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12/31/2004

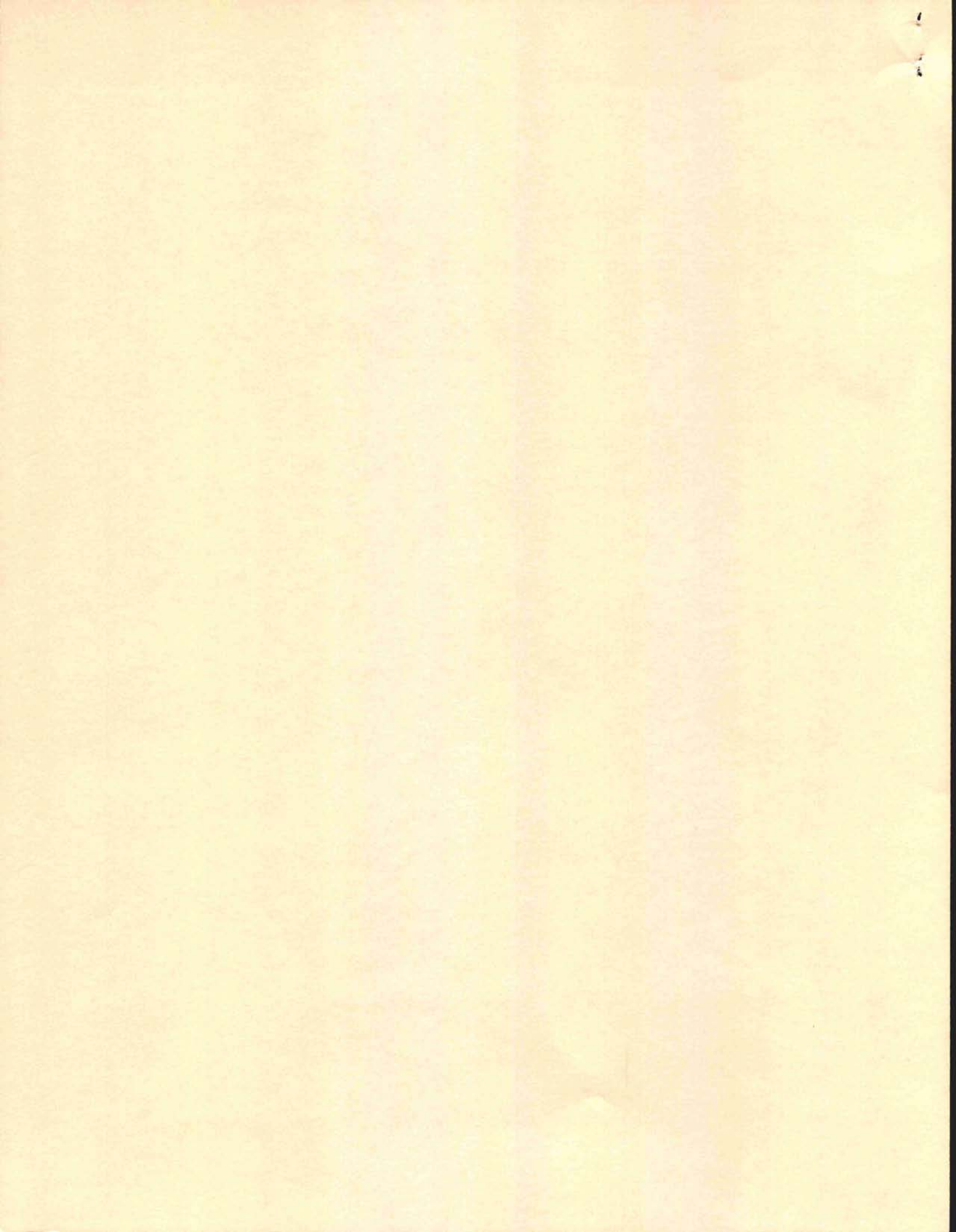
**COLLECTIVE BARGAINING AGREEMENT**

**between**

**TWELFTH DISTRICT COURT  
and  
DISTRICT COURT PROBATION AGENTS' ASSOCIATION**

*(Yellow County) Twelfth District Court*

**January 1, 2000 – December 31, 2004**



# COLLECTIVE BARGAINING AGREEMENT

between

## TWELFTH DISTRICT COURT and DISTRICT COURT PROBATION AGENTS' ASSOCIATION

1. This Agreement is made and entered into this 11th day of January, 2000 by and between the 12<sup>th</sup> 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 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 Officers Association for the years 2000 through 2004, 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 the years 2001 through 2004 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 2000, 2001, 2002, 2003, and 2004 of 0-2% for up to five (5) years of service, and 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 30<sup>th</sup>. Employees hired after January 1, 2000 will not be eligible for a performance incentive payment. Years of service begin from the date of appointment of the individual to the position of District Court Probation Agent.

