



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SCOTT COUNTY, IOWA

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 204

Effective July 1, 2018 - June 30, 2019

INDEX

	PAGE
ARTICLE 1 - DEFINITIONS	3
ARTICLE 2 - PREAMBLE	5
ARTICLE 3 - RECOGNITION AND REPRESENTATION	5
ARTICLE 4- MANAGEMENT RIGHTS	7
ARTICLE 5 - EMPLOYEE FILES	8
ARTICLE 6 - GRIEVANCE PROCEDURES	8
ARTICLE 7 - MEDIATION AND INTEREST IMPASSE	11
ARTICLE 8 - SENIORITY	11
ARTICLE 9 - HOURS OF WORK AND OVERTIME	12
ARTICLE 10 - LEAVES OF ABSENSES AND SHORT TERM DISABILITY	16
ARTICLE 11 - HOLIDAYS	20
ARTICLE 12 - VACATION	21
ARTICLE 13 - HEALTH AND DENTAL COVERAGE	22
ARTICLE 14 - BREAKS	22
ARTICLE 15 - UNIFORM CLOTHING AND EQUIPMENT	23
ARTICLE 16 - REIMBURSEMENT EDUCATIONAL EXPENSES	23
ARTICLE 17 - HEALTH AND SAFETY MATTERS	24
ARTICLE 18 - OTHER	24

ARTICLE 1 DEFINITIONS

Section 1.1 - BAILIFF JOB DESCRIPTION

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. Employees may access a copy of the job description covering the job classification to which he/she is assigned on the County's web page.

Section 1.2 - PART-TIME EMPLOYEE

A regular part-time employee is an employee who is scheduled to work less than thirty (30) hours a week (1560 hours annually). A part-time employee is eligible to receive sick or vacation accruals on a pro-rated basis as set forth in this contract. A part-time employee is not eligible for insurance benefits. A part-time employee serves the same probationary period as a regular full time employee, unless the part-time employee was previously employed by the Employer as a regular full time employee and successfully completed a probationary status.

Section 1.3 - TEMPORARY EMPLOYEE

The Employer may employ temporary employees, such as Reserves, who from time to time fill in when there are staffing shortages or needs for additional personnel.

Section 1.4 - PROBATIONARY EMPLOYEE

A probationary employee is an employee who has not completed six (6) months of continuous service with the Employer or completed required certification procedures for the position, whichever occurs last.

Upon successful completion of the probationary period, the new employee shall be put on the seniority list and their seniority shall be determined from and relate back to their original date of employment in the bargaining unit. The new employee may be terminated during the probationary period and shall not have recourse through the Grievance Procedure.

Section 1.5 - BENEFITS DURING THE PROBATIONARY PERIOD

A probationary employee is eligible for contractual benefits as follows:

A. At all times they shall be eligible to enjoy the benefits of bereavement leave, jury duty leave, and recognized paid holidays.

B. The start date of any insurance benefits shall be set by County Policy P.

C. Commencing with the first day of service, the probationary employee shall be eligible to use accrued sick leave.

Section 1.6 - REGULAR FULL TIME EMPLOYEE

A regular full-time employee is an employee who is scheduled to work 35 or more hours per week on a regular basis.

Section 1.7 - ACT

The Iowa Public Employment Relations Act, identified as Chapter 20, Code of Iowa, 2015.

Section 1.8 - ANNIVERSARY DATE

The anniversary is the calendar date of the employee's original date of hire with the County. In cases where more than one employee is hired on the same date, seniority will be determined by whose birthday occurs earlier in the calendar year being the most senior.

Section 1.9 - BARGAINING UNIT

The bargaining unit recognized by the Employer is the IBEW Local 204.

Section 1.10 - BOARD

The members of the Board of Supervisors of Scott County, Iowa.

Section 1.11 - COUNTY

Scott County, Iowa

Section 1.12 - EMPLOYER

Scott County, Iowa through its Board, Sheriff or other persons designated by them.

Section 1.13 - GENDER

Employees may occasionally be referred to as "he" or "his" or "she" or "hers" in the Agreement. Such designation is for convenience only as all references to employee are intended and do apply to employees of both gender.

Section 1.14 - IMMEDIATE FAMILY

Includes: spouse, child, step-child, parent, step-parent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, grandparent, spouse's grandparent, grandchild, step-grandchild, legal ward, or other resident in the employee's household.

Section 1.15 - PERB

The Iowa Public Employment Relations Board.

Section 1.16 - UNION

International Brotherhood of Electrical Workers, Local Union 204, acting through its Business Manager, or such elected union officers or other persons designated by the Business Manager to act on his or her behalf.

