

**MEMORANDUM OF UNDERSTANDING
BETWEEN JACKSON COUNTY, MISSOURI AND ST. LOUIS-KANSAS CITY
CARPENTERS REGIONAL COUNCIL
PREAMBLE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Memorandum" or "MOU") is entered into on the April 19 day of 2017 between the County of Jackson County, Missouri, by and through the Prosecuting Attorney of Jackson County, Missouri (hereinafter the "Prosecuting Attorney") and St. Louis-Kansas City Carpenters Regional Council (hereinafter "the Union").

The provisions of this Memorandum shall apply to all employees regardless of age, disability, race, color, religion, gender, age, disability, national origin or ancestry, pregnancy status, sexual orientation, gender identity, marital status, familial status, veteran status, political activity or lack thereof, or union membership or nonunion non membership, or any other protected class under federal law.

**ARTICLE 1
PURPOSE AND INTENT**

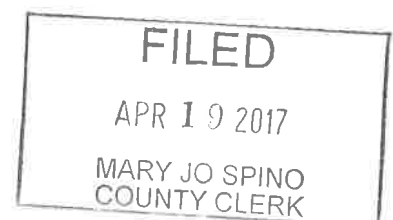
The general purpose of this Memorandum is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Prosecuting Attorney, its employees and the Union.

The parties recognize that the best interests of the community and the job security of the employees depend upon the Prosecuting Attorney's success in establishing proper services to the community.

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

Section 1. The Prosecuting Attorney hereby recognizes the Union as the exclusive bargaining representative for all full-time non-attorney support staff. The following employees are excluded from the bargaining unit:

- A. The following confidential employees:
1. Members of the Prosecuting Attorney's Executive Staff
 2. Executive Secretary to the Prosecutor
 3. Executive Secretary to the Chief Deputy Prosecutor
 4. Program Administrator
 5. Chief of Operations
 6. Operations Administrator
 7. CSET Supervisor



8. Network Support Analyst
9. Administrative Assistant to the Family Support Director
10. Drug Court Supervisor
11. Drug Court Database Administrator
12. Data and Information Analyst
13. Budget Coordinator

In the event the Prosecuting Attorney 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.

A. The Prosecuting Attorney's Office will introduce new hires via email within the bargaining unit to a Union Steward within the **first thirty (30)** days of employment. The Prosecuting Attorney's Office requests notification of changes to Union Stewards within the bargaining unit upon appointment.

B. Within thirty (30) days of the effective date, employees covered by this Memorandum shall be required, as a condition of continued employment, to become members of the Union or pay a service and representation fee. The County and the Union agree that all employees in a bargaining unit that has been certified by the State or recognized by the County as the exclusive bargaining representative, who are not members of the Union, or who do not become members within thirty (30) days of the effective date of this agreement, shall pay a service and representation fee to the Union. Any new employee hired into a position represented by the Union who does not become a member of the Union within thirty (30) days of employment, and any employee who terminates membership in the Union and remains in the bargaining unit shall pay a service and representation fee to the Union.

C. The Prosecuting Attorney shall deduct Union dues from the salaries of those members of the St. Louis-Kansas City Carpenters Regional Council who authorize such deductions, in writing (pursuant to the authorization form attached as Appendix A). Dues deduction and service fee authorizations shall be irrevocable for one (1) year or the expiration of this Memorandum, whichever occurs first. Revocation of such authorization must be in writing, with a copy to the Union and the Prosecuting Attorney, and shall be in accordance with the procedure set forth in the authorization form.

D. Dues deducted as provided for above will be forwarded to the Union. The Prosecuting Attorney agrees to provide this service without charge to the Union.

E. The Prosecuting Attorney's Office and the Union agree that all employees in the bargaining unit for which has been certified by the State or recognized by the County as

the exclusive bargaining representative who are not members of the Union or who do not become members of the Union within thirty (30) days of employment shall pay a service and representation fee to the Union. It is the sole responsibility of the Union to calculate the amount of the service and representation fee that may be charged to non-union members. The Union shall employ those procedures as required by law in its calculation of the service and representation fees. The Union agrees that it shall issue a notice pertaining to the service and representation fee to all bargaining unit employees who are not members of the Union as required by law. The notice required by this Section shall be provided to each non-member employed in a bargaining unit represented by the Union prior commencement of the service and representation fee deductions and at least once each calendar year thereafter. The notice required by this Section shall be provided to each new employee and each employee who has ceased membership in the Union.

