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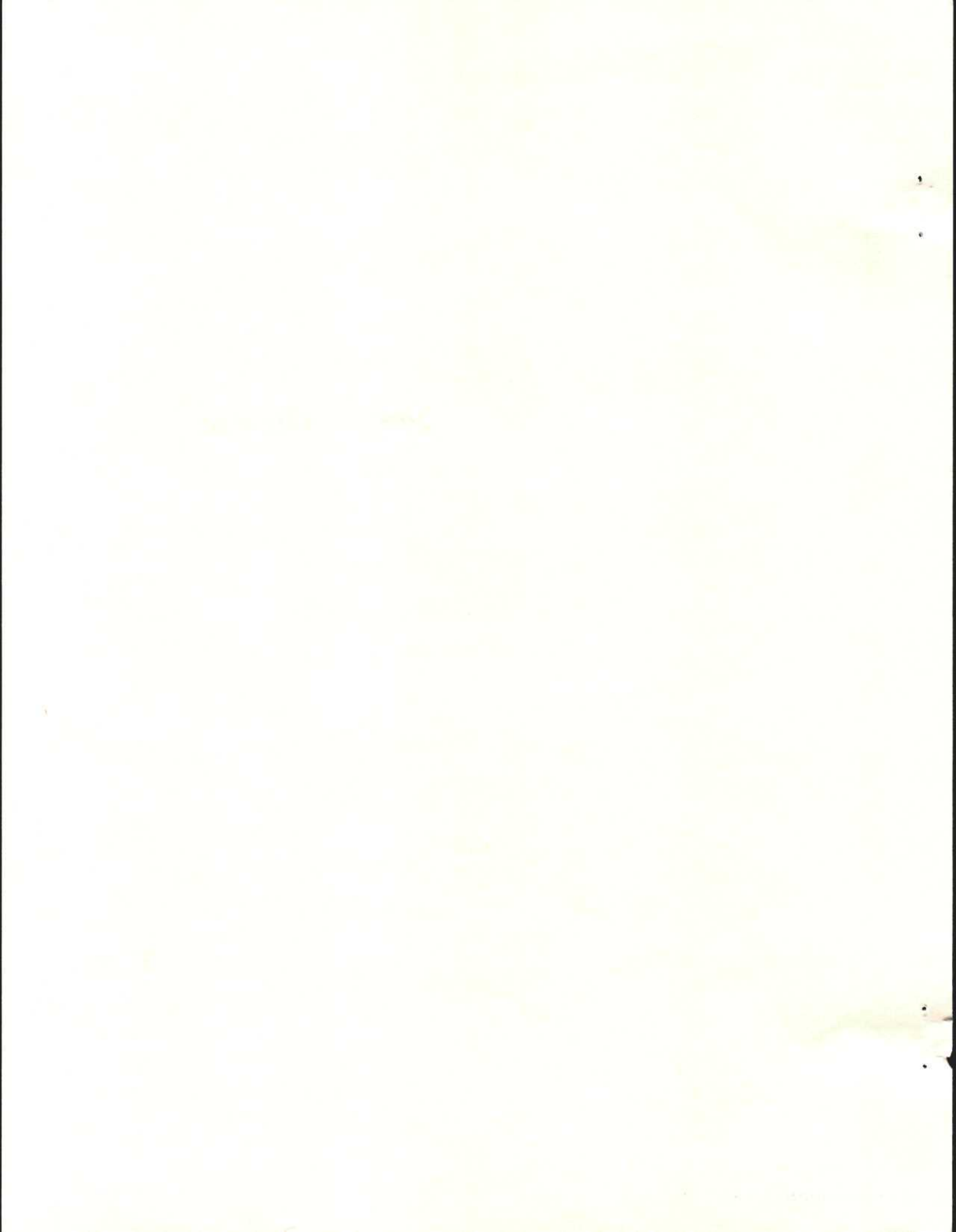
COLLECTIVE BARGAINING AGREEMENT

