

REQUEST FOR LEGISLATIVE ACTION

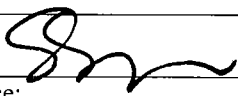
Completed by County Counselor's Office:

Res/Ord No.: 18339

Sponsor(s): Dan Tarwater, Theresa Garza Ruiz,
and Crystal Williams

Date: December 2, 1013

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A Resolution authorizing the County Executive and the Jackson County Prosecuting Attorney to execute an Agreement with Local Union No. 42 of the International Association of Fire Fighters regarding the terms and conditions of employment of members of its bargaining unit within the Office of the Prosecuting Attorney.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="329 625 1203 936"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): NA Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): Resolution #17624 (July 11, 2011)</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Jean Peters Baker, Prosecuting Attorney</p>										
<p>REQUEST SUMMARY</p>	<p>As part of a negotiated agreement, the Prosecuting Attorney and County Executive request approval to sign the Collective Bargaining Agreement as proposed.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p>ATTACHMENTS</p>	<p>CBA</p>										

REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 11/27/13
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #4285
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JACKSON COUNTY, MISSOURI

AND

LOCAL No. 42 INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter "AGREEMENT") has been collectively bargained and shall be effective on the 1st day of January, 2014 between the County of Jackson County, Missouri, (hereinafter the "Employer ") and Local No. 42 of the International Association of Firefighters (hereinafter "the Union").

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

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Employer, its employees and the Union. Additionally, the parties to this Agreement are committed to advancing and practicing the highest of ethical standards as embodied by the Rules of Professional Conduct adopted by the profession.

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

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

ARTICLE I

RECOGNITION AND UNION SECURITY

Section 1. Recognition

The Employer hereby recognizes the Union as the exclusive bargaining representative for all full-time and part-time attorneys in the Jackson County Prosecutor's Office, including

those assistant prosecutors functioning as Trial Team Leaders. Excluded from the bargaining unit and Union representation are clerical employees and supervisors, attorneys functioning as Deputy Prosecutor(s), Chief Trial Assistants or their equivalent, the Director(s) of Family Support, and such other positions in the Prosecutor's Office which position does not require a Juris Doctorate degree or admission in good standing to the Missouri Bar Association.

In the event the Employer 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. Union Security

- A. Within thirty (30) days of the effective date, employees covered by this Agreement 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 Agreement and covered by this Agreement shall be required as a condition of employment to become members of the Union or pay the service and representation fee.
- C. The Employer shall deduct Union dues from the salaries of those members of Local No. 42 who authorize such, in writing (pursuant to the authorization form attached as Appendix B) and shall deduct the service and representation fee (pursuant to the authorization form attached as Appendix C) 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 Agreement, whichever occurs first. Revocation of such authorization must be in writing, with a copy to the Union and the County, 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 Secretary-Treasurer of Local No. 42. The Employer agrees to provide this service without charge to the Union.

Section 3. Miscellaneous Checkoff

- A. The Employer will provide payroll deduction to members for FIREPAC 42 (or other political action committee identified by the Union).

- B. The Employer will offer a deferred compensation plan provider selected by the Union as the exclusive provider or as an option for all members.
- C. The Employer will provide payroll deduction for a credit union selected by the Union.

Section 4. Union Communications

The Union shall be allowed to use space on the Employer's bulletin boards and other similar spaces for posting Union information and notices. Additionally, the Union shall be allowed to use the Employer's electronic communication system(s) for the dissemination of Union information and notices. Campaign information produced by a candidate in a partisan political election or contest may not be posted on the Union bulletin boards. Additionally, the Employer's bulletin boards or other communication media, including electronic mail, may not be used to solicit funds or support for political candidates.

ARTICLE II MANAGEMENT RIGHTS AND NO STRIKE

Section 1. Management Rights

Except as otherwise provided herein, the County, through the Prosecuting Attorney, and 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 County, through 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 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;

For purposes of this Agreement, "just cause" includes but is not limited to:

- Making a material misrepresentation or omission in connection with obtaining employment with the Prosecuting Attorney's Office when discovered within six months of employment.
- Violations of State or Federal Criminal Law, excluding minor traffic violations or minor code violations.
- Misconduct that is related to willful or grossly negligent violations of the rules of discovery or serious violations of the Jackson County Prosecutor's Office "Discovery Best Practices and Procedures."

- Violation of the Missouri Rules of Professional Conduct
 - Misuse of authority or egregious conduct that brings, or could bring discredit upon the State of Missouri, Jackson County or the Prosecuting Attorney's Office.
 - Failure to maintain the professional license in good standing
- F. Change or maintain 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 and;
- H. Determine the assignment of criminal cases and unit assignments for all employees including bargaining unit members of the Prosecutor's Office. The Union and the Employer agree that the elected Prosecuting Attorney has the ultimate and final decision making authority as to the filing of criminal charges, disposition of criminal charges, case strategy and all criminal procedures pertaining to criminal cases and that no article or provision of this Agreement in any way may dictate, challenge, limit or diminish such authority. The Prosecutor recognizes that any actions by any attorney in his/her employ must comply with the rules of professional conduct outlined by Missouri Supreme Court Rule Four. Further, the Prosecutor recognizes that under Missouri Supreme Court Rule 4 he/she is ultimately responsible for any violation of the Rules of Professional Conduct by any attorney in his/her employment, if he/she orders or, with knowledge of the specific conduct, ratifies the conduct involved. If during the term of this Agreement an Assistant Prosecuting Attorney has a good faith basis to believe that following a directive of the Prosecutor conflicts with Missouri Supreme Court Rule 4, he/she may request to be removed from the case. Such request may not be unreasonably denied. The parties acknowledge that, if the Prosecutor denies a request to be removed from a case, the normal and regular remedy for the Assistant Prosecuting Attorney is to comply and grieve. An Assistant Prosecuting Attorney shall suffer no adverse consequences for making such a request or filing a grievance, if such request is denied.

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

- I. Discuss with members matters regarding their professional development, case management, trial strategy and performance-related issues that are not reasonably calculated to lead to discipline.