- 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 (retirees with eight [8] or more years of service will be eligible for health care coverage for retiree and spouse).

No change to the eight (8) year vesting provisions of the retirement system.

- g. Retirement at any age with twenty-five (25) years of service.
4. Upon the effective date of this Agreement, January 1, 2000, 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. 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.
8. This Agreement will be in effect for the years 2000, 2001, 2002, 2003, and 2004.
9. 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.
10. The salary schedule below will be incorporated as an integral part of this Agreement.

Annual two percent (2%) cost of living adjustment through life of contract.

Optional "Me too" clause regarding annual cost of living adjustment with AFSCME Courts for years 2001 through 2004.

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 1<sup>th</sup> day of January, 2000.

12<sup>th</sup> DISTRICT COURT

PROBATION AGENTS' ASSOCIATION

Charles Falahee Jr.  
Judge Charles Falahee Jr.

Shelby F. Huttley

Lysle Hall  
Judge Lysle Hall

All L. Lye

James Justin  
Judge James Justin

Betty Jo DeForest  
Betty Jo DeForest, Commissioner

Carlene Lefere  
Judge Carlene Lefere

Ken Beardslee  
Ken Beardslee, Commissioner

## 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 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	
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
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.





PROBATION AGENT

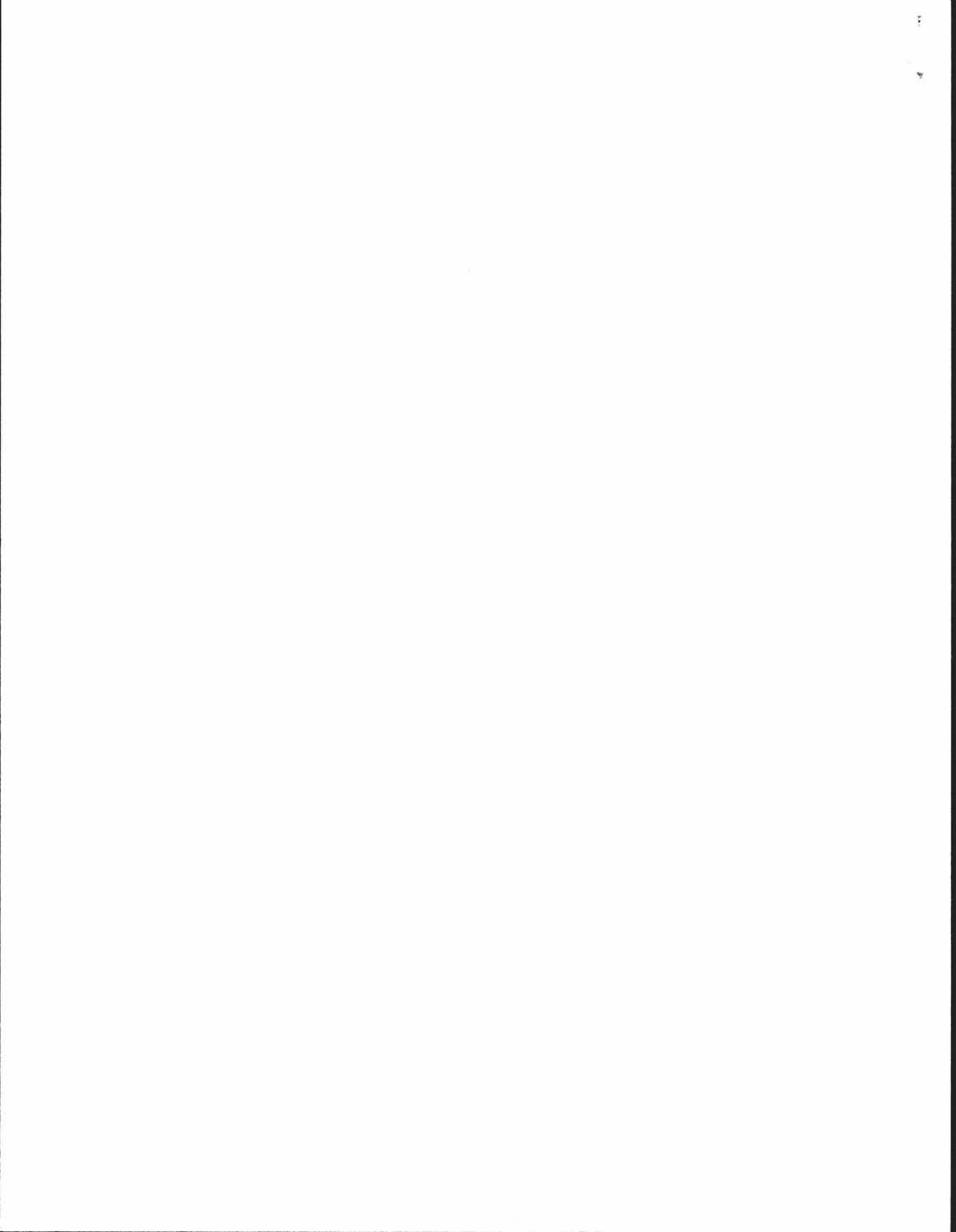
Salary Schedule – 2000

	<u>Hiring</u>	<u>6 Month</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
01/01/00	\$14.60 30,368	\$14.89 30,971	\$15.12 31,449.60	\$16.84 35,027.20	\$18.00 37,440	\$19.15 39,832	\$20.30 42,224

SENIOR PROBATION AGENT

Salary Schedule – 2000

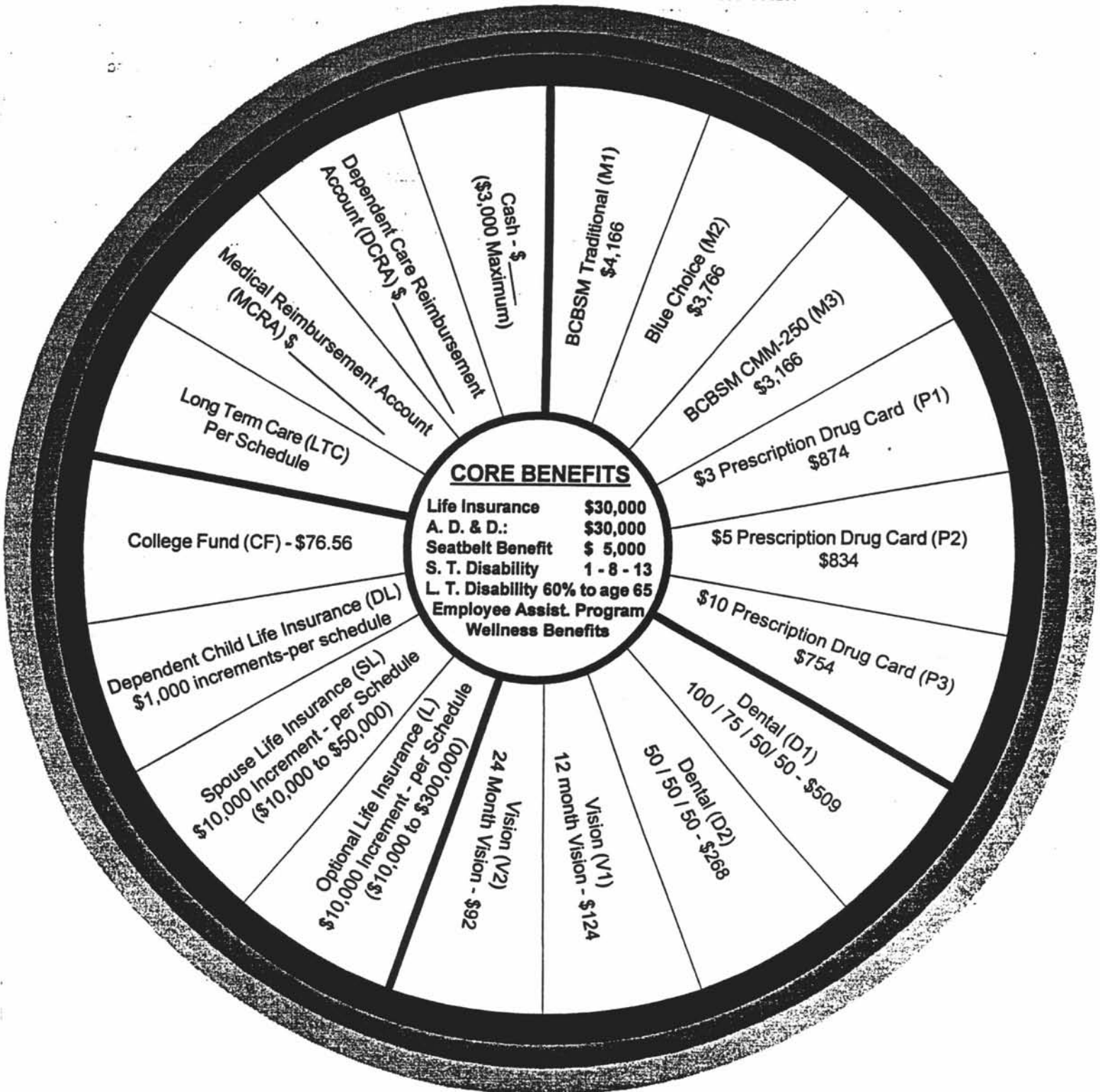
01/01/00	\$20.89 43,451.20
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# County Of Jackson

