

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

**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.

**RESOLUTION #17258**, April 19, 2010

**INTRODUCED BY** Henry C. Rizzo, Dan Tarwater, Theresa Garza Ruiz, Fred Arbanas, Scott Burnett, James D. Tindall and Dennis Waits, County Legislators

WHEREAS, by an order dated April, 20, 2001, the Missouri State Board of Mediation certified Local Union No. 42 (hereinafter referred to as "Union") as the bargaining representative for certain assistant prosecuting attorneys within the Prosecuting Attorney's Office; and,

WHEREAS, the Prosecuting Attorney, the County, and the Union have concluded their negotiations and recommend approval of the Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, the Union's bargaining unit ratified the proposed Agreement; and,

WHEREAS, the approval of this Agreement is in the best interest of the health, welfare and safety of the citizens of Jackson County; now therefore,

**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the

attached Agreement is authorized to be executed by the County Executive and the Jackson County Prosecuting Attorney; and,

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

APPROVED AS TO FORM:

*Pamela Tellin*  
Deputy/Assistant County Counselor

*Tom G. Supler*  
Acting County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17258 of April 19, 2010 was duly passed on *April 19*, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 1

Abstaining 0

Absent 0

4.19.10  
Date

*Mary Jo Spino*  
Mary Jo Spino  
Clerk of Legislature

Collective Bargaining Agreement  
County of Jackson County & IAFF Local No. 42  
2009 -2012

**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 1<sup>st</sup> day of January, 2009, 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, and the Deputy Director of Family Support. 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 (30<sup>th</sup>) 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;
- 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.

## **Section 2. No Strike**

A. The Union and its members agree that there will be no strikes, work stoppages, slow downs, 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. Such discipline will be pursuant to a system of progressive discipline. All disciplinary actions are covered by this Agreement and are subject to the grievance procedure. 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.

### **Section 2. Just Cause**

The Prosecutor shall 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. 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. If the matter is not satisfactorily resolved at Step 2., the Union may submit the matter to arbitration.

### **Section 3. Arbitration**

A. If the Union is not satisfied with the decision of the Prosecuting Attorney at Step 2, 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 try to agree upon an arbitrator.

B. If the Union and Employer cannot agree upon an arbitrator, the Union and Employer shall, within fifteen (15) calendar days, request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Each party may strike one (1) entire panel and request an additional panel of eleven (11) arbitrators. Such strike of the entire panel must be made prior to any individual strike of an arbitrator. Such panel shall be drawn from Missouri and Kansas arbitrators, unless otherwise agreed to by the parties. Both parties will be provided curriculum vitae for each name on the panel. Upon receipt of the panel of arbitrators, the parties shall be allowed three (3) days to review each panelist's qualifications and history. The parties shall then meet and alternately strike names from the panel, with the last remaining name being selected as the arbitrator.

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 conspicuously at all work sites within ten (10) calendar days of becoming vacant. In addition to the above postings, Management will provide notice of the vacancy to the Union and all Bargaining Unit Members via electronic mail. Such vacant positions shall remain posted 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 Director of Victim Services. 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 Service	Total Days Per Year	Maximum Accrued Hours Allowed	Hours Accrued 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 leave's 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.

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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.
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 twelve (12) weeks of donated leave.

#### **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.

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 Pay**

Holiday pay shall be the bargaining unit member's actual rate of pay not to exceed eight hours of pay. A bargaining unit member who works on a county designated holiday set forth above shall receive holiday pay and shall also receive two times his/her regular rate of pay for actual hours worked. A bargaining unit member whose regularly scheduled day off falls on an above listed county designated holiday shall receive only holiday pay. Bargaining unit members shall not receive holiday pay while on leaves of absence without pay.

### **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 meet 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 HOURS OF WORK & FLEX TIME

### Section 1. Request for Flex Time Schedule

A. Bargaining unit members will be regularly 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 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. 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 a flexible 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. If such request is granted, the bargaining unit member must complete a bi-weekly requirement of eighty (80) hours.

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.

### Section 2. Determination of Schedule

A. Upon request for a flexible 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 flexible 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 flexible work schedules shall be reviewed periodically. If the Prosecuting Attorney determines that a bargaining unit member's flexible 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 flexible 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)**

Due to significant revenue constraints on the County, no cost of living adjustments are provided for in 2009 or 2010.