between

TWELFTH DISTRICT COURT  
and  
DISTRICT COURT PROBATION AGENTS' ASSOCIATION

*Jackson County (Twelfth District Court)*

January 1, 1996 - December 31, 1999



# COLLECTIVE BARGAINING AGREEMENT

between

TWELFTH DISTRICT COURT

and

DISTRICT COURT PROBATION AGENTS' ASSOCIATION

1. This Agreement is made and entered into this 27<sup>TH</sup> day of OCTOBER, 1995 by and between 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 judges ability to establish a proper service for the community, with due regard for the interests of the citizens of 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.
3. The economic fringe benefits, except longevity provisions, available to the employees of Unit D represented by Local 2098 of the AFSCME Union, Council No. 25, shall be extended to the members of the District Court Probation Officers Association for the years 1996 through 1999, including, but not limited to cafeteria plan benefits, paid time off, mileage and parking. The District Court Probation Agents will receive whatever fringe benefits, except the longevity provision, the members of Unit D receive, no less. The annual increase percentages and fringe benefits granted hereunder may exceed, but shall not be less than, those granted to such Unit D employees for the years 1996 through 1999 and 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. Based upon the discretion of the Chief Judge, District Court Probation Agents who have completed one (1) year of service shall be paid a job performance incentive payment in a lump sum on the first pay period in December of 1996, 1997, 1998 and 1999 of 0-2% for up to five (5) years of service, 0-4% after five

(5) years of service. In order to be eligible for this pay, the employee must be on the payroll on November 30th;


- f. Years of service begin from the date of appointment of the individual to the position of District Court Probation Agent.
4. Upon the effective date of this Agreement, January 1, 1996, 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.
6. Effective January 1, 1996, District Court Probation Agents and District Court Senior Probation Agents sick banks will be frozen. Sick bank hours are available for utilization and, upon termination of employment for any reason, employees will be paid for fifty percent (50%) of a maximum of 960 hours of sick leave at their current rate of pay.
7. Effective January 1, 1992, all new hires as District Court Probation Agents 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.
8. This Agreement will be in effect for the years 1996, 1997, 1998, and 1999.
9. Exclusion: Excluded from the recognized groups are the District Court Administrator, Deputy District Court Administrator, Chief Probation Officer, Court Services Manager and all other Twelfth District Court employees.
10. The salary schedule below will be incorporated as an integral part of this Agreement.
  - 1996 - 2.5% increase effective 01/01/96  
2% one-time bonus payable on the first pay period in 1996
  - 1997 - 2.5% increase effective 01/01/97
  - 1998 - 2.5% increase effective 01/01/98
  - 1999 - 2.5% increase effective 01/01/99
11. Subject to approval of the Chief Judge of the course work and reimbursement for successful completion, there will be reimbursement for tuition for the attainment of a

Masters Degree in the amount of 50% for the first year, 70% for the second year, and 90% for the third year.

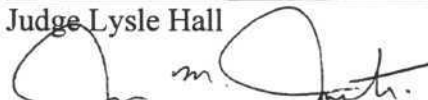
12. All Grievances will be handled on a non-union basis since Unit K is not a Union but instead a bargaining unit which has no By-Laws or Grievance Procedures.

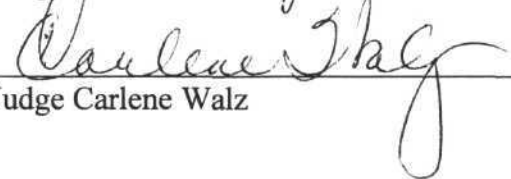
IN WITNESS WHEREOF, the parties hereto have caused the instrument to be executed on the 12<sup>th</sup> day of DECEMBER, 1995.

12th DISTRICT COURT

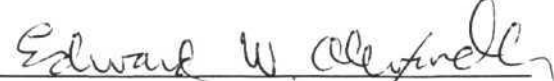
  
\_\_\_\_\_  
Judge Charles Falahee, Jr.

