

COLLECTIVE BARGAINING AGREEMENT

Between

**THE COUNTY OF JACKSON
THE TWELFTH DISTRICT COURT**

And

DISTRICT COURT PROBATION AGENTS' ASSOCIATION

1. This Agreement is made and entered into this 16th day of February, 2010, by and between the County of Jackson, the 12th District Court and their professional employees recognized hereunder as being represented by the District Court Probation Agents' Association.
2. The parties recognize that the success of the judicial system depends upon the judge's ability to establish a proper service for the community, the judiciary and court personnel. The parties further recognize that the Courts, and their respective judges, are vested with certain statutory, constitutional and inherent rights in order that the public's interest in its judicial system may be preserved and that such rights of the judiciary shall not be waived, thwarted, or abridged by the terms of this Agreement. Members of the District Court Probation Agents' Association are considered at will employees and serve at the pleasure of the Chief District Court Judge.
3. The economic fringe benefits, except longevity provisions and paid time off, available to the employees of Local 2098 of the AFSCME union, Council No. 25, Courts Employees shall be extended to the members of the District Court Probation Agents' Association for 2007 including, but not limited to cafeteria plan benefits, mileage and parking. The District Court Probation Agents will receive whatever fringe benefits, except the longevity provision and paid time off, the members of AFSCME Court Employees receive, no less. The annual increase percentages and fringe benefits granted hereunder may exceed, but shall not be less than, those granted to such AFSCME Court Employees for 2007. They include, among other things, the following:
 - a. \$30,000 group life insurance.
 - b. Paid time off as reflected on the attached schedule.
 - c. Benefits concerning meetings or other items of expense shall be determined by the Court Administrator and paid for out of the District Court budget.
 - d. Insurance benefits as outlined on the attached Cafeteria Plan document.

- e. Effective January 1, 2010, performance incentive payments for all employees are eliminated.
- f. Retiree Health Insurance: Effective January 1, 2000 hospital and medical coverage provided by the employer will continue for employees retiring from County service with fifteen (15) or more years of service with Jackson County, excluding service credit attributable to another municipal employer. Employees may purchase coverage for their eligible dependents based upon illustrative rates as determined by the Third Party Administrator on a year to year basis. Coverage for employees retiring with less than fifteen (15) years of Jackson County service will be funded by the County as follows:

Fourteen (14) years	95%
Thirteen (13) years	90%
Twelve (12) years	85%
Eleven (11) years	80%
Ten (10) years	75%

Employees must have fifteen (15) or more years of service attributable to Jackson County to receive Employer funded spousal coverage.

Employees with less than fifteen (15) years of service must be eligible to immediately begin drawing pension benefits upon termination of employment to be eligible for health insurance benefits.

Employees who are full-time at the time of ratification and who have eight (8) or more years of service as of 12/31/2000 will be grand-fathered (retirement with eight [8] or more years of service will be eligible for health care coverage for retiree and spouse).

Employees hired on or after 1/1/2010 must attain the following continuous service credit to be eligible for health insurance coverage in retirement. It will be funded by the County as follows:

Twenty-five (25) years	95%
Twenty-four (24) years	90%
Twenty-three (23) years	85%
Twenty-two (22) years	80%
Twenty-one (21) years	75%

Retiree spousal coverage for health insurance will not be available for employees hired on or after 1/1/07.

For all retirees that retire on or after 1/1/2007, retiree health insurance benefits (medical and prescription) will be the same as for active employees.

- g. Retirement. Employees hired prior to January 1, 2007 are eligible to begin drawing benefits at age 60 after completion of eight (8) or more years of service.

Employees hired on or after January 1, 2007 are eligible to begin drawing benefits at age 60 after completion of ten (10) or more years of service.

- h. Defined Contribution Plan: Employees hired on or after 1/1/2008 will participate in the Defined Contribution Plan and will not be eligible to participate in the Defined Benefit Plan.
- i. Employees eligible for retirement based on age and/or years of service may elect to participate in the Deferred Retirement Option Plan (DROP) per Retirement System By-Laws.

