



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SCOTT COUNTY, IOWA

AND

DEPUTY SHERIFF'S ASSOCIATION

Effective July 1, 2011 - June 30, 2013

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THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into to become effective July 1, 2011, by and between the Scott County Board of Supervisors, hereinafter called the "Employer", and the Scott County Deputy Sheriff's Association, hereinafter called the "Employee Organization". The Employer recognizes the Employee Organization to be the exclusive bargaining representative for, and this Agreement has limited application to, the bargaining unit designated and certified by the Iowa Public Employment Relations Board in Case No. 1442 as ordered by that Board under date of March 30, 1979. From and after the date first above written, and for the duration hereof, it is agreed by and between the parties as follows:

**ARTICLE I - WAGES**

**Section 1.1.** Wages shall be paid in accordance with the following schedule during the term of this Agreement.

Effective July 1, 2011: (2.6% GWI)

<u>Position Title</u>	<u>Hay Points</u>	<u>Step 1 Start</u>	<u>Step 2 1 year</u>	<u>Step 3 2 years</u>	<u>Step 4 3 years</u>	<u>Step 5 4 years</u>	<u>Step 6 5 years</u>	<u>Step 7 7 years</u>	<u>Step 8 10 years</u>	<u>Step 9 12 years</u>	<u>Step 10 15 years</u>	<u>Step 11 20 years</u>
Sergeant	451	62,912	64,854		66,135			66,797	67,458			
		30.25	31.18		31.80			32.11	32.43			
Deputy	329	45,371	47,420	49,319	51,751	54,099	55,144	56,255	57,343	57,962	58,537	59,157
		21.81	22.80	23.71	24.88	26.01	26.51	27.05	27.57	27.87	28.14	28.44

Effective July 1, 2012: (2% GWI)

<u>Position Title</u>	<u>Hay Points</u>	<u>Step 1 Start</u>	<u>Step 2 1 year</u>	<u>Step 3 2 years</u>	<u>Step 4 3 years</u>	<u>Step 5 4 years</u>	<u>Step 6 5 years</u>	<u>Step 7 7 years</u>	<u>Step 8 10 years</u>	<u>Step 9 12 years</u>	<u>Step 10 15 years</u>	<u>Step 11 20 years</u>
Sergeant	451	64,170	66,151		67,458			68,133	68,807			
		30.85	31.80		32.43			32.76	33.08			
Deputy	329	46,278	48,368	50,305	52,786	55,181	56,247	57,380	58,490	59,121	59,708	60,340
		22.25	23.25	24.19	25.38	26.53	27.04	27.59	28.12	28.42	28.71	29.01

**Section 1.2.** In the absence of a change in jobs, no employee shall have an existing rate of compensation reduced as a consequence of the implementation of this Article I.

## ARTICLE II - HOURS

Section 2.1. The Employer shall establish and post uniform hours of work for occupational groups and shifts. Except in emergency situations, two (2) working days notice will be given to affected employees of the 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 2.2. Work period shall be defined as a fixed and recurring period of one hundred sixty-eight (168) hours, consisting of seven (7) consecutive twenty-four (24) hour sub-periods. Work periods may vary with regard to unit operations, groups of employees, or individual employees. Thus, the work period may start on any day or at any hour, as long as it conforms to the parameters as set forth herein.

Section 2.3 Except as expressly stated to the contrary "normal work periods" will consist of five (5); eight (8) consecutive hour days or shifts within a one hundred sixty-eight (168) hour period consisting of seven (7) consecutive twenty-four (24) hour sub-periods. With mutual written agreement of the Employer and Union a schedule consisting of four (4) ten (10) hour days shall be available.

Section 2.4. The Employer shall have the right in time of emergency to adjust the daily starting and quitting times, with notice given before the beginning of the shift affected. For the purposes of this Section, an emergency shall be defined as: A sudden unexpected happening; an unforeseen occurrence or condition; a specifically perplexing contingency or complication of circumstances; or a condition of insufficiency of services beyond the control of management.

Section 2.5. 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.

Section 2.6. Nothing herein shall be construed as a guarantee of the number of hours of work per day, or per work period, or of the number of days of work per work period.

Section 2.7. Upon receiving the permission of the Sheriff, or the person acting in the Department on the Sheriff's behalf, any two (2) bargaining unit employees of a Division may exchange tours of duty or days off. Other than in an emergency, any request for such exchange shall be in writing and submitted at least three (3) working days prior to the date of the requested exchange. Permission to exchange tours of duty or days off shall not unreasonably or arbitrarily be withheld, provided the exchange is properly recorded and approved and then the employee accepting the trade shall be responsible. In no event shall "exchange time" be treated as overtime for either employee engaged in the exchange.

## Section 2.8.

A. Twice a year, approximately January 1, and July 1, the Sheriff shall permit bargaining unit employees to make known their preferences for shift and days off. Shift and days off preferences shall begin December 1<sup>st</sup> and June 1<sup>st</sup>, being due by December 15<sup>th</sup> and June 15<sup>th</sup> respectively. A minimum of at least one week notification will be made prior to the commencement of new shifts and days off, which transition would begin for all bargaining unit employees on the first Sunday following January 1<sup>st</sup> and July 1<sup>st</sup>. Seniority shall govern such assignments providing the qualifications, including training, experience and ability of the officers involved, are relatively equal.

B. Any day-off or shift slot, which becomes available more than 30 days before the implementation of the shift and day off changes shall be filled through seniority bid process. Any open day-off or shift slot which occurs within 30 days of the implementation of the shift and day off changes may be bid at the employer's discretion. A day-off or shift slot shall be deemed available whenever the employee who occupies the slot is no longer doing so, except for any paid leave status. Available shift slots may be closed by the employer when necessary to keep manpower at desirable levels on certain shifts.

C. During an emergency as defined in Section 2.4 herein, an employee's shift, hours and days off may be changed without regard to seniority.

D. Disputes arising over assignments pursuant to this section shall be resolved through the grievance procedure.

Section 2.9. Employees in the classification of Sergeant who are assigned to the Patrol Division are eligible to receive at least one (1) weekend day off as one of two regular, consecutive days off from work each week. For the purpose of this section, weekend hours begin at 11:00 p.m. Friday night and end at 10:59 p.m. Sunday night. The department will notify the employee as to which day (Saturday or Sunday) is available as a regular day off.

