



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SCOTT COUNTY, IOWA

AND

AFSCME, LOCAL 606

Effective July 1, 2011 - June 30, 2012

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## AGREEMENT

This Agreement is made and entered into by the Scott County Board of Supervisors (Employer) and Local 606, affiliated with the American Federation of State, County and Municipal Employees AFL-CIO (Union), for the purpose of promoting harmonious relations between the Employer, its bargaining unit employees, and the Union, establishing an equitable and peaceful procedure for the resolution of differences between the parties, and establishing wages, hours, and other terms and conditions of employment. The Employer recognizes the Union to be the sole and exclusive bargaining representative for the bargaining unit designated and certified by the Public Employment Relations Board in Case No. 1324 as ordered by that Board under date of December 15, 1978.

### **ARTICLE 1 - DEFINITIONS**

The following definitions of terms shall apply throughout this Agreement unless specifically provided otherwise:

**ACT** - The Iowa Public Employment Relations Act

**BARGAINING UNIT** - Any one or all of the employees covered within the unit description as set forth in PERB Case No. 1324 and any amendments thereto.

**BOARD** - The members of the Scott County Board of Supervisors

**COMPENSATORY TIME** - Time off from regularly scheduled work time in lieu of overtime pay.

**COUNTY** - Scott County, Iowa

**EMPLOYEE** - Individuals employed by the County in the Bargaining Unit identified in PERB Case No. 1324 and any amendments thereto.

**EMPLOYER** - Scott County, Iowa, acting through its Board of Supervisors, or such elected officials, department heads or other persons designated by the Board of Supervisors to act on its behalf.

**JOB DESCRIPTION** - A written summary of those major duties and responsibilities included in a job classification, prepared in sufficient detail to serve as the basic document in the job evaluation process.

**PAID LEAVES OF ABSENCE** - Absence by reason of injury compensable under Iowa's Worker's Compensation Law, paid sick leave, paid vacation leave, paid bereavement leave, paid jury leave, paid military leave, and paid holidays.

**PERB** - The Iowa Public Employment Relations Board.

**PROMOTION** - The act of an employee moving to a position having increased duties and/or responsibilities, and a higher Hay point value.

**UNION** - Local No. 606 of the American Federation of State, County and Municipal Employees, AFL-CIO.

**VACANCY** - A vacancy exists when a new job has been created, or when a prior incumbent has permanently vacated that position.

## **ARTICLE 2 - DUES CHECKOFF**

Section 1. The Employer will deduct current Union Membership dues from the pay of each employee in the bargaining unit who individually makes written request for such deduction. The Union Treasurer shall notify the Employer in writing of the exact amount of the monthly dues to be deducted at least two (2) weeks prior to the date upon which the affected payroll is to be issued. This two (2) week notification period shall apply to the initial deduction as well as any subsequent changes in the amount to be deducted.

Section 2. To the extent there are earnings, the dues for each month shall be deducted by the 10th of the month next following a single payroll deduction, and promptly remitted to the Union Treasurer at such address as may be designated by the Union, together with a list of the employees against whom the deductions were made.

Section 3. Previously signed and unrevoked authorizations shall continue to be effective as to employees reinstated following layoff or leave of absence.

Section 4. Such order shall be terminable, with written notice to the Employer and the Union during a two (2) week period following the anniversary date of the Employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate due deduction.

Section 5. The Union agrees to hold the Employer harmless from any and all claims, demands, suits and other forms of liability by reason of actions taken by the Employer for the purpose of complying with this Article.

### Section 6. Fair Share

If during the course of this agreement, the collection of fair share or other similar non-member expense sharing fees become authorized by state law the County agrees to deduct from each employee covered by the collective bargaining agreement via payroll deductions the amount certified by the Union within thirty (30) days of the effective date of the applicable legislation.

## **ARTICLE 3 - NO STRIKE, NO LOCKOUT**

Section 1. The parties hereby affirm their good faith, one to the other, and agree that the Employer will not engage in a lockout as prohibited by Section 10 of the Act, and the Union, its officers, agents, or employees will not instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the County, regardless of the reason for doing so.

Section 2. At no time shall employees be required to act as strikebreakers, nor shall an employee be required to go through picket lines where his/her personal safety is endangered.

#### **ARTICLE 4 - JOB CLASSIFICATION AND WAGES**

Section 1. By this reference, the job classifications, wage rates and progressions set forth in Appendix "A" are incorporated herein and made a part of this Agreement.

Section 2. These job classifications, as well as the related wage schedules, shall remain in effect during the term of this Agreement. New classifications may be added as the needs of the Employer may dictate. The re-evaluation of a job classification, including a change in Hay point value, without a change in major duties or responsibilities, shall not be considered to be a new classification, or result in its removal from the bargaining unit.

Section 3. In the interest of effective communication, the Employer agrees to confer with the Union prior to the establishment of new classifications in the bargaining unit. The Employer also agrees to notify the Union of any changes in Hay Point values of any job classifications included in Appendix A.

Section 4. Employees will be furnished with a copy of the job description covering the job classification to which he/she is assigned.

#### **Section 5. (Request for Job Classification)**

A. An employee who feels that his/her current job description does not adequately cover assigned major duties and responsibilities may complete a form prescribed by the Employer for this purpose, and submit it to the Human Resources Department. A copy of such form shall be provided to the appropriate elected official or department head by the Human Resources Department.

B. Within twenty (20) working days, the Human Resources department will review the position description and assigned duties. If it is determined by the Human Resources Department that there is no significant change in the evaluation, the Employee will be promptly notified. If a change in the evaluation indicates a position upgrade, such action will be submitted to the Board of Supervisors for final approval at their next regularly scheduled meeting.

C. If the Employee is dissatisfied with the results, he/she may request a detailed explanation of the evaluation process. If required, monthly meetings will be scheduled by the Human Resources department for this purpose. The Human Resources Director or his/her representative, the Elected Official or his/her representative, the Employee and a representative of the Union, if requested by the Employee, will be in attendance. It is understood that the decision of the Board of Supervisors based on the Human Resources Director's recommendation is final.

Section 6. In the event of a downgrade to an existing job classification (i.e., decrease in Hay Point value), the incumbent's pay rate will not change. Provided, however, that if the incumbent's pay rate is beyond the maximum pay rate in the new (lower) pay range, the incumbent's pay rate shall be frozen and the employee shall not be eligible for any further increases in pay until such time as the new pay range catches up to the Employee's actual rate of pay.

Section 7. Employees shall have the option of deferring a portion of their compensation for the purpose of building retirement security in a tax-sheltered investment plan in accordance with state and federal law. Payroll deductions can only be made for Deferred Compensation Plan Providers who have completed Deferred Compensation Plan Administrator Agreement and have a minimum of 10 employees requesting enrollment in the plan. All Deferred Compensation Plan Providers must satisfy the requirements of Section 457 of the Internal Revenue Code and the Administrator Agreement to maintain eligibility as a provider.

For those employees with four or more years of continuous county service, the County will match their contribution at \$.50 for each dollar the employee contributes during that calendar year, up to a maximum of \$500.00. The matching contribution will be paid in the second paycheck in January of the following calendar year or upon termination of employment, whichever occurs first. The employee is responsible for monitoring and not exceeding the maximum allowable annual contribution in accordance with Section 457 of the Internal Revenue Code.

Information regarding payroll deduction for deferred compensation and selection of Providers, distribution, change or designation of beneficiaries is available through the Human Resources Department. The County does not solicit, nor endorse any Deferred Compensation Plan Provider.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as an employee or employees' claim(s) against the Employer arising out of the interpretation and application of specific provisions of the Agreement.