Section 1.17 - DAYS

Days shall refer to calendar days including weekends and holidays, unless otherwise specified.

ARTICLE 2
PREAMBLE

Section 2.1 - AGREEMENT

This Agreement is entered into by and between Scott County, Iowa, hereinafter referred to as the EMPLOYER and the International Brotherhood of Electrical Workers, Local Union 204, hereinafter referred to as the UNION. This AGREEMENT is made and entered into to become effective January 1, 2015.

It is the purpose of this AGREEMENT to achieve and maintain harmonious relations between the EMPLOYER and the UNION, to provide for equitable adjustment of difference which may arise.

Section 2.2 - INTERPRETATION OF AGREEMENT

This Agreement supersedes and cancels all previous agreements between the Employer and members of the Union, 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, or the rules as proscribed by PERB.

ARTICLE 3
RECOGNITION AND REPRESENTATION

Section 3.1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative of the International Brotherhood of Electrical Workers, Local Union 204 as follows pursuant to PERB case number 100008:

INCLUDED: Full and part-time Bailiffs scheduled to work more than 520 hours annually.

EXCLUDED: Bailiff Sergeant and all others excluded by Iowa Code Section 20.4.

Section 3.2 - NON-DISCRIMINATION IN EMPLOYMENT

Neither Scott County, Iowa, nor the Union, shall discriminate in violation of law against any employee because of the employee's race, color, religion, sex, age, sexual orientation, union activity or lack thereof, national origin or other federal or locally protected classes.

Section 3.3 - NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, sympathy strikes, slow downs, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

Section 3.4 - BULLETIN BOARDS

The Union shall be permitted to post official Union notices on one official bulletin board in the Department Break Room.

Section 3.5 - RELEASED TIME

An employee may consult with a Union steward during working hours regarding a grievance by contacting the employee's supervisor. The employee's supervisor will arrange a meeting to take place during the first or last half hour of the work day. Any time spent by an employee and the steward beyond the normal workday will be without pay. The Union shall be allowed released time for the purpose of official delegates, officers, or other Union representative's attendance at the following official union meetings, such as negotiations, mediations, fact-finding and arbitration hearings, and grievance and prohibited practice complaint proceedings, if meetings are mutually agreed to be scheduled during the regular work day. Request for proposed attendance at such meetings shall be submitted to the Employer's representative for approval at least five (5)

days in advance of the desired absence unless the meeting or hearing prescribes such notice, which shall not be unreasonably denied. Such release time shall be without any loss of pay. When contract bargaining sessions between the Union and the Employer are scheduled to take place during normal working hours, two (2) 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 twenty (24) 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.

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 3.6 - UNION STEWARD

The Employer recognizes the right of the Union to elect stewards from among the Union members in the bargaining unit. A written list of the names of the stewards or designated representatives of the Union, employed by Scott County, Iowa, will be furnished to the Employer by the Union after their designation, and all changes in the representation shall be given to the Employer by the Union. 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 Bailiff Sergeant, which permission shall not unreasonably be withheld.

Section 3.7 LEAVE FOR UNION BUSINESS

Employees of the County who may be called upon to attend training or meetings not of a political nature for the Union which requires their absence from duty with the County shall upon application of five (5) day notice and with permission from the Bailiff Sergeant, be allowed to take Leave without pay (LWOP) for sufficient time to attend training or meetings not of a political nature. There are no provisions/requirements for the County to pay for any time under this clause. They shall be limited to three (3) days per steward per fiscal year.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1 - WORK RULES AND POLICY

Existing departmental work rules including applicable County policies will be posted on the appropriate bulletin board and/or provided electronically to employees. 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.

Section 4.2 - MANAGEMENT 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; 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 has pursuant to Chapter 20 of the Iowa Code. This paragraph shall in no manner limit the Employee's right to bargain for any subject which is a mandatory subject of bargaining under Chapter 20 of the Iowa Code.

ARTICLE 5 EMPLOYEE FILES

Section 5.1 - - PERSONNEL FILES

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.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1 - GRIEVANCE DEFINED

A grievance shall be defined as a dispute or disagreement raised by an Employee against the Employer involving the interpretation or application of the specific provisions of this Agreement. Grievances, as herein defined, shall be processed in the following manner discussed in 6.02.