Section 2. No Strike

- A. The Union and its members agree that there will be no strikes, work stoppages, slowdowns, sit downs, refusal to perform work or other concerted interference with County operations during the term of this Agreement. The County agrees not to require bargaining unit members to cross or work behind a picket line, unless such member is required to appear at trial or other similar proceeding, or when required to appear at the courthouse because the matter is urgent and also involves public safety. In such cases, bargaining unit members will not refuse to cross or work

behind a picket line.

- B. The Employer agrees it shall not lock out its employees. The Employer 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 III SUBCONTRACTING & PART TIME WORKERS

The Prosecuting Attorney will not hire part-time contract attorneys, except as necessary on a case by case basis to obtain specialized experience not otherwise available within the office or as required to avoid a conflict of interest or as needed to represent Bargaining Unit Members in any action arising out of the course of their duties. Nothing herein, however, shall prohibit the Employer and the Union from mutually agreeing upon appropriate "flex time" and/or "job share" arrangements for full time incumbent employees.

ARTICLE IV LABOR/MANAGEMENT COMMITTEE

Section 1. Labor Management Committee

The Union and the Employer shall form a Labor - Management Committee composed of equal numbers of labor and management. The Union shall appoint its representatives on the Committee, and the Employer shall appoint its representatives on the Committee. The Committee shall be co-chaired by one member from the Union and one member from the Employer. This committee is not vested with the power to change, alter, or modify this Agreement.

Section 2. Meetings

The Labor-Management Committee meetings shall be scheduled at the request of a Union representative or the Prosecutor or his designee. Upon approval of this Agreement, the Labor-Management Committee will meet no less than quarterly. The Prosecuting Attorney, or his/her designee, shall regularly attend these meetings.

Section 3. Covered Time & Agenda

Time for meetings shall be compensated by the Employer. The purpose of this committee is to deal collaboratively with issues of mutual interest, to maintain and improve labor-management relations and to help identify and resolve problems. A Union representative and the Prosecutor's designee will provide a written agenda at least three (3) business days before the meetings.

Section 4. Release From Duty

Upon agreement and implementation of this Agreement, designated bargaining unit

members will be released from duty on pay status when required to conduct Union Business. Request for release from duty on pay status shall be made to the bargaining unit member's supervisor and the Deputy Prosecutor or his/her designee at least 24 hours in advance whenever possible. Such status will not be abused by either the Prosecutor or the Union. The parties further agree that such release from duty may be properly denied if the member is scheduled to be in trial or similar proceedings, unless mutually agreeable arrangements can be made.

ARTICLE V DISCIPLINARY PROCEEDINGS

Section 1. Covered Actions

As provided in Article II, Section 1, E above, Management may impose discipline for just cause. Discipline shall be appropriate for the nature and severity of the misconduct at issue, in light of the totality of the circumstances involved. All disciplinary actions are covered by this Agreement and are subject to the grievance procedure including violations of the Jackson County, Missouri Policies and Procedures or the Jackson County Prosecuting Attorney's Office Policies and Procedures, so long as the policies and procedures do not conflict with any section of this Collective Bargaining Agreement. The Union recognizes that employees covered by this Agreement have a duty to cooperate, consistent with the applicable law, in investigations in which the employer has a legitimate and articulable interest, including discipline. The Prosecutor will initiate investigations into matters that could lead to discipline within fifteen calendar (15) days after the Prosecutor has notice of the matter. Normally, such investigation should be completed in no more than thirty (30) calendar days after its commencement and the Prosecutor will notify the Union if such investigation is expected to take more than thirty (30) calendar days. This section shall not apply to investigations conducted by the Human Resources Department pursuant to sections 1.5, 1.6, 1.7, and/or 19.4 of the Jackson County Personnel Rules.

Section 2. Just Cause

The Prosecutor will not discipline or discharge any employee covered by this Agreement, except for just cause. Once the Prosecutor cites an employee for an alleged rule or policy violation, and after the completion of the investigation, it becomes incumbent upon the Prosecutor to take any contemplated disciplinary action within thirty (30) calendar days. If no such action is forthcoming within aforementioned thirty (30) calendar days, then the incident will be considered dropped by the Prosecutor. The Prosecutor may request an extension of the time limits contained in this section if such request is reasonable or necessary under the circumstances.

Section 3. Appeal of Discipline

As noted above, all disciplinary matters shall be subject to the grievance procedure, including arbitration as defined in this agreement. 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 Business Agent. The right to Union representation is not intended to apply in the case of routine and necessary discussions between bargaining unit members and members of management (i.e., discussions about trial status, case updates, etc.).

ARTICLE VI GRIEVANCE PROCEDURE

Section 1. Purpose

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 Agreement, 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 2. Procedure

Grievances may be initiated and processed by any bargaining unit member 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 or a supervisor outside the bargaining unit of this Agreement. 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 fifteen (15) 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 (Business Agent, 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. Within fifteen (15) calendar days of receiving the request for a Step 2 consideration the Prosecuting Attorney or his/her designee shall meet or set a meeting with the Union's representative and the grievant to consider the grievance. The Prosecuting

Attorney shall issue a written decision regarding the grievance within fifteen (15) calendar days after the meeting.

Step 3. In the case the matter cannot be resolved at Step 2, the Union may notify the Employer that it intends to submit the matter to mediation. Requests for mediation must be in writing within fifteen (15) calendar days of the receipt of the written answer to Step 2 or the grievance shall be considered dropped. Within fifteen (15) calendar days of receiving the request for mediation, the Prosecuting Attorney or his/her designee shall meet or set a meeting with a mediator from the pre-approved list of mediators, Union representatives, and the grievant for the purpose of mediation. Matters properly submitted for mediation shall be limited to minor discipline (written reprimand or suspension of three (3) days or less), working conditions, and contract interpretations but shall not include all matters cited in the following section related to arbitration, informal discipline, supervisor feedback, or performance evaluations. If the parties reach an agreement in mediation, the agreement will be reduced to writing by the mediator for signatures of the parties within 15 days of the mediation.

A list of four preapproved mediators shall be selected and agreed to by the Union and the Employer. The pool of mediators shall be limited to retired judges or attorneys from the greater Kansas City, Missouri area. The Union shall be permitted to select two mediators and the Employer shall be permitted to select two mediators. If the Union and Employer cannot agree upon a mediator to mediate a specific case, the Union and Employer shall, within fifteen (15) calendar days, alternatively strike a mediator from the list of agreed upon mediators. The first strike will be determined by the flip of a coin.