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

Section 3.1. During the term of this Agreement, neither the Employee Organization, its officers nor agents nor any employee will 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 3.2. The Employer will not lock out any employee during the term of this agreement as a result of a labor dispute with the Employee Organization.

## **ARTICLE IV - MANAGEMENT RIGHTS**

Section 4.1. The Sheriff shall retain the sole right and authority to operate and direct the affairs of the Sheriff's Department in all its various aspects, including but not limited to, all rights enumerated by Section 7 of the Public Employment Relations Act and all rights and authority exercised by the Sheriff prior to the execution of this Agreement. Among the rights retained by the Sheriff are the right to direct the working forces; to plan, direct and control all the operations and services of the Sheriff's Department; to schedule and assign work; to establish normal work hours; to assign overtime; to determine the methods, means, organization and number of personnel by reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement or Code of Iowa.

## **ARTICLE V - VACATIONS**

Section 5.1. 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 5.9 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 thirteen (13) years - one hundred twenty (120) hours;

Thirteen (13) years, but less than twenty-three (23) years - one hundred sixty (160) hours;

After twenty-three (23) years - two hundred (200) hours.

Section 5.2. Permanent part-time employees shall receive vacation on the same basis, but prorated according to actual time worked in relation to a full-time employee and upon the condition that such part-time employee is working more than one thousand forty (1,040) hours annually. Temporary and seasonal employees shall not be granted vacation.

Section 5.3. That part of the prorated annual vacation leave credit to which an employee is entitled under Section One above shall be accumulated into the account of the employee on a per pay period basis. Thereupon, it is available for use by the employee at any time, subject to the provisions on scheduling the same. Upon attaining

each anniversary date of employment, the accumulated vacation leave credit of an employee shall be reduced to the amount of twice the employee's new annual rate of accrual, assuming there is an excess accumulation in that account. If an employee's vacation leave credit has been reduced pursuant to the preceding sentence, that employee shall have access to the grievance procedure for the reinstatement of that part of the reduction which is attributable to the acts and omissions of the Employer in failing to schedule sufficient vacation and for which the employee was not responsible.

Section 5.4. Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purposes, may, at the request of the employee and within the discretion of the Sheriff, be charged against vacation leave allowances.

Section 5.5. The Sheriff shall endeavor to schedule vacation leaves with particular regard to the seniority of employees, provided operating efficiency is maintained; and, insofar as possible, in accordance with the written or Novatime request of the employee received by December 31<sup>st</sup> of each year. The vacation request(s) will be for the time period beginning March 1<sup>st</sup> through the end of February of the following year. No vacation shall be taken unless it is in accordance with a schedule approved in advance, whether as originally adopted or thereafter amended, except as provided in Section 5.4 above.

Section 5.6. In the event of the death or retirement of an employee, the amount of wages due shall include all unused, accrued vacation credit. In the event of voluntary resignation, a notice which includes in duration two full regularly scheduled work periods for that employee shall be given the Sheriff in writing before unused vacation allowance can be included in the amount of wages due, and such person shall remain in active employment during those regularly scheduled work periods immediately prior to the actual termination of employment.

Section 5.7. In the event an employee is dismissed on the basis of statutory criminal charges, he/she shall not receive payment for unused vacation accruals unless the dismissal is overturned on appeal to the Scott County Civil Service Commission and/or Civil Court.

Section 5.8. Vacation pay shall be paid at the employee's straight time hourly rate, commensurate with the employee's last pay period before vacation or termination, as the case may be.

Section 5.9. Employees shall not continue to accrue vacation credits during an unpaid leave of absence or a layoff.

Section 5.10. Employment shall be defined as active and continuous service on the job.

## **ARTICLE VI - INSURANCE**

Section 6.1. The Employer agrees to provide the following coverage, or to re-establish similar benefits on behalf of regular full-time employees, and regular part-time employees scheduled to work 1,560 hours or more annually:

- A. Comprehensive Medical Insurance Benefit Plan.
- B. Dental Plan.
- C. Vision Plan.

During the term of this Agreement, 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 toward the monthly dependent premiums.

The employee shall share in any dependent care premium is as follows:

- A. Medical Plan - Effective January 1, 2012 and every January thereafter - 20% of the Employer's family premium rate less the single premium rate as established by a third party in accordance with industry standards. The Employer may establish a rate lower than recommended by the third party.
- B. Dental Plan - Effective January 1, 2012 and every January thereafter - 20% of the Employer's family premium rate less the single premium rate as established by a third party in accordance with industry standards. The Employer may establish a rate lower than recommended by the third party.
- C. Vision Plan - Effective January 1, 2012 and every January thereafter - 20% of the Employer's family premium rate less the single premium rate as set by the plan.

Section 6.2. During the term of this Agreement, the Employer shall provide each bargaining unit employee coverage under a group life and AD and D insurance policy with a maximum benefit of twenty thousand dollars (\$20,000). The Employer shall pay the dollar cost of the single employee premiums in effect during the term of this Agreement.

Section 6.3. 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 substantially the same.

Section 6.4. The Employer agrees to cooperate with the Employee Organization in the establishment of a group disability insurance program for the benefit of employees in the bargaining unit, but upon the express understanding that all premium cost incidental thereto shall be paid by the employees receiving coverage.



Section 6.5. In the event that an employee dies by reason of an accident, occurrence and/or incident related to his employment, the Employer shall continue to provide dependent coverage for the employee's dependents (widow and children) and to pay the full cost of same for thirty-six (36) months after the employee's death.

## ARTICLE VII - HOLIDAYS

Section 7.1. Employees are granted, except as provided in Section 7.2 and 7.3 below, the following holidays off from employment with pay at their straight time hourly rate for the number of hours, which they would normally work: Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; New Year's Day; Memorial Day; and Two (2) Floating Holidays. For purposes of calculating premium pay the holiday shall be considered to start at 11:00pm on the day preceding the traditional day of observance and ending at 11:00pm on the traditional day of observance.

In addition to the above, employees of this bargaining unit shall receive any additional holidays granted to any other employees of the Employer during the term of this Agreement, including the conversion of floating holidays to designated holidays.

Floating holidays will be scheduled by mutual agreement between the employee and the Sheriff. Employees will not be granted their "floating" holidays during their first five (5) months of service in the bargaining unit. These holidays shall not be contiguous to any of the above holidays. They 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. No employee will be permitted to work on his/her "floating" holidays.

