

MEMORANDUM OF UNDERSTANDING

Article 1

Intent and Purpose

THIS MEMORANDUM is entered into between JACKSON COUNTY, MISSOURI, hereinafter referred to as the Employer, and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, Missouri / Kansas Council 72, and on behalf of its Local Union 1707, hereinafter referred to as the Union, for the purpose of including, but not limited to; resolving issues concerning terms and conditions of employment, negotiating and administering agreements and representing the interests of Employees in settling disputes and processing grievances as these matters relate to AFSCME bargaining unit Employees currently employed by Jackson County, Missouri.

The Union recognizes that the Employer's primary mission is to determine, establish, maintain, insure and protect the health, safety, and general welfare of the inhabitants of Jackson County, Missouri, in accordance with the charter as adopted by the citizens of Jackson County, Missouri; that the County is under the general control and management of the County Legislature and County Executive who possess full power and authority to adopt all needful rules and regulations as they may deem necessary for the purpose of fully implementing the County charter.

The Parties agree that this Memorandum, as approved, by the County Executive and adopted by the County Legislature, shall govern the relationship of the Parties, and both Parties will cooperate to the fullest extent in working for its proper implementation.

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all Employees, to promote the quality and continuance of public service, to achieve full recognition for the value of Employees and the vital and necessary work they perform, to provide for the prompt and equitable resolution of disputes and the establishment of terms and conditions of employment, the Parties agree as follows:

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MARY JO SPINO
COUNTY CLERK

Article 2
Definitions

The following terms as used in this Memorandum shall mean:

1. "Council," Council 72 Missouri / Kansas of the American Federation of State, County and Municipal Employees AFL-CIO (AFSCME) located at 3412 Knipp Drive, Jefferson City, Missouri, 65109.
2. "County" – Jackson County, Missouri, the "Employer."
3. "Day," calendar day.
4. "Employee," a person in the bargaining unit as defined by Public Case No. 90 before the Missouri State Board of Mediation, and as agreed by the Parties in Appendix "A" of this Memorandum.
5. "Employer," Jackson County, Missouri.
6. "Facility," any institution operated by the Employer.
7. "Head of the Facility," the administrative head of a Facility or his or her designee.
8. "Inmate," a ward of the Employer.
9. "Local Union Officer," any elected or appointed official of Local 1707.
10. "Merit Commission," the Merit System Commission of Jackson County.
11. "Merit Employee," an Employee who has successfully completed his or her probationary period with the Employer.
12. "Parties," the Union and the Employer.
13. "Probationary Employee," an Employee during the first six (6) months of employment with the Employer.
14. "Steward," an elected/appointed Employee member representative of Local 1707, AFSCME.
15. "Union," The American Federation of State, County and Municipal Employees International Union AFL-CIO, Missouri/Kansas State Council 72 including all affiliated Locals in it.
16. "Union Member," any Employee of the Employer who has appointed the Union in writing as his or her collective bargaining representative.
17. "Union Representative," any Employee, elected or appointed Officer or Steward of AFSCME Council 72 or Local Union 1707.
18. "Year," calendar year.
19. "Workweek" shall be defined by County and departmental policy.
20. "Local" – AFSCME Local 1707, the exclusive bargaining representative of bargaining unit Employees of the Jackson County Department of Corrections as set forth in Appendix A.
21. "Pay Period" is defined by County and departmental policy as the consecutive time period for which an Employee's compensation for services is based. For a biweekly paid Employee, a "pay period" is made up of 14 consecutive days or 2 "workweeks" that are routinely considered by the Employer when calculating an Employee's biweekly pay.
22. "Service Fee Member" – any bargaining unit member who will pay service and representation fees in lieu of Union dues.
23. "Personnel Rules" – refers to the Personnel Rules, Policies, Regulations, and Procedures established by the administration of Jackson County, Missouri and/or the Rules, Policies, Regulations, and Procedures established by the Jackson County Department of Corrections.

Article 3
Recognition, Union Dues, and Service & Representation Fees

- Section A. The Employer recognizes AFSCME Council 72, and on behalf of its Local 1707, as the Exclusive Bargaining Representative for the purposes of including, but not limited to; resolving issues concerning terms and conditions of employment, negotiating and administering agreements and representing the interests of Employees in settling disputes and processing grievances, for all members of the bargaining unit as defined in Appendix A of this Memorandum.
- Section B. If new job classifications in the Department of Corrections are established by the Director of Human Resources and utilized by the Employer, the Employer shall promptly notify the Union.
- Section C. In the event that new job classifications are established by the Director of Human Resources and utilized by the Employer, or should existing classifications which would normally be a part of the bargaining unit, although not presently being utilized by the Employer, become filled, the parties shall meet, confer and discuss said classifications, to determine whether such positions shall be included in the bargaining unit. If the parties are unable to agree as to the inclusion or exclusion of said classifications in the bargaining unit, the matter shall be decided by the Missouri State Board of Mediation.
- Section D. Union Dues. Union dues shall be deducted by the Employer bi-weekly from the paycheck of each Employee who voluntarily signs and remits to the Employer an authorization form approved by the Union and the Employer.
- Section E. Service and Representation Fee. Upon obtaining 50% plus 1 (majority) membership of the bargaining unit positions as set forth in Appendix A demonstrated by dues deductions and maintaining the 50% membership level, the Employer will deduct a service and representation fee pursuant to the authorization form on the attached as Appendix C. The service and representation fee will be deducted from the salaries of those bargaining unit members who authorize such in writing. Dues deductions and service fee authorizations shall be irrevocable for one (1) year or the expiration of this Memorandum, whichever occurs first.
- Section F. The Employer shall deduct the Union Dues and Service and Representation Fee as applicable bi-weekly from the paycheck of each Employee who so requests and shall remit the appropriate amounts so deducted to the Union treasurer promptly, as soon as practical after the payroll period in which the dues, or fees are deducted, together with a list of the names of bargaining unit Employees from whose salaries such deductions were made.
- Section G. Any Employee shall have the right to revoke Union dues authorization by giving written notice to the Union at any time during the fifteen (15) days prior to the Employee's

Union anniversary date. Revocation of such authorization must be in writing, with a copy to the Union and the Employer, and shall be in accordance with the procedure set forth in the authorization forms. New and existing Union members who decide to discontinue their Union membership during subsequent window periods will be required to pay the service and representation fee and sign a check-off form authorizing and instructing the Employer to deduct the service fee from the Employee's compensation. The Union membership card will describe the service fee obligation and serve as the check-off form for their deduction authorization.

Section H. Upon satisfying Section E of this Article:

(1) 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.

(2) Commencing no later than the thirtieth (30th) day following employment in the unit, Employees hired, rehired, reinstated or transferred into the bargaining unit shall be required as a condition of employment to become members of the Union or pay the service and representation fee.