Section 2. The steps toward settlement of a grievance shall be as follows:

**Step 1.** An employee, with the assistance of the Union, shall discuss any alleged violation with the employee's supervisor within five (5) working days following its occurrence (or the date when he/she should have had knowledge of its occurrence) in an effort to resolve the problem. The supervisor shall respond orally no later than five (5) working days after the initial discussion. The only exception to the use of Step 1 shall be in a situation where the immediate supervisor is the elected official or department head. In such cases, the grievance shall skip Step 1 and begin at Step 2.

**Step 2.** If the Step 1 response fails to resolve the matter, the aggrieved employee, with the assistance of the Union, shall present the grievance in writing, citing specific provisions of the Agreement allegedly violated, to the elected official or department head five (5) working days following receipt of the Step 1 response. On or before the fifth working day following receipt of the written grievance, the appropriate official will answer the grievance in writing.

**Step 3.** If the official's answer in Step 2 fails to resolve the grievance, upon recommendation of the aggrieved employee, the Union shall refer the grievance to the Employer's Human Resources Director within five (5) working days following the receipt of the Step 2 answer. Within fifteen (15) working days following the HR Director's receipt of the written grievance, both a meeting shall have been held between the HR Director and a representative of the Union (and if desired, the grievant), and the CAO shall have answered the grievance in writing. A copy of such response shall be mailed to the AFSCME Iowa Council 61 representative. The HR Director and the Union shall cooperate in the scheduling of their meeting so that the same may precede the deadline for the HR Director to issue a final answer by a minimum of seven (7) full working days. The Union's International Representative and/or Council Representative may attend and participate in all matters pertaining to the grievance at Step 3 and beyond.

At any step of the grievance procedure the parties may mutually agree to request the services of a grievance mediator to assist in the resolution of the grievance.

Section 3. If a grievance is not presented within any of the time limits specified in this Article, it shall be waived and the Employer's last answer shall be final and binding.

Section 4. Any grievance not settled to the satisfaction of the Union in Step 3 of the grievance procedure may be appealed to arbitration, providing the appeal to arbitration is in writing to the other party. An employee may not appeal to arbitration without the approval of the Union. This appeal must be made within ten (10) working days after the date upon which the HR Director issued a final answer in the third step of the grievance procedure.

Section 5. After either party has notified the other of its referral of a grievance to arbitration, the parties shall meet/have a phone discussion no later than 25 working days after notification to select an arbitrator or to request a list of five (5) arbitrators from either the Iowa Public Employment Relations Board or the Federal Mediation and Conciliation Service. The Employer and the Union shall meet/have a phone discussion no later than 20 working days after receipt of said list and strike four (4) names from the

submitted list with the person whose name remains to become the arbitrator. Provided, however, the Union and the Employer may mutually agree that the list of proposed arbitrators is unacceptable and jointly petition for a new list of five (5) arbitrators. The party making the first strike shall be determined by a flip of a coin.

Section 6. The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes. However, he shall have no power to change or amend the terms, conditions or applications of this Agreement or any other agreement made supplementary hereto. The decision reached by the arbitrator shall be final and binding upon the parties. Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) calendar days from the date the hearing terminates.

Section 7. The fees and expenses of the arbitrator will be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same. Such cost shall include a copy of the transcript for the arbitrator and the non-requesting party should either or both of them desire the same.

## **ARTICLE 6 - LAYOFF AND RECALL**

Section 1. The Employer has the discretion to determine the necessity for and implementation of a layoff in the work force. If such is deemed necessary, it will be administered according to seniority within the job classification affected. All temporary, part-time and probationary employees working in the affected classification will be laid off prior to the termination of permanent, non-probationary employees. Except in cases of emergency, written notice of layoff will be given at least fourteen (14) calendar days in advance of the layoff.

Section 2. If an employee is designated for layoff, he/she may be eligible to exercise "bumping" rights. "Bumping" rights may be exercised to another position, provided all of the following conditions are met:

A. Position is in the same occupational category. For purposes of this Section, occupational categories have been established as follows: Professional; Administrative, Clerical, Technical and Security; Custodial and Maintenance. (See Appendix "B")

B. Position has an equal or lower point evaluation than held by the laid off employee.

C. Laid off employee is fully qualified to perform the duties of such position.

D. Position is encumbered by a less senior employee. If more than one position meets the above conditions, the laid off employee has "bumping" rights only to the

position which will offer the most favorable pay situation. If more than one position is determined to offer a "most favorable" pay situation, the laid off employee will be entitled to the position held by the least senior employee.

Section 3. An employee to be recalled from a layoff shall be so notified as far in advance as possible by certified mail, return receipt requested, mailed to his last address as shown on the Employer's record. Any employee so recalled must return within seven (7) consecutive calendar days after receiving such notice, or at a time and date indicated in the notice, whichever is later. Any employee failing to do so shall automatically lose his/her seniority rights and shall be terminated. An employee shall be considered as having received notice of the recall as of the date such notice is delivered to his last known address. It is the employee's responsibility to keep the Employer informed of his current address and phone number. Employees on layoff shall be recalled in order of their seniority, prior to hiring of new employees in their affected classification. Employees will not be eligible for recall after they have been in a layoff status for more than twenty-four (24) months from the date of layoff. Probationary and seasonal employees have no recall rights.

## **ARTICLE 7 - SENIORITY AND PROBATION**

Section 1. Seniority is defined as a regular employee's length of continuous employment with the County from that employee's last date of hire or rehire, but the same shall not be recognized during an employee's service in a probationary status. Regular part-time employee's seniority will be pro-rated on the basis of average hours worked per week.

Section 2. New employees shall serve a probationary period during the first six (6) months of their employment. A performance appraisal will be administered approximately midway through this period. Upon completion of the probationary period, they shall be put on the seniority list and seniority shall be determined from their first day of hire or rehire. Employees may be terminated during the probationary period without recourse to the grievance procedure.

Section 3. An employee shall lose seniority and the employment relationship shall be terminated in the following cases: a) employee quits; b) employee is discharged for cause; c) employee engages in other work while on leave of absence without permission of the Employer, or gives false reason for obtaining leave of absence; d) employee fails to report to work at the end of leave of absence; e) employee retires; f) employee is not recalled to work within twenty-four (24) months from the date of layoff.

Section 4. Employees shall not continue to accrue seniority during an unpaid leave of absence or layoff exceeding thirty (30) days, except as may be required by law.

Section 5. The Employer will provide the Union with a seniority list showing seniority of all employees in the bargaining unit. A similar list will be posted on all bulletin boards where bargaining unit personnel are employed. Such list shall be reviewed and updated

at least semi-annually. Objections to the list may be filed as a grievance, and corrections will be made as appropriate.

## **ARTICLE 8 - LABOR-MANAGEMENT COMMITTEE AND STEWARDS**

Section 1. Employees selected by the Union to act as Union representatives shall be known as "Stewards". One Steward shall be designated by the Union as the Chief Steward. The names of the employees so selected (including the alternates designated to act in their absence) and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the local Union. The local Union will also certify, in writing, the names of the members, not to exceed four (4) in number, who will constitute the Union Committee for the purposes of Labor-Management meetings. This certification shall be updated at least semi-annually.