Section 7.2. Those employees who are regularly scheduled to work in a 24 hour a day, 7 day a week schedule will receive holiday compensation in complete accordance with the holiday schedule stated in Section 7.1.

All other employees will follow County observed holidays.

Section 7.3. In those cases where by nature of the employment an employee must be required to work on a designated holiday, 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. Actual overtime shall not result from holiday work and shall not be pyramided. In no event shall holiday pay exceed 8 hours for any holiday.

Section 7.4. If a holiday listed in Section 7.1 or 7.2 falls on a full-time employee's regular day off, the employee shall have the option of receiving either eight (8) hours holiday pay OR eight (8) hours compensatory time off. Provided however, an employee electing compensatory time off shall not exceed the eighty (80) hour maximum accrual specified in Section 10.3(B) of this Agreement.

Section 7.5. Unless otherwise provided by the terms of this agreement, when a holiday occurs during a leave of absence for which an employee received compensation, the holiday will not be counted as part of the leave of absence.

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

Section 8.1. Regular full-time employees shall be eligible for unpaid leaves of absence after completion of their probationary period.

Section 8.2. All requests for leaves of absence, not otherwise covered in this Article VIII or required by law, shall be submitted in writing by the employee to the Sheriff, who shall approve or disapprove the same at that level if the request is for a period of thirty (30) days or less. If for a period of more than thirty (30) days, the written request for leave of absence shall be forwarded for recommendation to the Scott County Human Resources Office. The Board of Supervisors shall make the final decision as part of its regular proceedings in those cases where a requested leave of absence requires forwarding by the Sheriff. All requests shall state the reason the leave of absence is being requested and the length of time the employee requires. Leaves of absence in excess of one (1) year will not be granted.

Section 8.3. If the employee does not return to work upon expiration of the employee's leave of absence, that employee shall be terminated.

Section 8.4. Upon return from an unpaid leave of absence, the employee shall return to the same job which leave was originally taken, provided the employee is physically and mentally able to perform the essential functions of the job and the job is vacant. In the event the former job is not vacant or the employee is not physically and mentally able to perform the essential functions of the job, Scott County will attempt to place the employee in another position consistent with qualifications, ability and staffing requirements. At no time will employees utilizing this article be guaranteed a position upon returning from an unpaid leave of absence.

Section 8.5. An employee granted an unpaid leave of absence under this ARTICLE VIII shall not be eligible for fringe benefits, holiday pay, vacation credits, sick leave credits, or the recognition of seniority during the period of such leave.

Section 8.6. Premiums for insurance normally paid by the Employer shall be paid in full by the employee during the approved unpaid leave of absence, if the employee elects to continue coverage.

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

Section 9.1. 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 period. An employee shall submit certification of jury service to the Employer and shall assign to the Employer the 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.

Section 9.2. Military Leave. Employees shall be granted military leave in accordance with Section 29A.28 of the Code of Iowa.

Section 9.3. Sick Leave. The following provisions shall control the accrual and use of sick leave:

A. A regular full-time employee, incapacitated and unable to work or in need of medical, dental, or optical examination or treatment, shall notify the Sheriff, or the person acting in the Department on the Sheriff's behalf, as far in advance as possible before that employee's scheduled reporting time as designated by the Employer. The employee shall state the nature of the illness and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the Employer. An advance notice of less than one (1) hour is grounds for the denial of sick leave.

B. Sick leave will be granted upon approval of the Sheriff for: Employee's health; quarantine due to exposure to contagious disease; disabling illness or injury to an employee's spouse or child up to a maximum of three (3) days per contract year. Sick leave will not be granted in the event of absence resulting from illness or injury brought about by the performance of duties on behalf an employer other than Scott County except to the extent not paid by an employer other than Scott County.

C. If and whenever sick leave may appear to be abused, or where an employee consistently uses sick leave as it is accrued, the Employer shall have the right in all cases to require the employee to furnish a doctor's certificate verifying the inability of the employee to perform the duties as required. Abuse of sick leave privileges shall constitute grounds for disciplinary action and dismissal.

D. Sick leave will be charged by actual hours used.

E. No employee shall be entitled to paid sick leave in excess of the amount of such leave accumulated to the employee's credit. Sick leave shall not be taken in advance of having been earned, except as may be granted under subsection L of this section.

F. Regular full-time employees in active employment shall earn four (4) hours of sick leave for each bi-weekly pay period they are on active pay status. Permanent part-time employees shall earn sick leave on the same basis, but prorated according to actual time worked in relation to a full-time employee and upon the condition that such

part-time employee is working more than one thousand forty (1,040) hours annually.

G. Employees carried on the records as "sick with pay" are normally expected to be found at their respective homes, physician's office, hospital, or enroute 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.

H. Should an employee be absent, claiming illness or incapacitation, and fail to comply with the rules and regulations covering sick leave as provided herein, such employee shall then be charged with "leave without pay."

I. An employee who retires in accordance with the provisions of the Iowa Public Employee Retirement System, or who is permanently disabled from performing work in the bargaining unit as a result of an injury incurred while working for the County, shall receive payment as follows:

For those employees hired prior to July 1, 2000 the employee may choose the option A or B below.

Option A - fifty percent (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 hours (1680 - 720 = 960; 50% of 960 = 480).

Option B - twenty five (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).

This payout provision shall also be applied upon the death of an active employee. Payment shall be at the employee's straight-time hourly rate.

For those employees hired after July 1, 2000,:

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).

This payout provision shall also be applied upon the death of an active employee. Payment shall be at the employee's straight-time hourly rate.

J. Sick leave shall be paid at the employee's straight time hourly rate commensurate with the employee's last pay period before sick leave or termination, as the case may be.

K. A regular, full-time employee who is in an active pay status for thirteen (13) consecutive pay periods (26 weeks), and who achieves a record of zero sick leave usage during this period, will be entitled to a one (1) day vacation or "Wellness Day". The use of up to six (6) hours of sick leave during such time period will not disqualify an employee from receiving a Wellness Day. The earning of a Wellness day shall result in the adding of eight (8) hours vacation accrual to the employee's vacation leave account during the first pay period after such Wellness Day is earned.