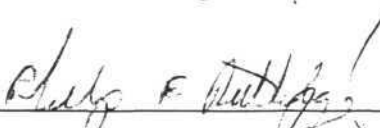
  
\_\_\_\_\_  
Judge Lysle Hall

  
\_\_\_\_\_  
Judge James Justin

  
\_\_\_\_\_  
Judge Carlene Walz


PROBATION AGENTS' ASSOCIATION

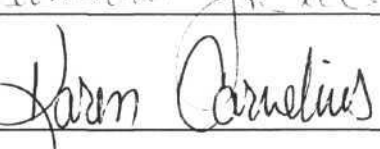
  
\_\_\_\_\_  
Edward W. Allyn

  
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Philip F. Phillips

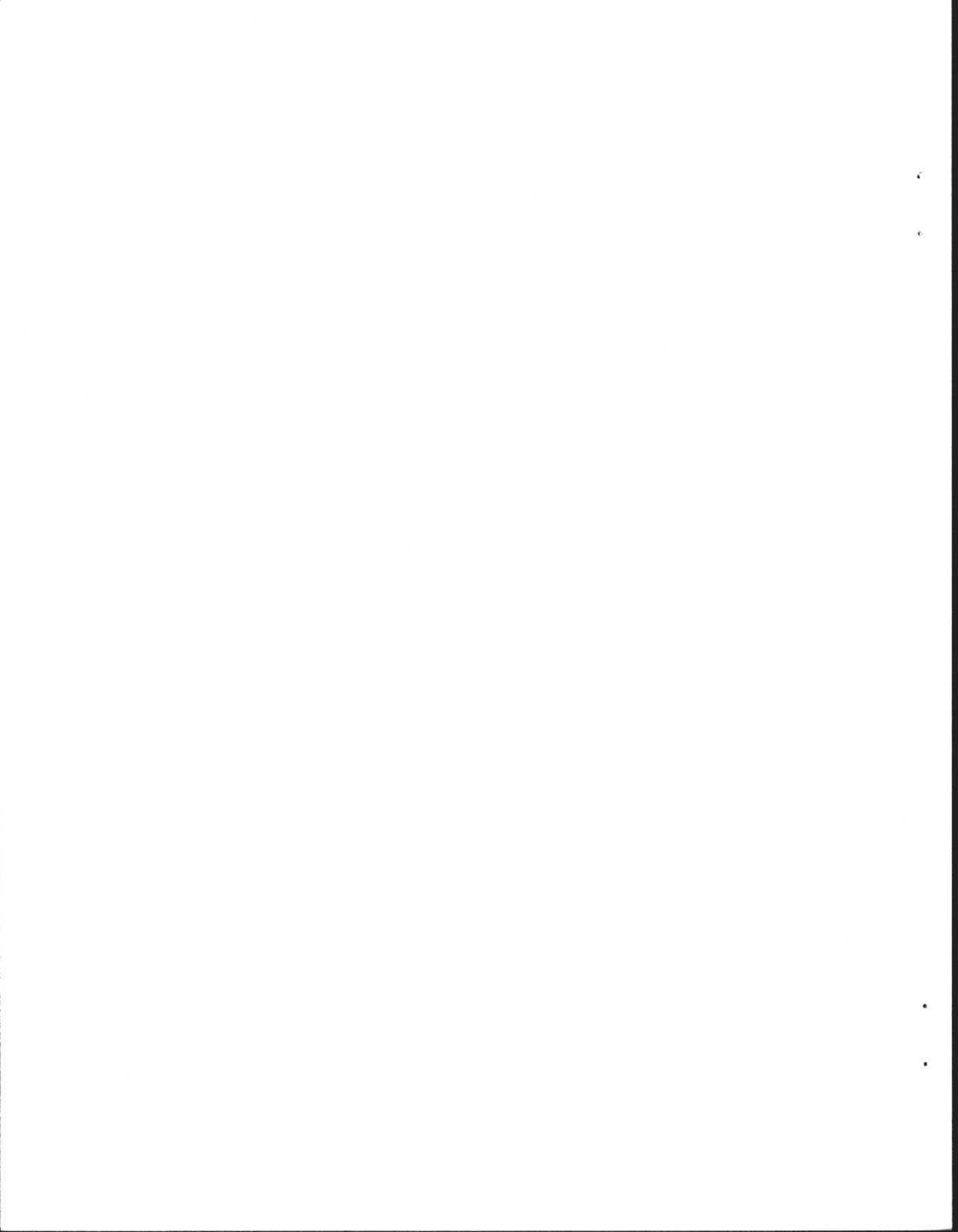
  
\_\_\_\_\_  
Lisa Adams

  
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David E. Thorton

  
\_\_\_\_\_  
Lillian J. Brito

  
\_\_\_\_\_  
Karen Cornelius

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**MEMORANDUM OF AGREEMENT**  
between  
**12TH JUDICIAL DISTRICT COURT**  
and  
**DISTRICT COURT PROBATION OFFICERS ASSOCIATION**


