

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

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

**And**

**DISTRICT COURT PROBATION AGENTS' ASSOCIATION**

**January 1, 2018 through December 31, 2020**

# 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 1st day of January, 2018, by and between the County of Jackson, 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 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 the duration of this contract including, but not limited to group health 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 duration of this contract. They include, among other things, and are subject to the following:
  - a. Effective Date of Coverage. To the extent the employee has timely and properly elected coverage, coverage for health and welfare benefits provided for in this Agreement shall be effective upon date of hire.
  - b. Carriers/Administrators. The Employer may change the carriers/administrators of health and welfare benefits available under this Agreement.
  - c. Life Insurance and Accidental Death and Dismemberment Benefits. The Employer shall provide to each full-time employee covered by this

Agreement who meets the applicable eligibility and participation requirements set forth in the underlying life insurance and accidental death and dismemberment plan documents a group life insurance policy of thirty thousand dollars (\$30,000) with accidental death and dismemberment benefit provisions of thirty thousand dollars (\$30,000) at the Employer's entire expense.

d. Group Health Plan Benefits for Employees

Medical, prescription, dental, and vision benefits offered under the County of Jackson Group Health Plan (as amended and restated from time to time) ("Group Health Plan") shall be made available to full time employees and part-time employees who are regularly scheduled to work at least 20 hours per week and will normally be scheduled to work more than six months during the plan year. Employees may also be eligible for benefits under the Group Health Plan to the extent required by applicable federal and/or state law. Please see the Summary Plan Description for the Group Health Plan for complete eligibility and participation requirements for medical, prescription, dental, and vision benefits. Group Health Plan benefit levels, eligibility requirements, and/or participation requirements are as set forth in the Group Health Plan.

The parties agree that the Group Health Plan design must not trigger the federal "Cadillac" excise tax, to the extent the Cadillac excise tax becomes applicable to the Employer.

Full-time employees (as defined in the Group Health Plan) shall pay no more than a 20% premium share based on the rate for medical and prescription coverage. Part-time employees shall be required to pay the entire rate for medical and prescription coverage. All employees who participate in the Group Health Plan shall make their required applicable contribution toward the cost of such coverage through bi-weekly payroll deduction. In the event an employee's pay does not cover his or her Group Health Plan premium share, or the employee is not receiving pay, he/she must make direct contributions to the Employer on a bi-weekly basis.

Group Health Plan coverage shall be made available to the Employee's eligible spouse and eligible dependent children. Eligible dependent children may remain on the Employee's Group Health Plan coverage until the end of the calendar month in which the dependent child turns twenty-six (26) years of age.

- e. Medical and Prescription Benefits for Retirees. For the duration of this agreement, retirees who retire during the term of this agreement will be provided with medical and prescription 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 and upon the terms and conditions stated by the County. Retirees with 15 or more years of service will continue to pay their active premium cost share in retirement.

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 = 20% active cost share + 5% of current rate/premium  
Thirteen (13) years = 20% active cost share + 10% of current rate/premium  
Twelve (12) years = 20% active cost share + 15% of current rate/premium  
Eleven (11) years = 20% active cost share + 20% of current rate/premium  
Ten (10) years = 20% active cost share + 25% of current rate/premium

Upon retirement, retiree medical and prescription coverage will be offered under the plan or policy then in place for pre or post-65 retirees, which is subject to change.

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 medical and prescription benefits.

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

Twenty-five (25) years = 20% active cost share + 5% of current rate/premium  
Twenty-four (24) years = 20% active cost share + 10% of current rate/premium  
Twenty-three (23) years = 20% active cost share + 15% of current rate/premium  
Twenty-two (22) years = 20% active cost share + 20% of current rate/premium  
Twenty-one (21) years = 20% active cost share + 25% of current rate/premium

Retirees with 26 or more years of service will continue to pay their active premium cost share in retirement. Upon retirement, retiree medical and prescription coverage will be offered under the plan or policy then in place for pre or post-65 retirees, which is subject to change.

Retiree spousal coverage for medical and prescription benefits will not be available for employees hired on or after 1/1/07.