Section 9.4. Job-Related Injury. An employee who is injured while performing his/her assigned duties for the County shall immediately report the injury to his/her immediate supervisor and the Sheriff. 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 9.5. Bereavement Leave. Each regular full-time 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 related matters in the same week. Immediate family shall be defined as including: spouse, child, legal ward, parent, father-in-law, mother-in-law, brother, sister, grandchild, grandparent, step-child, step-parent, daughter-in-law, son-in-law, brother sister, brother-in-law, sister-in-law, step-brother, step-sister, spouse's grandparent, step-grandchild, or other resident in the employee's household. Only days absent which would have been compensable workdays will be paid. No payment will be made during vacation, holidays, or any 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 leave. The Sheriff may, in his discretion, grant two (2) additional day of paid leave in the event of extenuating circumstances. Provided however, said additional day shall be charged against an employee's unused leave accruals (sick, vacation or compensatory time) as selected by the employee. Upon request of the employee, the Sheriff or the individual acting on his behalf, may grant an extended bereavement leave on an unpaid or earned vacation basis. Such requests shall not be unreasonably denied.

## **ARTICLE X - OVERTIME**

Section 10.1. Overtime is premium pay for time worked by an employee which is

continuous previous to or following the employee's regular scheduled work shift.

Section 10.2. 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 or in excess of forty (40) hours in any one work period. Vacation, holidays, and paid leaves of absence shall not count as time worked. Hours worked for travel or transport time shall be calculated pursuant to the Fair Labor Standards Act. Overtime shall not be paid more than once for the same hours worked. Overtime shall be computed on the basis of one-quarter (.25) hour.

Section 10.3. Employees are eligible to accrue compensatory time off from work in accordance with the following:

A. Overtime worked. An employee, at his/her option, is eligible to accrue compensatory time off in lieu of a wage payment for approved overtime hours worked at the rate of one and one-half (1 1/2) hours for every overtime hour worked.

B. Holiday Worked. An employee, at his/her option, is eligible to accrue compensatory time off in lieu of pay for time worked on a designated holiday (Section 7.3) at the rate of one and one-half (1 1/2) hours for every hour worked on such holiday.

Compensatory time accruals earned in accordance with A and B of this Section shall be reported separately through the County's computer payroll system.

Employees who have regular compensatory time accruals shall be eligible to specify that a minimum of 20 hours be paid out quarterly. This request shall be made in writing to their supervisor and shall be paid during the next full pay period which commences after the request is submitted.

Compensatory time and compensatory holiday time banks shall not exceed 80 hours combined. For example, an employee may have 60 of compensatory time banked and 20 hours of compensatory holiday time banked. However, the employee would not be able to accumulate additional hours in either bank unless these hours are paid out or exhausted.

Section 10.4. Any work performed outside the designated eight (8) hour workday or shift, must have prior approval of the immediate supervisor, as designated by the Sheriff. 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. Reasonable effort will be made by the Employer to distribute overtime within classifications and divisions in an equitable manner.

Section 10.5. Nothing herein shall be construed as a limitation on the Employer's right to require overtime work.

Section 10.6. Any grant funded or reimbursed overtime (such as FEMA) shall be paid in cash and not eligible for compensatory time. This does not affect the contracted work with small towns or businesses such as Scott Community College.

## **ARTICLE XI - SUPPLEMENTAL PAY AND ALLOWANCES**

Section 11.1. Call-time. Call-time is intended to compensate an employee for making a special trip to work. To qualify for call-in pay, the employee's call-time worked cannot be continuous either before or after the employee's regular scheduled work shift. A regular full-time employee shall be paid for the actual call-time worked or for two (2) hours, whichever is greater, at one and one-half (1 1/2) times the employee's straight time hourly rate. Call-time cannot be included in the employee's normal work period.

In the event an employee called back to work under this section completes his/her assignment in less than two (2) hours, said employee is not required to remain on duty unless an emergency situation (as defined Section 2.4) exists. For the purposes of this section, telephone hearings will be considered as call-time.

In an effort to limit unnecessary call-time, an employee scheduled for court appearance, deposition or related activity outside of his/her normal work shift is expected to inquire prior to reporting to work as to the status of the case and whether an appearance by the employee remains necessary.

An investigator in the CID unit who is scheduled to limit his/her personal time by being 'on-call' or 'stand-by' is required to be available by cell phone and is required to respond within a reasonable time period when called, shall be compensated at the following rate:

One half hour (.5) of compensatory time for every day (24 hour period) assigned as "on-call" and not receiving "call-in" pay.

This shall not be construed to be pay for overtime, or to allow to be totaled in the weekly hours in excess of forty (40) hours. If the investigator is called in to work, he/she shall be paid a minimum of three (3) hours pay at the appropriate rate of pay, which shall include overtime, if applicable, in accordance with Section 9.1 XI, Section 1.

Call time shall be offered to union employees before members of the Sheriff's Reserve with the understanding that at least one union employee on call time shall be used for every increment of five or less Reserve members. Bargaining unit members from other units shall not be used in place of union employees to perform law enforcement work, such as the following (but not limited to): surveillance, stake-outs, crime scene searches, crime scene security and preservation.

Section 11.2. Shift Differential. The parties agree that bargaining unit employees shall be entitled to shift differential in accordance with this section. For the Operations

Division, the afternoon shift shall normally be from 3 p.m. to 11 p.m., and the evening shift shall normally be from 11 p.m. to 7 a.m. These time frames shall remain subject to change under Article II - Hours.

A. Employees shall be paid a shift differential equal to two (2%) percent of the starting hourly salary of a Deputy per hour for hours worked on the afternoon or evening shift.

B. An employee shall receive shift differential only for actual hours worked and shall not be entitled to shift differential during authorized paid absences.

C. Shift differential shall not be included in the determination of an employee's straight time hourly rate of pay for the purpose of calculating supplemental pay, allowances, or benefit payments. As may be required by the Fair Labor Standards Act, shift differential will be included in the calculation of overtime compensation.

D. An employee who is regularly assigned to a split shift (e.g. 1 p.m. to 9 p.m.) shall receive shift differential for the entire shift.

Section 11.3. Reporting Pay Minimum. If an employee reports for duty on his/her regularly scheduled shift, and is not permitted to work at least four (4) hours for reasons other than the employee's illness or misconduct, such employee will receive four (4) hours pay at his/her straight time hourly rate.