The following is understood by 12th Judicial District Court and the District Court Probation Officers Association:

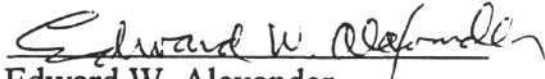
The parties agree to a four year collective bargaining agreement, effective 1/1/96 and terminating 12/31/99. Employees of the association shall receive a 2.5% wage increase for each year of the collective bargaining agreement. The wage increase shall be effective the first day of January for each year of the agreement.


Employees shall receive a one-time bonus of 2%, payable on the first pay period in 1996. It is further understood that the economic fringe benefits, except longevity provision, available to Unit D employees shall be extended to the members of the District Court Probation Officers Association.

All other contract language remain the same, except for, adding the Chief Probation Officer to the exclusionary language in Article 9.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 27<sup>th</sup> day of October, 1995

  
\_\_\_\_\_  
Hon. Charles Falahee, Jr.  
Chief Judge

  
\_\_\_\_\_  
Edward W. Alexander  
President, Unit K

  
\_\_\_\_\_  
Michael J. Dillon  
Court Administrator

cc: Personnel Department





## 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. Employee 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>
1 to 6 Yrs. of Service	27.5	15
7 to 11 Yrs. of Service	32.5	20
12 to 15 Yrs. of Service	37.5	25
16 or more Yrs. of Service	42.5	30

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. 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. One (1) hour integrals does not apply to Youth Center employees and must be four hour integrals at the discretion of the Department 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 number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the paid time off is utilized.
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. The County Clerk has authority to grant for employees in Deputy County Clerk classification.

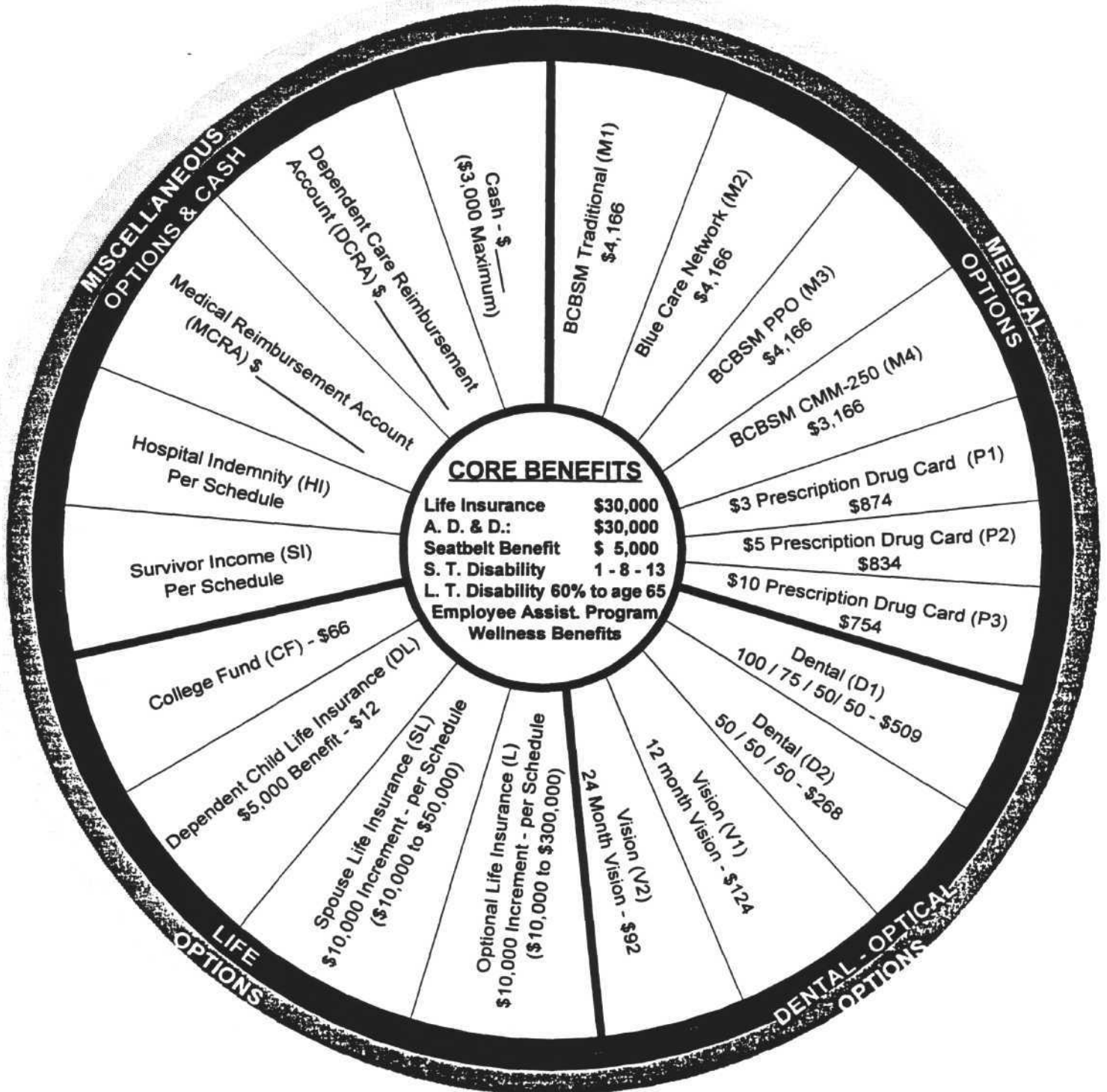
If the employee fails to take paid time off when so directed, he/she shall forfeit the paid time off.