(3) 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.

(4) 50% membership in the union will be verified annually on or before December 31 by the Employer. If the membership level drops below 50% membership at the annual review, the service and representation fee will be discontinued for that following calendar year.

Article 4
Union Rights

Section A. The Employer shall provide a Union bulletin board in the Employee break area and the staff dining area of the Facility. The Employer shall share with the Union the bulletin board in the safety vestibule. Should the Employer determine to utilize Facilities other than the Jackson County Detention Center, the Employer agrees to provide the Union with similar bulletin board access in any such Facility. The Employer shall also make available two (2) other bulletin boards within the Facility. The location of these additional bulletin boards shall be mutually decided upon by Union Representatives and Facility Management.

Section B. The Union Representative shall have access to Employees during lunch periods and such other times as may be approved by the Director of Corrections or his/her designee when such access does not interfere with other duties or work performance. On site visits and/or meetings during work hours should be prescheduled with the Director of Corrections or his/her designee.

Section C. A consultation room large enough to accommodate 4 people shall be provided by the Employer for consultation between Employees and Union Representatives at the Facility.

Section D. Employees shall have the right to choose whether or not to join the union. Employees who join can assist the Union, participate in leadership of the Union, and act for the Union in the capacity of representative, including but not limited to presentation of its views to officials of the executive branch, the County Legislature, or other appropriate authority.

Section E. The Union Representative shall be permitted to enter any Facility at any reasonable time for the purpose of discussing, processing, or investigating grievances, or fulfilling the Union's role as collective bargaining agent, provided he or she gives notice of his or her presence immediately to the administrator or supervisor in command and does not interfere with the performance of duties.

Section F. The Employer will allow the Union to use Employee mail boxes where available. The Employer will not use electronic mail to issue discipline.

Section G. The Employer may authorize an Employee to be absent without pay for periods not to exceed six months in any calendar year for the following purposes: attendance at college, a university or a business school for training in subjects related to the work of the Employee which will benefit the Employee and the Employer; urgent personal business requiring the Employee's attention; or any purpose that is deemed beneficial to the Employer. In considering such requests, the appointing authority shall consider such factors as the purpose of the leave and the impact on the department.

Section H. The Employer shall notify the Union of all new Employees in the bargaining unit. On a one-time basis, the Employer will provide the Union Representative an opportunity to meet with all new Employees for up to thirty (30) minutes for the purpose of conducting a membership orientation. This will typically occur within the first fifteen (15) days of employment.

Section I. Information Provided to Union

- (1) Upon request, but, not more than monthly, the Employer will provide the Union with a current list of active bargaining unit Employees. This list will include the Employee's name, department, job classification, home address,

phone number and straight time base pay rate. The list will also include the Job Identification Number for the purpose of tracking changes from one reporting period to the next. This information will be provided in electronic format.

- (2) The list in subsection (1) above will not be deemed to be a waiver of the Union's right to other information needed for the purpose of its bargaining and representation functions per Chapter 610 RSMo.

Article 5
Exclusivity

The Employer will not meet with any other Employee organization with reference to changes or improvements in terms and conditions of employment of Employees governed by this MOU. The Union recognizes, however, that Jackson County may bargain with other unions which represent other bargaining units within the county, and that the results of said bargaining may affect the terms and conditions of employment of all Employees of Jackson County, including the Employees covered by this Memorandum.

Article 6
Management Rights

Section A. The Employer through the Jackson County Department of Corrections, in accordance with state law and the Employer's Charter and Code, possesses the sole right to operate and manage the Department. Subject to all other terms of this agreement, the Employer and the Jackson County Department of Corrections possess and retain the right to:

- (1) Determine the mission of the Department,
- (2) Direct the work force,
- (3) Hire, assign, promote, transfer, or lay off bargaining unit members,
- (4) Determine the methods, means, number of job classifications, job duties, equipment, and supplies needed to carry out the mission of the Department;
- (5) Discipline or discharge as provided for in the Personnel Rules,
- (6) Change existing methods, procedures, policies, orders, or facilities,
- (7) Take whatever other actions may in its judgment be necessary to carry out the mission of the Department.

Section B. It is the intent of the Employer to meet and confer with the Union regarding matters which affect bargaining unit personnel. The parties recognize that such action is not required by law and is purely voluntary on the part of the Employer.

Article 7
Labor-Management Committee

Section A. To facilitate communication between the Parties and to promote a climate conducive to constructive Employer-Employee relations, a joint labor-management committee shall be established to discuss the implementation of this Memorandum and other matters of mutual interest, including, but not limited to, the evaluation of current safety equipment, policies, and procedures. The committee shall be limited to no more than three (3) representatives from the Union and their servicing Staff Representative, and an equal number designated by the Employer. The composition of the local Union's component of the labor-management committee shall be at the discretion of the Union. The Employer shall have the right to secretarial support for the purposes of keeping minutes of the meeting. Said secretarial support shall not count as a management representative per this Article. Time approved for such meetings shall be authorized and compensated by the Employer. Said committee shall meet as necessary but at least quarterly. Written agenda shall be submitted a week in advance of regular meetings.

Meeting minutes will be taken and distributed by the Employer to the Union prior to being finalized. The Union will have the opportunity to make corrections to the draft meeting minutes. The Union shall not post any meeting minutes prior to being finalized and distributed to all labor-management committee members.

Section B. Changes in policy and procedures shall be disseminated to Employees at least fifteen (15) days prior to implementation. Changes in policy and procedures involving financial expenditures by Employees shall be presented to the labor-management committee prior to implementation; and the president of the Union will receive a copy of the proposed change(s) at the time of posting and will be allowed to provide constructive input and recommend any additions or changes.

Article 8
Rights of the Employees

To ensure individual rights of Employees are not violated, the following shall represent the Employees' Bill of Rights:

Section A. A Merit Employee shall be allowed to have a Union Representative present as defined in the Grievance Procedure.

Section B. A Merit Employee shall be entitled to have a Union Representative present at each stage of a disciplinary proceeding during which a significant act as defined in the Personnel

Rules is taken or is proposed to be taken against the Employee. During any interview or questioning in which an Employee has a reasonable belief that disciplinary action might ensue, said Employee will be entitled, upon request, to have present a Union Steward or Union Officer (in the Steward's absence).

After such a request has been made, all proceedings, interviews, or questioning, directly involving the Employee, will be halted until the Employee is given up to 1-hour to both privately consult with a Union Representative and have said Representative present. That provision within this Section shall not apply in investigations being conducted by Law Enforcement Agencies. No Employee, visitor, contractor, or witness will ever be advised by the Union Representative to be untruthful, withhold information pertinent to the situation being discussed, or to be uncooperative in any investigation being conducted by a Facility representative.