Section 2. Regular meetings of the Labor Management Committee shall be held at least once each three (3) months at a mutually convenient time. Requests by either party to hold emergency meetings shall not be unreasonably denied. If held during working hours, employees will be paid for time falling within their normal work time. Each party shall submit a written agenda to the other not less than two (2) work days prior to each meeting, setting forth the items it wishes to discuss at the meeting. All Labor-Management Committee meetings will be for the purpose of discussing and resolving matters pertaining to the administration of this Agreement, including safety and recommendations relating to job classifications, and the improvement of the relationship between the Employer, the Union, and the employees of the bargaining unit.

Section 3. The Union shall attempt to locate Stewards within each department so as to insure the most efficient performance of their responsibilities and the minimum interference with their regular job duties.

Section 4. Conversations regarding the union or other issues shall be allowed, as operations allow, to the extent other conversations regarding non-work related issues are allowed. Bargaining unit employees, officers and representatives shall not conduct any other Union activity or business on County time, nor shall they be paid for the time spent in the conduct of any other Union activity or business, except as specifically authorized by this Agreement.

Section 5. Grievance discussions or investigations may be held during working hours when they will not interfere with the effective conduct of the public business. Employees shall be released from duty without loss of pay for such purposes, only when notifying and receiving permission from the department head, which permission shall not unreasonably be withheld. Notification to the department head shall be in sufficient time to permit adjustment of work schedules.

Section 6. The Union shall advise the Employer in writing as to its International Union Representative and/or Council Representative assigned to represent the bargaining unit. Such Union Representative or other authorized by the Union may visit bargaining

unit job sites for the purpose of verifying Employer compliance with this Agreement, provided that permission is obtained in advance from the department head, which permission shall not unreasonably be withheld. Representatives shall conduct their activities in such a manner as to not unreasonably interfere with the Employer's operations.

#### Section 7 New Employee Notification

The Employer will notify the AFSCME Local 606 Union President quarterly of any new bargaining unit employees hired.

### **ARTICLE 9 - EMPLOYER RIGHTS**

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, resolution of the Board, charter, or special act, the exclusive power, duty and right, including, but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employee in positions within the County; discipline, suspend, or discharge employees with just cause; develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; schedule working hours, including overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work, or for other legitimate reasons; determine that work or services shall be purchased or performed by unit's employees; change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Employer; prepare, certify and administer its budget; exercise all other powers and duties the Employer had prior to the signing of this Agreement.

### **ARTICLE 10 - DISCIPLINARY ACTION**

Section 1. Disciplinary action shall be taken against an employee only for just cause, and shall be subject to the grievance procedure. Although a system of progressive corrective action will be followed when appropriate (i.e. oral warning or counseling, written reprimand, suspension without pay, and discharge), the Employer is not precluded from initiating any of the above disciplinary measures on the more serious first offenses.

Section 2. Disciplinary action against an employee will be issued by his/her immediate supervisor, or by a higher level supervisor in the department to which the employee is assigned. Disciplinary action shall be effected in a manner which will minimize embarrassment to the employee.

Section 3. The employee's Steward will be promptly furnished with a copy of the notice to any bargaining unit employee which relates to a written reprimand, suspension, or discharge.

Section 4. After documents pertaining to a reprimand have been on file for a period of one (1) year without an intervening disciplinary action, such documents shall not be used in any future disciplinary proceeding against the employee. It is understood that documents relating to suspension may not be used in any future disciplinary proceedings against the employee after two years. In exception of the above, any reprimand or suspension relating to discrimination, harassment, or workplace violence may be used in future disciplinary proceedings against the employee if a pattern of similar behavior is established.

Section 5. Suspension and discharge grievances shall commence at Step 3 of the grievance procedure, and must be filed in writing no later than five (5) working days following receipt of written notice of such disciplinary action.

## **ARTICLE 11 - NON-DISCRIMINATION**

Section 1. The Employer and the Union will not discriminate against any employee in the bargaining unit with respect to wages, hours, or any terms or conditions of employment by reason of that employee's participation in or refusal to participate in the Union.

Section 2. This Agreement and the rates of pay, hours, and terms and conditions of employment hereunder shall be applied in a manner which is not arbitrary, capricious or unjustly discriminatory. Specifically, application shall be made without regard to age, sex, marital status, race, religion, disability, national origin or political affiliation, except in such conditions as may constitute bona fide occupational or assignment qualifications.

Section 3. If an employee chooses to pursue a claim of an alleged violation of this clause through the grievance procedure, in the courts, or with any governmental agency such as the Equal Employment Opportunity Commission, the Public Employment Relations Board, the Davenport Civil Rights Commission, or any similar agency, he/she will utilize only one procedure at a time.

## **ARTICLE 12 - UNPAID LEAVES OF ABSENCE**

Section 1. Application for Unpaid Leave. Employees desiring an unpaid leave of absence shall make a written request to their department head, setting forth the reasons for the request and the duration of the leave. Requests for thirty (30) days or less will be approved or disapproved promptly by the department head. Requests for unpaid leaves of more than thirty (30) days will be forwarded by the department head to the Scott County Human Resources Department, with recommendation attached. The Board of

Supervisors shall make the final decision as part of its next regular proceedings in those cases where the requested leave is for a period of more than thirty (30) days up to one (1) year. Leaves of absence in excess of one (1) year will not be granted.

Section 2. Failure to Return. If the employee does not return to work upon expiration of an authorized unpaid leave of absence, that employee shall be terminated.

Section 3. Return from Unpaid Leave. Upon return from an unpaid leave of absence of thirty (30) days or less, the employee shall return to the same job from which the leave was originally taken, provided the employee is physically qualified to perform the same. Upon return from an unpaid leave of absence of more than thirty (30) days, the same shall apply if the job is then vacant. In the event the former job is not vacant, the employee shall remain entitled to another job at the same rate of pay. In the event the employee is not physically qualified to perform his/her former job, the employee shall be entitled to another job with maximum pay consistent with qualifications, ability, and the manpower requirements of the County.

Section 4. Benefit Status During Unpaid Leave.

A. An employee granted an unpaid leave of absence in excess of thirty (30) days shall not be eligible for fringe benefits, including holiday pay, sick leave credits, vacation leave credits, or the recognition of seniority during the period of such leave.

B. Premiums for insurance normally paid by the Employer shall be paid by the employee if the unpaid leave of absence exceeds thirty (30) days, unless the employee request such coverage be discontinued.

Section 5. Union Leave. Any employee chosen by the Union as a delegate to a labor convention or to participate in a Union seminar shall be allowed time off without pay to participate in such, provided that the Employer is given at least five (5) working days notice. No more than two (2) employees shall be allowed time off pursuant to this Section at any one time, nor shall any one employee be allowed more than five (5) days off in any one calendar year pursuant to this Section.

Section 6. Public Service Leave. An employee who is elected to a municipal, county, state or federal office shall be entitled to an unpaid leave of absence pursuant to Chapter 55 of the Code of Iowa.

## **ARTICLE 13 - PAID LEAVES OF ABSENCE**

Section 1. Jury Duty. Employees shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Such employees shall be paid their straight time hourly rate for all lost time up to forty (40) hours per work week. An employee shall submit certification of jury service to the Employer, and shall assign to the Employer that part of all remuneration received for jury service which can reasonably be described as duplicate compensation. When released from jury duty

during working hours, the employee shall report to work within one (1) hour, unless less than an hour remains in the working day. Employees scheduled to work outside of normal court hours shall not be required to report to work if they are scheduled to report to jury duty the following day, allowing for an 8 hour rest period. In order for an employee to receive payment for work time lost as the result of being subpoenaed to testify in a state or federal court proceeding, she/he must provide evidence of the subpoena. The employee shall receive the difference between any compensation received for testifying and her/his straight time hourly rate of pay for all work hours lost as a result of the subpoena requirement. This provision shall not apply to court matters in which the employee is personally involved (e.g., as plaintiff, defendant, expert witness, etc.). In situations in which the employee is testifying in her/his capacity as a County employee, the employee shall be paid for all travel and time spent related to the court proceedings.