Retiree Health Savings Account. All employees hired on or after 1/1/2012 will not be eligible for medical and prescription benefits upon retirement. They will participate in the VantageCare Retiree Health Savings Plan (RHS) through ICMA-RC. Parameters of the plan are:

- a. Employer annual contribution of \$1850.00 continues, to be increased to \$1950.00 in 2020. (Increases \$100.00 every 5 years, based on initial County plan implementation date.)
  - b. Employee annual contribution of \$800.00 continues, to be increased to \$850.00 in 2020. (Increases \$50.00 every 5 years, based on initial County plan implementation date.)
  - c. 3 year vesting.
  - d. Eligible to receive medical benefit payments upon separation from service with no restrictions.
  - e. Permissible medical benefit payments are those eligible under IRC Section 213 other than direct long-term care expenses and including non-prescription medications allowed under IRS guidance.
  - f. In the event of the death of a participant, the surviving spouse and/or surviving dependents are immediately eligible to maintain the account and utilize it to fund eligible medical benefits.
- f. CASH-IN-LIEU OF MEDICAL AND PRESCRIPTION BENEFITS. Full-time employees and retirees who are eligible to receive medical and prescription coverage under the Employer's group health plan may elect to receive a cash payment in lieu of such medical and prescription coverage provided they meet the applicable requirements set forth in the County of Jackson Section 125 Cafeteria Plan (as amended and restated from time to time) (the "Section 125 Cafeteria Plan").

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 medical and prescription coverage through a secondary source as explained in the Section 125 Cafeteria Plan; and
- Must complete the Group Health Plan Waiver Agreement.

TERMINATION OF WAIVER. Should medical and prescription coverage through the secondary source described above be terminated for any reason, the waiver agreement and cash payment shall terminate. The employee or retiree may be permitted to re-enroll in the County's medical and prescription coverage due to a qualifying mid-year change in election

event as set forth in the Section 125 Cafeteria Plan 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 group health plan only during an open enrollment period.

- g. Governmental Modifications Affecting Coverage. Any applicable laws, regulations, mandates, and/or other governmental guidance under federal or state law related to benefits provided under this contract that take effect during the duration of this contract will be implemented as necessary to comply with the applicable law. The parties acknowledge and agree that benefit coverage provided under this contract may be modified as described above in order to ensure compliance with any such applicable law.
  - h. Health and welfare benefits as outlined on the attached Benefits Summary will be available to eligible employees.
4. a. Paid time off as reflected on the attached schedule.
- b. Benefits concerning meetings or other items of expense shall be determined by the Court Administrator and paid for out of the District Court budget.
5. a. 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. In addition, employees hired on or after January 1, 2007 will be eligible to begin drawing benefits at age 55 after completion of 25 years of service or at any age after completion of 30 or more years of service, during window periods still to be determined.

Window Periods: 2018, 2019, 2020: For pre-2007 hires, at age 55 with ten (10) years of service during May/June, November/December. The last day worked must be within the window period.

2018, 2019, 2020: For pre-2007 hires at any age with twenty-five (25) years of service during May/June, November/December. The last day worked must be within the window period.

- b. 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.
- c. 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%.

- d. 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. Employees wishing to purchase Universal Credited Service must pay for an individual actuarial study to determine the cost of the purchase. 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.
6. Upon the effective date of this Agreement, January 1, 2018, all Probation Agents presently serving in the District Court Probation Department will be paid at the salary level established by this Agreement.
7. 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.

This Agreement will be in effect for the years 2018, 2019 and 2020.

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.

8. The salary schedule below will be incorporated as an integral part of this Agreement. Effective January 1, 2018, all Association members will be paid according to the Wage & Classification study (grade level K).

2018: 3.70%


2019: 2.00%  
2020: 2.00%

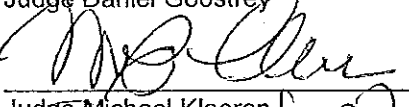
9. All grievances will be handled on a non-union basis since Unit K is not a Union but instead a bargaining unit which has no By-laws or Grievance Procedures.

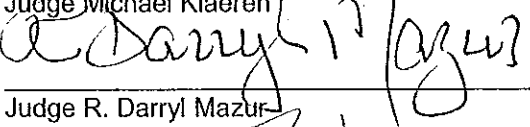


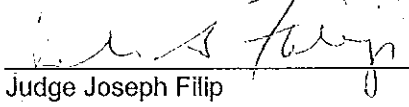
IN WITNESS WHEREOF, the parties hereto have caused the instrument to be executed on the 19<sup>th</sup> day of December, 2017.

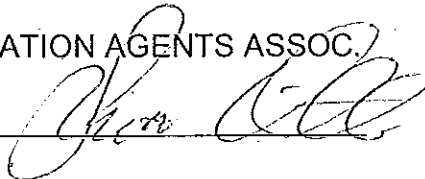
12<sup>TH</sup> DISTRICT COURT

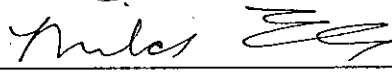
  
\_\_\_\_\_  
Judge Daniel Goostrey

  
\_\_\_\_\_  
Judge Michael Klaeren

  
\_\_\_\_\_  
Judge R. Darryl Mazur

  
\_\_\_\_\_  
Judge Joseph Filip

PROBATION AGENTS ASSOC.  
  