Section 6.2 - GRIEVANCE STEPS

Informal Step: An employee shall discuss a complaint or problem orally with his/her Bailiff Sergeant or his designated representative within ten (10) days following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. Within ten (10) days after the informal step is unsuccessful, the Union may initiate a grievance by submitting it in written form to the above supervisor or his designated representative in the Sheriff's office. The written grievance shall include a brief factual description of the violation, cite the specific provision of the Agreement violated, state the remedy requested, and be dated and signed by the Union representative. If no conference before the supervisor is requested by the Union at the time the grievance is filed, the supervisor or his designee shall issue a written decision on the grievance with a copy to the employee within ten (10) days from the date the grievance was filed, or within ten (10) days from the date a conference was held to discuss the grievance. Suspension and discharge grievances shall commence at Step 2 of the grievance procedure and must be filed in writing no later than ten (10) days following receipt of written notice of such disciplinary action.

Step 2. A grievance appealed at Step 1 shall be presented to the Sheriff or designated representative. The Sheriff or designated representative will answer the grievance in writing within ten (10) days after meeting with the Union representative. If the answer fails to resolve the matter, then the Union may within ten (10) days of the receipt of the Employer's answer notify the Employer in writing of the desire to move the grievance to Step 3. All parties shall be given the opportunity to present witnesses and evidence on their behalf at the meeting in Step 2. Time of said meeting shall be mutually agreed upon.

Step 3. A grievance appealed at Step 2 shall be presented to the County's Human Resources Director or designated representative. The Human Resources Director or designated representative will answer the grievance in writing within ten (10) days after meeting with the Union. 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 seven (7) days of the mediation.

Step 4. In the event that the grievance remains unresolved after the completion of Step 3, the grievance may be referred to arbitration

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case by case basis, upon mutual agreement of the parties. 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. If a grievance at any step is not timely answered by the Employer, the Union may move the grievance to the next step by

filing notice thereof within ten (10) days after expiration of the time for the Employer's response.

Section 6.3 - SELECTION OF ARBITRATOR

The arbitrator shall be selected in the following manner:

A. By Agreement: The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.

B. By Lot: In the event parties are unable to agree, or the person agreed upon is not available, the PERB shall be requested to nominate a panel of five (5) arbitrators. Within ten (10) working days after the receipt of the panel names, representatives of the parties shall meet and each party shall alternately strike a name from the list of nominees until one remains. The winner of a coin flip shall have his choice of striking first or second. The arbitrator so selected shall be informed of his selection by the parties.

Section 6.4 - PROCEDURES

The procedures to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator. The arbitrator shall submit his decision in written form to both parties within thirty (30) days following the conclusion of the hearing(s), as the case may be. The costs incurred for the services of the arbitrator shall be borne and divided equally between the Employer and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses.

Section 6.5 - ARBITRATOR'S JURISDICTION

The decision of the arbitrator on the issues presented shall be final and binding. The provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to any matter that the laws of the State of Iowa require to be resolved otherwise.

Section 6.6 - APPEALS

The arbitrator's decision shall be binding on the parties.

Section 6.7 - EMPLOYEE REPRESENTATION

An aggrieved person(s) shall have the right to be represented at all levels of the Grievance Procedure by a union representative. The Employer shall bear no obligation to pay for the expenses of representation provided by other than a Union representative.

Section 6.8 - PRIVACY AT MEETINGS AND HEARINGS

All grievance and arbitrations meetings under this Article are to be held in private and not open to the public, unless otherwise required by state law. Either party may request that the meeting be electronically recorded by either party at any time; as long as the involved parties are notified they are being recorded.

Section 6.9 - EMPLOYEE RIGHTS

Any employee presenting a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination or reprisal.

ARTICLE 7 MEDIATION AND INTEREST IMPASSE PROCEDURES

Section 7.1 - STATUTE COMPLIANCE

The Employer and the Union agree to utilize the impasse procedures for collective bargaining established by Chapter 20, Code of Iowa, and the administrative rules of the Iowa Public Employment Relations Board.

ARTICLE 8 SENIORITY

Section 8.1 - SENIORITY DEFINITION AND NOTICE

A. Full-Time Employees: Seniority is defined as an employee's length of continuous service with the Employer from the employee's date of original hire as a Bailiff by Scott County, Iowa. The Union shall be furnished with a seniority list and job classifications of employees covered by this Agreement within thirty (30) days of July 1 each year. The same list shall be posted on a bulletin board in the work place. Employees shall have ten (10) days from the date of the posting to object to the seniority list. If objection is made and the Employer is unable to satisfy the objection within ten (10) days, the employee may file a grievance in accordance with the grievance procedure in the Agreement.

Part-Time Employees: A part-time employee who becomes a full-time employee will begin to accrue seniority for purposes of layoff as of the date of hire on a pro-rata basis.

Section 8.2 -LOSS OF SENIORITY

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

A. Employee quits or is discharged.

- B. Failure to report for work upon expiration of a leave of absence.
- C. Failure to report for work within five (5) working days of being notified to return following layoff, when notice is given as provided in 8.03 above.
- D. When continuous period of layoff exceeds one (1) year.
- E. Employee retires.