If the matter is not satisfactorily resolved at Step 3, the Union may submit the matter to arbitration for those matters subject to Arbitration.

Section 3. Arbitration Rights

- A. If the Union is not satisfied with the decision of the Prosecuting Attorney at Step 3, 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 choose an arbitrator from a previously agreed upon list of retired judges from the greater Kansas City, Missouri area. Matters properly submitted for arbitration shall be limited to suspensions of four (4) days or more, demotion, and/or termination.

- B. A list of four preapproved arbitrators shall be selected and agreed to by the Union and Management. The pool of arbitrators shall be limited to retired judges from the greater Kansas City, Missouri area. The Union shall be permitted to select two arbitrators and the Employer shall be permitted to select two arbitrators. To select an arbitrator, the parties shall meet and alternatively strike names from the panel, with the last remaining name being selected as the arbitrator. If the Union and Employer cannot agree upon an arbitrator to arbitrate a specific case, the Union and Employer

shall, within fifteen (15) calendar days, alternatively strike an arbitrator from the list of agreed upon retired judges. The first strike will be determined by the flip of a coin.

- C. Decisions of the arbitrator are subject to review jointly by the Prosecutor and the County Executive, 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 joint ruling by the Prosecutor and the County Executive 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 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 ruling if it does not comply with this Article. If the Prosecutor and the County Executive fail to timely issue a written ruling, the decision of the arbitrator shall be final and binding.

Arbitration shall be the last and final step in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, or modify any of the terms of this Agreement. 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 4. Disciplinary Action

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 5. Alternative Dispute Resolution

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 VII SENIORITY

Section 1. Seniority Defined

Seniority for the purposes of vacation accrual, sick leave accrual and similar "fringe benefits" shall be as of the date of employment with the County. Seniority for all other purposes shall be the date of employment in the Prosecutor's Office.

Section 2. Probationary Period

- A. Employees in the bargaining unit shall be considered probationary employees for the first six (6) months of employment. Such probationary period may be extended for six (6) additional months, with the mutual consent of the employee and the Union. There shall be no seniority among probationary employees. When an employee successfully completes probation, seniority shall be as of date of employment in the Prosecutor's Office.
- B. The Union shall represent probationary employees for purposes of collective bargaining in respect to wages, hours, and other conditions of employment as set forth in the recognition article of this Agreement except that probationary employees may not arbitrate matters involving discipline or seniority.

Section 3. Uninterrupted Seniority

The following shall not be considered interruptions of employment or breaks in service, for purposes of this Agreement. The employee shall retain seniority status if the employee is:

- A. On military leave;
- B. Authorized medical leave of absence with or without pay;
- C. Education leave;
- D. Suspension or dismissal which was subsequently withdrawn by the employer or reinstated in accordance with the appropriate provisions of the contract;
- E. A layoff and subsequent recall to duty within one year;
- F. Resignation and subsequent return to work within one year of resignation.

ARTICLE VIII LAYOFF AND RECALL

Section 1. Layoff

In the event of a reduction in the work force, the employees best qualified to perform the available work shall be retained. In making such determinations, the Prosecutor shall compare the following: education, training, experience, and work record. Work record shall not include performance evaluations. If those factors are relatively equal the junior employee shall be laid off. Any claim that a decision made by the Prosecuting Attorney

(or his/her designee) was arbitrary, capricious or discriminatory shall be subject to the grievance procedure. Unless the County can demonstrate that it does not have the ability to pay, any such laid off employee shall be paid a severance package no less than other county employees similarly situated. The aforementioned severance package, shall include but not be limited to all County benefits associated with the termination of County employment, including COBRA benefits, pay out of accrued vacation and sick leave, consistent with the County Code and personnel rules and include severance pay of a lump sum based on length of service and base pay as follows: Probationary employees, no additional severance; other regular employees less than one year, shall receive a minimum of two weeks; one year but less than two, shall receive a minimum of three weeks; two years but less than three, shall receive a minimum of four weeks; three years but less than four, shall receive a minimum of five weeks; four years but less than five, shall receive a minimum of six weeks; five years but less than six, shall receive a minimum of seven weeks; six years or more, shall receive a minimum of eight weeks pay.

Section 2. Recall

Laid off employees will be entitled to fill vacant positions before new hires. The recall of laid off employees shall be based on seniority, provided that the senior employee is qualified to perform the work. Any claim that a decision made by the Prosecuting Attorney (or his/her designee) was arbitrary, capricious or discriminatory shall be subject to the grievance procedure.

Notice of recall shall be sent to the last known address by certified mail or by personal delivery. Personal delivery is not required in cases where the employee is residing outside the Kansas City area. The employee must notify the Employer of his/her intent to return to work within ten calendar (10) days after receiving notice of recall and shall return to work within thirty calendar (30) days after such notice, unless otherwise agreed to. Employees, who fail to return, as provided herein, shall be considered to have voluntarily resigned.

ARTICLE IX JOB OPENING AND TRANSFERS

Section 1. Preference for Incumbent Employees

In the event that a vacancy arises that the Prosecuting Attorney intends to fill, incumbent bargaining unit members will be given preference over interns and/or 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. Procedure for Filling Vacancies

All vacancies which the Prosecutor intends to fill, including any new bargaining unit positions created by the Prosecutor, shall be posted by electronic mail within ten (10) calendar days of becoming vacant. Such vacant positions shall remain open 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. Any such vacancy which is not filled, shall be posted monthly until such time the vacancy is filled or until it is determined that the position is to be eliminated.

Section 3. Selection

Bargaining unit employees may request to be assigned to any vacancy for which they are qualified. Such requests will be made by submitting a written request, in a form agreed upon between the Employer and the Union to the Deputy Prosecuting Attorney. Such forms shall be available in hard copy and electronically and may be submitted by actual delivery, fax transmission or via electronic mail. The Prosecutor shall determine which applicant is best qualified for the vacancy. Qualification for selection shall be determined by comparing education, training, experience, and seniority of the competing employees.

