

**MEMORANDUM OF UNDERSTANDING
BETWEEN
JACKSON COUNTY, MISSOURI
AND
CARPENTERS' DISTRICT COUNCIL OF KANSAS CITY & VICINITY**

PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Memorandum" or "MOU") is entered into on the 1st day of January, 2005, between the County of Jackson County, Missouri, by and through the Prosecuting Attorney of Jackson County, Missouri (hereinafter the "Prosecuting Attorney") and Carpenters' District Council of Kansas City & Vicinity (hereinafter "the Union").

The provisions of this Memorandum shall apply to all employees regardless of age, disability, race, color, religion, sex, national origin or creed or sexual orientation.

**ARTICLE I
PURPOSE AND INTENT**

The general purpose of this Memorandum is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Prosecuting Attorney, its employees and the Union.

The parties recognize that the best interests of the community and the job security of the employees depend upon the Prosecuting Attorney's success in establishing a proper service to the community.

To these ends, the Prosecuting Attorney and Union encourage, to the fullest degree, friendly and cooperative relations between respective representatives at all levels and among all employees.

Section 1. The Prosecuting Attorney hereby recognizes the Union as the exclusive bargaining representative for all full-time non-attorney support staff. The following employees are excluded from the bargaining unit:

- A. Any employee assigned to the Family Support Unit; and
- B. The following confidential employees:
 1. Members of the Prosecuting Attorney's Executive Staff
 2. Executive Secretary to the Prosecutor
 3. Executive Secretary to the Chief Deputy Prosecutor.
 4. COMBAT Deputy Administrator.
 5. Drug Court Administrator.

In the event the Prosecuting Attorney intends to create additional positions, including supervisory positions, not presently within the office, it shall provide the Union advance notice and the opportunity to discuss such changes.

Section 2. A. Within thirty (30) days of the effective date, employees covered by this Memorandum shall be required, as a condition of continued employment, to become members of the Union or pay a service and representation fee.

B. Commencing no later than the thirtieth (30th) day following employment in the unit; employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Memorandum and covered by this Memorandum shall be required as a condition of employment to become members of the Union or pay the service and representation fee.

C. The Prosecuting Attorney shall deduct Union dues from the salaries of those members of the Kansas City District Council who authorize such, in writing (pursuant to the authorization form attached as Appendix A) and shall deduct the service and representation fee (pursuant to the authorization form attached as Appendix B) from the salaries of those bargaining unit members who authorize such in writing. Dues deduction and service fee authorizations shall be irrevocable for one (1) year or the expiration of this Memorandum, whichever occurs first. Revocation of such authorization must be in writing, with a copy to the Union and the Prosecuting Attorney, and shall be in accordance with the procedure set forth in the authorization forms.

D. The service and representation fee shall be a percentage of the amount paid by members for Union dues, based upon the amount reasonably calculated by the Union as appropriate for the performance of collective bargaining, contract administration and other permissible activities related to service and representation, but shall not include amounts utilized to finance the Union's political and fraternal activities unrelated to collective bargaining or contract administration.

E. Dues and service and representation fees deducted, as provided for above, will be forwarded to the Union. The Prosecuting Attorney agrees to provide this service without charge to the Union.

Section 3. Except as otherwise provided herein, the Prosecuting Attorney in accordance with state law and the County's Charter and Code, possesses the sole right to operate and manage the Prosecutor's Office. Without limiting the generality of the foregoing, the Prosecuting Attorney possesses and retains the right to:

- A. Determine the mission of the Prosecutor's Office;
- B. Direct the working forces;
- C. Hire, assign, promote, transfer or layoff bargaining unit members;
- D. Determine the methods, means, location and number of job classifications, job duties, equipment and supplies needed to carry out the mission of the Prosecutor's Office;

- E. Discipline and discharge for just cause;
- F. Change the existing methods, procedures, policies, orders or facilities; and
- G. Take whatever other action may, in its judgment, be necessary to carry out the mission of the Prosecutor's Office.

The Prosecuting Attorney agrees, to the degree practicable, to provide the Union with advance notice and the opportunity to discuss changes.

Section 4. A. The Union and its members agree that there will be no strikes, work stoppages, slow downs, sit downs, refusal to perform work or other concerted interference with County operations during the term of this Memorandum.

B. The Prosecuting Attorney agrees it shall not lock out bargaining unit members outside of his authority under Section 3 of this Article. The Prosecuting Attorney further agrees not to discriminate, with regard to terms and conditions of employment, against its employees because of union membership or for lawful union activity.