The Employer will render a decision and provide such a decision, in writing, to the Employee within fourteen (14) to thirty (30) working days after the onset of the investigation, when possible. Once notified, the Employee can request updates about the status of the investigation on a weekly basis.

During situations where an Employee is being counseled without the threat of disciplinary action (e.g. performance evaluations, training classes, etc.), the Employee is not entitled to Union representation.

- Section C. No Employee shall be coerced or intimidated or suffer any reprisal either directly or indirectly that may adversely affect his or her hours, wages, or working conditions, as the result of the exercise of his or her rights under this Memorandum.
- Section D. There shall be no discrimination or favoritism in employment or compensation of County Employees on account of race, creed, color, religion, national origin, sex, age, ancestry, handicap, political activity or lack thereof, or union membership or non-membership.
- Section E. Employees will be reimbursed in a timely manner by the Employer for loss of or damage to personal property or prostheses while on duty; provided that the loss or damage is caused by unforeseeable or illegal Inmate acts; and provided further that in no event shall the Employer be obligated to reimburse Employees for loss of or damage to footwear, personal cell phone, pda's, personal MP3 players, or other electronic equipment. Reimbursement for damaged prescription eyeglasses (including the prescription lenses), will be limited to a maximum of \$350.00 per occurrence. Under this provision, Employees will not be reimbursed for the cost of eye examinations for the purpose of getting a new pair of prescription eye glasses.
- Section F. Orders received by Employees shall be consistent with the policy manual and departmental rules and regulations.

Section G. The Employer recognizes the right of all full time Employees, including Probationary Employees, to be free to join the Union and to participate in lawful concerted Union activities. Therefore, there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any Employee or any applicant for employment because of Union membership or non membership, or because of any lawful activity in an official capacity on behalf of the Union.

Article 9
Union Representation

Section A. The Employer shall recognize a maximum of ten (10) Union Stewards at the Facility. The Union shall decide how to distribute the Stewards among the different shifts and also designate a Chief Steward. The Director of Corrections shall recognize Stewards at any additional Facilities in the same manner.

Section B. The Union shall designate by name, title and/or position, all Stewards & Chief Steward, in writing to the Director of Corrections; however, probationary Employees shall not be eligible to be union stewards. The list will be updated by the Union and distributed to the Director of Corrections as soon as changes occur. The Union may designate by name and title two (2) Local Union Officers, who are not Stewards, for each Facility, to represent Employees on a particular shift, if the designated Steward is not available when needed for Steward activities. The names of these officers will also be provided, in writing, to the Facility management team.

Section C. The Employer shall allow a reasonable amount of time to each Steward, Chief Steward, or Local Union Officer if the Steward is absent, during his or her duty hours of work, without loss of pay, for the purpose of receiving, investigating or filing grievances. Before engaging in any activity or leaving the duty station, the chief Steward, Steward, or Local Union Officer if the Steward is absent, shall obtain the permission of a Supervisor. The Steward or alternate shall state the nature of the business and location and Employee to be visited. In the event that the immediate supervisor in the subject of the complaint, the Steward or alternate would have the right to approach a different supervisor in order to seek permission to leave the duty station. All meetings pursuant to this section shall take place within the Detention Center and Employees shall make themselves generally available in the event there is an urgent need to return to work duty stations. If no disruption of service would result from the Steward's or alternate's absence from the work site or visit to the Employee's work site, the non bargaining unit supervisor shall grant the Steward or alternate permission to proceed. Upon the Steward's or alternate's return to the work site, the Steward or alternate shall notify the supervisor before resumption of his or her duties.

Article 10
Work Schedules

- Section A. The regularly established work week for Employees shall be forty (40) hours per week. All Employees shall be scheduled to work a regular shift as determined by the Employer; such work shift shall have specific starting and quitting times. The Employer may insist that Employees be at their regular work stations, ready to work, at the beginning of their assigned shifts. The Employer shall notify Employees in writing seven (7) days in advance of changes in work schedule unless the Employee and the Employer agree to make a schedule change with less notice.
- Section B. Out of class pay may be authorized by the Employer provided that it is certified by the Employer that sufficient funds are budgeted. Merit Employees who work out of class shall receive the minimum rate of pay for such work or their regular rate of pay plus 5%, whichever is higher. Out of class pay is appropriate only in the following circumstances:
- (1) If the Merit Employee works out of class more than six consecutive working days in a higher classification; and
 - (2) The Merit Employee has been assigned 75% or more of the out of class job's responsibilities, tasks, and duties; and
 - (3) The out of class work results from a vacancy which is not immediately filled or an approved leave of absence, not vacations. Vacation replacement is not eligible for out of class pay.
 - (4) Out of class pay applies only to actual hours worked and not to vacation or sick leave. Out of class pay will be paid for holidays.
- Section C. The Employer shall compensate its Employees for all scheduled work time, regardless of its intended purpose.
- Section D. The Union may propose alternative work schedules for the Employer's consideration that would impact some or all of the Employees in the bargaining unit.

Article 11
Education and Training

- Section A. The Employer may reimburse Employee tuition fees for attendance at a college, university, or business school, for training in subjects relating to the work of the Employee which will benefit the Employee and the Employer. Said reimbursement will only be granted when approved in advance by the Head of the Facility, subject to the availability of funds in the Facility's budget, which will be distributed equitably among those requesting and in accordance with the Jackson County Personnel Rules.

Section B. When enrollment space is available, any senior Employee desiring to receive training comparable to that received by new Employees shall be given time off without pay to do so. If the Employer requires the Employee to participate in the training, the Employee would be paid for the time spent in such training.

Section C. Consistent with the staffing needs of the Facility, the Employer shall grant time off without pay to a reasonable number of Employees to attend educational opportunities and training seminars conducted by the Union. Requests for such leave shall be submitted in writing to the Employee's immediate supervisor, who is not an Employee, and shall be answered in writing.

Bargaining unit members not to exceed six in number designated by the Local Union President annually and in writing may be entitled to draw upon a bank of two hundred forty (240) hours of unpaid time per year for the purpose of conducting Union business. The President reserves the right to amend said list as needed. The specific use of Union business leave must in each instance be requested in writing by the Local Union President and approved in advance in writing by the Director of Corrections or his/her designee. The Director will approve the use of Union business leave only if there is or will be sufficient staff on duty within the Department to meet operational needs at the time of the proposed use and if departmental operations will not otherwise be adversely affected. The hours described in this Article apply to educational functions of the Union i.e. monthly membership meetings, labor-management meetings, negotiations etc. are not deducted from the prescribed hours in this section.

Article 12
Hostage Leave

Section A. The Employer may grant up to thirty (30) days of paid leave to Employees taken hostage after it has been determined by the Facility contracted physician or psychologist that such a leave is necessary and this recommendation is made in writing by the evaluator.