It is the employee's responsibility to keep the Employer informed of his/her current address and telephone number.

ARTICLE 9

HOURS OF WORK AND OVERTIME

Section 9.1 - WORK HOURS

A normal work day for regular full time employees (except transportation officers) shall consist of eight (8) consecutive hours of work, Monday through Friday. The normal work week shall start Sunday at 12:01 A.M. and end on Saturday at midnight and consist of forty (40) hours of work and such additional time as may from time to time be required in the judgment of the Employer. All employees shall be scheduled to work on a normal or regular work shift, and each shall have a starting and ending time.

Section 9.2

The Employer shall establish and post uniform hours of work for all Bailiffs. Except in emergency situations, three (3) 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 day.

Section 9.3

Except as expressly stated to the contrary "normal work periods" will consist of five (5) eight (8) hour days on Monday through Friday for regular full time employees. Shift selection shall be based on seniority with the Unit. Twice a year, approximately around January 1 and July 1 the Sheriff shall permit bargaining unit employees to make known their preferences for shifts. Shift preferences shall begin December 1st and June 1st being due by December 15th and June 15th 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 1st and July 1st. The Employer shall consult with the Union regarding any major overall changes made to the schedule.

Section 9.4

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 9.5

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 9.6

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 9.7

Upon receiving the permission of the Employer, or the person acting in the Department on the Employer'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. Both employees must complete the trading of shifts within the same pay period. Each employee accepting the trade is responsible for the completion of the trade. If an employee fails to complete the trade for any reason, such employee shall be prohibited from trading for six (6) months.

Section 9.8 - WAGES

Wages shall be paid in accordance with the following schedule during the term of this Agreement, employees with salaries above their years of service on the wage scale shall be red circled until which time as their years of service is equivalent to their current salary on the wage schedule: effective 7/1/2018 - (2.25%)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<u>Start</u>	<u>6 months</u>	<u>1 year</u>	<u>3 years</u>	<u>5 years</u>	<u>7 years</u>	<u>10 years</u>	<u>12 years</u>	<u>15 years</u>
40,768	42,806	44,990	46,509	48,173	49,837	51,605	53,373	55,266
19.60	20.58	21.63	22.36	23.16	23.96	24.81	25.66	26.57

Section 9.9 - CALL BACK PAY

Call back is intended to compensate an employee for making a special trip to work under emergency conditions. 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 and part-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. An employee shall not receive call-back pay if he/she is called back solely to correct a mistake made by him/her (which requires immediate correction) or perform a duty or function he/she failed to perform during paid hours of work, but shall be paid for actual hours worked. Mandatory scheduled meeting times not contiguous to the scheduled tour shall be paid for actual hours worked or 2 hours minimum whichever is greater.

Section 9.10 - OVERTIME COMPENSATION

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. Overtime shall not be paid more than once for the same hours 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 9.11

Employees are eligible to accrue compensatory time off from work 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. However, an Employee must take any overtime worked in one shift as either compensatory time or overtime with NO SPLITTING of a shift as one part compensatory time and one part overtime pay.

Compensatory time off will be arranged by mutual agreement with the supervisor within a reasonable time of the request, but not less than seven (7) days in advance. By mutual agreement the parties may agree to shorten the time period. Request that create an unreasonable burden on Sheriff's Office ability to provide safe and quality services to the public shall be denied. Compensatory time approved shall not be revoked because overtime may result, except in case of requests to utilize compensatory time off for holidays, the day before a holiday or the day after a holiday.

All accruals as of June 30th will be paid in the first paycheck in July. An employee may notify the payroll clerk in writing two weeks in advance of the desire to have twenty or more hours of compensatory hours paid out in the following payroll cycle. Should the employee no longer be employed, through either termination, resignation, retirement or

death, the employee shall receive a payout for all Compensatory Time accrued by the employee.

Compensatory time banks shall not exceed sixty (60) hours. The employee would not be able to accumulate additional hours unless these hours were paid out or exhausted.

Any work performed outside the designated eight (8) hour work day or shift, must have prior approval of the immediate supervisor, as designated by the Employer. 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 9.12

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

Section 9.13

Compensatory time may not be accrued for any work that may be funded or reimbursed by another entity or hours worked when replacing an individual who is off on compensatory time.

Section 9.14 - OVERTIME ASSIGNMENTS

A need to fill an absence on the current shift will be done by the supervisor requesting volunteers from the off going or on-coming shift. The Employer may utilize part-time or temporary employees to fill necessary overtime. If the overtime still cannot be filled, then and only then will an employee (reverse seniority) from the current shift who is working be forced to work the overtime. Reasonable effort will be made by the Employer to distribute overtime within the bargaining unit. No overtime work shall be performed without the approval of a supervisor or acting supervisor.