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.
14. Crediting of Paid Time Off. Paid time off will be credited beginning in 1995 on the effective date of implementation of the Cafeteria Plan.

# County Of Jackson

## IBP DOLLARS ALLOWABLE - \$5,440

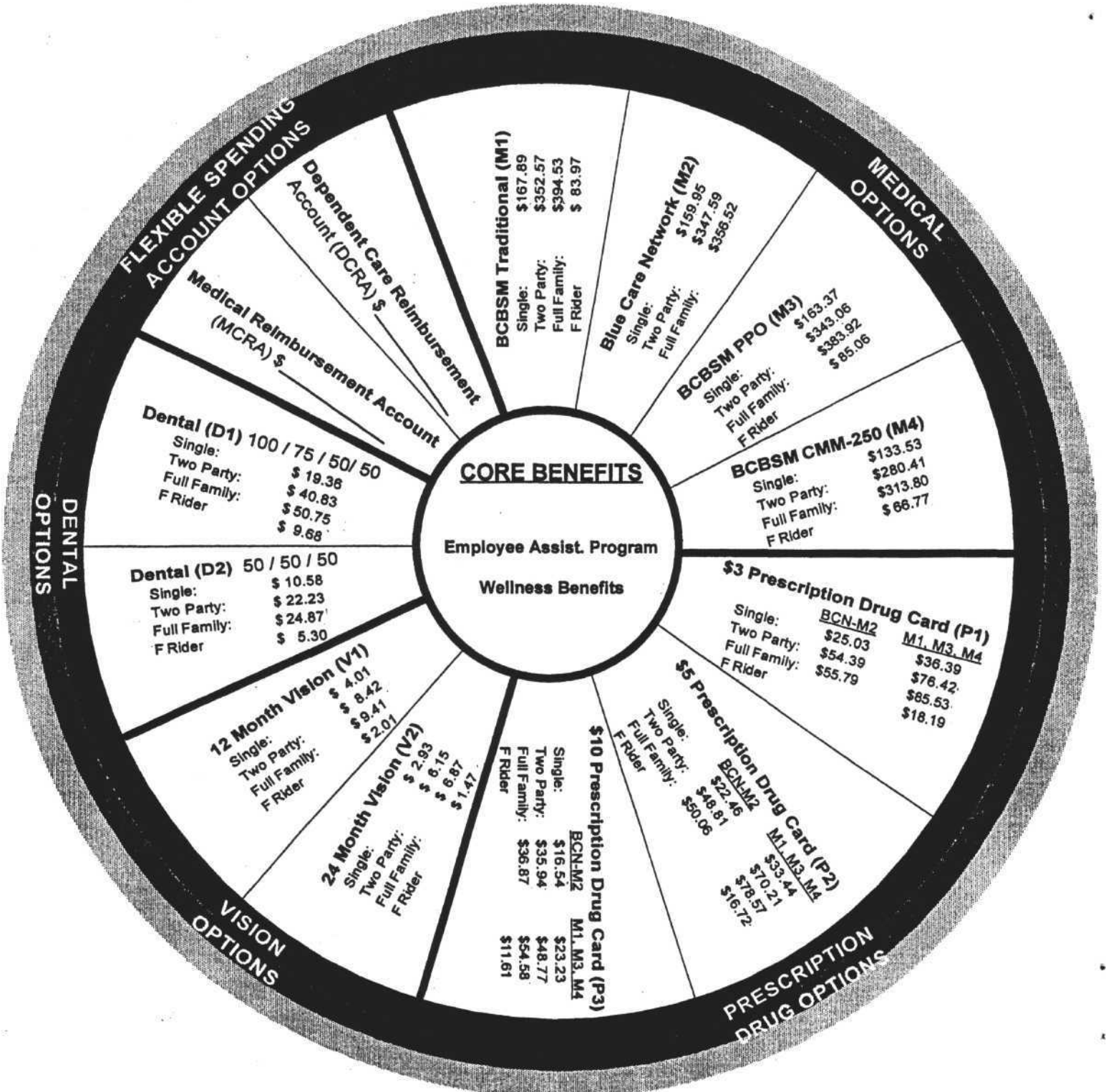
NOTE: IF OPTING OUT OF MEDICAL BENEFITS \$3,000 IBP DOLLARS ARE AVAILABLE FOR ADDITIONAL BENEFITS OR CASH



**Choices for Today**

# Individualized Benefit Plan

## PART TIME EMPLOYEES SECTION 125 CAFETERIA PLAN



Planning for Tomorrow

**PROBATION AGENT**

**Salary Schedule  
1996, 1997, 1998, 1999**

	<b>Hiring</b>	<b>6-Month</b>	<b>1-Year</b>	<b>2-Year</b>	<b>3-Year</b>	<b>4-Year</b>	<b>5-Year</b>
<b>01/01/96</b>	<u>13.28</u> 27,622.40	<u>13.56</u> 28,204.80	<u>13.77</u> 28,641.60	<u>15.33</u> 31,886.40	<u>16.39</u> 34,091.20	<u>17.44</u> 36,275.20	<u>18.48</u> 38,438.40