Other factors that may be used in making such determinations are recommendations from the Deputy Prosecuting Attorney, recommendations from the Interviewing Supervisor and recommendations from the Labor Management Committee.

For positions that have additional supervisory responsibilities, such as Trial Team Leaders, administrative ability, leadership, training and any special requirements of the position, in addition to the attributes listed above, will be considered in determining who is best qualified to fill the positions.

Notwithstanding any articles or provisions of this Agreement, the Prosecuting Attorney may deny the application of any bargaining unit member for transfer from his or her current position to a non-promotional or lateral vacant position, if the Prosecuting Attorney reasonably determines that it is in the best interest of the office to deny such application. In the event that the Prosecutor denies a member's application, he/she shall immediately notify the Union and the member. Such notification shall be in writing and shall include the Prosecutor's reasons for the denial.

Any claim that a decision made by the Prosecuting Attorney (or his/her designee) was arbitrary, capricious or discriminatory shall be subject to the grievance procedure.

Section 4. Forced Transfers

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 qualified for the vacancy as established by the Prosecuting Attorney. Qualification will be determined as described in Article IX, Section 3.

Section 5. Twelve Month Obligation

Going forward from the implementation date of this Agreement, the Prosecutor may require a twelve month obligation to any requested unit assignment of any bargaining unit member. Any such requirement precludes a bargaining unit member from applying to any vacancy during this twelve month period, unless the new position requested is that of Trial Team Leader or similarly situated supervisory position. Any such requirement will be provided to the applicant in writing by the Prosecutor or his/her designee at the time of the posting or job offer. This obligation will not apply to members placed into positions through the Forced Transfer Process.

Section 6. Assignment of Cases

The parties recognize that the assignment of individual cases as well as unit assignments for bargaining unit members remains in the discretion of the Prosecutor and that assignment of a bargaining unit member to a specialty area does not mean that the member will necessarily handle all of the cases in that specialty area or will handle such cases exclusively.

The Labor-Management Committee will, upon request of either party, review and study the assignment of work and cases throughout the office, including case load and case assignment, and may make recommendations to the Prosecutor for balancing work loads and improving operations and efficiency.

Section 7. Executive Staff Vacancies

Vacancies on the Prosecutor's executive staff will be posted for application and bid, provided that such vacancies are to be filled. The parties agree and acknowledge that the decision in filling vacancies in the Prosecutor's executive staff is a matter solely within the Prosecutor's discretion and is not subject to challenge through the grievance procedure. For purposes of this Article, "Executive Staff" refers to the following positions: Deputy Prosecutor, Director of Family Support, Chief Trial Assistant, Operations Administrator, Office Administrator, Executive Assistant to the Prosecutor, Executive Assistant to the Deputy Prosecutor, Communications and Media Coordinator, Chief Investigator, Anti-Drug Program Administrator, Drug Court Administrator and Neighborhood Prosecution Team Leader. Nothing herein is intended to limit or infringe upon a member's right to pursue his or her employment rights, as provided under the applicable law.

ARTICLE X GRANT EMPLOYMENT

The provisions of this Agreement shall apply to bargaining unit members whose positions are funded by grants. Elimination of grant funded positions shall be treated as layoffs. In the event that, during the term of this Agreement, additional grants are applied for and attained by the Prosecutor's Office and such grants have salary limitations or caps that cannot be modified under the terms of the grant, such salary limitations and caps as well as the duration of the grant, if known, shall be included in the posting information for such positions. Members bidding such positions may be required by the Prosecutor to accept such salary caps or limitations, unless otherwise agreed to by the parties.

ARTICLE XI ANNUAL LEAVE (VACATIONS)

Section 1. Earning Vacation

Full time bargaining unit members earn vacation at the following rates:

Years of Continuous	Total Days Per Year	Maximum Hours Allowed	Hours Per Pay Period
Less than 5	10	120	3.08
5 to 10	15	180	4.62
10 to 15	20	240	6.16
15 or more	25	240	7.70

The maximum vacation accumulation allowed any bargaining unit member is one and one-half times his/her normal annual accrual, not to exceed 240 hours. A bargaining unit member's vacation and sick leave continue to accrue while on vacation. Bargaining unit members shall not earn vacation leave while on leaves of absence without pay.

Section 2. Using Vacation

The Trial Team Leader or Chief Trial Assistant shall approve and schedule vacations. Bargaining unit members shall not use vacation time during the first six months of employment. If a holiday is observed during a bargaining unit member's vacation, the holiday shall not be charged against the vacation leave. No refund of vacation time shall be allowed due to illness incurred while on vacation unless proof of an illness can be documented with a doctor's excuse and approved by the Prosecutor or his/her designee for which the applicable vacation time can be substituted with sick leave time if the bargaining unit member has an adequate accrued balance in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

A bargaining unit member who is at or near his/her maximum vacation accrual may

request from the Prosecutor or his/her designee to extend the 240 hour accumulation limit until such time the bargaining unit member's schedule permits him/her to take the vacation time off. Under no circumstances shall any extension of vacation accrual time extend beyond sixty (60) days. The Prosecutor or his/her designee and the bargaining unit member shall make every effort to schedule time off for the bargaining unit member so that the bargaining unit member does not lose vacation time. If separation from employment occurs during an approved extension under this section, no employee shall be paid in excess of 240 hours of vacation pay.

Section 3. Separation Vacation Pay

Upon separation from County employment, a bargaining unit member shall receive vacation pay for all unused vacation. Upon death of a bargaining unit member, his/her surviving spouse, designated beneficiary, or estate will receive the pay for the unused vacation. This section does not apply to temporary or probationary bargaining unit members.

Section 4.

The above stated vacation policy shall not be reduced during the term of this Agreement.

ARTICLE XII SICK LEAVE

Section 1. Sick Leave

Full time bargaining unit members earn sick leave with pay at the rate of 12 days per year, accrued bi-weekly. Bargaining unit members earn vacation and sick leave while on sick leave. Bargaining unit members shall not earn sick leave while on leaves of absence without pay.