Employees enrolling in the DROP on or after 1/1/2010 will earn a minimum of 4.0% interest on their DROP deposits up to a maximum equal to the actual annual rate of return of the pension system minus 1.0%.

- j. Employees will be provided the opportunity to purchase up to a maximum of four (4) years of Universal Credited Service at no cost to the County. The cost is determined by the employee's multiplier election: 2.0% = 11.0%; 2.25% = 12.4%; 2.5% = 13.8%. Purchase calculated on the employee's annual base salary at the time payments commence. Payment may be made as a lump sum cash payment, transfer from another qualified plan, or by pretax payroll deduction for a period not to exceed three (3) years with service credited upon receipt of payment in full. If an employee in the process of purchasing service credit terminates for any reasons the employee is entitled to a refund of those contributions.
4. Upon the effective date of this Agreement, January 1, 2010, all Probation Agents presently serving in the District Court Probation Department will be paid at the salary level established by this Agreement.
 5. Effective January 1, 1996, all District Court Probation Agents with six (6) or more completed years of service or three (3) years of completed service with the District Court Probation Department and a Masters Degree, will be designated as Senior Probation Agents and will be paid at the salary level established by this Agreement for that position. The classification of Senior Probation Agent will remain a part of the District Court Probation Agents' Association.

For post January 1, 2005 hires, employees with three (3) years of service and a masters degree will be placed at the 10 year step. Movement to the 15 year step of the wage scale will be based on actual years of service with the County.

6. Insurance. Pre-1992 Hires: Employees will have a premium share of 7.0% per month based on the illustrated rates. Employees hired on or after January 1, 1992, will be required to contribute ten percent (10%) annually of the cost of providing health insurance benefits. This will be payable to the County of Jackson through payroll deduction in twenty-four (24) installments.
7. ELIGIBILITY FOR CASH-IN-LIEU OF INSURANCE. Employees hired prior to 1/1/07 and retirees who retired prior to 1/1/07 may currently elect to opt out of the County's health insurance coverage and receive a cash payment in lieu of health insurance coverage if they are eligible for the County's health insurance coverage and have health insurance coverage through a secondary source, excluding Medicare.

However, employees hired on or after 1/1/07 and retirees who retire on or after 1/1/07 may only opt out of such coverage and receive a cash payment in lieu of health insurance coverage if they are eligible for the County's health insurance coverage and have health insurance coverage through a secondary source, excluding Medicare and excluding County health insurance coverage offered to an employee or retiree spouse.

The amount of the cash payment shall be determined by the Board of Commissioners each year.

In order to waive coverage and receive the cash payment, the employee or retiree must meet the following criteria:

- Must certify and provide proof of health insurance coverage through a secondary source as explained above; and
- Must complete the Health Insurance Waiver form.

TERMINATION OF WAIVER. Should insurance coverage through the secondary source described above be terminated for any reason, the employee or retiree is entitled to terminate the waiver agreement, cease the cash payment and re-enroll in the County's health insurance program provided notification is made to the County's Human Resources Department within thirty (30) days after coverage was lost. Otherwise, employees and retirees may elect to terminate the waiver agreement, cease the cash payment and re-enroll in the County's health insurance program only during an open enrollment period.

8. Compensatory Time. Employees may accrue a maximum of forty (40) hours compensatory time in lieu of overtime for hours worked in excess of forty (40) hours per week or eight (8) hours per day. The compensatory time is to be given at the rate of time and one-half (1 ½) and is to be used within a six (6) month period. Employees are to receive prior authorization from their department head or his/her designee prior to accruing and/or utilizing compensatory time.
9. This Agreement will be in effect for the years 2010 and 2011.
10. Exclusion: Excluded from the recognized groups are the District Court Administrator, Deputy District Court Administrator, Chief Probation Officer, Court Services Manager, Administrative Services Manager, and all other Twelfth District Court employees.
11. The salary schedule below will be incorporated as an integral part of this Agreement. Effective January 1, 2005, all new hires will be paid according to the Wage & Classification study (grade level 12).