F. The County agrees to furnish the Union upon request, a report containing the following information about each employee who has filed a dues deduction authorization or is subject to service and representation fee deduction: name, mailing address, job classification, hourly pay rate, dues deduction amount, period of dues collection, date of entry into County employment, and date of entry into the bargaining unit. Under this Subsection F, the County shall not be required to provide this report to the Union more frequently than bi-monthly.

Section 3. Except as otherwise provided herein, the Prosecuting Attorney 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 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, location 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 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.

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

Section 4.

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 Memorandum.

B. The Prosecuting Attorney agrees it shall not lock out bargaining unit members outside of his authority under Section 3 of this Article. The Prosecuting Attorney 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 2 GRIEVANCE PROCEDURE

Section 1. As provided in Article I, Section 3, 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 Memorandum and are subject to the grievance procedure.

Section 2. The Employer shall not discipline or discharge any employee covered by this Memorandum, except for just cause.

Section 3. 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 Representative. The right to Union representation is not intended to apply in the case of routine and necessary discussion between bargaining unit members and members of management.

Section 4. 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 Memorandum.

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 5. Grievances may be initiated and processed by any bargaining unit 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 of the bargaining unit of this MOU. 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 fourteen (14) 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 case the matter cannot be resolved under Step 1, the grievance will be considered by a Union representative (Union Representative, 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. The Prosecuting Attorney or his designee shall meet with the Unions representative and the grievant to consider the grievance. The Prosecuting Attorney shall issue a written decision regarding the grievance within seven (7) 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. Grievances not resolved as provided under step 2, may also be pursued through the appeal procedure as provided under the Merit System Commission of the Jackson County Code and Personnel Rules at the election of the bargaining unit member. The election made by the bargaining unit member to proceed under the Merit System Commission or by the Union through arbitration, shall be irrevocable and shall extinguish the right to proceed under the method not chosen at the time of the election. Only grievances pertaining to discipline, termination of employment and salary may be submitted to arbitration. Any decision of the Merit System Commission may be appealed only through judicial review as provided by statute and not through arbitration provided herein.

Section 6.

A. If the Union is not satisfied with the decision of the Prosecuting Attorney at Step 2 and elects to proceed to arbitration, the Union shall notify the Prosecuting Attorney 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 Prosecuting Attorney shall try to agree upon an arbitrator.

B. If the Union and Employer cannot agree upon an arbitrator, the Union and Employer shall, within ten (10) calendar days, request a panel of eleven (11) arbitrators from a national provider of arbitration services agreed to by the parties. Such panel may be drawn from Missouri and Kansas arbitrators, unless otherwise agreed to by the parties.

Both parties will be provided curriculum vitae for each of 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 by the Prosecutor, who may modify or change 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. Any ruling by the Prosecutor 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 or rejection. The Prosecutor's 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 Prosecutor's ruling if it does not comply with this Article. If the Prosecutor fails to timely issue a written ruling, the decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, subtract from, or modify any of the terms of this Memorandum. 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 7. 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 8. 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 3 VACATIONS

Full-time employees shall earn vacation at the following rates:

Years of Continuous Service	Total Days Per Year	Maximum Accrued Hours Allowed
Less than 5	10	120
5 to 10	15	180
10 to 15	20	240
15 or more	25	240

An employee's vacation and sick leave continue to accrue while on vacation. Employees shall not earn vacation leave while on leave of absence without pay. Any bargaining unit member will roll over accrued vacation leave in excess of maximum hours allowed to be used no later than June 30th of the next calendar year.

ARTICLE 4 HOLIDAYS

Section 1. Full-time employees covered by this Memorandum shall receive a regular day's pay for each holiday established from time to time by the Employer for other employees of the County, but in no event shall full-time employees have fewer than eleven County holidays in each calendar year which are as follows: New Year's Day, Martin Luther King's Birthday, President's Day, Truman Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Friday following Thanksgiving, and Christmas Day.

Section 2. If employees are required to work the above-mentioned County holidays, or days observed as such, they shall be paid at the employee's election, double the employees current hourly rate pay for such work or compensatory time credit at double the hours the employee works during a holiday.