When overtime work is known in advance, such as weekend work, the Employer shall utilize a list of volunteers arranged by seniority. Said list of volunteers (including part-time employees) shall be established on an annual basis. If an employee is not interested or is unavailable for the overtime assignment, the next person on the list shall be contacted. This list will be utilized on a continual rotating basis (i.e., if an employee is unavailable and is subsequently skipped on the list, the next person after the employee who has accepted the assignment will be called next.) The person unavailable will automatically be moved to the bottom of the list. In the event that no employees desire the overtime, the Employer may assign the overtime to the employee with the least seniority, also on a rotating basis.

The Employer shall retain the right to utilize temporary employees for overtime subject to the requirements in this section or in times of emergency to assign overtime to the Employee(s) able to respond in the most timely, safe and efficient manner.

ARTICLE 10 LEAVES OF ABSENCE - SHORT TERM DISABILITY

Section 10.1 - GENERAL POLICY

It is the policy of Scott County to provide short term disability leave, commonly known as sick leave benefits, for regular employees who are unable to work due to illness or injury, subject to the limitations specified in this policy. The sick leave program is designed to provide employees with two benefits: (a) available paid leave for a reasonable amount of short-term disability or illnesses, and (b) provide a savings bank of time to ensure available paid leave before reaching the qualifications for long-term disability or illnesses.

Section 10.2 - ACCRUAL

Regular full-time employees and regular part-time employees who are scheduled to work 1,560 hours or more annually, are eligible to accrue 4 hours a pay period (13 days per year) of sick leave credits on a pro-rated basis according to their percentage of full-time employment. Temporary employees are not eligible to accrue sick leave benefits. Regular employees who are in non-pay status for more than one-half their scheduled hours in an accrual period will not accrue sick leave for that period. Sick leave will accrue without limitation. Officially designated holidays falling within the period of an employee's approved sick leave will not be charged against the employee's sick leave account.

Section 10.3 - WELLNESS DAY

Regular full-time employees who are in active pay status for thirteen consecutive pay periods, and who achieve a record of zero sick leave usage during this period, will be entitled to eight (8) hours vacation or Wellness Day. The use of up to six hours of sick leave during such a thirteen consecutive pay period will not disqualify an employee from receiving a Wellness Day. The Wellness Day will be credited to the eligible employee's vacation leave account at the end of the thirteen consecutive pay periods.

Section 10.4 - USAGE

Sick leave shall accrue from the date of appointment to a benefit-eligible position. Sick leave will be charged by actual hours used. Use of sick leave shall be extended by Scott County for proper cause and concern for the employee's future welfare. It is not an inherent right of the employee to use accrued sick leave. As such, identifiable misuse of sick leave shall be just cause for not extending this benefit, and abuse shall be just cause for disciplinary action, up to and including dismissal.

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.

Sick Leave Abuse means misrepresentation of the actual reasons for charging an absence to sick leave, and may include chronic, persistent, or patterned use of sick leave. Indications of sick leave abuse may include but are not limited to the following:

Sick leave may be used only with the permission of the employee's duly authorized supervisor. The employer may determine that requested sick leave is chargeable to Family Medical Leave entitlement. Employees shall notify their supervisor that they will be unable to work before their regular work day begins, pursuant to specific departmental rules concerning deadlines for such notification. Failure to provide adequate notification will be considered grounds for denial of sick leave benefits.

Section 10.5

Sick leave accruals may be used for the following reasons:

1. Personal illness or injury which renders the employee unable to perform the duties of his/her position;
2. Serious illness of a member of the employee's immediate family, necessitating the employee to be in attendance or whose contagious disease would cause the employee's presence at work to jeopardize fellow employees. (Immediate family shall be defined as including spouse, child, parent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild legal ward or person residing in the household);
3. Medical, dental or optical appointments which cannot be scheduled during non-working hours.

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 of an employer other than Scott County.

Employees cannot access sick leave hours not yet accrued, accrued hours are those that were listed on the employee's preceding payroll check.

Section 10.6 - PAYOUT OF SICK LEAVE ACCRUAL ON TERMINATION OF EMPLOYMENT

The employer will provide access to a Retirement Health Savings (RHS) Plan pursuant to regulations set forth by the Internal Revenue Code that allows participant to accumulate assets tax-free to pay for medical expenses in retirement. Employees shall contribute one hundred percent (100%) of their paid sick leave accrual as calculated in County Policy O to their individual RHS account.