2010: 0% increase
2011: 0% increase

A me-too clause with AFSCME will be honored for wages only for 2010 and 2011.
12. All grievances will be handled on a non-union basis since Unit K is not a Union but instead a bargaining unit which has no By-laws or Grievance Procedures.

IN WITNESS WHEREOF, the parties hereto have caused the instrument to be executed on the 16th day of February, 2010.

12TH DISTRICT COURT

PROBATION AGENTS ASSOC.

Judge R. Darryl Mazur

Judge Michael Klaeren

Judge James Justin

Judge Joseph Filip

COUNTY OF JACKSON

Chair, Board of Commissioners

Chair, Personnel & Finance

PAID TIME OFF

1. Employees Entitled to Paid Time Off. To be entitled to paid time off, employees must have seniority status.
2. Rate of Accumulation. Employees hired prior to 1/1/2007 shall earn and be credited annually with paid time off on their anniversary date on the following schedule.

<u>Completion of:</u>	<u>Paid Time Off Days</u>	<u>Carry-Over</u>
After probation to 1 year of service	5.5	0
1 to 6 years of service	23	15
7 to 11 years of service	27	20
12 to 15 years of service	31	25
16 or more years of service	35	30

Employees hired on or after 1/1/2007 shall earn and be credited annually with paid time off on their anniversary date based on the following schedule:

<u>Completion of:</u>	<u>Paid Time Off Days</u>	<u>Carry-Over</u>
After probation to 1 year of service	5	0
1 to 6 years of service	15	5
7 to 11 years of service	20	10
12 to 15 years of service	25	15
16 or more years of service	30	20

3. Accumulation of Paid Time Off. Paid time off must be utilized within one (1) year after the employee's anniversary date, except that a maximum number of days may be carried over to the next year on any anniversary date as reflected in Section 2.
4. Request for Paid Time Off in Excess of Eight Hours. Employees shall request the scheduling of paid time off in excess of eight hours as soon as possible during a calendar year, and the Division Head shall attempt to accommodate the request with regard being given to operating requirements and seniority.
5. Request for Eight Hours or Less. Paid time off may be used in integrals of not less than one (1) hour and in half-hour (1/2) integrals thereafter. An employee shall request paid time off twenty-four (24) hours prior to utilizing paid time off. Not more than one employee in a division may utilize paid time off on any given day without prior authorization from the Division Head.

6. Request for Eight Hours or Less for Personal or Family Illness. Any utilization by an employee must have the approval of his/her supervisor. An employee may be required to establish the reason therefore on any occasion when utilizing sick leave. Medical documentation or a note from a doctor may be required.
7. Rate of Pay. Employees will be paid for paid time off at their current rate of pay at the time they take paid time off.
8. Paid Time Off/Part-Time Employees. Part-time employees shall be entitled to proportionate paid time off pay based upon the full-time equivalent hours approved for the position, e.g., a ¾ time (75%) position would be credited with six (6) hours of paid time off.
9. Paid Time Off on a Holiday. Paid time off shall not be utilized on holidays.
10. Request for Payment in Lieu of Paid Time Off. Employees may request in writing to their Division Head, payment in lieu of taking paid time off. The Court Administrator may grant the request or direct the employee to take paid time off. If the employee fails to take paid time off when so directed, he/she shall forfeit the paid time off.
11. No Advance Credit. Paid time off leave shall not be allowed in advance of being earned and credited. If an employee has insufficient paid time off to cover a period of absence, a payroll deduction for lost time shall be made.
12. Advance Paid Time Off. If a regular payday occurs during an employee's paid time off that is scheduled for at least five (5) working days, the employee may receive the paycheck for the pay period in which the paid time off occurs prior to going on paid time off by requesting, in writing, to their Division Head, advance paid time off pay at least two (2) weeks before the scheduled paid time off.
13. Payment Upon Separation. Upon separation of employment with the Employer, the employee shall be paid for seventy-five percent (75%) of paid time off days earned and credited, at the employee's current rate of pay.