Section 3. Should one of the County holidays fall within an employee's vacation, that day will not be counted as a day of vacation.

Section 4. In addition to the official County holidays, every full time County employee who has completed his six month probationary period is entitled to one "floating holiday" per calendar year to be taken on a day selected by the employee. The employee must obtain prior approval from his/her supervisor before taking the holiday. Approval will be

liberally granted so long as efficiency of the Prosecuting Attorney's Office can be maintained. A floating holiday not used during the year is lost. The full eight hours of the floating holiday must be taken at one time.

ARTICLE 5 FUNERAL LEAVE

Section 1. Employees shall be granted up to three (3) days leave without loss of pay in the event of a death in the immediate family. The immediate family is defined as wife, husband, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law, grandparent, step-parent, step-child, grandchild, son-in-law, daughter-in-law, domestic partner or other person if a member of the member of the household of the employee. Executors of Estates shall be granted funeral leave on the same basis as employees for the death of person for which they are the legal executor.

Section 2. 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. Funeral leave as described in Section 1 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 3. An employee 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 6 JURY DUTY PAY

Section 1. An employee selected for jury duty will have an authorized leave for the duration of his jury service. Normal wages will be paid for the period of jury duty provided the employee shall endorse and deliver to the Prosecuting Attorney the jury summons and warrantor check received for such jury duty.

ARTICLE 7 MATERNITY/PATERNITY LEAVE

Section 1. Members who are qualified to take leave under the Family Medical Leave Act (FMLA) will be allowed the first 5 weeks off, with pay and without a decrease in any accrued leave benefit, for the birth or adoption of a child. The 5 week leave does not extend the total amount of time off an employee is entitled to under the FMLA.

**ARTICLE 8
HOURS OF WORK & FLEX TIME**

Section 1. Bargaining unit members are expected to work from 8:30 AM to 5:00 PM Monday through Friday, forty (40) hours weekly. Any member of the Bargaining Unit who is required to work more than forty (40) hours a week will be compensated, at the member's election, at 1.5 times his or her hourly rate for every hour worked in excess of forty (40) hours per week or compensatory time credit at 1.5 times for each hour worked in excess of forty (40) hours per week. 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. The term "flexible work schedule" is limited to requests for a long term regular exception to scheduled working hours. Requests to deviate from required work hours which are not on a regular basis may be approved by the immediate supervisor. If such request is granted, the bargaining unit member must complete a weekly requirement of forty (40) hours. The decision to grant or deny a flex time schedule request is solely within the Prosecuting Attorney's discretion.

Section 2.

A. Upon request for a flexible work schedule, the bargaining unit member and his/her immediate supervisor outside the bargaining unit 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.

B. If the bargaining unit member and his/her immediate supervisor outside the bargaining unit cannot agree upon the parameters of an appropriate flexible work schedule, the matter will be referred to the Prosecuting Attorney for recommendation.

Section 3. 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.

Section 4. In the event an employee works seven consecutive days, the employee shall be compensated at double time for the seventh day of work.

**ARTICLE 9
TIME OFF FOR ELECTIONS**

In accordance with State Statutes, sufficient time off to vote in County, State, and National elections will be granted.

**ARTICLE 10
POSTING NOTICES**

The Prosecuting Attorney shall post all notices by electronic mail to all members of the bargaining unit. Designated union stewards may use office-wide electronic mail to post notices pertaining to official union business.

**ARTICLE 11
PAY PERIODS**

All employees covered by this Memorandum will be paid on the same dates as other County employees.

**ARTICLE 12
SICK LEAVE**

Sick leave benefits effective under the Jackson County Personnel Rules for County employees shall apply to all employees covered by this Memorandum.

**ARTICLE 13
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 MOU to a spouse or as a spousal benefit shall also be provided to domestic partners irrespective of gender.

**ARTICLE 14
UNION STEWARDS**

Section 1. The Prosecuting Attorney recognizes the right of the Union to designate job stewards or alternates, who may function in the job steward's absence, from the

Prosecuting Attorney's seniority list. The Union will advise the Prosecuting Attorney of their appointment. The authority of job stewards and alternates shall be limited to:

A. The investigation and presentation of grievances, in accordance with the provisions of this Memorandum;

B. The transmission of information from the Union or its officers; provided such information (1) has been reduced to writing or (2) if not reduced to writing, is of a routine nature. Any disputes as to whether or not such activities have been performed in a manner so as to unreasonably conflict with the steward's work duties shall be submitted to the grievance procedure herein.