On an annual basis beginning in 2011, 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

1. Due to significant revenue constraints on the County, no performance based step increases are provided for in 2009.

Effective January 1, 2010, and each year thereafter, eligible bargaining unit members may receive step increases on July 1<sup>st</sup> of each year.

2. Increases for 2010 shall be determined based on revenue calculations compiled by December 17, 2010. Merit increases, should revenue be available, shall be retroactive to July 1, 2010.

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 2009, 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.

### **Section 4. Parking**

Effective January 1, 2010 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. Pager Duty**

A bargaining unit member who is assigned additional responsibilities and carries a pager may accrue compensatory time when responding to a pager request at a rate rounded up to the nearest hour worked. The time such member is to be paid will be calculated from the time he/she is notified through the paging system and shall end when the member is dismissed from the assignment. The member shall be entitled to a minimum of two (2) hours compensatory for each page, if such page requires the member to travel as a result of being paged. Compensatory time shall not be allowed to accrue in an amount that exceeds forty (40) hours in one calendar year; any compensatory time that exceeds forty (40) hours shall be compensated at a rate rounded up to the nearest hour worked and paid at the employee's hourly rate within in the next pay cycle. Accrued compensatory time off may be carried over for use in the next calendar year; however accrued compensatory time balances may not exceed forty (40) hours. When an employee plans to take compensatory time off, such compensatory time off must be scheduled in advance and approved by the supervisor. Every effort should be made to accommodate the preference of the employee when scheduling compensatory time off and the request cannot be unreasonably denied. The County cannot unilaterally schedule the use of compensatory time off. Compensatory time off may be used for any purpose, but must be used prior to the use of vacation leave.

A member may accrue compensatory time under this section only when pager requests require the member to work outside his/her regularly scheduled hours (i.e., Saturday, Sunday, County Holiday, before 8:30 a.m. or after 5:00 p.m., during scheduled time off, etc.). A member may not be required to carry or respond to a pager when he/she is on vacation or other approved leave.

### **Section 6. Student Loan Reimbursement**

The Union and the Prosecuting Attorney affirm that a commitment will be made to examine the feasibility of developing and implementing a Student Loan repayment program. Within the first 18 months of this Agreement both parties will agree to meet through the Labor Management process and complete this task. Both parties are in agreement that such a program will add worth to the Office of the Jackson County Prosecutor, and therefore will commit to it being considered for future years budget proposals.

### **Section 7. Compensation Study**

No later than one hundred and eighty (180) days after this Agreement is approved, a committee will be established to undertake a compensation study for the Prosecutor's Office. This Committee will be comprised of three (3) members designated by the Union, one (1) member designated by the Prosecutor, one (1) member designated by Human Resources and one (1) member designated by the County Executive. The County will provide the Committee the resources necessary to conduct this study, but it is understood the County will undertake this study in house.

The scope of the compensation study shall include, but not be limited to, the study of the compensation, benefits, duties and case load of comparably situated prosecutors and public attorneys.

The Committee shall complete its work within one hundred and eighty (180) days after commencing its work and shall report its findings and recommendations to the County Executive and County Legislature. With its findings, the Committee shall make a recommendation regarding implementation of its findings and recommendations, including a time table for such implementation. In the event that the County fails to implement the findings and recommendations the Union may reopen this Agreement with sixty (60) days notice to the County for the purpose of negotiating annual compensation.

### **Section 8. Evaluation Tool**

Within sixty (60) days of the approval of this Agreement, 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 on their date of hire anniversary. The evaluation tool will also be utilized to establish pay increases based on performance if pay step increases are given annually.

Until such time an evaluation tool is mutually agreed to by all parties and training is provided by the County to all members of the bargaining unit and supervisors, or in the event that the County fails to timely provide an employee an evaluation, the member(s) of this bargaining unit will automatically receive a pay step increase, as provided for in Article XVIII, Section 2 above.

In the development of the evaluation tool, the parties may mutually agree to use the FMCS to facilitate the meeting and to assist in the determination of the evaluation tool. If the parties fail to agree by January 1, 2011 the County Performance Management Process evaluation tool will be used, until the first full year after which a new evaluation tool is agreed to by the parties.

## ARTICLE XIX INSURANCE

### 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 cost of members' attendance at accredited continuing legal education (CLE) programs in the Kansas City area, which are reasonably related to the duties performed by the Prosecuting Attorney's Office and consistent with the member's CLE requirements.