ARTICLE II GRIEVANCE PROCEDURE

Section 1. As provided in Article I, Section 3, above, Management may impose discipline for just cause. Such discipline will be pursuant to a system of progressive discipline. All disciplinary actions are covered by this Memorandum and are subject to the grievance procedure.

Section 2. The Employer shall not discipline or discharge any employee covered by this Memorandum, except for just cause.

Section 3. As noted above, all disciplinary matters shall be subject to the grievance procedure, including arbitration. Any bargaining unit member who is questioned by a member of management about any matter that the bargaining unit member reasonably believes could lead to disciplinary action is entitled to Union representation and to a reasonable amount of time to secure such representation. The right includes the right to be represented during an investigatory interview in a matter that the member reasonably believes could lead to discipline. Once the member asserts her/his right to representation, all proceedings, interviews, questions, etc. will halt, until the member has had the opportunity to acquire and consult with a Union Representative. The right to Union representation is not intended to apply in the case of routine and necessary discussion between bargaining unit members and members of management.

Section 4. The Union and the Employer desire to have a fair, effective and productive means to resolve disputes that arise in the work place. Matters subject to this grievance procedure include matters related to the interpretation and application of this Memorandum, existing rules, policies, procedures and binding past practices of the parties.

The parties shall make sincere and diligent efforts to settle meritorious grievances early in the grievance procedure and to keep the procedure free from non-meritorious grievances.

Section 5. Grievances may be initiated and processed by any bargaining unit and/or the Union, as set forth below:

Step 1. The matter shall first be taken up between the bargaining unit member(s) and/or the Union and the appropriate Chief Trial Assistant. A Union representative may be present during any step of the grievance procedure. If the grievance is not adjusted orally, it may be submitted in writing, by the Union, to the Deputy Prosecuting Attorney within thirty (30) calendar days after the occurrence giving rise to the grievance became known or reasonably should have been known to the grievant and/or the Union. The Deputy Prosecuting Attorney shall reply in writing within fourteen (14) calendar days. Failure to provide a written answer within the time specified will result in the grievance automatically being advanced to Step 2.

Step 2. In the case the matter cannot be resolved under Step 1, the grievance will be considered by a Union representative (Union Representative, Union President or his/her designee) and the Prosecuting Attorney or his/her designee. Requests for consideration by the Prosecuting Attorney or his/her designee must be in writing with fifteen (15) calendar days of receipt of the written answer in Step 1, or the grievance shall be considered dropped. The Prosecuting Attorney or his designee shall meet with the Union's representative and the grievant to consider the grievance. The Prosecuting Attorney shall issue a written decision regarding the grievance within seven (7) calendar days after the meeting.

Step 3. If the matter is not satisfactorily resolved at Step 2, the Union may submit the matter to arbitration.

Section 6. A. If the Union is not satisfied with the decision of the Prosecuting Attorney at Step 2, it may notify the Employer that it intends to submit the matter to arbitration. Such notification shall be in writing and shall be submitted within fifteen (15) calendar days after receipt of the decision of the Prosecutor. Upon notification, the Union and the Employer shall try to agree upon an arbitrator.

B. If the Union and Employer cannot agree upon an arbitrator, the Union and Employer shall, within ten (10) calendar days, request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service. Such panel shall be drawn from Missouri and Kansas arbitrators, unless otherwise agreed to by the parties. Both parties will be provided curriculum vitae for each of name on the panel. Upon receipt of the panel of arbitrators, the parties shall be allowed three (3) days to review each panelist's qualifications and history. The parties shall then meet and alternately strike names from the panel, with the last remaining name being selected as the arbitrator.

C. Decisions of the arbitrator are subject to review by the Prosecutor, who may modify the arbitrator's decision only when the findings of fact and decision of the

arbitrator are clearly contrary to the weight of the evidence, viewed in its entirety, together with the legitimate inferences which may be reasonably drawn from the evidence and in the light most favorable to the findings of fact and the decision of the arbitrator. Any ruling by the Prosecutor to modify a decision of the arbitrator must be submitted to the parties, in writing, within fifteen (15) calendar days of the arbitrator's decision and must specify the facts and evidence which support such modification. The Prosecutor's written ruling shall be subject to judicial review in the Circuit Court of Jackson County, at which time this court shall have the authority to overturn the Prosecutor's ruling if it does not comply with this Article. If the Prosecutor fails to timely issue a written ruling, the decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, subtract from, or modify any of the terms of this Memorandum. The expenses of the arbitrator shall be shared equally by the County and the Union.

