

**LETTER OF UNDERSTANDING**

This Letter of Understanding is entered into the 4 day of <sup>August</sup>~~July~~, 2011, between Jackson County, Missouri (County), the Jackson County Sheriff's Department (Department), and West Central Missouri Regional Lodge No. 50 of the Fraternal Order of Police (FOP).

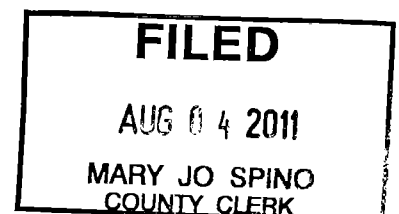
**WHEREAS**, the FOP serves as the exclusive bargaining representative for all full-time sworn Deputies, Sergeants, Court House security, Dispatchers and civilian merit employees employed by the Sheriff's Department, excluding confidential employees;

**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 2010-2013;

**WHEREAS**, in accordance with Article 18, Section 3, of the MOU, the parties participated in a compensation study;

**WHEREAS**, Article 18, Section 3 of the MOU provides that if the compensation committee's recommendations are not implemented, the Lodge may re-open the entire agreement for further negotiations by providing notice to the County within fifteen (15) days of its decision not to implement the recommendations.

**WHEREAS**, the FOP previously filed two separate grievances on February 3, 2011, and March 31, 2011, regarding pay increases received by other County employees, both alleging a violation of Article 18, Section 2(C) of the MOU.



**WHEREAS**, the County has presented a proposal to the FOP to restructure the pay system, which would result in promotions of certain bargaining unit members to positions outlined herein.

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

1. The County shall implement the proposed pay system as outlined in the attached Appendix A, such implementation shall be effective as of July 1, 2011;
2. The parties agree to meet and confer on or before October 15, 2011 and October 15, 2012, to discuss wages for bargaining unit members in 2012 and 2013 respectively;
3. The FOP shall withdraw, in writing, the grievances regarding pay increases received by other County employees;
4. The following shall be the requirements for advancement to the following positions:
  - a. Court House Deputy-individual must pass a written deputy entrance exam and must be attending or have completed an Academy certified by the Missouri Department of Public Safety's Peace Officer Standards and Training (P.O.S.T.).
  - b. Probationary Deputy-individual must be Missouri P.O.S.T. certified and pass a written deputy entrance exam. Probationary Deputies must complete the Department's FTO program.

c. Deputy 1- After one year of service, Probationary Deputies, who have successfully completed the Department's FTO program, shall be automatically promoted to Deputy 1.

d. Deputy 2- Deputy 1 with 8 years of experience, who is eligible for a special assignment or eligible for a position in a specialized Unit, shall automatically be promoted to Deputy 2.

e. Sergeant 1- The Deputy with a minimum of five (5) years experience who has been promoted to Sergeant in accordance with Article 9 of the MOU. Sergeant 1 must also complete a course in personnel supervisor training program as determined by the Sheriff.

f. Sergeant 2 – Sergeant 1 with five years experience as a sergeant, who has completed an advance educational program at a law enforcement training institute, shall be automatically promoted to Sergeant 2.

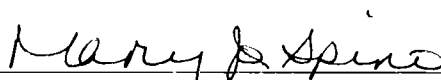
5. The following minimum salaries shall remain in effect through the duration of the MOU and shall constitute current contract language in negotiations for a successor agreement to the MOU:

Probationary/Court House Deputy -		\$14.78/hr.
Deputy I	-	\$16.34/hr.
Deputy II	-	\$20.33/hr.
Sergeant I	-	\$24.34/hr.
Sergeant II	-	\$28.34/hr.

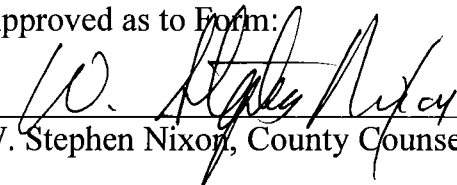
6. Employees hired after the execution of this agreement shall start at the minimum pay for their respective positions identified in paragraph 5 above;
7. Each non-probationary civilian member of the bargaining unit, who has received an evaluation of "meets expectations" or better and who is not listed in Appendix A, shall be given a 3% wage increase over his or her 2010 salary, to be effective July 1, 2011;
8. The remaining provisions of the current MOU not altered by this Letter of Understanding shall remain in effect through the duration of the MOU;
9. This Letter of Understanding shall serve as an addendum to the MOU and shall be enforceable through the grievance procedure found in Article 15 of the MOU.

**IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS  
LETTER OF UNDERSTANDING ON THE DATE WRITTEN BELOW.**

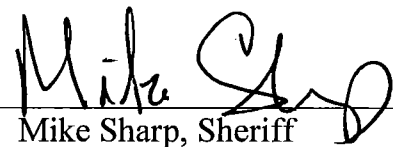
Attest:

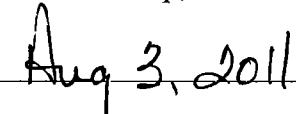
  
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Mary Jo Spino

Approved as to Form:

  
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W. Stephen Nixon, County Counselor

**Jackson County, Missouri Sheriff's Department**

By:   
\_\_\_\_\_  
Mike Sharp, Sheriff

Date:   
\_\_\_\_\_

By: Mike D. Sanders  
Mike D. Sanders, County Executive

Date: August 1, 2011

**Fraternal Order of Police, Lodge No. 50**

By: Rick Inglis  
Rick Inglis, President

Date: 7/27/11

By: Arnold Wilson  
Arnold Wilson, Chairman, Chapter 3

Date: 7-27-11