Section 2. Military Leave. Employees shall be granted military leave in accordance with Section 29A.28 of the Code of Iowa.

Section 3. Sick Leave. (Reference side letter of understanding and Scott County Policy O. Sick Leave)

(1) Upon retirement in accordance with the provisions of the Iowa Public Employees Retirement System, or upon the death of an employee, the employee or his/her next of kin, respectively, shall receive payment as follows:

For those employees hired **prior to July 1, 2001** the employee may choose between option A or B below:

Option A - fifty (50%) of the employee's accumulated sick leave hours in excess of seven hundred and twenty (720) hours and up to a maximum of one thousand six hundred and eighty (1,680) hours. In no event shall payment exceed 480 (1,680 - 720 = 960; 50% of 960=480)

Option B - twenty five percent (25%) of the employee's accumulated sick leave hours up to a maximum of one thousand six hundred and eighty (1,680) hours. In no event shall payment exceed 420 hours. (25% of 1,680=420)

For those employees hired **after July 1, 2001**:

Twenty five percent (25%) of the employee's accumulated sick leave hours up to a maximum of one thousand six hundred and eighty (1,680) hours. In no event shall payment exceed 420 hours. (25% of 1,680=420)

In the event an employee, during their County employment, had ever worked less than a full-time schedule, the 720 and 1,680 figures addressed above shall be pro-rated to reflect the total numbers of hours scheduled versus a full-time employee's scheduled hours during the same period of time.

Examples:

<u>Full-Time</u>	<u>Part-Time 50%</u>	<u>Combination of Service</u>
1680 - 720 = 960 50% of 960 = <b>480 hrs</b>	840 - 360 = 480 50% of 480 = <b>240 hrs</b>	See formula below

Formula for Combination:

$$\frac{[(\text{Yrs F.T.} \times 1,680) + (\text{Yrs P.T.} \times \frac{\text{Hours worked per Yr}}{2080} \times 1,680)]}{\text{Years of Service}} -$$

$$\frac{[(\text{Yrs F.T.} \times 720) + (\text{Yrs P.T.} \times \frac{\text{Hours worked per Yr}}{2080} \times 720)]}{\text{Years of Service}}$$

= # x 50%

(2) No sick leave benefits will be paid to or charged against an employee during period in which the employee is on holiday time, paid vacation, or leave of absence. If an employee on vacation is hospitalized or receives a disabling injury, he/she may cancel his/her vacation and apply for accumulated sick leave benefits.

(3) Sick leave shall be paid at the employee's straight time rate or rates of pay in effect during the sick leave period.

(4) Employees carried on the records as "sick with pay" are normally expected to be found at their respective homes, physician's office, hospital, or in route to one or the other of these locations. The parties, however, acknowledge that employees carried on the records as "sick with pay" may have medical limitations which prevent the performance of normal duties but which do not necessarily restrict them to their homes. In such cases, the appropriate supervisor shall be notified in advance. Failure to follow the conditions of this section may be grounds for the denial of sick leave.

Section 4. Bereavement Leave. Each regular employee shall be eligible for a paid leave of absence of up to three (3) days for a death in the immediate family for purposes of attending the funeral or attending to matters associated with the death in the same week. Immediate family shall be defined as including spouse, child, step-child, legal ward, parent, step-parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandchild, step grandchild, grandparent, spouse's grandparent, or other resident family member of the employee's immediate household.

Upon request of the employee, a department head may grant an extension of the above three (3) day period in the event long distance travel is required or due to the close nature of the family relationship. Any such extension shall be charged against an employee's unused paid leave accruals, and in no event shall a paid bereavement leave exceed five (5) working days. Employees may utilize any paid leave accruals (including sick leave) for an extension granted due to the death of a spouse, parent or child. In all other extensions granted pursuant to this paragraph an employee must utilize a paid leave accrual other than sick leave. These extensions shall not count as an occurrence under the following policies; Attendance - DD, Performance Appraisal and Development - F and Short term Disability (Sick Leave) - O.

Only days absent which would have been compensable work days are eligible for payment under this section. No payment shall be made during an unpaid leave of absence. Payment shall be made on the basis of the employee's straight time rate or rates of pay in effect during the period of bereavement.

Section 5. Maternity Leave. Bargaining unit employees are eligible for a leave of absence for the condition of pregnancy, delivery and recovery there from, upon request of the employee and verification by the employee's doctor that such leave is medically necessary.

During the period of disability, an employee on approved maternity leave shall have access to unused sick leave accruals. In the event sick leave accruals are exhausted, the employee may use other available leave accruals prior to being placed on leave without pay.

Request for maternity leave must be accompanied by a statement from the employee's doctor indicating the projected date of delivery and the period of expected disability. Such request should be submitted to the appropriate department head at least six (6) weeks prior to the start of the expected disability period, unless the doctor certifies the existence of extenuating circumstances. In this event, the notice given should be the maximum possible under the circumstances. The employee may remain on the job as long as health permits.

Maternity leave will terminate on the date the doctor certifies the employee can return to work unless the employee is approved for an extended leave of absence. Failure to return to work upon termination of maternity or extended leave shall be regarded as a resignation.

An employee may request an extended leave without pay beyond the period of disability to allow for post-natal child care, etc. Approval of such requests shall be subject to the operational needs of the department and shall conform to the provisions of Article 12 (Unpaid Leaves of Absence).

Section 6. Injury On-The-Job. An employee who is injured while performing his/her assigned duties for the County shall immediately report the injury to his/her immediate

supervisor. In the case of an incapacitating injury, the report shall be submitted as soon as the employee is able to supply the necessary information.

An employee who is injured while performing his/her assigned duties and is determined to be eligible for benefits under the Iowa Worker's Compensation Act, will receive his/her normal pay for the first three (3) work days of authorized absence following the injury. Thereafter, an employee may elect to use accrued sick leave in an amount necessary to offset the difference in pay between worker's compensation benefits and the employee's normal pay. Provided, in no event will an employee receive a combination of worker's compensation benefits and sick leave pay in excess of his/her normal pay.

The County will continue its contribution for health and life insurance benefits during any period in which an employee is receiving worker's compensation benefits due to a County work-related injury.

Section 7. Contract Bargaining Sessions. When contract bargaining sessions between the Union and the Employer are scheduled to take place during normal working hours, three (3) employees who are members of the Union's bargaining team shall be given such time off without loss of pay to attend these sessions. No employee, however, shall receive more than forty (40) hours of pay at his/her straight time rate pursuant to this Section. The time off granted for bargaining purposes shall not be considered as hours worked for overtime eligibility.

Section 8. QCALM Meetings. The County agrees to allow the President of Local 606, or his/her designee, time off with pay to attend monthly meetings of the Quad-City Area Labor-Management Council (QCALM), provided that he/she gives the departmental supervisor advance notice of at least three (3) working days. All QCALM meeting expenses will be the responsibility of the Union.

## **ARTICLE 14 - FAMILY AND MEDICAL LEAVE**

An employee who has at least one (1) year of service, and has worked at least 1,250 hours in the last twelve (12) months, may request and be granted twelve (12) weeks of Family & Medical Leave per twelve (12) month period because of:

1. Birth of child
2. Placement for adoption or foster child
3. Care of child, spouse, or parent with a serious health condition.
4. Employee's own serious health condition.