Article 13
Family Medical Leave

Section A. This Article is agreed to and is promulgated pursuant to the requirements of Public Law 103-3, The Family and Medical Leave Act of 1993 and the official rules and regulations promulgated thereunder by the appropriate agency of the United States, (hereinafter referred to simply as "FMLA"). For the purposes of this rule, all provisions of the FMLA, codified as 29 U.S.C. § 2601 *et seq.* (2005), are hereby adopted and incorporated herein by reference as is fully set forth herein. The material set forth hereafter is intended to be a summary and clarification of the application of the FMLA to all Employees, whether merit or non-merit and the official text of said public law and

the regulations promulgated thereunder shall govern to the extent of any conflict between said summary and the FMLA.

Section B. The Employer shall grant an eligible Employee leave in accordance with the FMLA, not to exceed 12 weeks during any 12 month period. To be eligible for this leave, an Employee must have worked at least 12 months for the Employer and at least 1250 hours in the year immediately preceding the commencement of the leave. Nothing herein shall prevent the Employer from discretionary denial or the placement of reasonable limitations or conditions upon privileges otherwise granted under the FMLA in accordance with the terms thereof.

Section C. Eligible Employees are entitled to a total of 12 weeks leave during any 12 month period for one or more of the following or as otherwise provided for by law: 1) caring for a spouse, child, or parent with a serious health condition, or 2) the serious health condition of the Employee. Eligible Employees are entitled to a total of 14 weeks leave during any 12 month period for one or more of the following: 1) birth of a child, or 2) placement of child for adoption or foster care. The Employee shall provide their appointing authority with a written statement from a physician certifying the condition for which the leave is required in cases of serious health condition.

Section D. The Employee is required to give the appointing authority thirty days notice of foreseeable leaves, as well as to make reasonable efforts in scheduling leaves to avoid disrupting the Employer's business operations, as more specifically set forth in 29 U.S.C. § 2612(e) (2005) of the Act.

Section E. The Employee's right to leave for the birth or adoption of a child ends 12 months after the child's birth or placement with the Employee.

In the case where both spouses are Employees of the Employer, their combined total leave in any 12 month period may be limited to 14 weeks if the leave is taken for the birth or adoption of a child, or 12 weeks to care for a sick parent. This limitation does not apply to leave taken by either spouse to care for the other who is seriously ill, to care for a child with a serious illness or to take care of his or her own illness.

Section F. The Employee is entitled to take leave on an intermittent or reduced schedule basis, only when an Employee is requesting leave because of a serious health condition, either their own or that of a family member. The Employee cannot take leave on an intermittent or reduced schedule basis for the birth or adoption of a child unless the appointing authority agrees to permit the leave.

Section G. The payment and accrual of sick leave, vacation leave, and payment or accrual of other benefits shall be governed by the medical leave rule (Section 9.11 of the Personnel Rules), except as otherwise required by FMLA and the Employer will require that Employees substitute accrued paid leave for unpaid FMLA leave in the following order:

1) Accrued sick leave balance will be substituted until such accrual is exhausted; 2) Accrued compensatory time balance will be substituted until such accrual is exhausted; 3) Accrued vacation balance will be substituted until such accrual is exhausted; and 4) All other accrued leave balance. Once all accrued time has been exhausted, Employees will be placed on leave without pay status.

Employees who are qualified for FMLA leave for the birth of a child or placement of child for adoption or foster care shall be granted the first five (5) weeks of leave with pay and without a decrease in any accrued leave benefit.

Section H. The Employer may require the Employee to obtain a second opinion (medical certification) at the Employer's expense. Pending receipt of the second (or third) medical opinion, the Employee is provisionally entitled to the benefits of the Act, including maintenance of group health benefits. If the certifications do not ultimately establish the Employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under the employer's established leave policies. The Employer is permitted to designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the Employer.

If the opinions of the Employee's and the Employer's designated health care providers differ, the employer may require the Employee to obtain certification from a third health care provider, again at the employer's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the employer and the Employee with union representation. The employer and the Employee must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the employer does not attempt in good faith to reach agreement, the employer will be bound by the first certification. If the Employee does not attempt in good faith to reach agreement, the Employee will be bound by the second certification.

Section I. Recertification of leave may be required by the Employer as permitted by law. Recertification requirements will be disclosed to the Employee at the time of approving eligible leave.

Section J. Abuse of family medical leave and/or the submission of falsified FML Certification documents, and/or other falsified medical related documents will be subject to discipline, including and up to termination.

Article 14 Affected Benefits

Section A. Employees of the Corrections Department shall be afforded other County benefits as defined in the Personnel Rules.

Section B. 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 Employees of the Employer 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 15
Call Back Pay

Section A. If an Employee is called in to work outside his regular scheduled working hours, he or she shall be paid for four (4) hours at the straight time rate of pay or time and one-half for all hours worked, whichever is greater. If the Employee is called in less than four hours immediately prior to the start of his or her regular shift, he or she shall be entitled only to time and one-half for all hours worked prior to the shift, which exceed forty hours in any week.

Article 16
Uniforms

Section A. The Employer will provide each uniformed Merit Employee with a complete uniform at the completion of his or her probationary period. Uniform items needing replacement due to work related damage or wear and tear will be replaced on a one-for-one basis as determined by management, at no cost to the Employee.

The Employer shall provide uniformed support services Employees (e.g. custodians, laundry workers, etc.) with a complete uniform prior to their completion of the probationary periods.

Section B. All uniforms and Employer issued equipment shall be returned to the Employer upon termination of employment.

Article 17
Access to Personnel Files

Section A. Each Employee shall have reasonable access to his or her personnel file and, upon written request, the Employee shall be provided a copy of any material in the file which has not previously been provided, at no cost. Additional copies will be provided to the Employee within a reasonable time at a nominal cost set by Jackson County. All negative entries placed in an Employee's personnel file shall be signed and dated by the supervisor making the entry and shall be presented to the Employee for his or her acknowledgment of receipt. Complimentary entries shall also be placed in the Employee's personnel file and copies provided to the Employee. No written counseling or disciplinary action which is not a part of the Employee's file maintained in the

administrative office of the Facility, or in the file of the Employee's shift administrator, shall be used in a punitive manner against the Employee.

Section B. Each Employee, or his or her Union Representative, if authorized by the Employee in writing, shall have the right, upon request, to review the contents of the requesting Employee's personnel file maintained by the Jackson County Human Resources and the personnel office within the Facility and any working files kept by the Employee's supervisor. Such review may be made during working hours at a time approved by the Employee's supervisor, who is not an Employee, with no loss of pay for time spent, and the Employee may be accompanied by a Union Representative if he or she so wishes.

Section C. Letters of information, more than one year old, shall be removed from an Employee's file, upon the written request of the Employee, unless used in documentation for disciplinary action or unless the problem, for which the original letter of information was initiated, continues to exist.