D. The time limits set forth in this Article are binding, unless waived by mutual agreement of the parties. Either party may request an extension of the time limits, which will not be unreasonably denied. Failure of the Prosecutor to respond within the time limits set forth above shall result in the grievance automatically moving to the next step. Failure of the Union or a bargaining unit member to comply with the time limits set forth above shall result in the grievance being dropped.

Section 7. Grievances or appeals of disciplinary action shall be processed through the grievance procedure, as described herein, except that probationary employees are not entitled to arbitrate disciplinary action or disputes involving seniority.

Section 8. The parties may agree, in writing, to any other recognized form of dispute resolution, including the scheduling of meetings involving the same or different individuals or use of third parties.

ARTICLE III VACATIONS

Full-time employees shall earn vacation at the following rates:

Years of Continuous Service	Total Days Per Year	Maximum Accrued Hours Allowed
Less than 5	10	120
5 to 10	15	180
10 to 15	20	240
15 or more	25	240

An employee's vacation and sick leave continue to accrue while on vacation. Employees shall not earn vacation leave while on leave of absence without pay.

ARTICLE IV HOLIDAYS

Section 1. Full-time employees covered by this Memorandum shall receive a regular day's pay for each holiday established from time to time by the Employer for other employees of the County, but in no event shall full-time employees have fewer than eleven County holidays in each calendar year which are as follows: New Year's Day, Martin Luther King's Birthday, President's Day, Truman Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Friday following Thanksgiving, and Christmas Day.

Section 2. If employees are required to work the above-mentioned County holidays, or days observed as such, they shall be paid at the employee's election, double the employee's current hourly rate pay for such work or compensatory time credit at double the hours the employee works during a holiday.

Section 3. Should one of the County holidays fall within an employee's vacation, that day will not be counted as a day of vacation.

Section 4. In addition to the official County holidays, every full time County employee who has completed his six month probationary period is entitled to one "floating holiday" per calendar year to be taken on a day selected by the employee. The employee must obtain prior approval from his/her supervisor before taking the holiday. Approval will be liberally granted so long as efficiency of the Prosecuting Attorney's Office can be maintained. A floating holiday not used during the year is lost. The full eight hours of the floating holiday must be taken at one time.

ARTICLE V FUNERAL LEAVE

Section 1. Employees may be granted up to three (3) days leave without loss of pay in the event of a death in the immediate family. The immediate family is defined as wife, husband, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law, grandparent, step-parent, step-child, grandchild, son-in-law, daughter-in-law, or other person if a member of the member of the household of the employee.

Section 2. In the event the services are to be conducted outside of a four hundred (400) mile radius, an additional two (2) days off with pay will be granted. The Prosecuting Attorney will continue the practice of allowing members a reasonable amount of time off, with pay, in the event of the death of a close relative of the employee's domestic partner. Funeral leave as described in Section 1 above shall be in addition to any other accrued leave and shall not be deducted from any of the employee's other accrued leave.

Section 3. An employee will be allowed to use vacation leave for a death of family member not listed above (i.e., aunts, uncles, cousins, nieces, nephews, other in-laws, etc.).

ARTICLE VI JURY DUTY PAY

Section 1. An employee selected for jury duty will have an authorized leave for the duration of his jury service. Normal wages will be paid for the period of jury duty provided the employee shall endorse and deliver to the Prosecuting Attorney the jury summons and warrantor check received for such jury duty.

ARTICLE VII MATERNITY/PATERNITY LEAVE

Section 1. Members who are qualified to take leave under the Family Medical Leave Act (FMLA) will be allowed 5 days off, with pay, for the birth or adoption of a child. The 5 day leave provided for above is in addition to other leave but does not extend the total amount of time off an employee is entitled to under the FMLA.

ARTICLE VIII HOURS OF WORK & FLEX TIME

Section 1. Bargaining unit members are expected to work from 8:30 AM to 5:00 PM Monday through Friday, forty (40) hours weekly. Any member of the Bargaining Unit who is required to work more than forty (40) hours a week will be compensated, at the member's election, at 1.5 times his or her hourly rate for every hour worked in excess of forty (40) hours per week or compensatory time credit at 1.5 times for each hour worked in excess of forty (40) hours per week. Bargaining unit members who have completed their probationary period may request to work a flexible work schedule, unless such election will have an adverse impact on the member's ability to perform his/her duties or the operation of the Prosecutor's Office. If such request is granted, the bargaining unit member must complete a weekly requirement of forty (40) hours. The decision to grant or deny a flex time schedule request is solely within the Prosecuting Attorney's discretion.