Section 2. In the event the job steward, or his alternate, takes unauthorized strike action, or attempts to direct the work force in any manner, the Prosecuting Attorney shall have the right to discipline or discharge such steward, with recourse to the grievance procedure herein only on the question of whether he took the unauthorized strike action or attempted to direct the work force.

Section 3. Upon implementation of this agreement, duly elected union stewards will be released from duty on pay status when required to conduct Union business, which cannot reasonably be conducted outside of normal work hours. Request for release from duty on pay status shall be made to the union steward(s) supervisor and the Deputy Prosecuting Attorney or his/her designee at least twenty four (24) hours in advance, whenever possible. The Union agrees that such status will not be abused by its members. The parties further agree that such release from duty may be properly denied due to work needs (including but not limited to a member being scheduled to be in trial or similar proceedings, etc.), unless mutually agreeable arrangements can be made.

ARTICLE 15 NEW EMPLOYEES

New employees are probationary employees for their first 6 months of employment. Probationary employees are not entitled to participate in the grievance procedures.

ARTICLE 16 JOB OPENING AND TRANSFERS

Section 1. In the event a vacancy arises that the Prosecuting Attorney intends to fill, incumbent bargaining unit members will be given preference over 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. All vacancies which the Prosecuting Attorney intends to fill shall be posted by electronic email at all work sites within ten (10) calendar days of becoming vacant. 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 within a reasonable period of time after the closing of the posting period. Any such vacancy which is not filled, shall be posted monthly until such time that the vacancy is filled or until it is determined that the position is to be eliminated. Bargaining unit members will be assigned to such vacancies as set forth in Section 3 below.

Section 3. In the event that no bargaining unit employee requests to be assigned to the vacancy, the Prosecuting Attorney may assign an employee who meets the qualifications, as determined by the Prosecuting Attorney.

Section 4. A bargaining unit employee assigned to a vacancy, as provided herein, based upon his/her request shall not be eligible to request assignment to any other vacancy for a period of twelve (12) months. This 12 month period may be waived by the Prosecuting Attorney.

Section 5. 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 determines that it is in the best interest of the office to deny such application.

ARTICLE 17 PENSION

Section 1. The parties recognize Jackson County, Missouri has a County-funded pension plan for County employees. The employer will continue to properly fund this plan according to the terms thereof. Employees covered under this Memorandum are included within the provisions of the plan and shall be provided a copy of the plan. The Employer shall not terminate this pension plan unless it notifies the Union at least 90 days prior to such termination and immediately after such termination invests in or institutes a successor pension plan with benefits at least equal to the County's present plan. In the event that changes to Jackson County's pension plan are officially proposed by the Employer, the parties agree to meet and confer for the purpose of discussing the effects of said proposed changes.

ARTICLE 18 PARKING

Parking shall be provided to all employees assigned downtown at no cost to the employee.

Effective January 1, 2011, the County agrees to provide a parking allowance of at least sixty-five dollars (\$65.00) per month to members of the bargaining unit who are not provided a parking space by the County, in a County owned parking lot, the City of Kansas City, Missouri's downtown parking garage, or some other parking arrangement mutually agreed upon by the parties. Additionally, authorization will be given to four (4) employees based on seniority in the bargaining unit to have access to parking Lot B. Employees provided access should be aware that parking access and privileges are on a "first come first served" basis.

ARTICLE 19 ANTI DISCRIMINATION

Section 1. The Prosecuting Attorney and the Union agree that there will be no discrimination for or against any employee or applicant for employment because of race, color, creed, religion, gender, age, disability, national origin or ancestry, pregnancy status, sexual orientation, gender identity, marital status, familial status, veteran status, political activity or lack thereof, or union membership or nonunion non membership, or any other protected class under federal law. Where gender is referred to in this contract, it shall apply equally to male or female.

ARTICLE 20 EDUCATION BENEFITS

Section 1. Any tuition reimbursement request will become subject to County Personnel Rule 8.7.