<b>01/01/97</b>	<u>13.62</u> 28,329.60	<u>13.90</u> 28,912.00	<u>14.11</u> 29,348.80	<u>15.72</u> 32,697.60	<u>16.80</u> 34,944.00	<u>17.87</u> 37,169.60	<u>18.94</u> 39,395.20
<b>01/01/98</b>	<u>13.96</u> 29,036.80	<u>14.25</u> 29,640.00	<u>14.46</u> 30,076.80	<u>16.11</u> 33,508.80	<u>17.22</u> 35,817.60	<u>18.32</u> 38,105.60	<u>19.42</u> 40,393.60
<b>01/01/99</b>	<u>14.31</u> 29,764.80	<u>14.60</u> 30,368.00	<u>14.82</u> 30,825.60	<u>16.51</u> 34,340.80	<u>17.65</u> 36,712.00	<u>18.78</u> 39,062.40	<u>19.90</u> 41,392.00

**SENIOR PROBATION AGENT**

**Salary Schedule  
1996, 1997, 1998, 1999**

<b>01/01/96</b>	<u>19.01</u> 39,540.80	<b>01/01/97</b>	<u>19.49</u> 40,539.20	<b>01/01/98</b>	<u>19.98</u> 41,558.40	<b>01/01/99</b>	<u>20.48</u> 42,598.40
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