Section 2. A. Upon request for a flexible work schedule, the bargaining unit member and his/her immediate supervisor outside the bargaining unit shall meet to discuss the parameters of an appropriate flexible work schedule. If an agreement is reached regarding such work schedule, it will be presented to the Prosecuting Attorney for his/her approval.

B. If the bargaining unit member and his/her immediate supervisor outside the bargaining unit cannot agree upon the parameters of an appropriate flexible work schedule, the matter will be referred to the Prosecuting Attorney for recommendation.

Section 3. All approved flexible work schedules shall be reviewed periodically. If the Prosecuting Attorney determines that a bargaining unit member's flexible work schedule has an adverse impact on the bargaining unit member's ability to perform his/her duties or an adverse impact on the operation of the Prosecutor's Office, the Prosecuting Attorney, or his/her designee, the bargaining unit member's immediate supervisor outside the bargaining unit, the bargaining unit member and a union representative shall meet and discuss such adverse impact and attempt to agree to an appropriate modification of the member's flexible work schedule. If such an agreement cannot be reached, the Prosecuting Attorney will determine the bargaining unit member's work schedule.

ARTICLE IX TIME OFF FOR ELECTIONS

In accordance with State Statutes, sufficient time off to vote in County, State, and National elections will be granted

ARTICLE X POSTING NOTICES

The Prosecuting Attorney shall post all notices by electronic mail to all members of the bargaining unit. Designated union stewards may use office-wide electronic mail to post notices pertaining to official union business.

ARTICLE XI PAY PERIODS

All employees covered by this Memorandum will be paid on the same dates as other County employees.

ARTICLE XII SICK LEAVE

Sick leave benefits effective under the Jackson County Personnel Rules for County employees shall apply to all employees covered by this Memorandum.

ARTICLE XIII AFFECTED BENEFITS

All applicable provisions of the Personnel Rules shall continue to apply to members of the bargaining unit and other benefits which are offered to all other County employees shall be offered to bargaining unit members. In addition, any and all benefits provided under this MOU to a spouse or as a spousal benefit shall also be provided to domestic partners irrespective of gender.

ARTICLE XIV UNION STEWARDS

Section 1. The Prosecuting Attorney recognizes the right of the Union to designate job stewards or alternates, who may function in the job steward's absence, from the Prosecuting Attorney's seniority list. The Union will advise the Prosecuting Attorney of their appointment. The authority of job stewards and alternates shall be limited to:

A. The investigation and presentation of grievances, in accordance with the provisions of this Memorandum;

B. The transmission of information from the Union or its officers; provided such information (1) has been reduced to writing or (2) if not reduced to writing, is of a routine nature. Any disputes as to whether or not such activities have been performed in a manner so as to unreasonably conflict with the steward's work duties shall be submitted to the grievance procedure herein.

Section 2. In the event the job steward, or his alternate, takes unauthorized strike action, or attempts to direct the work force in any manner, the Prosecuting Attorney shall have the right to discipline or discharge such steward, with recourse to the grievance procedure herein only on the question of whether he took the unauthorized strike action or attempted to direct the work force.

ARTICLE XV NEW EMPLOYEES

New employees are probationary employees for their first 6 months of employment. Probationary employees are not entitled to participate in the grievance procedures.

ARTICLE XVI JOB OPENING AND TRANSFERS

Section 1. In the event a vacancy arises that the Prosecuting Attorney intends to fill, incumbent bargaining unit members will be given preference over non-employees in the filling of all such vacancies, provided that the incumbent member seeking the posted position is qualified. In the event the incumbent employee is deemed not qualified, the burden of proof is on the employer to clearly demonstrate such fact. Such preference applies whether the vacancies are lateral or promotional. Experience and qualifications of all applicants will be considered when filling vacancies.