Section 11.4. Uniforms. Uniforms will be furnished in accordance with the applicable provisions of the Code of Iowa. Newly-hired Deputy Sheriffs will receive uniforms and equipment in a timely manner appropriate to the season. A uniform allowance of \$700.00 per year shall be provided to purchase uniforms and equipment and shall be paid as wages. The uniform allowance shall be made in two separate payments of \$350.00. The first installment will be on the first pay period after November 1. The second installment will be on the first pay period after May 1. Winter and summer uniform and equipment inspections shall be conducted at a time just before each dispersement to determine the need for item replacement. Union members can purchase approved clothing and equipment from any vendor.

Section 11.5. Damage to Civilian Clothing. Civilian clothing that may be damaged during the performance of the employee's assigned duties will be repaired or replaced, or he/she will be reimbursed for such damage in an amount equal to fair market value.

Section 11.6. Loss of Eyeglasses or Watch. In the event of the loss or destruction of, or damage to, an employee's eye glasses or watch while performing assigned duties, and such loss is not covered by the County's Worker's Compensation policy, the employee shall be reimbursed for the cost of repair or replacement of the item, up to a maximum of one hundred dollars (\$100.00), upon presentation to the Sheriff of a receipt evidencing such repair or replacement. In order to be eligible for such reimbursement, prompt reporting of the loss or damage to the Sheriff is required.



Section 11.7. Travel Allowance. Travel, which is defined to include prisoner pick-up, shall be governed by the policy and procedure now in effect, or as hereafter amended for County employees generally, and the allowances for travel as are therein contained shall not be denied to any eligible employee as a consequence of this Agreement.

Section 11.8. Acting Supervisor Pay. An employee in the classification of Patrol Officer, who is designated by the Employer to assume command of a patrol shift, shall be entitled to acting supervisor pay of five (5%) percent of the starting hourly salary of a Deputy for each hour he/she is in command of said shift. In general, acting supervisor pay shall be paid for an entire eight (8) hour shift except in those cases where the regularly scheduled shift commander reassumes command.

Acting supervisor pay shall not be included in the determination of an employees straight time hourly rate of pay for the purpose of calculating overtime, other supplemental pay, allowances, or benefit payments.

Section 11.9. Temporary Assignment: Step-up Pay. An employee who is temporarily assigned to perform the primary duties of a position of a higher grade for five (5) consecutive working days shall receive the salary rate paid in such higher grade beginning with the sixth consecutive working day. In the event of a temporary assignment whereby a sergeant is assigned to perform the primary duties of a captain for five (5) consecutive work days, that sergeant shall then be paid at a rate of fifteen (15) percent higher than the sergeant's then current rate of pay, beginning with the sixth consecutive working day.

Section 11.10. Deferred Compensation. Employees shall have the option of deferring a portion of their compensation for the purposes of retirement security in a tax-sheltered investment plan in accordance with Iowa Code Section 509A and Section 457 of the Internal Revenue Code. An employee may select any Deferred Compensation Plan Provider from the County's approved list for payroll deduction.

The County will match their contribution at \$.50 for each dollar the employee contributes during that calendar year, up to a maximum of \$750.00. 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.

Section 11.11. A certified Field Training Officer shall receive a pay differential of five percent (5%) of the starting hourly wage of a Deputy per hour for each hour such duties are actually performed. A certified Evidence Technician, Accident Investigator, or Arson Investigator shall receive a pay differential of fifteen percent (15%) of the starting hourly wage of a Deputy per hour for each hour such duties are actually performed at the original scene or in continuation of the scene at another location.

Section 11.12. The canine Deputy will pick through the seniority process to either work a seven (7) hour shift on second or third shift (between the hours of 3:00p.m. to 7:00a.m.), however the Deputy will be compensated for eight (8) hours in order to account for the daily care of the dog. After a five year obligation period, the canine Deputy may bid for a day shift position if desired, nothing prohibits the Sheriff from reassigning the canine to a second or third shift Deputy. Daily care shall include, but is not limited to, veterinary care and visits, brushing, feeding, and cleaning the vehicle. If the canine unit is called out to respond outside the normal scheduled hours, the Deputy will be eligible for call time pay. Required training that takes place outside the normal scheduled hours will be compensated in accordance with this Agreement, however all attempts to flex the normal work hours so as not to create unnecessary overtime should be made. The canine Deputy will be paid one and point twenty (1.20%) percent of the starting annual salary of a Deputy on the last paycheck in June.

## ARTICLE XII - SENIORITY

Section 12.1. Seniority under this Agreement shall be used only for the purposes of bidding on work shifts, bidding on regular days off, and scheduling of vacations.

Seniority is defined, as a full-time employee's length of continuous service in his/her current job classification (Deputy Sheriff or Sergeant), but the same shall not be recognized during an employee's service in a probationary status.

Section 12.2. New employees shall serve a probationary period as set by the Scott County Civil Service Commission. Upon completion of the probationary period, they shall be put on the seniority list and seniority shall be determined from their first date of hire or rehire. Employees may be terminated for any reason during the probationary period without recourse to the grievance procedure.

Section 12.3. An employee shall lose seniority and the employment relationship shall be broken and terminated in the following cases: a) employee quits; b) employee is discharged; c) employee engages in other work while on leave of absence or gives false reason for obtaining leave of absence; d) two (2) consecutive days of absence without notice to the employer, unless evidence is presented that employee was physically unable to give such notice; e) employee fails to report to work at the end of leave of absence; f) employee retires.

Section 12.4. Employees shall not continue to accrue seniority during an unpaid leave of absence or a layoff, except as may be required by law, unless the leave is of such duration that it may be granted by the Sheriff.

Section 12.5. Beginning July 1, 2011, if more than one employee is hired on the same day into the position of Deputy Sheriff, the more senior employee shall be determined in the following order (all previous seniority remains the same):

1. A current Sheriff's office employee who has the most consecutive seniority

with the Sheriff's office.

2. The person with the most years of certified law enforcement experience.
3. The person whose birthday occurs earlier in the calendar year.

If more than one employee is appointed to the position of Sergeant on the same day, the more senior employee shall be that employee with greater seniority as a Deputy Sheriff.

Section 12.6. The Human Resources department will prepare a seniority list showing the seniority of all employees in the bargaining unit. This list will be updated at least annually.

Section 12.7. In the event an employee is demoted to the bargaining unit position of Sergeant as the result of a staff reduction or department reorganization, he/she shall have access to previously accrued seniority in the classification of Sergeant. This same provision shall apply to an employee who is promoted to a management position, but who is subsequently returned to the bargaining unit position of Sergeant for failure to successfully complete his/her initial probationary period in the management position. A demotion to the bargaining unit position of Sergeant for any other reason shall not entitle the employee to previously accrued seniority in the classification of Sergeant.