Section 2. The County will pay the cost of member's attendance to a training seminar i.e. Missouri Office of Prosecution Services (MOPS), which is reasonably related to the duties performed by the bargaining unit member. Attendance at any such program must be approved by the Prosecuting Attorney, or his/her designee. In accordance with the County's travel policy, the County will also reimburse members for meals, mileage, lodging and other allowable expenses.

A. The Prosecuting Attorney agrees to budget \$3,500.00 each fiscal year covering this memorandum to fund training seminars pursuant to this article.

B. The County will pay the cost of up to seven (7) bargaining unit members' attendance to the Annual Missouri Child Support Enforcement Association Professional Training Conference. Attendance to such conference must be approved by the Prosecuting Attorney or his/her designee. In accordance with the County's travel policy, the County will reimburse for meals, mileage, lodging and other allowable expenses. The Prosecuting Attorney agrees to budget \$5,000.00 in the Family Support Division's budget for the term of this agreement to be used towards this purpose.

ARTICLE 21 COMPENSATION

Section 1. Effective January 1, of each year of this Memorandum, each bargaining unit member who received an overall score of at least Meets Expectations on his/her annual performance evaluation **will be eligible** to receive a merit based pay increase. Such merit based pay increase shall be contingent on the amount submitted in the County's budget and approved by the County legislature in December of the previous calendar year. The Union may request to meet and confer to discuss calculations of merit based increases during the term of this Memorandum.

Section 2. In the 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 the bargaining unit, members covered by this Memorandum will receive a percentage increase equal to that granted to the other department, division, employee(s) or elected officials.

The parties agree and acknowledge that Section 2 does **not** apply to the following circumstances:

- A. Employees of the Circuit Court and the Election Board are not covered by the foregoing Section 2 and the provisions of Section 2 shall not apply.
- B. Employees receiving wage increase as the result of a promotion are not covered by the foregoing Section 2 and the provisions of Section 2 shall not apply.
- C. 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 Section 2 shall not apply. Upon request, the County will provide the Union with names and salary adjustment amounts relating to County employees granted salary adjustments contemplated by this subsection.
- D. Any pay increases mandated by federal and/or state law.

Section 3. Any Employee who contests or disagrees with his/her overall score on his/her annual evaluation will be given an opportunity to address such concerns with the person who prepared the evaluation. If the employee is not satisfied with the result of his/her evaluation after discussing his/her concerns with the person who prepared the evaluation, he/she may appeal the result of the evaluation to the Chief Deputy Prosecutor for his/her review. At the Employee's election, he/she may have Union representation during any phase of the procedures outlined in this section.

Section 4. The Prosecuting Attorney's Office proposes working with the County's Human Resources Department each year of the agreement to conduct salary surveys for certain classifications to determine appropriate pay ranges in an effort to attract and retain qualified applicants and to retain employees.

Section 5. During the first year of this agreement the Paralegal and Legal Secretary job classification will be reclassified into a Legal Assistant job classification and the Senior Paralegal and Senior Legal Secretary reclassified to a Senior Legal Assistant job classification.

- A. The Legal Assistant job classification shall be placed into the G06 pay range (minimum starting pay \$13.40 per hour and maximum \$20.75 per hour).
- B. The Senior Legal Assistant classification shall be placed into the G07 pay range (minimum starting pay \$15.00 per hour and maximum \$23.27 per hour).
- C. During the first year of this agreement, affected employees being placed into the Legal Assistant job classification whose pay is currently less than \$15.00 per hour will have their pay increased to a living wage of \$15.00 per hour.
- D. Affected employees whose pay is adjusted to a living wage of \$15.00 per hour **will not** be eligible for the 2% merit increase in FY17, unless the living wage increase of \$15.00 per hour is equal to or less than 1% percent.
- E. The new pay adjustment for employees being placed into the new job classification(s) shall be effective per the adoption of this agreement.

Additionally, during the first year of the agreement the pay ranges for the Child Support Enforcement Technician I and the Child Support Enforcement Technician II will be revised to the following:

- F. The Child Support Enforcement Technician I job classification shall be placed into the G06 pay range (minimum starting pay \$13.40 per hour and maximum \$20.75 per hour).
- G. The Child Support Enforcement Technician II classification shall be placed into the G07 pay range (minimum starting pay \$15.00 per hour and maximum \$23.27 per hour).
- H. During the first year of this agreement, affected employees in the Child

Support Enforcement Technician I job classification whose pay is currently less than \$15.00 per hour will have their pay increased to a living wage of \$15.00 per hour.