Section 2. All vacancies which the Prosecutor intends to fill shall be posted conspicuously at all work sites within ten (10) calendar days of becoming vacant. In addition to the above postings, Management will provide notice of the vacancy to the Union and all Bargaining Unit Members via electronic mail. Such vacant positions shall

remain posted for seven (7) calendar days. Members may apply for such vacant positions in writing, as set forth below. Management will keep copies of all bids submitted for at least sixty (60) calendar days after the filling of the vacancy. Any member who applies for a vacant position will be given an interview if an interview is requested by the applicant member. Vacancies shall be filled no later than thirty (30) calendar days after the closing of the posting period. If multiple vacancies exist, the oldest vacancy shall be filled first. Bargaining Unit Members will be assigned to such vacancies as set forth in Section 3 below.

Section 3. In the event that no bargaining unit employee requests to be assigned to the vacancy, the Prosecuting Attorney may assign an employee who meets the qualifications, as determined by the Prosecuting Attorney.

Section 4. A bargaining unit employee assigned to a vacancy, as provided herein, based upon his/her request shall not be eligible to request assignment to any other vacancy for a period of twelve (12) months. This 12 month period may be waived by the Prosecuting Attorney.

Section 5. In the event that no bargaining unit employee requests to be assigned to the vacancy, the Prosecutor may assign the least senior bargaining unit employee who is best suited for the vacancy as established by the Prosecuting Attorney.

ARTICLE XVII PENSION

Section 1. The parties recognize Jackson County, Missouri has a County-funded pension plan for County employees. The employer will continue to properly fund this plan according to the terms thereof. Employees covered under this Memorandum are included within the provisions of the plan and shall be provided a copy of the plan. The Employer shall not terminate this pension plan unless it notifies the Union at least 90 days prior to such termination and immediately after such termination invests in or institutes a successor pension plan with benefits at least equal to the County's present plan. In the event that changes to Jackson County's pension plan are officially proposed by the Employer, the parties agree to meet and confer for the purpose of discussing the effects of said proposed changes.

ARTICLE XVIII PARKING

Parking shall be provided to all employees assigned downtown at no cost to the employee.

ARTICLE XIX DISCRIMINATION

Section 1. The Prosecuting Attorney and the Union agree that there will be no discrimination for or against any employee or applicant for employment because of race, color, creed, sex, age, disability, national origin or ancestry, or because of union activities or nonunion activities. Where gender is referred to in this contract, it shall apply equally to male or female.

ARTICLE XX EDUCATION BENEFITS

Each full-time employee may request to attend educational classes at a state accredited institution, in effort to aquire an associate, bachelor or graduate degree. The County will reimburse the full cost to attend such classes provided however that the employee maintains at least a "C" average and classes do not interfere with the employees ability to maintain a 40 hour work week. Approval of requests to attend educational classes lies within the discretion of the Prosecuting Attorney and is contingent upon the availability of funds appropriated for this purpose. The Employer agrees to budget \$17,000.00 in fiscal years 2006 and 2007 to fund educational benefits pursuant to this Article.

ARTICLE XXI COMPENSATION

Section 1. Upon execution and ratification of this MOU, all bargaining unit members shall recieve a three percent increase from their current salary rate retroactive to January 1, 2005. Effective January 1, 2006, each bargaining unit member who received an overall score of "Meets Expectations" on his/her 2005 annual performance evaluation will recieve a six percent increase from their salary rate in place on December 31, 2005. Effective January 1, 2007, each bargaining unit member who recieved an overall score of "Meets Expectations" on his/her 2006 annual performance evaluation will recieve a six percent increase from their salary rate in place on December 31, 2006. Failure on the part of the Employer to provide an employee with an anual evaluation by November of 2005 and 2006 will result in that employee receiving an automatic six percent salary increase effective January 1st of the following fiscal year.

Section 2. Any Employee who contests or disagrees with his/her overall score on his/her annual evaluation will be given an oportunity to address such concerns with the person who prepared the evaluation. If the employee is not satisfied with the result of his/her evaluation after discussing his/her concerns with the person who prepared the evaluation, he/she may appeal the result of the evaluation to the Chief Deputy Prosecutor for his/her review. At the Employee's election, he/she may have Union representation during any phase of the procedures outlined in this section.

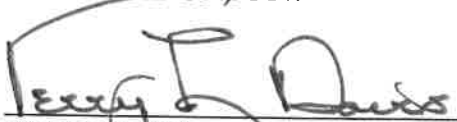
**ARTICLE XXII
AMENDMENTS AND CHANGES**

Upon the agreement of the Prosecuting Attorney and the Union, any article and/or section of this MOU may be amended or changed during the term of this MOU. Any such changes or amendments must be executed in writing by both the Prosecuting Attorney and the Union.