Section 2. Using Sick Leave

A bargaining unit member using unscheduled sick leave must contact his/her immediate supervisor within one hour of the start of the bargaining unit member's scheduled work day. Sick leave may be used for illnesses or doctor appointments relating to the bargaining unit member, his/her spouse, child, parent and any other person(s) who resides permanently with the bargaining unit member or for whom the member is the primary caretaker or has durable power of attorney. Sick leave may be used for illness, medical, dental, or optical examinations and treatment when such examination or treatment cannot reasonably be scheduled outside the bargaining unit member's work hours. Sick leave usage for known medical appointments should be scheduled and approved by the bargaining unit members' immediate supervisor.

Section 3. Shared Sick Leave Pools

- A. Bargaining Unit Members may donate accrued sick leave or other accrued leave to other Bargaining Unit Members who have a medical condition that prevents them from working and who have exhausted all of their sick leave and vacation.
- B. A Bargaining Unit Member may submit a Shared Leave Donation form to the Chief of Operations requesting that a specified number of hours of leave be transferred from his/her annual sick leave or vacation account to the sick leave account of a specified recipient. The donor must have a combined total of 120 hours of sick leave and vacation leave after the donation unless the donation is to the account of his/her own spouse, child, or parent. Any leave time donated is irrevocable.

Any bargaining unit member can request to become a leave recipient if:

- 1. He/she makes a written application for donated sick leave by submitting a Shared Leave Request form.
 - 2. The bargaining unit member must provide a letter from a licensed physician that the bargaining unit member or a member of his/her immediate family (spouse, child, mother, father, stepmother, stepfather, or domestic partner) has a medical condition that requires the bargaining unit member to be absent from work, and,
 - 3. The bargaining unit member has exhausted (or will exhaust within the period for which the request is made) all of his/her accrued sick leave and accrued vacation leave.
 - 4. Notwithstanding the above limitation(s) a bargaining unit member can donate sick leave to their spouse, child, or parent at any time so that the spouse, child or parent does not have to be in a leave without pay status if required to be absent from work due to any illness in their immediate family. The donor recipient is not required to exhaust all of his/her accrued vacation before receiving sick leave donation from his/her spouse, child, or parent.
 - 5. If the donor recipient exhausts all donated sick time, the donor recipient can make subsequent application requests.
- C. Each application for the Shared Leave Program shall be approved or denied by the Prosecutor or his/her designee within ten (10) calendar days after receipt of the application and the donor recipient must be notified within five (5) calendar days thereafter advising them that:
- 1. The application was approved or disapproved. If disapproved, the reasons why the application was denied shall be stated in writing and provided to

the Union and bargaining unit member.

2. Other bargaining unit members may request that transfer of sick leave or vacation to the account of the donor recipient.
3. The donor recipient may then advise potential donors that they are in need of additional sick leave.

If the donor recipient does not use all of the donated leave, the leave shall be returned to the donors on a first donated, first returned basis. A recipient donor can request up to 960 hours of donated leave from the Prosecuting Attorney during the course of their employment.

Section 4. Separation Sick Leave Pay

Upon separation from county employment, bargaining unit members are entitled to sick leave pay as follows:

Full Years of Service	Percentage of Unused Sick Leave
1	5%
2	10%
3	15%
4	20%
5	25%

Section 5. Probationary Bargaining Unit Members

During the six month probationary period, bargaining unit members may take sick leave but not vacation or a floating holiday.

Section 6.

The above stated sick leave policy shall not be reduced during the term of this Agreement

ARTICLE XIII BEREAVEMENT LEAVE

Section 1. Leave Time Off & Definition

- A. A bargaining unit member shall be granted three (3) days off, with pay, for the death of a member of his/her immediate family. Immediate family member is defined as spouse, domestic partner, child (including step children, adopted children) parent, parent-in-law, step parent, sister, half-sister, step-sister, sister-in-law, brother, half-brother, step-brother, brother-in-law, daughter-in-law, son-in-law, grandparent,

grandchildren, and any other person that resides with employee or for whom the member is the primary caretaker or has durable power of attorney. 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.

- B. Bereavement leave as described in Section A. 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 2. Leave for Other Deaths

A bargaining unit member 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 XIV HOLIDAY BENEFITS

Section 1. Holidays

Bargaining unit members shall receive the following paid holidays on those days established as official County holidays.

New Year's Day
Martin Luther King Day
* President's Day
Truman Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Friday following Thanksgiving
Christmas Day

The Prosecutor's Office will be closed in observation of President's Day and bargaining unit members shall receive a paid holiday on that day unless the County opts to provide the day before or after Christmas in lieu of President's Day countywide. In that event, the Prosecutor's Office will observe the same day for the holiday as the rest of the County.

When the county holiday falls on a Saturday, the preceding Friday shall be considered the holiday. When the holiday falls on a Sunday, the following Monday shall be considered the holiday.

Section 2. Floating Holiday

In addition to the official County holidays, a bargaining unit member who has six months of employment is entitled to one "floating holiday," not to exceed 8 hours, per calendar year to be taken on a day selected by the bargaining unit member. The bargaining unit member must obtain prior approval from his/her immediate supervisor before taking the holiday. Approval will be liberally granted so long as efficiency of the Prosecutor's Office can be maintained. A floating holiday not used during the calendar year is lost and is not paid out upon separation. The full eight hours of the floating holiday must be taken at one time.

Section 3. Holiday Stipend

Bargaining unit members assigned to work, due to pager duty, on any of the eleven (11) holidays listed in Article XIV, Section 1, shall be entitled to a holiday stipend. The holiday stipend will be paid as follows:

General Crimes Pagers:\$125.00

SVU Pagers:\$75.00

Homicide Pagers:\$75.00

Additionally, members assigned pager duty may trade said pager duty with other members to accommodate scheduling conflicts. All trades of this nature require approval of the Prosecutor or a Chief Trial Assistant. The recipient of the pager duty trade shall qualify for holiday stipends (as described above) and not be deemed to have voluntarily elected to work. In the event a member staffs more than one of the above described pager duties on any of the listed holidays, the holiday stipend will be cumulative.

Section 4.

The above stated holidays shall not be reduced during the term of this Agreement.

ARTICLE XV 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 Agreement to a spouse or as a spousal benefit shall also be provided to domestic partners irrespective of gender.

