

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute Letters of Understanding related to the Collective Bargaining Agreement with Local Union No. 42 of the International Association of Firefighters.

**RESOLUTION NO. 18969**, October 19, 2015

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, by Resolution 18339, dated December 2, 2013, the Legislature did authorize the execution of a Collective Bargaining Agreement with Local Union No. 42 of the International Association of Firefighters, regarding the terms and conditions of employment of members of its bargaining unit within the Office of the Prosecuting Attorney; and,

WHEREAS, by Ordinance 4714, dated January 26, 2015, the Legislature did authorize the enactment of a new Schedule IV to Chapter 2, Jackson County, 1984, related to the starting staff salaries of Assistant Prosecuting Attorney positions within the Office of the Prosecuting Attorney; and,

WHEREAS, by Ordinance 4756, dated July 20, 2015, the Legislature did authorize the enactment of a new Schedule IV to Chapter 2, Jackson County, 1984 related to the creation of three new staff positions within the Prosecuting Attorney's Office, Assistant Prosecuting Attorney I, Assistant Prosecuting Attorney II, and Assistant Prosecuting Attorney III; and

WHEREAS, by Ordinance 4790, dated October 19, 2015, a new Schedule IV to Chapter 2, Jackson County, 1984, related to the starting salaries of Trial Team Leader positions within the Prosecuting Attorney's Office, is now under consideration by the Legislature; and,

WHEREAS, the Prosecuting Attorney recommends the execution of the attached amendments to the Collective Bargaining Agreement recognizing these changes to certain positions within the Office of the Prosecuting Attorney; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Letters of Understanding with Local 42 of the International Association of Firefighters; and,

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

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

APPROVED AS TO FORM:

*Quynh D. Holden*  
Chief Deputy County Counselor

*W. Stephen Nelson*  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18969 of October 19, 2015, was duly passed on October 26, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 0

Excused 1

10.26.15  
Date

*Mary Jo Spino*  
Mary Jo Spino, Clerk of Legislature

**LETTER OF UNDERSTANDING**

This Letter of Understanding is entered into the \_\_\_\_\_ day of July, 2015 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 as outlined in the parties (CBA);

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

**WHEREAS**, the current CBA makes reference to a salary schedule (Appendix A) that is no longer accurate due to the Prosecutor increasing starting salaries;

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

1. After consultation, the parties have agreed to a revised pay scale as Appendix A, which shall replace the previous wage scale. It is attached and incorporated by reference into this agreement.
2. In addition, any employees that earned more than the newly proposed Step 1 salary prior to July 1, 2015 and currently earn below the proposed Step 2 salary shall have their salaries increased to Step 2.

3. Finally, these changes shall become effective on, or before, August 24th, 2015.

**IT IS SO AGREED.**

Attest:

Approved as to Form:

ATTEST:

\_\_\_\_\_  
Clerk of the County Legislature

\_\_\_\_\_  
W. Stephen Nixon, County Counselor

**Jackson County, Missouri Prosecutor's Office**

By: Jean Peters Baker  
Jean Peters Baker, Prosecuting Attorney

Date: 9-18-15

**Jackson County, Missouri**

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

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

**IAFF, Local No. 42**

By: William Galvin  
William Galvin, President

Date: 9-10-2015

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into the \_\_\_\_\_ day of September, 2015 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**, pursuant to the CBA, the Prosecutor, after providing advance notice to the IAFF of its intent, created new positions of Assistant Prosecutors to be designated Assistant Prosecuting Attorney I (APA I), Assistant Prosecuting Attorney II (APA II), and Assistant Prosecuting Attorney III (APA III), are attached to this agreement and incorporated by reference as if fully set out herein;

**WHEREAS**, the parties understand that the new positions of APA I, APA II, and APA III, will not include Assistant Prosecutors in the Family Support Unit, which Assistant Prosecutors will continue under their current job descriptions.

**WHEREAS**, the Prosecutor, after providing advance notice to the IAFF of its intent, established pay ranges for the new positions of APA I, APA II, APA III and Trial Team Leaders as follows:

<u>Job Title</u>	<u>Pay Range</u>
APA I	\$44,000 to \$67,000
APA II	\$52,000 to \$82,000
APA III	\$57,000 to \$90,000
Trial Team Leader	\$66,559.95 to 102,519

**WHEREAS**, the parties understand that current APAs in the Prosecutor's Office will remain in the current APA job classification, but no new employees will be added to this job classification after the new job title classifications (APA I, APA II and APA III) take effect.

**WHEREAS**, the parties understand that newly hired assistant prosecutors will be placed in positions under the new classifications (APA I, APA II and APA III) and that no new employees will be placed in the job classification "APA";

**WHEREAS**, the parties understand that current APAs will only be affected if they voluntarily apply for and are placed in an APA I, APA II, APA III, or Trial Team Leader position after the effective date of the new positions;

**WHEREAS**, the parties understand that, except for three current APAs, no other APA employees will receive a pay raise upon implementation of the new job classifications, but that the new job classifications may provide potential opportunities for advancement of those currently in an APA classification;

**WHEREAS**, the parties desire to enter into an agreement to memorialize their understanding and agreement to the establishment of the new job classifications (APA I, APA II, APA III) and the new salary range for those positions as well as the position of Trial Team Leader;

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

1. That the Prosecutor has created new positions of Assistant Prosecutors to be designated APA I, APA II, and APA III, which new job descriptions are attached to this agreement and incorporated by reference as if fully set out herein.
2. That the new positions of APA I, APA II, and APA III, will not include the Family Support Unit, which Assistant Prosecutors will continue under their current job descriptions.
3. That the salary ranges for the new positions and the Trial Team Leader shall be as follows:

<u>Job Title</u>	<u>Pay Range</u>
APA I	\$44,000 to \$67,000
APA II	\$52,000 to \$82,000
APA III	\$57,000 to \$90,000
Trial Team Leader	\$66,559.95 to 102,519

4. That current APAs in the Prosecutor's Office will remain in the current APA job classification, but that no new employees will be added to this job classification after the new job title classifications (APA I, APA II and APA III) take effect.
5. That newly hired assistant prosecutors will be placed in positions under the new classifications (APA I, APA II and APA III).
6. That current APAs will only be affected if they voluntarily apply for and are placed in an APA I, APA II, APA III, or Trial Team Leader position after the effective date of the new positions;
7. The parties are aware of three current APAs who will be classified as an APA II and two Trial Team Leaders who will be receiving salary increases to comply with the new



pay range outlined above.

8. Finally, these changes shall become effective on, or before, September \_\_\_\_, 2015.

**IT IS SO AGREED.**

Approved as to Form:

**Jackson County, Missouri Prosecutor's Office**

By: Jean Peters Baker

Jean Peters Baker, Prosecuting Attorney

Date: 9-18-2015

**Jackson County, Missouri**

By: \_\_\_\_\_

Mike D. Sanders, County Executive

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

\_\_\_\_\_  
W. Stephen Nixon, County Counselor (Approved as to form)

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

ATTEST:

\_\_\_\_\_  
Clerk of the County Legislature

**IAFF, Local No. 42**

By: William Galvin

William Galvin, President

Date: 9-18-2015