Section 10.7 - ADMINISTRATIVE PROCEDURES

Prior to approving sick leave benefits, the Sheriff may require an employee to furnish a doctor's statement, and/or other relevant information certifying the necessity of absence.

Section 10.8 - BEREAVEMENT LEAVE ELIGIBILITY

Employees are eligible for a paid leave of absence of up to three days for a death in the immediate family for purposes of attending the funeral or attending to funeral related matters typically in the same week. Extensions of the three day bereavement period may be granted by the Sheriff due to the close nature of the family relationship (e.g. spouse, parent, or child) or in the event long distance travel is involved. However, in no event shall bereavement leave exceed five working days. The Sheriff retains the discretion to grant additional leave charged to the employee's paid leave bank depending on the circumstances. An employee could request in writing to the Sheriff to reserve allotted bereavement leave for a funeral that is delayed for up to thirty (30) days after the death. For delayed utilization of bereavement leave the employee must provide five (5) days notice of the date of the funeral proceeding.

Section 10.9 - BEREAVEMENT LEAVE ADMINISTRATION

Only days absent which would have been compensable work days will be paid. No payment will be made during vacations, holidays, layoffs or leaves of absence. Payment will be made on the basis of the employee's normal work day's pay. The employee must attend the funeral to qualify for bereavement leave pay. Payment will be made on the basis of the employee's straight time hourly rate of pay in effect at the time the leave is taken.

Section 10.10 - JURY DUTY LEAVE

Any employee selected for jury duty shall receive a paid leave of absence for the time he spends on such duty. If an employee is called for jury duty, the employee should promptly notify his immediate supervisor. Said employee shall receive the normal work day's pay and shall return to the Employer pay received as a juror, except mileage. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work.

Section 10.11 - WITNESS LEAVE

If an employee is subpoenaed or issued a trial notice by the county attorney's office as a witness in a court action not involving criminal or civil action by or against the employee and such court action occurs during the employee's scheduled hours of work, he shall receive a paid leave of absence for time he spends on such duty. Said employee shall receive the normal work day's pay and shall return to the Employer pay received as a witness, except mileage when the employee uses their own personal vehicle to attend such court action.

Section 10.12 - MILITARY LEAVE

Chapter 29A.28, the Code of Iowa, shall govern military leave. The Universal Military Training and Service Act shall govern re-employment rights. Employees returning to work from military leave of 1-30 calendar days must report back to work on the first regularly scheduled work day following completion of service, after allowance for safe travel and an 8 hour rest period. Employees seeking a military leave of absence shall provide as much advance notice as known of his/her official military orders to the Sheriff or designee. Requests for thirty calendar days or less may be approved by the Sheriff or designee. Any potential abuses of military leave should be reported to the Human Resources Director.

Section 10.13 - UNPAID LEAVE

Non-probationary employees may be eligible for unpaid leaves of absence. An employee who fails to return to work at the end of an unpaid leave of absence shall be deemed to have voluntarily quit, or, if applicable, voluntarily retired on the last day of work prior to the leave. Unpaid leave of absence for a limited period may be granted for any purpose reasonable in the judgment of Employer. The Employer's decision is final and not grievable. An employee desiring an unpaid leave of absence shall make a written request to the Sheriff, setting forth the reason(s) for the request and the duration of the requested leave. A request for an unpaid leave of thirty days or less will be approved or disapproved promptly by the Sheriff. The Human Resources Director shall consult with the employer regarding any request more than 30 days regarding the applicability of state or federal law. Other requests for an unpaid leave of more than thirty days will be approved by the Board. In no event shall unpaid leave, under the provision of this policy, be approved for more than six months by the Board.

Section 10.14 - BENEFITS DURING UNPAID LEAVE

During an unpaid leave of absence of more than thirty (30) calendar days, the employee:

- A. Shall not receive any fringe benefits, except that the employee may receive any benefits eligible under Policy N.
- B. Shall not accrue seniority, and shall have his anniversary date adjusted to reflect the length of the unpaid leave.
- C. Shall not accrue sick leave, vacation, or other forms of leave.

Section 10.15 - DISABILITY/INJURY LEAVE

An employee off work due to an on-the-job injury or illness covered by Worker's Compensation may elect to receive their normal pay from the Employer for the time off work. 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. An employee on Worker's Compensation shall continue to receive all Employer-paid benefits received by other employees.