Article 18

Part-Time Correctional Officers

Section A. The Employer is authorized to use part-time corrections officers to supplement the operation of the Facility. Part-time corrections officers shall be limited to a maximum of forty (40) hours of work per pay period. They shall have equal access to overtime opportunities and other assignments, when made available. They are not subject to the mandatory overtime draft but may be called, beforehand, to prevent an on-duty Employee from being required to work a second shift. The Employer shall limit the number of part-time corrections officers to no more than 15% of the number of budgeted-full time corrections officers for any given year.

Section B. Part-time corrections officers shall be permitted to join the Union and shall have equal representation rights. Part-time corrections officers are paid on a separate pay scale from full-time Employees and not eligible for overtime rates, holiday pay, double time, or salary increases negotiated for full-time Employees. Part-time corrections officers, who are ineligible for most Employer fringe benefits, shall be paid a minimum of \$1.00 per hour more than the beginning hourly rate for a full-time corrections officer.

Article 19

Seniority

Section A. For purposes of this Memorandum, Seniority is defined in three (3) ways:

- (1) "County Seniority" is defined as the original date of hire by Jackson County, Missouri, regardless of the department assigned to;
- (2) "General Seniority" is defined as a period of continuous employment with the

Employer, regardless of rank or position, and

- (3) Positional Seniority” is defined as a period of continuous employment with the Employer in a specific rank or position. With respect to bidding for shift assignments or days off, Positional Seniority will govern.

Section B. Whenever there is a question of Seniority, the Employer shall make the Seniority list available for inspection to Employees having an interest therein.

Section C. The following shall not be considered as interruptions of employment or breaks in Seniority:

- (1) Military leave authorized by the personnel rules of Jackson County;
- (2) Authorized leaves of absence with pay;
- (3) Authorized leaves of absence without pay not to exceed six (6) months;
- (4) Authorized education leave without pay not to exceed six (6) months;
- (5) Suspensions or dismissals subsequently withdrawn either by the Employer or the Merit System Commission, or through Arbitration and;
- (6) Leaves of absence due to sickness or injury incurred in the course of employment as defined by Chapter 287, RSMo., by Employees subject to the workers' compensation law.
- (7) A layoff and subsequent recall to duty within one year.

Section D. If the Employer has Employees in excess of its budget or in excess of its needs and determines that a layoff is necessary, the Employer shall determine the Employees to be laid off. In making the determination, factors to be considered include qualifications needed for the work to be assigned, performance evaluations and work record. Seniority will be considered only if these factors are equal and will be based on first on Positional Seniority and second by County Seniority.

Section E. Notwithstanding this section, if layoffs in the classification of Correctional Officer are required as determined by the Employer, all part time Correctional Officers must be laid off prior to any full time Correctional Officer.

Article 20 Discipline

Section A. The Employer shall not discipline or discharge any Employee covered by this Memorandum, except for just cause as provided for in the County’s Personnel Rules.

Article 21 Polygraph Examinations and Stress Tests

Section A. The Employer may require an Employee to submit to a polygraph or stress test

examination only under the following circumstances:

- (1) When the Employee has denied accusations, by an Inmate, another Employee, or other person, of Inmate abuse or neglect or theft of property; or
- (2) When the Employer has investigated an accusation and found the evidence for and against the Employee's guilt to be evenly balanced i.e., a conflict of credibility between the Employee and a single accuser or between the Employee's side of the story and the circumstantial evidence indicating the Employee's guilt.

Section B. The Employer shall not order an Employee to submit to a polygraph or stress test without the written approval of the Director of Corrections. The Employee shall be given the opportunity to be accompanied to the polygraph examinations site or stress test site by a Union Steward, or in the case of the unavailability of a Union Steward, a Union Officer. If no Steward or Officer is available, because of no fault of the Employer, the examination will not be canceled and the Employee will be required to keep the appointment and submit to the examination or test.

Section C. The Director of Corrections may use such an examination's results only to evaluate the credibility of the witness or the substantiality of the circumstantial evidence. Results of an examination indicating guilt may not be cited as the sole ground for an Employee's discipline.

Section D. An Employee may offer to take a polygraph or stress test examination to substantiate his or her version in an investigation. The Employer shall give due consideration to the results of any tests which an Employee volunteers to take.

Section E. Refusal of an Employee to submit to a polygraph or stress test examination, required pursuant to Section A above, shall be, independently, sufficient grounds for consequent disciplinary action taken by the Employer, including but not limited to discharge.

Once a polygraph examiner, employed by the Employer, has concluded that an Employee-examinee has shown no deception in any such examination, no further examination shall be required by the Employer of that Employee, arising out of the same incident.

Article 22 Wages and Benefits

Section A. The Parties agree to meet and discuss with the aim of reaching an agreement on annual wages and benefits recommendations to be presented to the County legislature by September 1 of each year. Prior to the adoption of the Employer's annual budget, the Union shall have the right to present its views regarding appropriate general wages and benefits, to the County Executive, legislature or an appropriate committee thereof;

provided that the Union's right to make such a presentation to the County Legislature is conditioned upon the Union's timely presentation of its views to the County Executive and his/her staff prior to the submission of the Executive's budget recommendation to the Legislature.

Article 23
Insurance

Section A. The Employer shall continue to offer insurance, including health insurance, to bargaining unit members on the same terms and conditions as it is offered to other full time Employees. If during the term of this Memorandum, the Employer considers modifying the County contribution towards insurance plans, it shall notify the Union and upon request meet and confer with the Union prior to making a decision. In addition, any and all benefits provided under this MOU to a spouse or as a spousal benefit shall be provided to domestic partners irrespective of gender as defined in Appendix C.

Article 24
Grievance Procedure

Section A. Definition & Purpose. A grievance is a dispute, a complaint or difference of opinion between Employer and Union, or an Employee or group of Employees covered by the memorandum with respect to the meaning and application of a complaint or decision under the terms of this memorandum, the personnel policies, or disciplinary procedures, and any grievance shall be settled in accordance with the following procedure which shall be exclusive, but is not intended to preclude discussion between Employer and Union on any subject covered by the Memorandum.

The parties shall make sincere and determined efforts to settle meritorious grievances at the voluntary steps of the grievance procedure and to keep the procedure free from non-meritorious grievances.

Section B. Depending on the matter, grievances follow various processes as outlined in Appendix D.

Section C. Grievance procedures with respect to the meaning and application of a complaint or decision under the terms of this memorandum, the personnel policies, or disciplinary procedures are as follows:

Step 1. The matter shall first be taken up between the bargaining unit member involved and supervisor involved within three (3) days of the aggrieved event. A Union representative may be present during any step of the grievance procedure at the option of the aggrieved Employee. If the grievance is not adjusted orally, it must be submitted in writing to the bargaining unit member's supervisor within ten (10) business days after

the occurrence giving rise to the grievance or after becoming known, or it shall be considered as dropped. The supervisor shall reply to the Employee in writing within ten (10) business days.