In the event an employee is demoted for any reason to the bargaining unit position of Deputy Sheriff (either from the position of Sergeant or from a management position), said employee's seniority shall equal his/her length of continuous service in a Civil Service capacity for the Scott County Sheriff's Department.

## **ARTICLE XIII - JOB CLASSIFICATIONS**

Section 13.1. The description and classification of all jobs within the bargaining unit is a management function of the Employer. The Employer retains the right to redescribe and reclassify jobs as the needs of its government may indicate. Upon request of the Employer, an employee shall cooperate and assist in the redescription of that employee's job to insure that the job's current duties and responsibilities are currently described.

Section 13.2. Current job descriptions are evaluated using the Hay Guide Chart-Profile method of job evaluation to establish consistent point relationships between jobs within the Employer's jurisdictions and between jurisdictions where the Hay Method can be utilized. This method evaluates jobs based on three major common factors, and their sub factors, found in all jobs. They are: a) Know-How; b) Problem Solving; c) Accountability. It is the descriptive similarity of employee jobs and, more important, the equality of Hay Points resulting from the objective evaluation of similar descriptions which shall justify the Employer to group jobs into changing classifications.

Section 13.3. Notwithstanding the descriptive job title or any given classification within the bargaining unit, it shall be the point value attributed to the job itself which shall measure an employee's entitlement to ordinary compensation.

Section 13.4. The management function of describing and classifying jobs shall be performed in a manner consistent with the powers and duties of the Scott County Civil Service Commission.

Section 13.5. Employees will be evaluated annually by their self and the Employer. The supervisor's evaluation report will be placed in the employee's personnel file. Employees may review evaluation reports or any other documents which are part of their personnel file. The employee shall have the right to respond to any item in his/her personnel file, with said response becoming a part of the file.

#### **ARTICLE XIV - HEALTH AND SAFETY MATTERS**

Section 14.1. The Sheriff and the Employee Organization shall each designate two persons to serve upon a safety advisory committee established for the purpose of considering health and safety matters affecting the Department. In addition, the Human Resources Director (or other County department head) shall serve as a fifth member of the committee. Whenever the committee deems it advisable to have a written statement of policy governing a particular matter affecting health and safety, the committee shall formulate a recommendation and submit it to the Sheriff for his consideration. Such recommendations will be reviewed and a response given in a timely manner. This response will summarize in writing the action being taken.

Section 14.2. In making its appointments to the safety advisory committee, the Employee Organization shall select one represented member of the operations division and another who is not assigned to the operations division. Similarly, the Sheriff shall appoint two representatives to the committee having a permanent rank above that of Sergeant, one from each of the two departmental activities identified.

The committee will meet on a regular basis unless an emergency situation would necessitate additional meeting(s). Emergency meetings shall receive prior approval of the Sheriff and will take place when the majority of the committee members are on duty to the extent possible. The committee may consider the following areas:

- Hazardous physical conditions
- Unsafe work methods, practices, and/or procedures
- Changes in or additions to protective equipment
- Improvements in training procedures in safety and health related areas.

Section 14.3. Each patrol vehicle will undergo a safety inspection at least once every six (6) months conducted by qualified mechanic(s). Patrol vehicle maintenance records shall be available to the committee for inspection upon the written request of any committee member.

Section 14.4. The Employer will make every reasonable good faith effort to assure that

there is at least one (1) sworn deputy in each of three (3) active patrol vehicles on duty at all times.

## **ARTICLE XV - IN-SERVICE TRAINING**

Section 15.1. The Sheriff shall provide continuing job-related training to all Deputies to maintain professional certification as a peace officer. In the interest of further developing and sustaining a meaningful in-service training program, employees are encouraged to submit suggestions on relevant in-service topics to the designated Training Officer. All such suggestions will be given serious consideration taking into account overall training objectives, priorities and budgetary constraints.

Section 15.2. As an incentive for employees to acquire job-related calculated training, the Employer will reimburse seventy-five percent (75%) of the cost for tuition, books and/or laboratory fees up to a maximum reimbursement of \$1200 per contract year, subject to the following conditions:

To be eligible for the tuition reimbursement program, an employee must occupy a regular, benefit-eligible position, and must have completed his/her probationary period. Courses must be at the college level and must be offered by an accredited educational institution.

Courses must be related to the employee's present position or a position to which the employee could logically expect to be promoted.

Courses not related to the employee's position, but required as part of a degree program shall be eligible for reimbursement provided, however, that the employee has been officially accepted into a degree program. Such degree shall be reasonably related to the employee's position or a position to which they could logically expect to be promoted.

All courses must be taken on the employee's own time.

To be eligible for reimbursement, the employee must receive a grade of "C" or better. Costs incurred due to the employee not completing the course in a timely manner will be not eligible for reimbursement.

An employee wishing to participate in the program must complete a request form (available in the Human Resources Department) and submit same to the Human Resources Director at least three (3) weeks prior to the course registration date. The request must include a course description and an accurate estimate of all tuition, book and lab fees. The employee will be notified of the Human Resources Director's approval or denial of the request at least one (1) week prior to the course registration date.

Within twenty (20) days of completion of the course, the employee shall complete a

reimbursement request form and forward it to the Human Resources Department along with all receipts for tuition, books and lab fees. (Other expenses such as material fees, activity fees, application fees, etc. are not reimbursable.) The employee also shall provide verification of the final grade received in the course. Upon approval by the Human Resources Director, the employee will be reimbursed by claim check through the County Auditor's Office.

## **ARTICLE XVI - DUES CHECKOFF**

Section 16.1. To the extent that there are earnings at the time of the deduction, members of the bargaining unit who are also members of the Employee Organization may have dues to the organization deducted from their earnings and remitted directly, to the Employee Organization; provided the employer has first been presented with an individual written order therefore signed by the employer, and which shall be terminable at any time by the employee giving at least thirty (30) days written notice of such termination to the Employer. In all cases where deductions are made, the dues for each month shall be deducted by the 10th of the month next following in one payroll deduction of the Employer's choice. The Employee Organization shall notify the Employer in writing of the exact amount of such regular memberships dues to be deducted at least two (2) weeks prior to the date upon which the affected payroll is to be issued.

Section 16.2. The Employee's Organization agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against Scott County as a result of any action taken or not taken by the Employer under the provisions of this Article XVI.