Section 10.16 - FEDERAL FAMILY AND MEDICAL LEAVE

The Employer will comply with federal law as it relates to Family and Medical Leave. Employees must comply with procedural requirements in County Policy Y. Employees will be required to use all sources of paid leave concurrently with Family Medical Leave. However, employees utilizing continuous FML may make a written request to the Human Resources Director to reserve up to forty (40) hours of vacation leave and go into an unpaid status the final week of leave. The annual FMLA allowance will run concurrently with any Workers' Compensation leave. If the employee is in a non-pay status at any time during FML, the employee shall not accrue vacation, sick, or holiday leave for that period of time in which they received no pay. If an employee fails to return to work after the employee's approved FML request has expired, the Employer shall regard this as the employee's resignation.

ARTICLE 11 HOLIDAYS

Section 11.1 - HOLIDAYS

Full time regular employees are granted 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 Jr. Day; Memorial Day; and Two (2) Floating Holidays.

Section 11.2 - PAY FOR HOLIDAYS

In those cases where an employee (full-time, part-time or temporary) is required to work on a holiday (whether observed or actual), that Employee shall receive one and one-half (1 ½) times his/her straight time hourly rate of pay for all hours worked on the holiday, and this shall be in addition to any holiday pay the employee would otherwise receive. In no event shall holiday pay exceed eight (8) hours for any holiday. Holiday pay is paid out and may not be converted to compensatory time.

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.

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. No employee will be permitted to work on his/her "floating" holidays.

ARTICLE 12 **VACATION**

Section 12.1 - ELIGIBILITY FOR VACATION PAY

Only full-time employees or part-time hours scheduled to work over 1560 hours are eligible for vacation time and pay. Vacation pay will be at the employee's normal straight time pay. An employee's eligibility for vacation time shall be determined by the anniversary date of his/her hire.

Section 12.2 - SCHEDULING OF VACATION

Employees shall be entitled to vacations as of their anniversary date of employment in any year as follows:

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 (i.e. budgeted as a 0.5 FTE) to work more than one thousand forty (1,040) hours annually

Years of Continuous Service Hours Per Year
Less than 1 year 48 hours
More than 1 year, Less than 5 years 80 hours
More than 5 years, Less than 13 years 120 hours
More than 13 years, Less than 23 years 160 hours
Over 23 years 200 hours

In transition years, accrual at the next higher rate shall begin in the first pay period following the anniversary date which marks completion of the fifth, thirteenth, or twenty-third year of service.

Section 12.3 - Accrual:

That part of the pro-rated vacation leave credit to which an employee is entitled shall be accumulated into the account of the employee bi-weekly. Thereupon, it is available for use by the employee after completion of his/her first ninety (90) days of service, subject to the provisions on scheduling of same. Vacation leave shall be paid at the employee's straight time hourly rate of pay in effect during the vacation period.

Employees are encouraged to expend vacation during the year. Regular employees who are in a non-pay status for more than one-half (1/2) the scheduled hours in an accrual period will not accrue vacation leave credits for that period. Employees are encouraged to expend vacation during the year it is accrued. Upon attaining each anniversary date of employment, the accumulated vacation credit of the employee shall be reduced to twice the employee's current annual rate of accrual, assuming there is an excess accumulation in the account.

Section 12.4 - Use:

A maximum of three (3) consecutive work weeks is allowed to be taken at one time for annual vacations as long as there is enough vacation time accumulated by the date scheduled for their vacation. The Sheriff shall 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 31st of each year. The vacation request(s) will be for the time period beginning March 1st through the end of February of the following year. All other time off requests is by first (1st) come first (1st) serve basis.

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.

ARTICLE 13
HEALTH AND DENTAL COVERAGE

Full-time employees shall be eligible for any health, drug/prescription, dental, vision, life, long term disability coverage provided for non-represented employees by the County pursuant to the terms set forth in Policy P.

ARTICLE 14
BREAKS

Section 14.1

The Employer will endeavor to provide each employee working an eight (8) hour shift a paid meal break of up to one-half (1/2) hour; a fifteen (15) minute paid break during the first half of the shift and a fifteen (15) minute paid break during the second half of the shift. Employees are prohibited from taking additional breaks for any purpose, including smoking. The meal break will be scheduled near the middle of the work day. Break periods are normally scheduled near the middle of each half shift and are intended as a relief from the work routine. Paid break relief shall not exceed one-half (1/2) hour in any ten (10) hour work period. Breaks are not guaranteed and may not be saved to shorten the work day. Breaks will be taken in the break room or outside, but employees shall remain on the Court House or Administrative Center grounds.

ARTICLE 15
UNIFORM CLOTHING AND EQUIPMENT

Section 15.1 - BALLISTIC VESTS

The Employer shall provide a ballistic vest to all new full time and part time Bailiffs. The Employer shall replace the bullet proof vests of every full time Bailiff every five years. Old vests purchased by the Sheriff's office shall be returned to the Sheriff's office.