**ARTICLE XXIII
TERM OF MEMORANDUM**

This Memorandum shall be effective upon its adoption and ratification by the County Legislature of Jackson County, Missouri, and shall remain in force until December 31, 2007, and from year to year thereafter, unless either party shall notify the other at least ninety days prior to December 31, 2007, or December 31 of any succeeding year thereafter, of a desire to negotiate a new Memorandum.

FOR THE UNION:



**TERRY L. DAVIS,
EXECUTIVE SECRETARY-TREASURER**

7-22-05
Date

FOR JACKSON COUNTY:



**KATHRYN J. SHIELDS
COUNTY EXECUTIVE**

ATTEST:



**MARY JO SPINO
CLERK OF THE LEGISLATURE**

APPROVED AS TO FORM:



**EDWARD B. RUCKER
COUNTY COUNSLER**

7-26-05
Date

**PAYROLL DEDUCTION AUTHORIZATION
FOR
SERVICE AND REPRESENTATION FEE**

NAME: _____

SOCIAL SECURITY NO.: _____

ADDRESS: _____

Effective this date, I hereby authorize the County of Jackson County, Missouri, to deduct from my pay the amount of _____ each pay period as a service and representation fee to Carpenters' District Council of Kansas City & Vicinity.

I further authorize for future adjusted service and representation fees to be deducted from my pay at the rate established by reasonable calculation of the Union when adjustments are made. Such adjusted rate shall be deducted the first full pay period after the effective date of the adjustment.

This authorization shall be irrevocable for one (1) year or until the expiration of the Memorandum of Understanding, whichever occurs first. Thereafter, revocation may be made by written notice to the Union and the County, by certified mail, postmarked within seven (7) days of the anniversary of this authorization.

SIGNATURE

DATE

**PAYROLL DEDUCTION AUTHORIZATION
FOR
UNION DUES**

NAME: _____

SOCIAL SECURITY NO.: _____

ADDRESS: _____

Effective this date, I hereby authorize the County of Jackson County, Missouri, to deduct from my pay the amount of _____ each pay period for membership dues to Carpenters' District Council of Kansas City & Vicinity, as voted by official action of membership.

I further authorize that future dues are to be deducted from my pay at the rate established by appropriate action of the membership when adjustments are made. Such adjusted rate shall be deducted the first full pay period after the effective date of the adjustment.

This authorization shall be irrevocable for one (1) year or until the expiration of the Memorandum of Understanding, whichever occurs first. Thereafter, revocation may be made by written notice to the Union and the County, by certified mail, postmarked within seven (7) days of the anniversary of this authorization.

SIGNATURE

DATE

AGREEMENT PURSUANT TO ARTICLE XXII BETWEEN
JACKSON COUNTY AND THE
CARPENTERS DISTRICT COUNCIL OF KANSAS CITY & VICINITY

The parties hereto recognize that the contents of Article XXII do not grant to the parties the power to enter into a contract which power is reserved to the County Legislature pursuant to the Home Rule Charter of Jackson County in Article II Section 16 paragraph 13 of that Charter. The purpose of Article XXII of this Agreement is to preserve the right of the Prosecuting Attorney to manage and direct that office as he and the Union may agree and to preserve to the Prosecuting Attorney and the Union the ability to change or alter the terms and conditions of the Memorandum of Understanding as it relates to the management of the Office of the Prosecuting Attorney.

Therefore, pursuant to Article XXII of the Memorandum of Understanding between Jackson County and the Carpenters District Council of Kansas City & Vicinity, the parties hereby agree that the powers conferred in Article XXII shall extend and apply only to the Articles listed below:

- | | |
|--------------|-----------------------------|
| Article I | Purpose and Intent |
| Article II | Grievance Procedure |
| Article VIII | Hours of Work and Flex Time |
| Article X | Posting Notices |
| Article XIV | Union Stewards |
| Article XV | New Employees |
| Article XIV | Job Opening and Transfers |
| Article XIX | Discrimination |

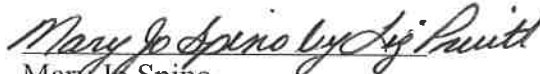
FOR THE UNION:

By: 


JACKSON COUNTY, MISSOURI:

By: 
Katheryn J. Shields
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

APPROVED AS TO FORM:


Edward B. Rucker
County Counselor