

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into this ___ day of January, 2016 between Jackson County, Missouri (County), the Jackson County Prosecutor's Office (Prosecutor), and Local 42 of the International Association of Fire Fighters (IAFF).

WHEREAS, the County, the Prosecutor and the IAFF are parties to a Collective Bargaining Agreement (CBA) which relates to terms and conditions of employment for the years 2014-2017;

WHEREAS, the IAFF serves as the exclusive bargaining representative for all Assistant Prosecuting Attorneys (APA) as outlined in the parties CBA;

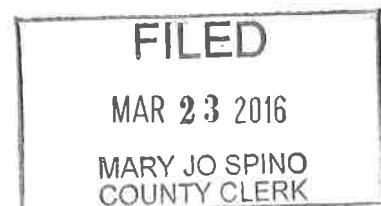
WHEREAS, the CBA encourages, to the fullest degree, friendly and cooperative relations between respective representatives of the Prosecutor and the IAFF at all levels and among all employees;

WHEREAS, the Prosecutor has provided notice to the IAFF that it intends to make merit increases for eligible bargaining unit members retroactive to January 1, 2016, instead of July 1, 2016, as outlined in the Article XVIII of the CBA.

WHEREAS, in the 2016 budget, the County has allocated a two-percent merit raise pool;

WHEREAS, all parties mutually agree that:

1. Until the expiration of the CBA, any and all references to July 1, as it relates to compensation, shall be effectively amended to read January 1; and,
 - a. For raises taking effect in 2017, Article XVIII of the CBA shall continue to govern the process, unless amended by this or a future agreement between the parties; and,
2. For raises taking effect in 2016, all employee's covered by this agreement that receive(d) an evaluation score of meets expectations or above shall receive the full 2% merit-based increase; and,
3. For raises taking effect in 2016, the employee's existing evaluation which was completed in 2015 shall be used to determine their eligibility for a merit-based increase; unless
 - a. The employee's evaluation score failed to meet expectations, in which case the employee will be re-evaluated and the new score shall be used; or
 - b. The employee has been employed 6 months as of January 1, 2016, and has not received an evaluation in 2015, the employee will be evaluated and the score shall be used.



4. For raises taking effect in 2016, and/or raises based upon the employee's work performance in 2015, the County and Prosecutor, upon completion of the terms of this agreement, shall be deemed to have fulfilled their obligations relating to salary and/or wage increases as covered by Article XVII of the CBA.

IT IS SO AGREED.

Approved as to Form:

Jackson County, Missouri Prosecutor's Office

By: Jean Peters Baker
Jean Peters Baker, Prosecuting Attorney
Date: _____

Jackson County, Missouri

By: Frank White
Frank White, County Executive
Date: _____

W. Stephen Nixon
W. Stephen Nixon, County Counselor (Approved as to form)
Date: _____

ATTEST:

Mary Jo Spina
Clerk of the County Legislature

IAFF, Local No. 42

By: William Galvin
William Galvin, President
Date: 2-3-2016