An employee who requests and is granted a leave of absence pursuant to the 1993 Family and Medical Leave Act (FMLA) may use accrued leave (i.e. sick leave, vacation, compensatory time) that the employee accumulated either prior to the start of leave of absence or during. Alternately, the employee may elect to retain paid leave and be in an unpaid status. The employee shall designate the type and amount of leave to be

used. The Employer may designate leave as Family and Medical Leave within two (2) calendar days of becoming aware of the reason for leave. Said designation by the Employer shall reduce remaining amount of Family & Medical Leave available to employee.

An employee who is on an FMLA leave of absence shall continue to accrue seniority under the bargaining unit contract and continue group health care package as if the employee was actively at work. An employee who is on an unpaid FMLA leave of absence shall be treated for seniority purposes as if the employee was on an Unpaid Leave of Absence under the bargaining unit contract. In addition to the twelve (12) weeks of FMLA leave, employee shall be eligible to receive a leave of absence pursuant to Article 12, Section 1 of the Agreement.

## **ARTICLE 15 - PAY PERIODS AND COMPLAINTS**

Section 1. Employees will be paid bi-weekly on Friday through the last Saturday in the preceding pay period. In the event the pay day is on a holiday, the preceding day shall be the pay day.

Section 2. Should employees have a complaint with regard to the correctness of their pay check, they will first take the matter up with their immediate supervisor. If not satisfied with the action taken or response given by the supervisor, the employee may provide the Union Steward with written authorization to investigate the appropriate records to resolve the matter.

## **ARTICLE 16 - REST PERIODS**

Section 1. Employees' work schedules shall provide for one (1) fifteen (15) minute rest period during each half shift of the work day. Such rest period shall be scheduled at approximately the middle of each half shift, whenever feasible.

Section 2. Employees who are scheduled to work less than four (4) hours overtime shall receive a ten (10) minute rest period before they commence work beyond their regular shift. If an employee is scheduled for overtime work which will extend four (4) hours or more beyond his/her regularly scheduled shift, a thirty (30) minute paid meal period will be provided prior to beginning such overtime work.

## **ARTICLE 17 - HOURS OF WORK**

Section 1. This Article is intended to define the normal hours of work per day or per week and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

Fluctuating or flexible work schedules may be allowed where they address specific operating needs of the Employer or there is mutual agreement between the employee and his/her department head.

Section 2. The regular work week shall consist of forty (40) hours per week and such additional time as may from time to time be required in the judgment of the Employer to serve the citizens of the County. The normal hours of work each day shall be consecutive, except that they may be interrupted by a lunch period as prescribed by Section 7.

Section 3. Eight (8) consecutive hours of work shall constitute a normal work shift except where different hours have been established pursuant to Section 1 of this Article. All employees shall be scheduled to work on a normal or regular work shift, and each shall have a starting and quitting time. With mutual written agreement of the Employer and Union a schedule consisting of four (4) ten (10) hour days shall be available to employees. The parties acknowledge that during weeks containing a holiday the employees working a 10 hour schedule will return to an 8 hour schedule for that week.

Section 4. Work schedules showing the employees' assigned shifts, work days and hours shall be posted on appropriate bulletin boards at all times.

Section 5. Except in emergency situations, five (5) working days notice shall be given to affected employees of a change in the schedule of hours to be worked, with neither the day of the notice nor the day of the change to be counted as a working day.

Section 6. The Employer shall have the right in times of emergency to adjust the daily starting and quitting times, with notice given before the beginning of the shift affected. Avoiding the payment of overtime is not considered an emergency situation.

Section 7. The meal period as established and posted by the Employer shall approximate the middle of the shift, shall be unpaid, and at least thirty (30) minutes in duration. When, by the nature of the work assigned, an employee would be expected to have meals frequently interrupted for duty purposes, the meal periods shall be considered a part of the paid regular shift of the employee. As noted in Section 1 of this article, fluctuating or flexible work schedules (including a modified meal period) may be allowed where they address specific operating needs of the Employer or there is mutual agreement between the employee and their department head. Said mutual agreement shall not be unreasonably withheld.

Section 8. An employee shall not be paid more than once for the same hours under any provision of this Agreement.

## **ARTICLE 18 - VACATIONS**

Section 1. Regular full-time employees in active employment shall accrue annual vacation leave credit, prorated on a pay period basis. Annual vacation shall be accrued as follows:

A. Vacation will be accrued at the rate of forty-eight (48) hours per year during the first year of employment, subject to the provisions of Section 9 of this Article.

B. After the first year, regular full time employees in active employment shall accrue vacation leave credit at the following annual rates:

Less than five (5) years of continuous employment - eighty (80) hours

Five (5) years, but less than twelve (12) years - one hundred twenty (120) hours

Twelve (12) years, but less than twenty (20) years - one hundred sixty (160) hours

After twenty (20) years - two hundred (200) hours.

Section 2. Regular part-time employees shall receive vacation credits on the same basis, but prorated according to the actual time scheduled to work in relation to a full-time employee, and upon the condition that such part-time employee is scheduled to work more than one thousand forty (1,040) hours annually. Temporary and seasonal employees shall not be granted vacation.

Section 3. That part of the prorated vacation leave credit to which an employee is entitled under (A) and (B) above, shall be accumulated into the account of the employee at monthly, or at the option of the Employer, more frequent intervals. Thereupon, it is available for use by the employee at any time after completion of the probationary period, subject to the provisions on scheduling of same. Upon attaining each anniversary date of employment, the accumulated vacation leave credit of an employee shall be reduced to twice the employee's new annual rate of accrual, assuming there is an excess accumulation in that account.

Section 4. Absence on account of illness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee, be charged against vacation leave allowance.

Section 5. The department head shall schedule vacation leaves with particular regard to the seniority of employees, providing operating efficiency is maintained, and insofar as possible, in accordance with the written request of the employee submitted during the period beginning January 1st and ending the last day of February of each year. Requests will be approved or disapproved no later than ten (10) working days prior to April 1st. The vacation requests submitted shall cover vacation(s) during the period April 1 of the current year through March 31 of the following year. Requests for full work weeks shall have priority over any lesser request, irrespective of seniority.

Employees who do not specify a vacation preference during the period specified above may, with the concurrence of the department head, take their vacation at any time that does not conflict with the previously approved schedule. These later requests shall be approved or disapproved by the department head by May 1st, or within five (5) working days after their receipt, whichever is later. The department head reserves the right to limit the duration of any one vacation period to three (3) weeks.

Section 6. In the event of the death, retirement, voluntary resignation or discharge not excluded in Section 7 below, the amount of wages due shall include all unused, accrued vacation credit. The County requests a minimum of two week notice on voluntary resignations.

Section 7. In the event of discharge for criminal activity or dishonesty related to his/her work for Scott County, and said discharge is not reversed, an employee shall forfeit all rights to vacation pay. A discharge for any other reason shall entitle the discharged employee to receive as wages due all unused, accrued vacation credits.

Section 8. Vacation leave shall be paid at the employee's straight time rate or rates of pay in effect during the vacation period.

Section 9. Regular full-time employees who are in a non-pay status for more than one-half the scheduled hours in an accrual period will not accrue vacation leave credits for that period.