Step 2. If not resolved at Step 1, the aggrieved Employee may submit a grievance within ten (10) days of his receipt of written response of the supervisor. The grievance shall be submitted to the Employee's appropriate departmental division manager, who shall respond to the grievance in writing within ten (10) days after the grievance is received.

Step 3. In case the matter cannot be settled under Step 2, the matter will then be considered by a Union representative and the Director of Corrections or his/her designee. Requests for consideration by the Director must be in writing within ten (10) business days of the decision in Step 1, or the grievance shall be dropped. The Director's decision shall be made in writing within ten (10) business days after submission to him, or the grievant shall prevail. For grievances regarding the meaning and application of a complaint or decision under the terms of this memorandum or the personnel policies, the Director's administrative decision shall be final.

Section D. For disciplinary actions, demotions, or terminations, the aggrieved Employee shall be afforded the following additional steps:

Step 4. In the event a satisfactory solution cannot be reached between the parties through the procedure set forth above, the Employee may request a Merit System Commission hearing as provided in the Employer's Personnel Rules. Disciplinary matters where the discipline imposed is a discharge case, demotion, and a suspension of five (5) days or greater, the grievant shall have the option of selecting arbitration or a hearing before the Merit System Commission, but not both. In disciplinary matters where the discipline imposed is a suspension of four (4) days or less, the Employee's only administrative remedy will be to seek a hearing before the Merit System Commission. In all arbitration cases, the parties shall comply with the following procedure:

- A. Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) business days following the decision of Step 2 above. The notice shall set forth the articles or sections of this Memorandum, which are claimed to require modification or referral of the decision previously made. If notice of intent to arbitrate is not delivered within fifteen (15) business days, the grievance shall be deemed abandoned.
- B. Within fifteen (15) business days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) or other arbitration service jointly agreed upon by both parties, and the parties will alternately and independently strike unacceptable arbitrators from a list with the

last remaining arbitrator being selected. If the party upon whom a properly executed FMCS request is served fails to execute and send such request within fifteen (15) business days of service thereof, then the grievance shall be found in favor of the non-defaulting party. The Parties shall bear their own cost of the arbitration and all charges of the arbitrator shall be borne equally by the parties.

- C. Bargaining unit members shall not be paid for the time spent in attending an arbitration proceeding other than as a witness.
- D. The jurisdiction and authority of the arbitrator shall be bound by the following:
 - 1. The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary to enable him to act effectively. The arbitrator shall observe the rules of evidence.
 - 2. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
 - 3. In the resolution of disputes between the parties of this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and the facts and evidence presented to him by the parties in the presence of each other.
 - 4. The arbitrator shall have no authority to substitute his/her judgment for that of the management of the Employer, nor shall they have authority to usurp, subtract from, modify or exercise any management right of the Employer.
 - 5. In discipline or discharge matters, the arbitrator shall have the discretion to rescind or decrease the discipline imposed, if the evidence so warrants.
 - 6. The cost of the arbitrator shall be shared equally by the Employer and the Union.
 - 7. Decisions of the arbitrator are subject to review by the County Executive, who may modify the arbitrator's decision when he/she believes the findings of fact and decision of the arbitrator are clearly contrary to the overwhelming weight of the evidence viewed in its entirety. Any ruling by the County Executive to modify a decision of an arbitrator must be submitted to the parties, in writing, within fifteen (15) business days of the arbitrator's decision and must specify the facts and evidence which support such modification. The written decision of the

County Executive shall be subject to judicial review, as a contested case, in the Circuit Court of Jackson County which court shall have the authority to overturn the County Executive's decision if it is not supported by the evidence. If the County Executive fails to issue such a written decision, the decision of the arbitrator shall be final and binding.

Section E. For performance evaluations, Employees are afforded an appeal process as set forth in the Personnel Rules. Performance evaluations are not subject to the grievance, Merit System Commission Appeal, or arbitration procedures.

Article 25
Court Appearances

Section A. Any Employee required by the Employer to accompany or transport Inmates to another location or to court, shall be considered to be on regular duty and shall be compensated accordingly.

Article 26
Overtime

Section A. When an Employee is required to work more than forty (40) hours per week, the Employee will be paid overtime at the rate of time and one-half the regular rate of pay.

Section B. When overtime is deemed necessary by the Employer, it will be distributed equitably, and every effort will be made to secure volunteers before overtime work is assigned.

Section C. Voluntary Overtime. In its efforts to secure volunteers to perform unscheduled overtime work, the Employer agrees to undertake the following steps, time permitting:

- (1) Contact all those Employees then on duty;
- (2) Call Employees from the oncoming shift, not already assigned to work the shift for which overtime work is necessary. In this regard, the Employer agrees to make actual contact with three Employees from said shift or attempt to contact all those from said shift not already scheduled, including case managers, lead correctional officers, or any staff member qualified to perform the duties.
- (3) The Employer shall notify a shift Steward if overtime work is necessary and invite the steward to participate in the efforts to secure volunteers.

Section D. Mandatory Overtime. If these steps fail to secure adequate volunteers to perform necessary work, then the Employer may assign the overtime work pursuant to a posted draft list.

In the event the Employer requires mandatory overtime, Employees will be provided at least thirty (30) minutes notice if at all practicable.

Additionally, Employees will not be permitted to work mandatory overtime consisting of two full shifts (double shift) two days in a row. Upon completing a full double shift assignment under mandatory overtime (for example, 8 hours regular and 8 hours of mandatory overtime under current work schedules as of the signing of this agreement), the Employee will be ineligible for second shift of mandatory overtime the following day. This paragraph will not be in effect in the event that there is an extraordinary emergency condition in the Corrections facility declared by the Director of Corrections or his/her designee. In the event of a declared emergency by the Director, all employees will be assigned as determined by Director.

Once an employee is drafted for mandatory overtime and works at least one (1) hour, they will be removed from the top of the list and placed at the bottom.

For one (1) hour or less hold over mandatory overtime, positions will be filled by like rank.

Section E. Unscheduled vacation time, unscheduled comp time, funeral and sick leave or FMLA Leave shall not count as hours worked for the purpose of computing overtime hours.

Section F. Employees may volunteer for overtime on an unlimited basis, subject to management approval in the interest of Employee safety.

Article 27 Bidding

Section A. Shift Transfers and Days Off Requests.