\_\_\_\_\_

  
\_\_\_\_\_

COUNTY OF JACKSON

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
Chair, Personnel & Finance

## PAID TIME OFF

1. Rate of Accumulation. Employees hired prior to 1/1/2007 shall earn and be credited bi-weekly with paid time off on each pay period and be subject to caps based on the following schedule.

<u>Completion of:</u>	<u>Paid Time Off Days</u>	<u>Cap</u>
Upon hire to 6 years of service	23	38
7 to 11 years of service	27	47
12 to 15 years of service	31	56
16 or more years of service	35	65

Employees hired on or after 1/1/2007 shall earn and be credited bi-weekly with paid time off on each pay period and be subject to caps based on the following schedule.

<u>Completion Of:</u>	<u>Paid Time Off Days</u>	<u>Cap</u>
Upon hire to 10 years of service	20	30
11 to 15 years of service	25	40
16 or more years of service	30	50

There will be no accrual of paid time off while an employee is absent from work and receiving short-term disability (STD), long-term disability (LTD), or unpaid time. Paid time off shall continue to accrue for the first six months only when an employee is absent from work and receiving worker's compensation.

2. 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.
3. Request for Eight Hours or Less. Paid time off may be used in integrals of not less than one-half (1/2) 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.
4. 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.

5. 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.
6. 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  $\frac{3}{4}$  time (75%) position would be credited with six (6) hours of paid time off.
7. Paid Time Off on a Holiday. Paid time off shall not be utilized on holidays.
8. 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.
9. 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.
10. 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. There will be no payoff of paid time off to any employee separating with less than one year of service with the County.

## DISTRICT COURT PROBATION AGENTS ASSOCIATION BENEFITS SUMMARY

**Core Benefits:** \$30,000 Life Insurance; \$30,000 AD & D; Long Term Disability; Employee Assistance Program; and Wellness Benefits shall be available to full-time employees at no cost.

Wellness and employee assistance program benefits shall be available to part-time employees.

In addition to the core benefits referenced above, the benefits listed in the table below are also available to eligible employees. The employees shall share in and/or incur the costs hereof in accordance with other sections of this Agreement and applicable enrollment materials.

Benefit Type	Options
Group Health Plan	Medical, prescription, dental, and vision.
Optional Life Insurance	Employee Optional Life: \$10,000 to \$300,000 Spouse Optional Life: \$10,000 to \$50,000 Dependent Child Optional Life: \$5,000
Short-Term Disability (STD) (only available to full-time employees)	\$83.20 annual cost; 1 <sup>st</sup> day injury; 8 <sup>th</sup> day illness; 13 weeks; 66 2/3% base salary
Cash-in-Lieu of medical and prescription benefits (only available to full-time employees)	\$3,000 Annually (with option to purchase STD, Optional Life, dental and vision)
Reimbursement Accounts	Health flexible spending and/or Dependent Care assistance program accounts

**DISTRICT COURT PROBATION AGENTS  
2018 - 2020 WAGES**

		<b>2018</b>				
		<b>Hire Rate</b>	<b>3 Year</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>
<b>3.70%</b>	<b>Yearly</b>	\$ 55,680	\$ 59,935	\$ 63,116	\$ 64,062	\$ 65,023
	<b>Bi-Week</b>	\$ 2,141.52	\$ 2,305.20	\$ 2,427.52	\$ 2,463.92	\$ 2,500.88
	<b>Hourly</b>	\$ 26.769	\$ 28.815	\$ 30.344	\$ 30.799	\$ 31.261

		<b>2019</b>				
		<b>Hire Rate</b>	<b>3 Year</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>
<b>2.00%</b>	<b>Yearly</b>	\$ 56,792	\$ 61,133	\$ 64,378	\$ 65,343	\$ 66,323
	<b>Bi-Week</b>	\$ 2,184.32	\$ 2,351.27	\$ 2,476.08	\$ 2,513.20	\$ 2,550.88
	<b>Hourly</b>	\$ 27.304	\$ 29.391	\$ 30.951	\$ 31.415	\$ 31.886

		<b>2020</b>				
		<b>Hire Rate</b>	<b>3 Year</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>
<b>2.00%</b>	<b>Yearly</b>	\$ 57,928	\$ 62,356	\$ 65,666	\$ 66,649	\$ 67,650
	<b>Bi-Week</b>	\$ 2,228.00	\$ 2,398.32	\$ 2,525.60	\$ 2,563.44	\$ 2,601.92
	<b>Hourly</b>	\$ 27.850	\$ 29.979	\$ 31.570	\$ 32.043	\$ 32.524