Section 10. Regular full-time employees who are in an active pay status for thirteen (13) consecutive pay periods, and who use no more than six (6) hours of sick leave during this period, will be entitled to one (1) "wellness" day after thirteen (13) consecutive pay periods. In addition, if sick leave usage is no more than six (6) hours during a second thirteen (13) additional consecutive pay periods (for a total of twenty-six (26) consecutive pay periods) an employee will be entitled to two (2) additional "wellness" days. In no event would an employee receive more than three (3) "wellness" days during twenty-six consecutive pay periods. The "wellness" day shall be credited to the eligible employee's vacation leave account during the first period pay period following the end of either thirteen (13) or twenty-six (26) consecutive pay periods.

## **ARTICLE 19 - INSURANCE**

Section 1. The Employer agrees to provide the following coverage on behalf of a) regular full-time employees; b) regular part-time employees both scheduled to work more than 1,040 hours or more annually and who were receiving benefits as of 1-1-11; and c) effective 7-1-11 regular part-time employees scheduled to work 1,300 hours or more annually:

### **A. Medical Plan**

B. Dental Plan

C. Vision Plan

Terms and conditions of the medical, dental and vision insurance plans in effect on 7/01/05 (including the elimination of the Heritage Choice plan effective 1/1/10) shall remain in effect.

The Employer will pay the monthly single premium for the above benefits. For those employees electing to avail themselves of dependent coverage for any of the above, the Employee agrees to contribute the following amounts toward the monthly dependent premiums:

Health: \$151.19

Dental: \$13.13

Vision: \$1.34

If the Federal government or State government mandates changes in the insurance plans contained within this article which result in health care savings for the County, these savings will be proportionately distributed in relation to the number of employees in this bargaining unit contributing compared to the total number of County employees contributing. Such savings will be distributed to offset any future increases in dependent premiums.

Enrollment in both plan type and/or single/family coverage shall be allowed if one of the following events happens: hire/re-hire, marriage, divorce, adoption, birth, change in legal guardianship, loss or change in spouse/ex-spouse's insurance coverage, change in dependent status, death of spouse or a non-grievable special exception upon review of the Health, Safety & Benefit Committee. Enrollment outside of these events will occur each year thereafter, approximately a month prior to the effective date of each new plan year, lasting no less than one (1) month. At least one regular member of the AFSCME union shall be a member of the Health, Safety & Benefits Committee.

Section 2. During the term of this Agreement the Employer shall provide each employee coverage under a group life and AD&D insurance policy with a maximum benefit of twenty thousand (\$20,000) dollars. The Employer shall pay the dollar cost of the single employee premiums in effect during the term of this Agreement.

Section 3. The Employer retains the right to select or change the insurance carrier, or to self-insure all or any portion of the benefits as long as the level of benefits remains the same.

Section 4. The Employer agrees to provide Long Term Disability coverage on behalf of a) regular full-time employees b) regular part-time employees both scheduled to work more than 1,040 hours or more annually and who were receiving benefits as of 1-1-11; and c) effective 7-1-11 regular part-time employees scheduled to work 1300 hours or more annually.

Terms and conditions of the Long Term Disability plan in effect on 7/01/05 shall remain in effect

## **ARTICLE 20 - HOLIDAYS**

Section 1. Employees are granted, except as provided for in Section (2) below, the following holidays off from employment with pay at their straight time hourly rate; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; New Year's Day; Martin Luther King Day; Memorial Day; and Two (2) Floating Holidays. At the beginning of each year the County shall specify the day on which each of the foregoing holidays shall be observed. If a holiday occurs on a Saturday, it shall be observed on Friday. If a holiday occurs on a Sunday, it shall be observed on Monday. When two holidays fall on a Friday/Saturday they shall be observed on Thursday/Friday or when the two holidays fall on Sunday/Monday they shall be observed on Monday/Tuesday. The amount of holiday pay an employee is eligible for will be in a ratio to the employee's full time equivalent (FTE) level.

Floating holidays will be scheduled by mutual agreement between the employee and the employee's immediate supervisor. Requests for scheduling of a "floating" holiday on a day designated for religious observances (Good Friday, Yom Kippur, etc.) shall not be unreasonably denied. These holidays shall not be carried from contract year to contract year, nor shall they be granted if unused, to any employee upon retirement, termination, or discharge. An employee will not be granted a "floating" holiday during his/her probationary period. No employee will be permitted to work on his/her "floating" holidays.

Section 2. If a holiday enumerated in Section (1) above falls on Saturday, the preceding Friday shall be granted, and if a holiday enumerated in section (1) falls on Sunday, the following Monday shall be granted. In those cases whereby the nature of the employment an employee must be required to work on a holiday, the days designated above shall not be changed; however, that employee shall be compensated for all time worked on a holiday in the same manner as though the employee were then working overtime, and this shall be in addition to any holiday pay the employee would otherwise receive.

Section 3. If a holiday occurs during a paid leave of absence, the employee will receive holiday pay for that day and no charge will be made against the leave account.

Section 4. Regular part-time employees will earn floating holiday(s) based upon a pro-rata basis according to their assigned salary percentage. For example, if the part-time employee is currently rated at 50%, he/she would receive eight (8) hours.

Section 5. To be eligible for holiday pay, employees shall work their last scheduled work day immediately before, and their first scheduled work day immediately after each

holiday. Any day for which an employee has an authorized paid leave of absence shall not be considered a scheduled work day.

## **ARTICLE 21 - OVERTIME COMPENSATION, CALL-IN PAY AND REPORTING PAY**

Section 1. Overtime is premium pay for time worked by an employee in excess of eight (8) hours in any work day, or forty (40) hours in any work week.

Section 2. Employees covered by this Agreement shall be compensated for authorized overtime work at one and one-half (1 1/2) times the employee's straight time hourly rate for all approved hours worked in excess of eight (8) hours in any workday or shift, and in excess of forty (40) hours in any one work week. Vacation, holidays and paid leaves of absence shall not count as time worked. Overtime shall not be paid more than once for the same hours worked. If an employee is required to work on a Saturday or a Sunday of a week containing a holiday provided for in Article 20, Section 1, the holiday will count as time worked toward the computation of overtime.

Employees working fluctuating or flexible work schedules under Article 17, Section 1, shall be paid overtime at 1-1/2 times for all approved hours in excess of those regularly scheduled for his/her work shift and/or in excess of forty (40) hours in any one work week. This section shall not apply to employees who are regularly scheduled for less than forty (40) hours per work week.

Section 3. Compensatory time shall be granted by mutual agreement, not unreasonably denied, in lieu of a wage payment for overtime. If compensatory time is granted, an employee shall receive a period of time off at the rate of one and one-half (1 1/2) hours for every overtime hour worked.

Section 4. Any work performed outside the designated eight (8) hour work day or shift must have prior approval of the immediate supervisor. Each employee performing work at time other than during the regular work day or shift must notify the immediate supervisor at the time that employee completes the work.

Section 5. Overtime opportunities will be distributed on an equal basis among those employees who normally perform the work involved. Overtime will first be offered to employees with the least number of overtime hours to their credit. Overtime offered but not worked shall be credited to the employee's overtime record for purposes of distributing overtime. It is understood that differentials in overtime credit may develop with the application of this provision. However, the Employer will take whatever steps necessary to diminish such differentials. In the event that no employees desire the overtime, the Employer may assign the overtime to the employee with the least number of overtime hours to his/her credit who normally performs the work involved.

Section 6. Nothing herein shall be construed as a limitation on the Employer's right to require overtime work.

Section 7. An employee called back to work outside the normal work day shall be paid a minimum of three (3) hours at the straight time hourly rate of pay, or at time and one-half for all time actually worked, whichever is greater.

Section 8. Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned at least four (4) hours of work, unless notified by radio at least one (1) hour prior to the starting time. If work is not available, the employee shall be excused from duty and paid at his/her appropriate rate for four (4) hours work. These provisions do not apply to employees sent home for reasons of misconduct or illness.