In the event that the County wishes to modify existing Personnel Rules, it shall notify the Union at least thirty (30) days in advance. Upon request from the Union, the parties shall meet to discuss such proposed changes. In the event that, after thirty (30) days, the parties have not agreed on the proposed changes, the County may implement such changes, subject to the Union's right to challenge the changes under the grievance procedure.

**ARTICLE XVI
MATERNITY/PATERNITY LEAVE**

Section 1. Eligibility

Members who are qualified for leave under the Family Medical Leave Act (hereinafter "FMLA") for the birth or adoption of a child shall be given two weeks leave from work in addition to the twelve weeks leave allowed under FMLA for a total of fourteen (14) weeks leave from work. This benefit shall also be available to Domestic Partners, irrespective of gender, who otherwise meets the qualifying criteria under FMLA.

Section 2. Amount

Members who are qualified for leave under FMLA for the birth or adoption of a child shall be given the first five weeks of leave from work with pay and without a decrease in the amount of sick or vacation time accrued by the member at the time such leave begins. Beginning with the first day of the sixth week of leave through the end of the leave period, members will be paid out of their available sick leave pay. Upon depletion of the members available sick leave pay, members will be paid out of their available vacation leave pay.

**ARTICLE XVII
WORK SCHEDULE**

Section 1. Work Schedule

- A. Bargaining unit members will be generally expected to work eighty (80) hours bi-weekly, during regular business hours. While members of the bargaining unit, except as otherwise provided, are expected to work eighty (80) hours in a bi-weekly pay period, the parties acknowledge and agree that positions within the bargaining unit are exempt positions and are not hourly positions. Further the parties acknowledge and agree that frequently members work outside the normal business day and business week. As such, a degree of flexibility is granted to members of the bargaining unit in organizing their work and work schedules in order to meet their obligations and assignments. Such flexibility will not be abused by either party. Abuse of this benefit may result in disciplinary action as described in Article V. Supervisors shall apply flexibility of time consistently within respective units. Any time keeping requirements placed upon members of the bargaining unit will comport with the principles set forth herein.
- B. Bargaining unit members who have completed their probationary period may request to work an adjusted 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.

Such requests may only go into effect upon approval of the Prosecutor and will not be unreasonably or capriciously denied.

- C. In addition, two (2) members may request to "share" a job assignment, whereby the members split the eighty (80) hour bi-weekly requirement. Such members will have earned benefits, except for pension and insurance, reduced on a pro-rata basis in accordance with their portion of the eighty (80) hour bi-weekly work requirement. Such requests may only go into effect upon approval of the Prosecutor and will not be unreasonably or capriciously denied.
- D. Management shall provide training in regard to the County's "Leave/Time Off" policy for exempt employees within six (6) months of the start of this MOU. Additionally, the LMC will develop guidelines as they will be applied to the Bargaining Unit members in order to support consistency in the application of flexibility of time.

Section 2. Determination of Schedule

- A. Upon request for an adjusted work schedule, the bargaining unit member and his/her Chief Trial Assistant 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. Such requests may only go into effect upon approval of the Prosecutor and will not be unreasonably or capriciously denied.
- B. If the bargaining unit member and his/her immediate Chief Trial Assistant cannot agree upon the parameters of an appropriate work schedule, the matter will be referred to the Labor/Management Committee for recommendation. The recommendation of the Labor/Management Committee shall be presented to the Prosecuting Attorney for his/her consideration, as provided for above.

Section 3. Periodic Review

All approved work schedules shall be reviewed periodically. If the Prosecuting Attorney determines that a bargaining unit member's 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 work schedule. If such an agreement cannot be reached, the Prosecuting Attorney will determine the bargaining unit member's work schedule. A claim that a decision made by the Prosecuting Attorney under the terms of this Article was arbitrary, capricious or discriminatory shall be subject to the grievance procedure.

**ARTICLE XVIII
ANNUAL COMPENSATION**

Section 1. Placement

- A. Upon initial employment as an Assistant Prosecuting Attorney, placement by salary step may be based on prior experience, education and number of years of legal or other relevant experience. Normally, the maximum credit to be given for prior experience in a comparable position, measured by years of experience, whether inside or outside the County, shall be as follows:

3 years experience	Start as 2 year attorney
4 years experience	Start as 3 year attorney
5 years experience	Start as 4 year attorney

In the event the Prosecuting Attorney identifies a candidate for initial placement whom, in his/her opinion deserves to be placed on a salary step outside of the parameters set forth above, additional consideration may be given for members whose prior experience was in the Prosecutor's Office or for other specialized experience, skill and/or education.

- B. No one hired into the Jackson County Prosecutor's Office, regardless of prior experience and education, will be placed on the salary schedule set forth in Appendix A above Step 12 and/or given more than four (4) years experience credits, except as provided for above. In the event the Prosecuting Attorney departs from the above-reference parameters, he/she shall provide the reasons for doing so in writing to the Union.
- C. The minimum salary step for any Trial Team Leader shall be Step 15 as set forth in Appendix A.

Section 2. Salaries

- A. Cost of Living Adjustment (COLA)

On an annual basis, the County may provide a Cost of Living Adjustment (COLA) at the Kansas City Consumer Price Index (CPI) or 3% whichever is less.

- B. Performance Increases

Effective January 1st, 2014, and each year thereafter, eligible bargaining unit members may receive step increases on July 1st of

each year.

2. Increases for 2014 shall be determined based on revenue calculations compiled by December 17, 2013. Each year, increases shall be determined based on revenue calculations compiled by December 17th of the previous calendar year.
3. Eligible bargaining unit members shall receive merit based raises when County revenues increase.
 - a. In the event revenues increase by less than 3% (amount of Step increases), then eligible bargaining unit members shall receive a raise equal to the increase in revenues and the steps shall be adjusted accordingly. For example, a 1% increase in county revenues will result in a 1% increase in raises for bargaining unit members. If raises are more than the step increase then the eligible employee shall receive the step increase (3% or the amount of the Step increase) and the steps shall be adjusted the remaining percentage.