B. Attendance at any such program must be approved by Prosecuting Attorney, or his/her designee.

C. The County will pay the registration fee for a member's attendance to at least one session of the Missouri Office of Prosecution Services (MOPS) CLE each year. In accordance with the County's travel policy, the County will also reimburse members for meals, mileage, lodging and other allowable expenses. In the event the Employer elects to provide transportation to attendees, the Employer is not required to reimburse the attendee for mileage. In the event that the Employer provides such transportation, 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 the 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 1<sup>st</sup> day of January 2009, and shall remain in full force and effect until December 31<sup>st</sup>, 2012. 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 1<sup>st</sup>, 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 third year of this Agreement. Notification to reopen the Agreement under this provision should be made on or before September 2, 2011.

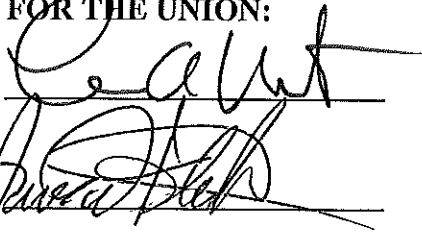
**Section 3. Re-Open by Mutual Agreement**

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

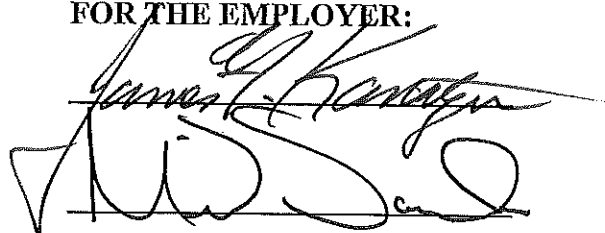
**Section 4. Commencement of Bargaining**

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 19<sup>th</sup> Day of April, 2010



APPENDIX B

**PAYROLL DEDUCTION AUTHORIZATION  
FOR  
UNION DUES**

NAME: \_\_\_\_\_

SOCIAL SECURITY: \_\_\_\_\_

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

Appendix A  
Jackson County Prosecutor's Office  
Salary Schedule  
February 2010