## **ARTICLE 22 - PROMOTIONS AND TRANSFERS**

Section 1. When new jobs are created, or when management desires to fill vacancies, a notice of such vacancies shall be posted on all bulletin boards for five (5) working days, excluding day of posting. However, Clerk II and Custodial Worker vacancies shall be posted on all bulletin boards for three (3) working days, excluding day of posting. Notices shall include a brief description of the duties of the position, qualifications, requirements, pay range, and duty location and regularly scheduled post assignments (for example, window or desk assignment). Employees interested in transferring to an existing vacancy shall submit an application to Human Resources via the internet. It will be the discretion of the Employer as to whether to fill a vacancy.

Vacancies will first be filled by lateral transfer from within the bargaining unit when employees in the same classification apply. In such situations, transfers will be awarded to the most senior employee who meets the position qualifications.

If no bargaining unit employees apply for lateral transfer, the Employer will attempt to fill vacancies by promotion from within the bargaining unit. The Employer will fill all vacancies with individuals possessing the best qualifications and the greatest potential. If more than one employee applies for a promotion, and it is determined by the Employer that the qualifications and abilities of those applicants are substantially equal, the Employer shall appoint the most senior based on total County seniority.

Section 2. The rate of pay for an employee selected to fill a vacancy shall be determined as follows:

A. If promoted to a position having a higher point total, the employee's rate of pay, if possible, will be set at the step in the new pay range which affords an increase equivalent to a full step in that range. If this is not possible, the pay will be set at the top of the new pay range.

B. The effective date of the promotion will become the anniversary date for determining future step increases.

C. If transferred to a position with the same number of points, the employee's rate of pay will not change.

D. If the change is to a position with a lower point total, the employee will start at the step in the new pay range nearest to, but not above, his/her current pay rate.

Section 3. The Employer shall have the right to temporarily transfer employees from one job to another when deemed necessary, however, such temporary transfers shall not exceed thirty (30) calendar days. This thirty (30) day limitation does not apply when such transfer is made to replace an employee on an extended leave of absence. If the temporarily transferred employee is fully performing the duties of a position with a higher point evaluation than his/her permanent position for more than five (5) working days during a contract year, the employee will be paid at the same rate of pay, starting with the sixth day, that he/she would have been paid if promoted to that position. The employee shall only receive the higher pay when they are assigned to the higher position for 75% or more of a working day. The employee shall be notified in writing as to a transfer effected in conformance with the provisions of this Section. Notification shall include the title and point value of the job to which temporarily transferred, and the effective date of such transfer.

Section 4. Employees transferred to new positions will be considered to be in a trial status for a period of sixty (60) days. During this trial period the Employer will provide periodic feedback to the employee and at least one written memorandum on the employee's performance at the midway point. . During this period the Employer shall have the right to return the employee to the position from which transfer was made if the employee fails to perform satisfactorily. Whenever an employee is removed from a job under this Section, the Employer shall furnish a written statement to the employee listing the reasons therefore. Alternately, an employee shall be given the right to return to their former job within the sixty (60) day time period. In the event an employee returns to a former position, all employee movement which resulted will also be reversed.

Employees successfully bidding on two (2) occasions during a contract year shall be ineligible to bid on another job during that contract year, unless permitted by the Employer to do so. Employees returned to their former job as a result of unsatisfactory performance (or employees bumped due to an employee returning to a job) shall not have the action involved considered as a successful bid.

Section 5. An employee in the classification of Maintenance I will be promoted to the classification of Maintenance II upon completion of twelve (12) months of service at a satisfactory performance level.

## **ARTICLE 23 - WORK RULES**

Existing departmental work rules will be posted on the appropriate bulletin board. Work rules shall be reasonable and uniformly applied. Changes in these work rules, or new work rules, will be provided in writing to all employees in the department and the

appropriate Union Steward at least ten (10) days in advance of the effective date. This ten (10) day notice requirement may be waived in emergency situations.

#### **ARTICLE 24 - BULLETIN BOARDS**

The Employer will furnish bulletin boards in each major County department and agrees to make space available on these bulletin boards for the Union's use in posting notices and materials pertaining to its members, including but not limited to, the announcement of meetings and the election of officers. The privilege granted in this Article shall not apply to notices and materials which are partisan, political, or defamatory in nature.

#### **ARTICLE 25 - PERSONNEL RECORDS**

Employees or their designees shall be permitted to review their official personnel folder. Copies of pertinent portions of the employee's personnel file shall be provided to the employee upon request. The Employer's cost in preparing the copies shall be borne by the employee. All personnel files shall remain in the custody of the Human Resources Department. Material which reflects unfavorably on the employee will not be included in the official folder without the employee's knowledge. The employee shall have the right to respond in writing to any item in his/her personnel file, with said response becoming a part of the file.

#### **ARTICLE 26 - MISCELLANEOUS**

Section 1. Temporary Employees. The Employer may hire temporary employees on a full-time or part-time basis for a particular purpose for a period not to exceed seventy-five (75) working days. Temporary employees are additional employees who will not replace bargaining unit employees. Except as specifically provided otherwise in this Agreement, temporary employees shall not be entitled to benefits.

Section 2. Rest Area. The Employer will continue to provide an area for use by employees during their rest breaks.

Section 3. Employee Assistance Program. The Employee Assistance Program is designed to provide employees with confidential professional assistance with personal and family problems that may adversely affect job performance.

When an employee's job performance has deteriorated due to personal problems, he/she may access the EAP for assessment and referral to a treatment resource. It is understood that participation in the EAP is strictly voluntary and that it is the responsibility of the employee to follow through with that treatment plan outlined in order to return his/her job performance to an acceptable level.

If an employee enters an accredited hospital for the purpose of treatment of alcoholism or drug addiction, the employee shall be allowed to use accumulated sick leave for the days actually hospitalized for treatment, provided the Employer is furnished with a statement from the physician or coordinator of the treatment program affirming such hospitalization.

Section 4. Clothing Allowances. Maintenance and custodial workers will be furnished with four uniform shirts annually. Uniforms containing a County logo remain the property of the County and shall be returned at separation of employment. A uniform allowance of \$100.00 per year shall be provided to Maintenance workers to purchase additional clothing and shall be paid as wages. The uniform allowance shall be paid on the first pay period after November 1.

The Employer will provide protective clothing (e.g., plastic aprons) for use by clerical workers to preclude undue wear or damage to clothing while operating office equipment.

For Maintenance Division employees, the County will pay up to \$75.00 every twelve months or \$125.00 every two years, towards the purchase of approved safety shoes, if safety shoes are required to be worn on the job.

Section 5. Training and Education. As an incentive for employees to acquire job-related training, the Employer will reimburse the first \$500 of tuition, laboratory fees and/or books at 100% upon satisfactory completion of a course. The Employer will reimburse 50% of the next \$500 of tuition, laboratory fees and/or books upon satisfactory completion of a course. To be eligible for this benefit, advance approval shall have been granted by the Chief Administrative Officer, the course shall have been taken on the employee's own time, and a passing grade of "C" or better must be documented, or in the case of a pass/fail course, a "pass" must be documented. No employee shall receive more than \$750 tuition reimbursement per contract year.

## **ARTICLE 27 - EVALUATION PROCEDURES**

Section 1. Employees will be evaluated by the Employer at such frequency as the Employer may determine, but not less than annually. Evaluation reports shall not cover more than twelve (12) months prior to the date of evaluation.