- I. Affected employees whose pay is adjusted to a living wage of \$15.00 per hour **will not** be eligible for the 2% merit increase in FY17, unless the living wage increase of \$15.00 per hour is equal to or less than 1% percent.
- J. The new pay adjustment and ranges for employees in these job classifications shall be effective per the adoption of this agreement.

Additionally, during the first year of this agreement the Victim Advocate and Lead Victim Advocate pay ranges will be revised to the following:

- K. The Victim Advocate job classification shall be placed into the G07 pay range (minimum starting pay \$15.00 per hour and maximum \$23.27 per hour).
- L. The Lead Victim Advocate classification shall be placed into the G08 pay range (minimum starting pay \$16.96 per hour and maximum \$26.28 per hour).
- M. The new pay ranges for employees in these job classifications shall be effective per the adoption of the agreement.

ARTICLE 22 AMENDMENTS AND CHANGES

Section 1. A labor management committee will be established to discuss issues that affect the workplace and to encourage ongoing communications between the union and management.

Section 2. Upon the agreement of the Prosecuting Attorney and the Union, any article and/or section of this MOU may be amended or changed during the term of this MOU. Any such changes or amendments must be executed in writing by both the Prosecuting Attorney and the Union. Any such changes or amendments must be approved by the Jackson County Legislature.

Section 3. The parties agree to meet and confer, on or before December 31, 2017, for the purpose of reaching agreement on a side letter to this Memorandum of Understanding that would govern certain working conditions and terms of employment for members of the bargaining unit classified as "investigators," particularly with regard to duties of employment, training, and the carrying of firearms while on duty.


**ARTICLE 23
TERM OF MEMORANDUM**

This Memorandum shall be effective upon its adoption and ratification by the County Legislature of Jackson County, Missouri, and shall remain in force until March 31, 2020.

ST. LOUIS-KANSAS CITY CARPENTERS
REGIONAL COUNCIL

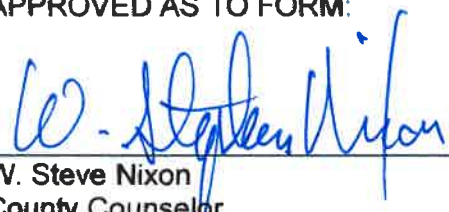
JACKSON COUNTY, MO


Title BUSINESS REP


Frank A. White, Jr.
County Executive

Date 4-13-2017


Jean Peters-Baker
Jackson County Prosecuting Attorney

APPROVED AS TO FORM:

W. Steve Nixon
County Counselor

ATTEST:

Mary Jo Spino
Clerk of the Legislature

REVENUE CERTIFICATE

Funds sufficient for expenditures required in 2017 were included in the annual budget. Funds to be expended in future years are subject to annual appropriation.

April 13, 2017
Date


Chief Financial Officer

AUTHORIZATION FOR CHECK-OFF OF UNION DUES

I hereby assign and transfer unto United Brotherhood of Carpenters and Joiners of America, District Council of Greater St. Louis and Vicinity, Local Union #61 out of wages to be earned by me each month as a result of my employment by the County of Jackson County, Missouri in the sum of twenty dollars and no cents (\$19.00) per month as my regular monthly membership dues in said Union or such amount as may hereafter be established by the Union, and become due to it, certified to the Employer by the financial secretary of Local Union #61, as my membership dues. I authorize and direct the County of Jackson County, Missouri to deduct such amounts from my first pay each month and to remit the same to the United Brotherhood of Carpenters and Joiners of America, District Council of Greater St. Louis and Vicinity, Local Union #61.

If there is no pay due me on the first pay of the month, then I authorize the deduction on the first pay of the next month for the current and preceding month. This authorization shall continue in effect unless notification by Registered Mail is made to the employer and the Union of my desire to revoke this Authorization, in accordance with the terms of the Collective Bargaining Agreement and/or any applicable laws.

Date

Signature

Employee Name

Social Security Number

Street Address

City

State

Zip