When openings occur for classifications in the bargaining unit, the openings shall be posted Facility-wide on Union bulletin boards for seven (7) days. The postings shall identify the classifications to be filled. Merit Employees may bid on shift transfers and days off assignments at the same time. Based on staffing levels at the time that bidding closes, vacancies will be filled in accordance with Positional Seniority. The Employer reserves the right to not fill all posted vacancies when staffing problems exist. In the event that no one bids a slot that needs to be filled, the Employer may transfer an Employee, junior in seniority, to that position on an involuntary basis.

The Employer will post a bidding announcement on the Employer bulletin board when Employees are eligible to submit requests to transfer to different shifts and days off.

Bidding periods will normally last for one (1) week.

Section B. Qualifications.

The Employer shall fill any openings on the basis of seniority, experience, job

performance, and training. When experience, performance, training, and attendance record are substantially equal, seniority will govern.

Article 28
Probationary Employees

- Section A. A Probationary Employee is not a Merit Employee. However, Probationary Employees may be assisted by the Union in preparing documentation to present to the Director of Human Resources for dismissal reviews. Also, the Union shall represent probationary Employees for purposes of collective bargaining in respect to collective wages, hours, and other conditions of employment as set forth in the recognition article of this Memorandum.
- Section B. The Employer may, after complying with the performance evaluation requirements set forth in Jackson County Personnel Rules with the approval of the County Executive, advance the salary of a Merit Employee whose probationary period has expired and who has demonstrated outstanding competence and effort within the grade, in an amount not to exceed 10%. No outstanding merit increases shall be given to an Employee within the three-month period following a promotion.

Article 29
Sick Leave

- Section A. Each Employee has the unlimited right to use his or her accumulated sick leave for illnesses or medical reasons as outlined in the County Personnel Rules. However, the Employer has a right, consistent with Employer policy, to require a medical excuse before allowing an Employee who has used sick leave to return to work.
- Section B. The Employer may consider an Employee's use or abuse of sick leave in determining propriety of disciplinary proceedings and eligibility for promotions.
- Section C. An Employee who utilizes five (5) days or more of sick leave in a year, not including Family Medical Leave, will not be eligible for a performance rating of higher than a "meets expectation" on the annual review.

Article 30
Staffing Quota

- Section A. The Employer will not replace a bargaining unit position with an Inmate.
- Section B. The Employer will make every attempt to manage an appropriate corrections officer to Inmate ratio as determined by the County.

Article 31
Shift Differential

Section A. Each Employee permanently assigned to work a shift beginning with the majority of its hours between 2:00 p.m. and 12:00 a.m. shall receive a shift differential of \$30.00 per month. Each Employee permanently assigned to work a shift with the majority of its hours between 10:00 p.m. and 8:00 a.m. shall receive a shift differential of \$40.00 per month.

Section B. Beginning in Fiscal Year 2009, all Bargaining Unit Employees whose regularly scheduled shift begins on a Saturday or Sunday, shall be paid weekend shift differential equal to \$1.00 per hour for all actual hours worked on that shift. The \$1.00 weekend shift differential will apply to overtime calculations as well. In no event will the weekend shift differential be paid for any hours except actual hours worked.

Double time will no longer be paid for overtime work on Sundays. Employees required to work overtime on Sundays will be paid pursuant to Article 26, Section A and the weekend \$1.00 shift differential.

Article 32
Leave Without Pay

Section A. The Employer has a policy hereunder an Employee may be disciplined for excessive use of leave without pay (LWOP), i.e. absences from the workplace not covered by an Employee's accumulated leave accounts. For the purpose of establishing a time frame from which to document and calculate LWOP incidents, the time frame will begin with the date of the first incident and will be documented on a continuing basis. If, after receiving LWOP disciplinary action, an Employee works for a two-year period without receiving any further LWOP disciplinary actions, then any discipline issued after the expiration of the two-year period will start again with the first step (verbal warning).

Article 33
Employee Incentive Award Program

Section A. The Employer operates an Employee incentive award program hereunder the Employer rewards Employees who have met certain standards in areas of performance such as personal fitness and attendance. Regarding attendance, Employees may earn up to four (4) days of paid leave per year for achieving perfect attendance. One (1) paid leave day will be awarded for each complete calendar quarter during which the Employee achieves perfect attendance. To qualify for perfect attendance, an Employee must meet the following guidelines for the quarter in question:

- (1) The Employee must have been employed on the first day of the quarter.
- (2) The Employee did not use any sick leave, including Family Medical Leave.
- (3) The Employee did not accumulate any "lates" that resulted in a loss of time/pay.

- (4) The Employee did not take unscheduled vacation time, i.e. vacation requested less than one week in advance.
- (5) The Employee did not receive any suspension time.
- (6) The Employee did not use any LWOP days, except leave required under federal law, and leave requested at least one week in advance, authorized by this Memorandum.

Section B. For the purpose of calculating quarterly perfect attendance, the following dates will be used:
1st Quarter - January 1 through March 31
2nd Quarter - April 1 through June 30
3rd Quarter - July 1 through September 30
4th Quarter - October 1 through December 31

Section C. Perfect attendance days must be used within one year of being awarded and all incentive days must be used prior to an Employee's separation from the Employer.

Article 34
Parking

Section A. The Employer will agree to pay the Union a monthly amount of \$37 per Employee covered by the bargaining unit on A Shift and B Shift for the exclusive purpose of securing a parking lot for Employee parking. Adequate parking must be provided by the union for all Employees as defined herein and the parking facility must be open to all Employees regardless of union membership status. This amount will be paid to the Union monthly.

Section B. On a quarterly basis, Employees will be offered the opportunity to be provided with a bus pass pursuant to the Employer's bus pass policy in lieu of the parking stipend paid to the Union. In the event an Employee elects a bus pass in lieu of parking, the \$37 per Employee stipend will be deducted from the monthly amount paid to the Union for the entire quarter.

Article 35
Miscellaneous

Section A. The Employer shall make available for inspection the Employer's operating regulations and Jackson County Personnel Rules in the administrative office area of the Facility. Should the Employer determine to utilize facilities other than the Jackson County Detention Center, the Employer agrees to make these items similarly available.

Section B. The Employer shall take whatever steps are determined by the Employer's medical provider deemed appropriate to prevent the spread of infectious or contagious diseases within a facility. This may include the furnishing of protective clothing and the operation of isolation areas. The Employer shall post notices at any such isolation

areas. Disposable plastic gloves shall be made available to-intake personnel.

Section C. Written directives issued by the Employer shall state the date, name and title of the issuing official, as well as the official's initials or signature.

Article 36
Duration, Modification and Amendment

Section A. This Memorandum shall remain in full force and effect from the date of execution until December 31, 2010, and shall continue in full force and effect from year to year unless notice is given in writing to either party at least ninety (90) days prior to the expiration of this Memorandum. The Parties shall meet within thirty (30) days from the date of the request to meet, confer, and discuss a successor Memorandum. This Memorandum shall remain in full force and effect during the period while discussions continue for the purpose of arriving at a successor Memorandum.