Section 2. All evaluation reports will be placed in the employee's official personnel file, and the employee will be furnished with a copy of all reports. The employee has a right to respond in writing to his performance evaluation, and such response shall become part of the evaluation report. Employee evaluations shall be complete and fair.

## **ARTICLE 28 - HEALTH AND SAFETY**

Section 1. The Employer and the employees will comply with all applicable federal, state and local health and safety laws and any regulations issued there under.

Section 2. The matter of safety is a common concern, and to this end, the parties agree to use reasonable means to protect the health and welfare of all employees. Employees shall not be required to search for an explosive device.

Section 3. Employees are encouraged to report all working conditions they consider to be unsafe to their immediate supervisor. Safety concerns may also be addressed within the context of Labor-Management Committee meetings.

## **ARTICLE 29 - SEPARABILITY AND SAVINGS**

Should any Article or Section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and Sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending Article or Section.

## **ARTICLE 30 - ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 31 - TERM OF AGREEMENT**

This Agreement shall be effective as of the first day of July, 2011, and shall remain in full force and effect until the 30th day of June, 2012. It shall automatically be renewed from year to year thereafter, unless terminated or modified as hereinafter provided. If either party desires to modify this Agreement, said party shall notify the other party in writing no later than September 15, 2011. If either party desires to begin negotiations to modify this Agreement, such negotiations shall begin within fifteen (15) calendar days after September 15, 2011, unless otherwise mutually agreed.

THIS AGREEMENT IS EXECUTED AS OF the \_\_\_\_ day of \_\_\_\_, 2011 to become effective as of the day and year first above written, by the duly authorized representatives of the parties.

AMERICAN FEDERATION  
OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES AFL-CIO;  
LOCAL NO. 606,

By:  
Tyrone Cutkomp  
Business Representative

By:  
Sally Marten  
Negotiating Committee

By:  
Juanita Bea  
Negotiating Committee

By:  
Rita Peterson  
Negotiating Committee

SCOTT COUNTY IOWA  
BOARD OF SUPERVISORS

By:  
Tom Sunderbruch  
Chairman, Board of Supervisors

By:  
Dee F. Bruemmer  
County Administrator

By:  
Mary J. Thee  
Asst. County Administrator/HR Director

By:  
Jill Niebuhr  
Human Resources Generalist

By:  
Sarah Kautz  
Budget Manager

By:  
Jeff Ranes  
Custodial & Security Coordinator

By:  
Pam Bennett  
Office Administrator - Sheriff's Office

## APPENDIX A

### Wage Schedule (Effective July 1, 2011) (2.3% GWI)

<u>Position Title</u>	<u>Hay Points</u>	<u>Step 1 Entry</u>	<u>Step 2 6 mos.</u>	<u>Step 3 12 mos.</u>	<u>Step 4 18 mos.</u>	<u>Step 5 24 mos.</u>	<u>Step 6 7 yrs.</u>	<u>Step 7 10 yrs.</u>	<u>Step 8 15 yrs.</u>	<u>Step 9 20 yrs.</u>
Building Inspector	314	18.98	19.81	20.60	21.40	22.06	22.95	23.64	24.35	25.07
Maintenance Electronic Systems Tech	268	17.44	18.22	18.84	19.66	20.26	21.06	21.71	22.35	23.03
Maintenance Specialist	268	17.44	18.22	18.84	19.66	20.26	21.06	21.71	22.35	23.03
Acct. Pay / Rec. Spec. Case Aide	252	16.92	17.64	18.38	19.07	19.66	20.48	21.08	21.72	22.36
Fine Collection Coordinator Victim/Witness Coordinator	223	15.82	16.35	17.23	17.93	18.50	19.28	19.87	20.47	21.06
Admin Assistant - Juv Court Intake Coordinator	214	15.53	16.19	16.91	17.58	18.16	18.88	19.43	19.99	20.64
Legal Secretary - Civil	194	15.05	15.66	16.25	16.88	17.38	18.13	18.67	19.23	19.82
Cashier Real Estate Specialist Senior Acct. Clerk Senior Clerk Vital Records Specialist	191	14.77	15.40	16.08	16.73	17.28	17.97	18.52	19.07	19.63
Maintenance Worker	182	14.74	15.24	15.73	16.42	16.92	17.62	18.15	18.69	19.25
Accounting Clerk Legal Secretary Senior Clerk Platroom Specialist	177	14.49	15.06	15.66	16.21	16.75	17.40	17.93	18.48	19.02
Clerk III Lead Custodial Worker	162	13.99	14.55	15.09	15.68	16.16	16.80	17.31	17.84	18.38
Data Entry Clerk/ Receptionist - County Atty	151	13.65	14.21	14.73	15.28	15.73	16.38	16.86	17.36	17.87
Mutli-Service Clerk (Treasurer)	151		14.21	14.73	15.28	15.73	16.38	16.86	17.36	17.87

Clerk II	141	13.27	13.85	14.35	14.91	15.30	15.94	16.42	16.90	17.40
Custodial Worker	130	12.96	13.41	13.90	14.42	14.87	15.71	16.16	16.65	17.16

## APPENDIX "B" - JOB CLASSIFICATIONS

### Job Classifications by Occupational Category

#### PROFESSIONAL:

None

#### ADMINISTRATIVE, CLERICAL, TECHNICAL AND SECURITY:

Building Inspector

Fine Collection Coordinator

Accounts Payable/Receivable Spec.

Administrative Assistant - Juvenile Court

Case Aide

All Bargaining Unit Positions Having Titles Which Include the Word: "Clerk",  
"Receptionist", or "Secretary".

Platroom Specialist

Victim/Witness Coordinator

Cashier

Intake Coordinator

Real Estate Specialist

Vital Records Specialist

#### MAINTENANCE AND CUSTODIAL:

Lead Custodial Worker

Custodial Worker

Maintenance Electronic Systems Technician

Maintenance Specialist

Maintenance Worker

Appendix C:  
Side letter of Understanding  
For Period 07/01/2011 - 06/30/2012

For dependent health, dental and vision insurance during the period 01/01/2012 - 06/30/2012, employees shall pay 20% of the quantity of the employer's family premium rate less the single premium rate. The following caps shall apply during the period 01/01/2012 - 06/30/2012: \$170.00 health, \$15.00 dental, and \$10.00 vision. All health, dental and vision insurance premium rates shall be established by an independent 3<sup>rd</sup> party actuary. If health, dental, and vision insurance premiums decrease during the period 01/01/2012 - 06/30/2012, employees will receive 100% of their bargaining unit's portion of the decrease, reflected in a decrease in premium. This formula to split insurance premium cost is non-precedent setting for purposes of future negotiations.

## Appendix D

### Side letter of Understanding For Period 07/01/2011 - 06/30/2012

This side letter outlines an agreement that AFSCME employees will adhere to Scott County Attendance Policy DD, Performance Appraisal and Development System Policy F and Sick Leave Policy O. (AFSCME employees are eligible for 3 wellness days). Scott County agrees that if the policies are amended in writing and approved by the Scott County Board of Supervisors, AFSCME may require this package be re-voted by AFSCME employees. If voted down, the contract language previously in place as of 07/01/2002 - 06/30/2006 will immediately return and employees will immediately not be subject to the above noted policies.

The following examples are intended to provide clarification on Attendance Policy DD.

- If an employee calls in sick on Monday, returns to work on Tuesday, but leaves early on Tuesday due to the same illness, this will be treated as one occurrence.
- Department Heads and Elected Officials have the authority to approve vacation requests immediately. It is not a requirement that employees give 24 hour notice.