

*P. O'Neil***LETTER OF UNDERSTANDING**

This Letter of Understanding is entered into this 2nd day of ~~September~~ October 2016 between Jackson County, Missouri (County), the Jackson County Prosecutor's Office (Prosecutor), and Local 42 of the International Association of Fire Fighters (IAFF).

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

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

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

WHEREAS, pursuant to the CBA, the Prosecutor has provided notice to the IAFF of its intent to provide one time compression pay adjustments, new pay ranges for all positions covered by the CBA, and a limited modification to Article XVIII, Section 2(E).

WHEREAS, pursuant to the CBA, the Prosecutor has provided notice to the IAFF of its intent to create a new position of Assistant Prosecuting Attorney IV (APA IV), attached to this agreement and incorporated by reference as if fully set out herein, and the parties understand that the new classification of APA IV will not include Assistant Prosecutors in the Family Support Unit, which Assistant Prosecutors will continue under their current job descriptions.

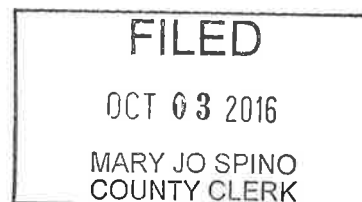
WHEREAS, the parties understand that the one-time pay compression adjustments for certain employees will be effective in October 2016.

WHEREAS, the parties understand and agree that this side letter agreement does not affect the merit raise increases that may be allocated by the County for 2017.

WHEREAS, all parties mutually agree that:

1. New pay ranges for the positions of APA, APA I, APA II, APA III and Trial Team Leaders (TTL) as follows:

<u>Job Title</u>	<u>Pay Range</u>
APA	\$50,000 to \$115,000
APA I	\$50,000 to \$83,750
APA II	\$60,000 to \$95,000
APA III	\$68,000 to \$109,000
TTL	\$77,150 to \$120,000



2. The pay range for the new position of APA IV is as follows:

Job Title	Pay Range
APA IV	\$75,000 to \$115,000

3. One time compression pay adjustments will be made in October 2016 and in accordance with Appendix One, attached to this agreement and incorporated by reference as if fully set out herein.

4. Article XVIII Section 2 subsections D. and E. are replaced by the following:

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 officials.

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 increase as the result of a promotion are not covered by the foregoing paragraph D and the provisions of paragraph D shall not apply.

3. Employees of the County whose pay is adjusted for purposes of retention, or to address compression issues within a particular employee group, or to address pay range adjustments per market pay conditions. Such adjustments shall be made solely at the discretion of the County and the provisions of paragraph D shall not apply. Upon request, the County will provide the Union with the names and salary adjustment amounts relating to County employees granted salary adjustments contemplated by this subsection.

4. Any pay increases mandated by law.

IT IS SO AGREED.

Approved as to Form:

Jackson County, Missouri Prosecutor's Office

By: Jean Peters Baker

Jean Peters Baker, Prosecuting Attorney

Date: 9-27-16

Jackson County, Missouri

By: Frank White

Frank White, County Executive

Date: 10-3-2016

W. Stephen Nixon

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

Date: 9/27/16

Attest: Mary Jo Spino

Mary Jo Spino, Clerk of the County Legislature

IAFF, Local No. 42

By: William Galvin

William Galvin, President

Date: 9-26-2016