**IBP DOLLARS ALLOWABLE - \$5,440**

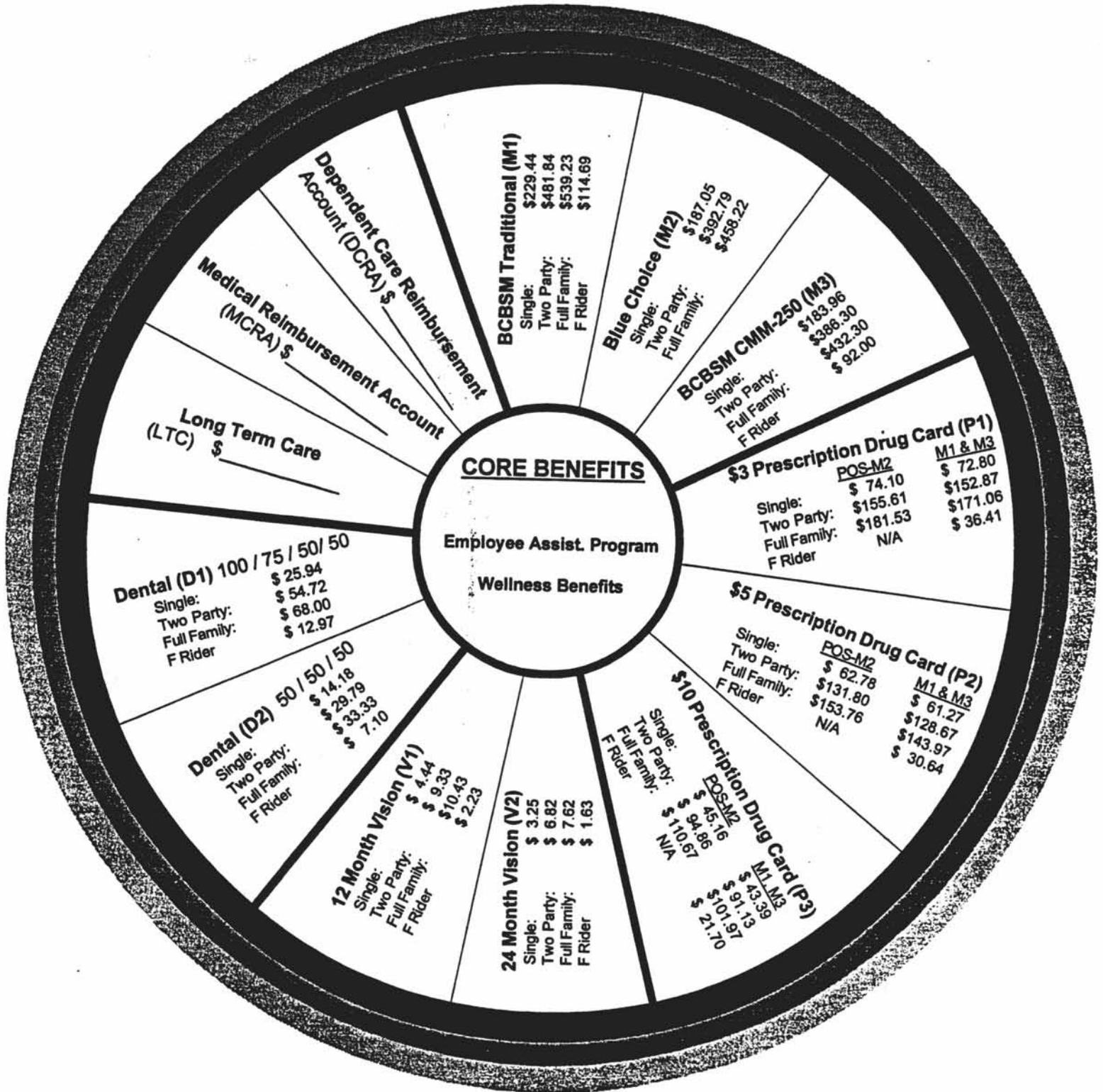
**NOTE: IF OPTING OUT OF MEDICAL BENEFITS \$3,000 IBP DOLLARS ARE AVAILABLE FOR ADDITIONAL BENEFITS OR CASH**



**Choices for Today**

# Individualized Benefit Plan

## PART TIME EMPLOYEES SECTION 125 CAFETERIA PLAN



Planning for Tomorrow