C. Changes in Revenues or Expenses

The determination of revenue increases shall be based on factual findings that the aggregate revenue collections remain at or above the levels of Fiscal Year 2013, including any consideration of any Stimulus money received that has been made for salaries or other compensation for County employees or would free up revenues for salaries or other compensation. Additional stimulus money received in subsequent years for the purpose of increased salaries or other compensation shall not be applied or offset the increase and shall be separate and independent increases to salaries or other compensation. County revenues will reflect the increase in total revenues including property taxes, sales taxes, anti drug tax, miscellaneous taxes, licensees, permits, intergovernmental, charges for services, fines, forfeitures and bad check fund, to the County less any increase expenses as outlined below.

1. In recent years, expenses for insurance and utilities have seen increases that were out of Jackson County's hands; expense increases such as these reduce the total revenues to the County, resulting in lower revenues. For the calculation of expenses only insurance and utilities will be considered.
2. Increased revenues or loss of revenue for departments that are funded by state reimbursements, i.e. family court, will not be considered as increased or loss of revenues.
3. Increased revenues resulting from new contracts, grants, or services provided that are new to the County will not be considered as increased revenues.

- D. In event the County provides a wage increase for any County department, division or employee, including wage increases for elected officials not otherwise required by law that is above that provided to members of this bargaining unit, members covered by this Agreement will receive an increase equal to that granted the other department, division, employee(s) or elected official.
- E. The parties agree and acknowledge that paragraph D does not apply to the following circumstances:
1. Employees of the Circuit Court and the Election Board are not covered by the foregoing paragraph D. If, however, the County appropriates or budgets monies specifically for wage increases for employees of the Circuit Court or Election Board, the provisions of paragraph D shall apply.
 2. Employees receiving wage increases as the result of a promotion are not covered by the foregoing paragraph D and the provisions of paragraph D shall not apply.

Section 3. Mileage Reimbursement

A bargaining unit member who uses their personal vehicle to conduct official County business shall be reimbursed for actual mileage at the most recent IRS published rate. Reimbursement should be in accordance to office policy but cannot be unreasonably denied. The provisions set forth in this section shall apply when there are no County vehicles available for use as determined by a supervisor.

Section 4. Parking

The County agrees to provide a monthly parking allowance of at least \$65.00 per month or at a rate equal to the Kansas City Parking Garage, to members of the bargaining unit who are not provided a parking space in a County owned parking lot, the Kansas City Parking garage, or some other parking arrangement mutually agreed to by the parties. In addition, the Union will be provided one (1) designated parking space in a County owned parking lot at each work site and will be provided an entry identification card for each County work site building to be used by the Union.

Section 5. Student Loan Reimbursement

The Prosecuting Attorney affirms a commitment to developing and lobbying for Student Loan repayment programs and funds to support those programs.

Section 6. Evaluation Tool

Periodically, the parties through labor Management Committee will meet and discuss revisions to the annual evaluation tool that will be used to determine salary increases. The

evaluation tool shall be used to communicate performance standards and goals to employees and evaluate their progress at least annually. The evaluation tool will also be utilized to establish pay increases based on performance if pay step increases are given annually.

Section 7. Appeals of Evaluations

Any member can appeal any score they receive on their Evaluation through the following process:

Step A: The member is allowed seven (7) business days to review their evaluation from the date of issuance to the member. If the member wishes to appeal a score, s/he must indicate his/her intention to do so in writing to his/her Chief Trial Assistant. The member must include all scores s/he wishes to have reviewed on appeal. If no intent to appeal is issued by the member within seven (7) days, the score is deemed final. If an intent to appeal is issued by the member, a meeting between the member and his/her Chief Trial Assistant regarding the score in question will be scheduled within ten (10) business days. Input from the member's Trial Team Leader will be considered. The member is allowed union representation if requested. If the matter can be agreed upon and addressed at this level, changes (if any) will be made to the evaluation. The evaluation will subsequently be considered final.

Step B: If the matter is not satisfactorily resolved at Step A, then the member is allowed three (3) business days to notify the Deputy Prosecutor, in writing, and the Union of his/her desire to proceed to Step B. If no intent to proceed to Step B is issued by the member within three days, the score is deemed final. If an intent to proceed to Step B is indicated, a Step B meeting will be convened to include the member, Union representative(s), the member's Chief Trial Assistant and the Deputy Prosecutor. The Step B meeting shall take place within ten (10) business days of the Step B request. Evaluation Scores to be discussed in this meeting will be limited to only those indicated in the member's original written appeal request. If the matter can be agreed upon and addressed at this level, changes (if any) will be made to the evaluation and the evaluation will be deemed final.

Step C: If the matter is not satisfactorily resolved at Step B, then the Union is allowed three (3) business days to notify the Prosecutor, in writing, to proceed to a Step C appeal. If no intent to proceed to Step C is issued by the Union within three business days, then the score is considered final. If an intent to proceed to Step C is indicated, a Step C meeting will be convened to include the member, Union representative(s), and the Prosecutor. The Step C meeting shall take place within ten (10) business days of the Step C request. Evaluation Scores to be discussed in this meeting will be limited only to those indicated in the member's original written appeal. Witnesses, statements and other facts may be presented at the Step C appeal, and the Prosecutor agrees, in good faith to review the appeal. If, after presentation of evidence and discussion of parties the Union believes no changes are necessary, the Union may agree to withdraw the request for appeal. Alternatively, at that point, the member may request changes to the aforementioned scores. If changes are acceptable to the Prosecutor, these changes will be incorporated into the evaluation and the evaluation will be deemed final. If the Prosecutor determines no adjustment are warranted, the original evaluation will be deemed final.

ARTICLE XIX

Section 1. Insurance

The County shall furnish to all members of the bargaining unit an insurance program consisting of, but not limited to hospitalization, major medical, dental, life and accidental death and dismemberment insurance. The provisions of the insurance plan(s) include but are not limited to the table of benefits, deductibles, co-pays, etc.

The County shall provide the following contributions for health insurance: ninety (90%) of premiums for individual coverage and sixty-five percent (65%) of premiums for family coverage of the "low plan."

In addition, any and all benefits under this Agreement to a spouse or as a spousal benefit shall be provided to domestic partners irrespective of gender.

