

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Letter of Understanding related to the Collective Bargaining Agreement with the West Central Missouri Lodge No. 50 of the Fraternal Order of Police.

RESOLUTION NO. 19352, January 17, 2017

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, by Resolution 18341, dated December 2, 2013, the Legislature did authorize the execution of a Memorandum of Understanding (MOU) with West Central Missouri Lodge No. 50 of the Fraternal Order of Police, regarding the terms and conditions of employment of members of its bargaining unit within the Sheriff's Office; and,

WHEREAS, the parties to the MOU desire to clarify article 6 of the MOU related to holiday pay for members of the bargaining unit; and,

WHEREAS, the Sheriff recommends the execution of the attached Letter of Understanding to the MOU related to this matter; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Jackson County Sheriff and the County Executive be and hereby are authorized to execute the attached Letter of Understanding with West Central Missouri Lodge No. 50 of the Fraternal Order of Police; and,

BE IT FURTHER RESOLVED that all County officials be and hereby are authorized to execute any and all documents and take any other actions necessary to give effect to this Resolution.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19352 of January 17, 2017, was duly passed on January 23, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 6

Nays 0

Abstaining 0

Absent 3

1-23-17

Date



Mary Jo Spino, Clerk of Legislature

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into the ____ day of _____, 2016 between Jackson County, Missouri (County), the Jackson County Sheriff's Department (Department), and the West Central Missouri Regional Lodge No. 50 of the Fraternal Order of Police (FOP).

WHEREAS, the FOP serves as the exclusive bargaining representative for all full-time sworn deputies, sergeants, and courthouse security deputies, excluding confidential employees;

WHEREAS, the County, the Department and the FOP are parties to a Memorandum of Understanding (MOU) related to terms and conditions of employment for the years 2014-2017;

WHEREAS, the parties wish to address issues contained in the MOU to accurately reflect the practice and position of the parties outlined during negotiations;

NOW, THEREFORE, in consideration of the foregoing and in consideration of mutual covenants and undertakings set out below, the parties agree as follows;

1. For the purposes of clarifying the language of Article 6, the parties agree that the following list describes the hours of work, the work days and the work week for the respective positions or assignments described below:

- a. Uniform Patrol shall work six (6) twelve (12) hour shifts and one (1) eight (8) hour shift and shall work at total of eighty (80) hours in a two (2) week period:
 - b. Investigations, SORE, Warrants, Courthouse Security and Community Resources shall work five (10) eight (8) hour shifts for a total of eighty (80) hours in a two (2) week period.
 - c. Traffic Division shall work eight (8) ten (10) hour shifts for a total of eighty (80) hours in a two (2) week period.
2. Article 6 Section 4, paragraph 3 and 4 shall be amended to provide:

Bargaining unit members, who are required to work on a holiday or a day observed as a holiday, shall be paid at the overtime rate (Holiday Premium Pay) for all hours worked Bargaining Unit Members who work on the holiday shall also receive holiday time equal to their regular hours of work (based on an 8, 10, or 12 hour shift), in addition to any Holiday Premium Pay, for all hours worked on a holiday (total rate of pay at two and one-half times regular rate of pay for work shifts on holidays). Employees taking sick leave the day prior or day after a scheduled work shift that falls on a holiday shall not be eligible for holiday premium pay.

Any Bargaining Unit Members not required to work on a holiday shall receive eight hours of pay at the Employee's actual rate of pay. Employees shall not receive holiday pay while on leaves of absence without pay.

IT IS SO AGREED.

Attest:

Approved as to form:

ATTEST BY:

W. Stephen Nixon, County Counselor

Mary Jo Spino, Clerk of the Legislature

Jackson County, Missouri Sheriff's Office

By: _____
Mike Sharp, Sheriff

Date: _____

Jackson County, Missouri

By: _____
Frank White, Jr., County Executive

Date: _____

Fraternal Order of Police, Lodge No. 50

By: _____
Rick Inghima, President

Date: _____

By: _____
Danny Barnes, Chairman Chapter 3

Date: _____