## **ARTICLE XVII - GRIEVANCE PROCEDURE**

Section 17.1. A grievance is defined as an employee claim against the Employer arising out of the interpretation and application of specific provisions of this agreement.

Section 17.2. The steps toward settlement of a grievance shall be as follows:

**Step 1.** An employee shall discuss any alleged violation orally with the employee's immediate supervisor within seven (7) calendar days following its occurrence in an effort to resolve the problem in an informal manner. Any agreement reached at this oral first step shall not be precedent setting.

**Step 2.** If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee, with or without the assistance of the Employee Organization, shall present the grievance in writing, citing specific provisions of the Agreement allegedly violated, to the Sheriff within seven (7) calendar days following the oral discussion. On or before seven (7) calendar days following receipt of the written

grievance, the Sheriff will answer the grievance in writing.

**Step 3.** If the Sheriff's answer in Step 2 fails to resolve the grievance, upon recommendation of the aggrieved employee, the Employee Organization shall refer the grievance to the Employer's Human Resources Director within seven (7) calendar days of the receipt of the Step 2 answer. Within fifteen (15) calendar days following the Human Resources Director's receipt of the written grievance, both a meeting shall have been held between the Human Resources Director, and a representative of the Employee Organization, and the Human Resources Director shall have answered the grievance in writing. The Human Resources Director and the Employee Organization shall cooperate in the scheduling of their meeting so that the same may precede the deadline for the Human Resources Director to issue a final answer by a minimum of ten (10) full calendar days. However the parties may mutually agree to request the services of a grievance mediator to assist in the resolution of the grievance prior to the Employer's answer at Step 3 or the scheduling of an arbitrator following the Step 3 answer. If the grievance mediation is not successful the Employer's answer will be provided within ten (10) days of the mediation.

Section 17.3. If the employee or the Employee Organization fail to appeal a grievance to the next step within the time limits specified above, the grievance shall be considered as settled. If the Employer fails to reply within the time limits specified above, the grievance shall be considered denied and may be appealed to the next step.

## **ARTICLE XVIII - GRIEVANCE ARBITRATION**

Section 18.1. Any grievance not settled to the satisfaction of the Employee Organization in Step 3 of the grievance procedure may be appealed to arbitration, provided the appeal to arbitration is in writing to the other party and is with the approval of the Employee Organization and the employee. This appeal must be made within seven (7) calendar days after the date upon which the Human Resources Director issued a final answer in the third step of the grievance procedure.

Section 18.2. If a grievance is not presented within any of the time limits specified in this Article XVIII, it shall be considered waived and the Employer's Step 3 answer shall be final and binding.

Section 18.3. After either party has so notified the other of its referral of a grievance to arbitration, the parties will attempt to meet within ten (10) calendar days 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. Within four (4) calendar days following the receipt of a list of arbitrators, the Employer and the Employee Organization shall determine by lot which of the parties shall remove the first name from the list submitted and alternately strike names from the list until one (1) remains. The person whose name remains shall become the arbitrator.

Section 18.4. The fee and expenses of the arbitrator will be shared equally by the parties. Each party shall pay its own cost of 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. The arbitrator's decision will be final and binding on the parties.

## **ARTICLE XIX - NON-DISCRIMINATION**

Section 19.1. The Employer and the Employee Organization will not discriminate against any employee in the bargaining unit with respect to hours, wages, or any terms or conditions of employment by reason of that employee's participation in or refusal to participate in the Employee Organization.

Section 19.2. 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 race, creed, color, national origin, age, sex, or marital status, except as such conditions may constitute bona fide occupational or assignment qualifications, and without regard to the exercise of the rights of political expression protected by law, when acting in a private capacity as a citizen.

Section 19.3. Both parties agree to exclude from the grievance procedure or grievance arbitration, any claim of alleged violation of a contractual anti-discrimination clause while the same matter is being pursued in the courts, or with governmental agencies such as the Equal Employment Opportunity Commission (EEOC), Public Employment Relations Board (PERB), or other similar agencies.

## **ARTICLE XX - MISCELLANEOUS**

Section 20.1. Upon approval by the Sheriff, which approval shall not be unreasonably withheld, one (1) individual officer or member of the unit designated by the Employee Organization shall be granted leave from duty without pay to attend conventions or conferences relating to labor relations or law enforcement. Additional delegates or representatives from the Employee Organization may be allowed to attend the above conventions or conferences, provided they receive permission from the Sheriff, and further provided that absence relating to such attendance shall be at no cost to the County. In the event the Sheriff appoints or designates an employee of the unit to attend a convention, conference or seminar as a representative of Scott County; the employee shall be permitted to attend such convention, conference or seminar without loss of pay.

Section 20.2. Except as otherwise provided by law, or whenever on duty or in uniform,



no employee covered by this Agreement shall be prohibited from engaging in, or coerced or required to engage in political activity.

Section 20.3. The Employer shall comply with Iowa Code Section 80F.1 “Police Officer Bill of Rights” when a formal administrative investigation is being conducted by the Employer. A “reasonable period of time” under Iowa Code Section 80F.1(3) shall mean 30 days. An extension of time shall be granted related to the investigation, rather than work load of the Sheriff’s Office. Pursuant to Iowa Code Section 80F.1(5) an officer who is subject of a complaint, shall at a minimum be provided a written summary (such as time, date, location and brief statement of circumstances) of the complaint at least twenty four (24) hours prior to an interview, unless disclosure would plainly and seriously jeopardize an investigation or pose a clear and present danger to the safety of an individual in which case the summary would be provided immediately preceding the interview. Any written summary delivered to a union member shall be delivered by a non-bargaining unit manager.

Section 20.4. The Employer shall provide a new bullet proof vest to all new sworn full time Deputies. The Employer shall replace the bullet proof vests of every sworn full time Deputy every five years. During the initial implementation (FY10 to FY15) one fifth of the oldest vests shall be replaced annually. Old vests purchased by the Sheriff’s office shall be returned to the Sheriff’s office.

Section 20.5. The Employer will provide members of the bargaining unit with an electronic copy of work rules, and except in emergency situations, will provide ten (10) workdays written notice of any change in these work rules.

Section 20.6. The Employer recognizes its responsibility to defend and indemnify its employees in accordance with Chapter 670 of the Code of Iowa.