Section 15.2 - UNIFORM ALLOWANCE.

Uniforms shall be determined by the Sheriff. The Sheriff's office will budget for the provisions of uniforms.

Section 15.3 - 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 may consult with the Risk Manager.

ARTICLE 16
REIMBURSEMENT FOR EDUCATION EXPENSES

Section 16.1 - EDUCATIONAL/TRAINING SESSIONS

The Sheriff shall provide continuing job-related training to all Bailiffs. An employee shall be compensated for attendance at any mandatory training for Bailiffs. If a Bailiff is also a member of the Sheriff's Reserve, they shall not be compensated for meetings or trainings that are not mandatory for other Bailiffs to attend. Any employee who attends a job-related educational or training workshop, session, seminar, conference or school at the direction of or with the prior approval of Scott County shall not lose any pay or benefits to the extent that such attendance is during his/her normally scheduled hours of work. Overtime shall be paid in accordance with the requirements of the Fair Labor Standards Act.

Section 16.2

An Employee shall not be required to attend any training session scheduled during his/her annual vacation.

Section 16.3

No travel time shall be paid for training which is held within Scott County.

Section 16.4

To encourage employees to seek additional college-level training that is related to their work, the Employer will reimburse seventy five percent of the cost for tuition, books and laboratory fees up to a maximum reimbursement of \$1,200 per fiscal year. To be eligible for this benefit, advance approval shall have been granted by the Human Resources Director, pursuant to the terms of the County policy.

ARTICLE 17 **HEALTH AND SAFETY MATTERS**

Section 17.1

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 17.2

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.

Section 17.3.

Employees are encouraged to report all working conditions they consider to be unsafe to their immediate supervisor or the Risk Manager.

Section 17.4

The Union will certify to the Sheriff the names of those members, not to exceed two (2)) in number, who will represent the Employee Organization during Employee-Management Committee meetings.

Section 17.5

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 18 **OTHER**

Section 18.1 - SEPARABILITY AND SAVINGS

If any article or section of this Agreement, or any Addendum thereto, should be held invalid by operation of law, or by any court or agency of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by any court or agency, the remainder of this Agreement, and all Addendums thereto, shall not be effected thereby, and the remainder of this Agreement, and any Addendums attached thereto, shall remain in full force and effect for the life of this Agreement.

Section 18.2 - MAINTENANCE OF STANDARDS

During the term of this Agreement, any portion of said Agreement, which is a mandatory subject of bargaining under Chapter 20, Code of Iowa, shall not be changed except by mutual agreement of the Employer and the Union.

Section 18.3 - WAIVER

No waiver or variation of this Agreement shall be made in this Agreement by an Employer representative, or any individual employee or group of employees unless the waiver or variation is made with the full knowledge, sanction, and consent of the Board and the Union President or Representative. Further, any unauthorized waiver or variation of the terms of this Agreement by either party shall not constitute a precedent for future enforcement of all terms and conditions included therein.

Section 18.4 - CONFIDENTIALITY

Scott County Supervisors and Management shall treat as confidential as possible any information that is given in confidence by an employee in the course of an inquiry, complaint or investigation. During the course of any disciplinary investigation, every effort shall be made by supervisors and management to keep the source of information given confidential. All employees are expected to cooperate with any investigation, maintain confidentiality and are prohibited from making false statements intended to take revenge or harm a fellow employee.

Section 18.5 - NOTICE AND CONTINUITY OF AGREEMENT

This Agreement shall be renewed year to year after June 30, 2019, unless either party gives notice in writing of a desired change in this contract no later than September 15, 2018 of the year immediately prior to the June 30, 2019 expiration date of this contract.

Section 18.6 - EFFECTIVE PERIOD

This Agreement shall be effective for 1 year commencing on the 1st day of July, 2018 and ending on the 30th day of June, 2019.

Section 18.7 - SIGNATURES AND WITNESS

In witness thereof, the parties hereto have caused this contract to be executed by their duly authorized representatives this 1st of July, 2018.

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 204**

**SCOTT COUNTY BOARD OF
SUPERVISORS**

By:
David J. George
Business Manager/
Financial Secretary

By:
Tony Knobbe
Chairman, Scott County
Board of Supervisors

By:
Scott Snyder
IBEW #204 President

By:
Mahesh Sharma
County Administrator

By:
James Connell
Negotiating Committee

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

By:
Willie Moore
Negotiating Committee

By:
Barb McCollom
Human Resources Generalist

By:
Shawn Roth
Chief Deputy, Sheriff's Office

By:
Chad Cribb
Lieutenant, Sheriff's Office

By:
Tom Behning
Bailiff Sgt., Sheriff's Office