Salary Step	Hourly Rate	0-1 Yrs Annual Salary	1-2 Yrs Annual Salary	2-3 Yrs Annual Salary	3-4 Yrs Annual Salary	4-5 Yrs Annual Salary	5-8 Yrs Annual Salary	8-11 Yrs Annual Salary	11-14 Yrs Annual Salary	14-17 Yrs Annual Salary	17-20 Yrs Annual Salary	20+ Yrs Annual Salary
1	18.96	39,228.80	40,414.40	41,626.00	42,869.00	44,158.40	46,841.60	49,691.20	52,728.00	55,938.00	59,344.00	62,943.00
2	19.43	40,414.40	41,626.00	42,869.00	44,158.40	45,489.60	46,841.60	48,256.00	49,691.20	51,188.80	52,728.00	54,310.00
3	20.01	41,626.00	42,869.00	44,158.40	45,489.60	46,841.60	48,256.00	49,691.20	51,188.80	52,728.00	54,310.00	55,938.00
4	20.61	42,869.00	44,158.40	45,489.60	46,841.60	48,256.00	49,691.20	51,188.80	52,728.00	54,310.00	55,938.00	57,616.00
5	21.23	44,158.40	45,489.60	46,841.60	48,256.00	49,691.20	51,188.80	52,728.00	54,310.00	55,938.00	57,616.00	59,344.00
6	21.87	45,489.60	46,841.60	48,256.00	49,691.20	51,188.80	52,728.00	54,310.00	55,938.00	57,616.00	59,344.00	61,131.20
7	22.52	46,841.60	48,256.00	49,691.20	51,188.80	52,728.00	54,310.00	55,938.00	57,616.00	59,344.00	61,131.20	62,943.00
8	23.20	48,256.00	49,691.20	51,188.80	52,728.00	54,310.00	55,938.00	57,616.00	59,344.00	61,131.20	62,943.00	64,833.60
9	23.89	49,691.20	51,188.80	52,728.00	54,310.00	55,938.00	57,616.00	59,344.00	61,131.20	62,943.00	64,833.60	66,788.80
10	24.61	51,188.80	52,728.00	54,310.00	55,938.00	57,616.00	59,344.00	61,131.20	62,943.00	64,833.60	66,788.80	68,793.00
11	25.35	52,728.00	54,310.00	55,938.00	57,616.00	59,344.00	61,131.20	62,943.00	64,833.60	66,788.80	68,793.00	70,850.00
12	26.11	54,310.00	55,938.00	57,616.00	59,344.00	61,131.20	62,943.00	64,833.60	66,788.80	68,793.00	70,850.00	72,970.00
13	26.89	55,938.00	57,616.00	59,344.00	61,131.20	62,943.00	64,833.60	66,788.80	68,793.00	70,850.00	72,970.00	75,155.00
14	27.70	57,616.00	59,344.00	61,131.20	62,943.00	64,833.60	66,788.80	68,793.00	70,850.00	72,970.00	75,155.00	77,426.00
15	28.53	59,344.00	61,131.20	62,943.00	64,833.60	66,788.80	68,793.00	70,850.00	72,970.00	75,155.00	77,426.00	79,747.20
16	29.39	61,131.20	62,943.00	64,833.60	66,788.80	68,793.00	70,850.00	72,970.00	75,155.00	77,426.00	79,747.20	82,139.20
17	30.26	62,943.00	64,833.60	66,788.80	68,793.00	70,850.00	72,970.00	75,155.00	77,426.00	79,747.20	82,139.20	84,603.00
18	31.17	64,833.60	66,788.80	68,793.00	70,850.00	72,970.00	75,155.00	77,426.00	79,747.20	82,139.20	84,603.00	87,132.00
19	32.11	66,788.80	68,793.00	70,850.00	72,970.00	75,155.00	77,426.00	79,747.20	82,139.20	84,603.00	87,132.00	89,752.00
20	33.07	68,793.00	70,850.00	72,970.00	75,155.00	77,426.00	79,747.20	82,139.20	84,603.00	87,132.00	89,752.00	92,445.00
21	34.06	70,850.00	72,970.00	75,155.00	77,426.00	79,747.20	82,139.20	84,603.00	87,132.00	89,752.00	92,445.00	95,208.00
22	35.08	72,970.00	75,155.00	77,426.00	79,747.20	82,139.20	84,603.00	87,132.00	89,752.00	92,445.00	95,208.00	98,079.00
23	36.13	75,155.00	77,426.00	79,747.20	82,139.20	84,603.00	87,132.00	89,752.00	92,445.00	95,208.00	98,079.00	101,014.00
24	37.22	77,426.00	79,747.20	82,139.20	84,603.00	87,132.00	89,752.00	92,445.00	95,208.00	98,079.00	101,014.00	104,063.00
25	38.34	79,747.20	82,139.20	84,603.00	87,132.00	89,752.00	92,445.00	95,208.00	98,079.00	101,014.00	104,063.00	107,163.00
26	39.49	82,139.20	84,603.00	87,132.00	89,752.00	92,445.00	95,208.00	98,079.00	101,014.00	104,063.00	107,163.00	110,314.00
27	40.67	84,603.00	87,132.00	89,752.00	92,445.00	95,208.00	98,079.00	101,014.00	104,063.00	107,163.00	110,314.00	113,516.00
28	41.89	87,132.00	89,752.00	92,445.00	95,208.00	98,079.00	101,014.00	104,063.00	107,163.00	110,314.00	113,516.00	116,769.00
29	43.15	89,752.00	92,445.00	95,208.00	98,079.00	101,014.00	104,063.00	107,163.00	110,314.00	113,516.00	116,769.00	120,073.00
30	44.44	92,445.00	95,208.00	98,079.00	101,014.00	104,063.00	107,163.00	110,314.00	113,516.00	116,769.00	120,073.00	123,428.00
31	45.77	95,208.00	98,079.00	101,014.00	104,063.00	107,163.00	110,314.00	113,516.00	116,769.00	120,073.00	123,428.00	126,834.00
32	47.15	98,079.00	101,014.00	104,063.00	107,163.00	110,314.00	113,516.00	116,769.00	120,073.00	123,428.00	126,834.00	130,291.00
33	48.56	101,014.00	104,063.00	107,163.00	110,314.00	113,516.00	116,769.00	120,073.00	123,428.00	126,834.00	130,291.00	133,800.00