Section B. The Employer shall grant leave, to be considered time worked, to four (4) Employees, to attend meetings, confer and discuss sessions for the purpose of arriving at a successor Memorandum.

Section C. If any article or section of this Memorandum is specifically held unlawful or unenforceable by a court of competent jurisdiction, the Parties shall meet, confer, and discuss the affected item no later than forty-five (45) days following the date of the invalidity, if either party requests discussion of the item.

By affixing their signatures below, the American Federation of State, County and Municipal Employees AFL-CIO, Missouri / Kansas Council 72 and on behalf of its Local Union 1707 and Jackson County, Missouri adopt this Memorandum as the final agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused their officers to inscribe their names this 21st day of April, 20 08.


JACKSON COUNTY, MISSOURI:

By 
Michael Sanders, County Executive


AFSCME:

By 
Steve Roth, Business Agent, State Council 72

APPROVED AS TO FORM:


County Counselor

By 
Jesse Morgan

By 
Ozondu Ugbaja

By 
Lorraine Arter

Appendix A

The bargaining unit shall consist of the following job classifications within the Jackson County Department of Corrections.

Clerk
Support Services Specialist
Inmate Case Manager
Corrections Officer
Part-Time Corrections Officer
Lead Corrections Officer
Librarian
Support Services Technician
Lead Support Services Technician
Paralegal
Lead Paralegal

Appendix B

UNION DUES AUTHORIZATION FORM

To be provided by the Union and Approved by the Employer.

Appendix C

DOMESTIC PARTNER DEFINED

Domestic partners are defined as two adults who:

- Are at least 18 years of age;
- Have an exclusive mutual commitment to share responsibility for each other's welfare and financial obligations which has existed for at least 12 months prior to the enrollment of the Domestic Partner coverage which is expected to last indefinitely;
- Have maintained the same residence for at least 12 months prior to the enrollment of the Domestic Partner coverage;
- Are competent to contract at the time the domestic partnership statement is completed;
- Are not legally married to any person and not related in any way that would prohibit marriage in the State of Missouri; and
- Are each other's sole domestic partners.

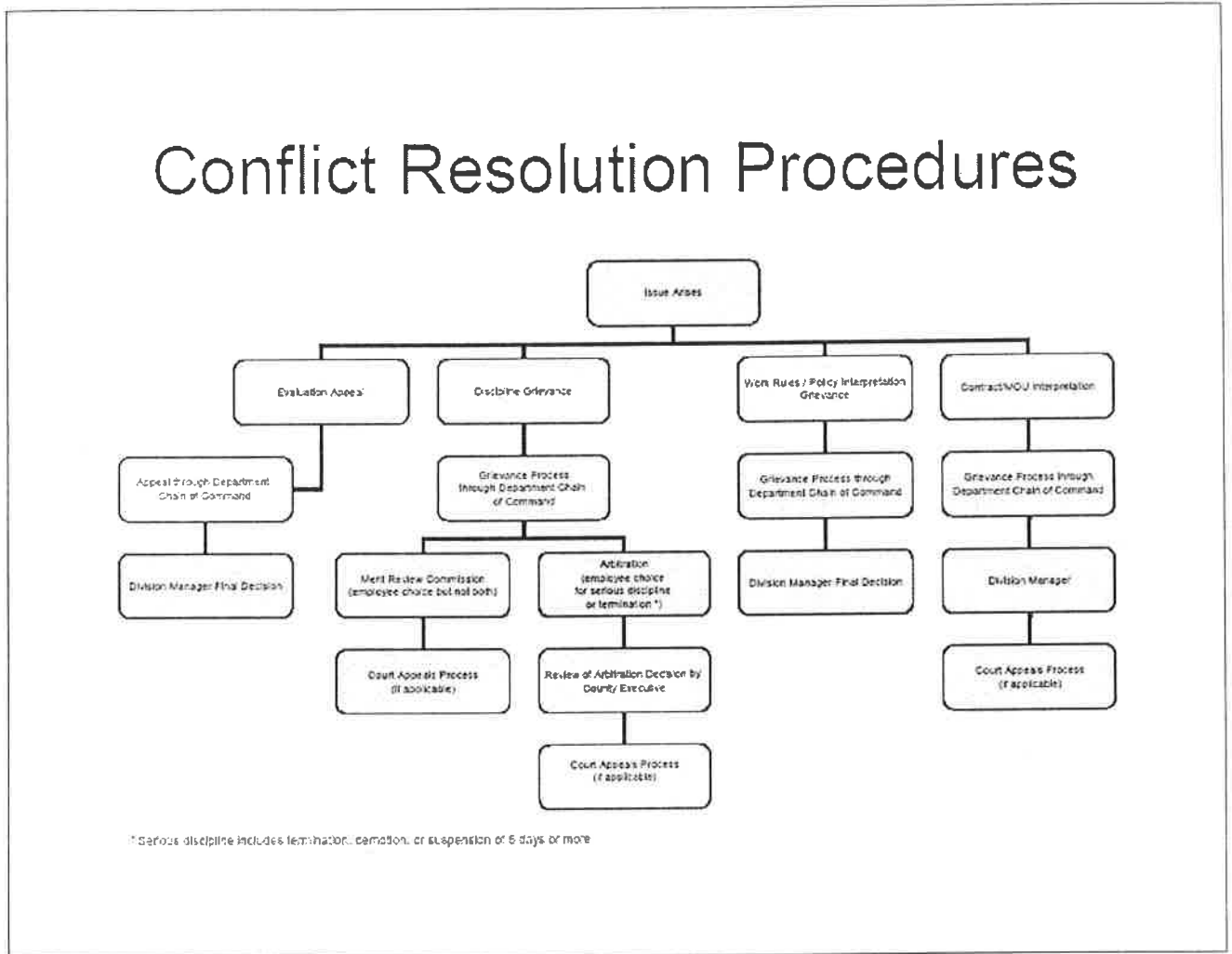
Domestic partners must have at least three of the following:

- Joint lease, mortgage, or deed;
- Joint ownership of vehicle;
- Designation of the Domestic Partner as durable power of attorney or health care proxy;
- Joint wills or designation of the Domestic Partner as executor and/or primary beneficiary;
- Joint bank account, joint credit cards, or other evidence of joint financial responsibility;
- Designation of the domestic partner as beneficiary for the Employee's life insurance or retirement benefits; and
- Such other proof to establish financial interdependency under the circumstances of their particular case as considered being sufficient.

Or as otherwise provided for in County policies.

Appendix D

CONFLICT RESOLUTION PROCESS CHART



* The above procedure is illustrative in purpose. Specific steps are governed in the Memorandum of Understanding and County's Personnel Rules, or as otherwise set forth in law.