Section 20.7. It is not the intent of this Agreement to abridge the statutory authority of the Scott County Civil Service Commission as defined by the Code of Iowa. Furthermore, the Commission shall not exceed its statutory authority and involve itself in those matters that are the exclusive domain of the Iowa Public Employment Relations Act, and the specific provisions of this Agreement.

Section 20.8. Employees shall be permitted to review material contained in their official personnel folder. Employees may also file a written statement with regard to any information contained therein, and such statement shall remain a part of the official personnel record as long as the information referred to remains a part of the file. It is emphasized, however, that this Section does not apply to investigatory files. All official personnel files shall remain in the custody of the Human Resources Department.

Section 20.9. The Employer shall comply with the applicable provisions of the worker's compensation laws of the state of Iowa.

## **ARTICLE XXI - EMPLOYEE-MANAGEMENT COMMITTEE**

Section 21.1. The Employee Organization will certify to the Sheriff the names of those members, not to exceed three (3) in number, who will represent the Employee Organization during Employee-Management Committee meetings.

Section 21.2. Regular meetings of the Employee-Management Committee shall be held at least once each three (3) months, at a mutually convenient time. Emergency meetings may be called by mutual agreement. If held during working hours, employees will be paid for the time falling within their regularly scheduled work period. Each party shall submit a written agenda to the other not less than two (2) working days prior to each meeting. All Employee-Management Committee meetings will be held for the purpose of discussing and resolving matters pertaining to the administration of this agreement, related personnel matters, or matters of mutual concern.

## **ARTICLE XXII - INTERPRETATION OF AGREEMENT**

Section 22.1. This Agreement supersedes and cancels all previous agreements and practices between the Employer and members of the Employee Organization, unless expressly stated to the contrary herein, and together with any mutually agreed to amendments, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during its term. The parties each agree during the term hereof that they will not unilaterally enter into any agreement or contract with employees in the bargaining unit, individually or collectively, or initiate practices with those employees, unless the same be permitted by law and are consistent with the terms and provisions of this Agreement.

Section 22.2. 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 this Agreement; each voluntarily and unqualifiedly waives any right to bargain, 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 during its term. This Article XXII shall not preclude the right or obligation of either party to bargain collectively from and after a time permitted by law with respect to the terms and conditions of any collective bargaining agreement intended to become effective during a period following the term of this Agreement.

Section 22.3. This Agreement shall be interpreted according to its terms without reliance upon any collateral representations made during the course of negotiations. Both parties have participated in the drafting of the Agreement and no presumption shall be drawn as a consequence of the fact that the text in any specific instance was supplied by one party or the other.

Section 22.4. To the extent practicable, interpretations of this Agreement shall be made so as to harmonize with the rules and practices of the Scott County Civil Service Commission. In the event of an irreconcilable conflict, the terms of this Agreement shall be subordinate to the lawful requirements and authority of that Commission.

### **ARTICLE XXIII - SAVINGS**

Section 23.1. If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful, or unenforceable, or not in accordance with applicable law, all other provisions of this agreement shall remain in full force and effect for the duration of this Agreement.

### **ARTICLE XXIV - TERM OF AGREEMENT**

Section 24.1. This Agreement shall be effective as of the first day of July, 2011 and shall remain in full force and effect through the 30th day of June, 2013. It shall be automatically 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, 2012. If either party desires to begin negotiations to modify this Agreement, such negotiations shall begin within thirty (30) days after September 15, 2012, unless otherwise mutually agreed. This agreement shall remain in full force and be effective during their period of negotiations and until notice of termination of this Agreement is provided to the other party as hereinafter provided.

THIS AGREEMENT is executed as of \_\_\_\_\_ to become effective July 1, 2011 and to continue in effect two years thereafter or until June 30, 2013.

**SCOTT COUNTY DEPUTY  
SHERIFFS ASSOCIATION**

**SCOTT COUNTY BOARD OF  
SUPERVISORS**

By:  
Mike Erwin  
Negotiating Committee

By:  
Tom Sunderbruch  
Chairman, Scott County  
Board of Supervisors

By:  
Chad Cribb  
Negotiating Committee

By:  
Dee F. Bruemmer  
County Administrator

By:  
Timothy Ells  
Negotiating Committee

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

By:  
Sean Thompson  
Negotiating Committee

By:  
Barb McCollom  
Human Resources Generalist

By:  
G. Wylie Pillers  
Bargaining Representative

By:  
Mike Brown  
Chief Deputy, Sheriff's Office

By:  
Tim Lane  
Lieutenant, Sheriff's Office

## Appendix A

All employees will be provided the opportunity biennially to submit to a blood test beginning November/December 2012 at the Employers cost to determine any risk factors for metabolic syndrome. Employees with 3 or more risk factors will be offered the opportunity to participate in the Healthy Lifestyles Program at no cost to the employee. An employee will be permitted to opt out of the blood test and program, if the employee presents to the Human Resources Director proof from a physician that a blood test has been performed within the preceding 12 months and the physician is consulting with the individual about any risk factors related to metabolic syndrome. Employees will be released with pay to attend any classes that occur during working hours. Employees not scheduled to work during scheduled class time hours may opt to review the class materials as a webinar. Those employees with 2 risk factors may voluntarily participate in the Healthy Lifestyles Program, in which the Employer shall pay 25% of the costs. Other employees may voluntarily participate in the Healthy Lifestyles classes at their own expense.

Employees identified by the consultant with 3 or more risk factors who decline to participate in the Healthy Lifestyles program or employees who decline to submit to a blood test shall effective January 1, 2013 pay a revised co-payment for any physician medical service as follows:

<u>Current co-pay</u>	<u>Revised co-pay</u>
\$0	\$0
\$20	\$25
\$50	\$55
\$75	\$90
\$100	\$115

Additionally employees will pay \$5 per month for single coverage. If an employee has a family dependent plan their premium will increase \$5 per month. Employees who do not complete the Healthy Lifestyles program attendance guidelines shall begin paying the additional co-pays and premiums the month following the class conclusion and reimburse the county the cost of the program (less blood tests). The Employer will make reasonable accommodations for employees so as not to violate an employee's civil rights.

Employees who present the Human Resources Director with evidence of less than 3 risk factors will be entitled to a one (1) day vacation or "Wellness Day". Employees who following the Healthy Lifestyles classes reduce their risk factors by 1 may present the Human Resources evidence of the decrease and will be entitled to a one (1) day vacation or "Wellness Day".