Section 2. Employee Committee

The County Executive shall create an Employee Committee that shall include a representative recommended by the Union. This Committee shall review the manner in which health care coverage is provided to County employees, including the type or types of plans, the table of benefits and coverage provided in such plans. The goal of the Committee is to consider and recommend alternatives for providing the quality health care in the most cost effective manner to County employees. The County may implement consensus recommendations of this Committee, without further negotiation with the Union.

ARTICLE XX CONTINUING LEGAL EDUCATION EXPENSES AND BAR DUES

Section 1. Continuing Legal Education Expenses

- A. The County will pay the registration fee for a member's attendance to CLE's sufficient to meet the annual CLE requirement of the Missouri Bar. In the event that no training opportunities are available in the office or locally, the Missouri Office of Prosecution Services (MOPS) CLE shall be paid for by the County including travel, meal, and lodging. In addition to CLE's paid for or conducted by the County, the bargaining unit member may attend MOPS or any similar training program available. In such instance, the County shall pay for the registration fees for MOPS and grant the member Administrative Leave while the member shall bear the cost of travel, meals, and lodging.
- B. Attendance at any such program must be approved by Prosecuting Attorney, or his/her designee.
- C. In the event that the Employer provides transportation for training, it shall

demonstrate that the transport units meet all Missouri Safety requirements, including liability insurance as required by law for each occurrence or injury. The Employer agrees that such liability shall be in addition to any benefits due under Missouri Workers' Compensation Law.

- D. Upon approval as provided for above, the County will pay the registration fee for a member's attendance at other accredited continuing legal education programs outside the Kansas City area and will reimburse the member in accordance with the County travel policy for the cost of meals, transportation, mileage, lodging and other allowable expenses. When such opportunities are limited, selection for attendance will be based upon seniority, experience, job duties and case assignments, unless special circumstances justify otherwise.

Section 2. Bar Dues

The County shall pay each member's dues to the Missouri Bar Association.

ARTICLE XXI PENSION

Section 1. Pension Board Appointments

The County and the Union acknowledges in accordance with Jackson County Ordinance 1540. Pension Plan Board of Trustees Composition and Appointment and as specified that at least two (2) members of the Jackson County Employees' Pension Board shall include one (1) active Member of the Plan from the bargaining unit and one (1) labor leader or union representative affiliated with a labor organization or union with which the County has a current Memorandum of Understanding or Collective Bargaining Agreement, who may or may not be a member of the bargaining unit.

It is further the understanding, that qualified persons may be nominated, for the aforementioned positions, by the Union to be considered for appointment by the Jackson County Executive.

Section 2. Qualified Domestic Partners

Upon approval of this Agreement, the County and the Union shall recommend to the Jackson County Employees' Pension Board to extend spousal pension benefits to the beneficiaries of County employees who are the qualified domestic partners of such employees. If approved by the Jackson County Employees' Pension Board the County, as the Plan Sponsor of the employees pension plan, will, on the earliest date possible, amend the current pension ordinance to provide such benefits.

ARTICLE XXII

DEFERRED COMPENSATION

Section 1. Deferred Compensation Program

The County shall provide a deferred compensation program of the Union's choosing. Such program shall be available to all County employees and may be an additional deferred compensation option or may be the sole deferred compensation option for all County employees.

Section 2. Deferred Compensation Board

Within thirty (30) days of the effective date of this Agreement, the County will meet with this Union (and other interested unions that represent County workers) to create a Board of Trustees for the County's deferred compensation program. The Board shall be configured to include direct member representation on the Board of Trustees of members designated by the respective unions that have members participating in the County's Deferred Compensation Program.

Section 3. Deferred Compensation Match

Subject to adequate County revenues and annual adopted budget appropriations, after the first year of this Agreement, the County will offer a match program for employees participating in the Deferred Compensation Program. Initially, this match program will match on a dollar for dollar basis up to two percent (2%) of the employee's annual salary. Should adequate revenues and adopted budget appropriations continue to be available in subsequent years of this Agreement, the above match program will be expanded an additional one percent (1%) each year to a maximum of a four percent (4%) match.

If the County and the Union fail to reach consensus in regard to the availability of adequate County revenues and adopted budget appropriations, the matter is subject to the Union's right to challenge through the grievance procedure.

ARTICLE XXIII EMPLOYEE ASSISTANCE PROGRAM

There shall be a mutually agreed Employee Assistance Program established within ninety (90) days of the approval of this Agreement.

ARTICLE XXIV SAVINGS CLAUSE

The parties intend for this Agreement to be consistent with applicable state and federal law and the County Charter and is not intended to supersede any such laws. The parties agree this Agreement shall be enforceable upon adoption, ratification and signature by all necessary parties. If any provision of this Agreement is subsequently declared, by a court of competent

jurisdiction, to be in violation of a state or federal law, or the County Charter or subsequently enacted state or federal legislation, or the County Charter as amended by the voters of Jackson County, such provision will be invalid and unenforceable. All other provisions of this Agreement will remain in full force and effect. With regard to any stricken provision, the parties will promptly meet and attempt to negotiate a replacement provision.

ARTICLE XXV TERM OF AGREEMENT

Section 1. Term of Agreement & Period for Re-Opening

This Agreement is effective this 1st day of January, 2014, and shall remain in full force and effect until December 31, 2017. It shall be automatically renewed thereafter and remain in effect from year to year, unless either party notifies the other, in writing, prior to the expiration date, of a desire to modify the Agreement. Notification to reopen this Agreement should be made on or before September 1st, prior to the expiration date.

Section 2. Re-Open due to the Economy

Recognizing the volatile nature of the economy, the Union may reopen this Agreement to discuss economic and financial issues, prior to the fourth year of this Agreement. Notification to reopen the Agreement under this provision should be made on or before December 31, 2016.

Section 3. Re-Open by Mutual Agreement

Notwithstanding Section 1, this Agreement may be reopened as explicitly provided for above and/or as mutually agreed by the parties.

Section 4. Commencement of Bargaining

Negotiations shall commence within thirty (30) days of either party's notification that it desires to modify this Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

Dated this the _____ Day of _____, 2013

APPENDIX
B

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 Local No. 42 of the International Association of Fire Fighters, as voted by official action of the 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 Agreement, 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

APPENDIX C

**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 Local No. 42 of the International Association of Fire Fighters.

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 Local 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 the expiration of the Agreement, 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