



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SCOTT COUNTY, IOWA

AND

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL 238

Effective July 1, 2012 - June 30, 2013

## INDEX

	PAGE
ARTICLE 1 - WAGES	3
ARTICLE 2 - TIME RECORDS - HOURS	4
ARTICLE 3 - NO STRIKE - NO LOCK OUT	6
ARTICLE 4 - MANAGEMENT RIGHTS	6
ARTICLE 5 - PAID TIME OFF	7
ARTICLE 6 - INSURANCE	8
ARTICLE 7 - HOLIDAYS	9
ARTICLE 8 - UNPAID LEAVES OF ABSENCE	11
ARTICLE 9 - PAID LEAVES OF ABSENCE	12
ARTICLE 10 - FAMILY & MEDICAL LEAVE	14
ARTICLE 11 - OVERTIME	14
ARTICLE 12 - SUPPLEMENTAL PAY AND ALLOWANCES	17
ARTICLE 13 - SENIORITY	19
ARTICLE 14 - JOB CLASSIFICATIONS	20
ARTICLE 15 - DUES CHECKOFF	20
ARTICLE 16 - MISCELLANEOUS	20
ARTICLE 17 - CORRECTIVE & DISCIPLINARY ACTIONS	22
ARTICLE 18 - PROMOTIONS & TRANSFERS	23
ARTICLE 19 - GRIEVANCE PROCEDURES	25
ARTICLE 20 - GRIEVANCE ARBITRATION	26
ARTICLE 21 - LAYOFF AND RECALL	26
ARTICLE 22 - NONDISCRIMINATION	27
ARTICLE 23 - TRAINING	28
ARTICLE 24 - SAFETY	29
ARTICLE 25 - LABOR MANAGEMENT COMMITTEE AND STEWARDS	29
ARTICLE 26 - INTERPRETATION OF AGREEMENT	30
ARTICLE 27 - SAVINGS	30
ARTICLE 28 - PERIOD OF AGREEMENT	30
APPENDIX A - HEALTHY LIFESTYLES	33
APPENDIX B - PAID TIME OFF/MEDICAL LEAVE	34

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into to become effective on the 1st day of July, 2012, by and between the Scott County Board of Supervisors, hereinafter called the "Employer", and the Scott County Correctional Association, Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with the International Brotherhood of Teamsters 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 previously designated and certified by the Public Employment Relations Board in Case #2276. From and after the date first above written, and for the duration hereof, it is agreed by and between the parties as follows:

**ARTICLE 1 - WAGES**

**Section 1.1.** Wages shall, for the term of this Agreement, be paid in accordance with the following nine-step schedule and will apply to all bargaining unit personnel assigned to the designated classifications with continuous service.

<b><u>Position Title</u></b>	<b><u>Step 1</u></b> <b><u>Entry</u></b>	<b><u>Step 2</u></b> <b><u>6 mos.</u></b>	<b><u>Step 3</u></b> <b><u>1 year</u></b>	<b><u>Step 4</u></b> <b><u>2 years</u></b>	<b><u>Step 5</u></b> <b><u>3 years</u></b>	<b><u>Step 6</u></b> <b><u>4 years</u></b>	<b><u>Step 7</u></b> <b><u>7 years</u></b>	<b><u>Step 8</u></b> <b><u>10 years</u></b>	<b><u>Step 9</u></b> <b><u>15 years</u></b>
Correctional Officer	Trainee status		18.90	19.78	21.73	22.29	22.79	23.11	23.46
Correctional Officer Trainee	16.61	16.89							
Jail Custodian/ Correctional Officer	13.98	14.41	14.69	15.34	16.79	17.24	17.57	18.23	18.50
Cook	13.98		14.69	15.34	16.79	17.24	17.57	18.23	18.50

**Section 1.2.** In the absence of a change in jobs, no employee shall have an existing rate of compensation reduced.

**Section 1.3.** In the event that a performance evaluation overall rating is 3.0 or below the Employee shall be placed on a performance improvement plan (PIP).

**Section 1.4.** The pay of new hires or rehires will be set at the first step of the appropriate classification. County employees transferring to the bargaining unit will have their pay rate established in accordance with Section 2, Article 18. The Employer retains the right to increase the pay of exceptional employees at an accelerated rate after completion of six (6) months in the classification.

**Section 1.5.** Employees transferred to a higher job classification will receive the compensation benefits of the new classification effective the first day of the actual transfer.

## ARTICLE 2 - TIME RECORDS - HOURS

Section 2.1. The Employer agrees to maintain a time clock or other satisfactory means of recording the starting and quitting time of employees and shall require all employees coming under the jurisdiction of this Agreement to use same. In case of a dispute regarding hours worked, the time cards of the employee involved will be made available for inspection by the employee or his/her representative within twenty-four (24) hours.

All employees covered by this Agreement shall be paid for all times spent in the service of the Employer. Time shall be computed to the nearest one-quarter (.25) hour from the time the employee reports to work until the time he/she is released from duty.

The Employer shall establish and post uniform hours of work for occupational groups and shifts. Except in emergency situations, seven (7) calendar 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 2.2. Work period shall be defined as a fixed and recurring period of fourteen (14) 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. Work periods will consist of either ten eight hour days or seven twelve hour days within fourteen consecutive twenty-four hour sub-periods.

Section 2.4. The Employer shall attempt to notify the Union in writing within two (2) hours of any emergency change in hours. Should this notification not be possible, written notification shall be made in not less than twenty-four (24) hours.

Section 2.5. The regular work day or shift shall consist of eight or twelve consecutive hours.

Section 2.6. Except as provided in Article 11, Section 6, the meal period shall be approximately in the middle of the shift, shall be paid and not more than 30 minutes in duration. When by the nature of the work assigned an employee would be expected to have meals frequently interrupted for duty purposes, the meal periods shall be considered part of the paid regular shift of the employee. Efforts will be made to provide Employees working twelve (12) hour shifts with two (2) fifteen (15) minute breaks.

Section 2.7. 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 2.8. Pay Day. Pay day for all employees shall be every other Friday. Not over one (1) week's pay shall be held back.

Section 2.9. Shift Bidding Procedure for Correction Officers.

A. Semi-Annual Shift Bidding. The following procedure shall apply only to employees covered by the terms of this agreement and have successfully completed their probationary period.

For the purpose of this section, a shift assignment includes the regular hours of work and the regular days off as designated as "male", "female", or "either". Assignments may only be designated as "male" or "female" in order to comply with legal requirements or mandates. All other assignments shall be designated as either. It is understood that a shift assignment does not include an employee's post assignment (e.g., booking, main control room, support services, etc.). Post assignments shall be made at the sole discretion of the Employer.

On or about January 1 and July 1 of each year, the Employer shall post a list of all shift assignments to be bid. Employees shall have seven (7) calendar days to designate their choice of shift assignment. In the case of a conflict between designated choices, seniority shall govern such assignments. The Employer shall notify all officers of their shift assignment seven (7) calendar days after all bids have been submitted. New shift assignments shall become effective on the first pay period of March and September of each year.

B. Shift Assignment Vacancies. During the year, shift assignment vacancies may be filled at the employer's discretion. Every effort shall be made to allow limited bidding within the shift on which the vacancy occurs. In the case of conflict between designated choices, the same procedure established in Section 9A above will be followed.

C. Temporary Shift Assignments. Nothing herein shall restrict the employer's ability to adjust its work schedule at any time during the year to meet operational needs. The employer reserves the right to temporarily change a Correction Officer's shift assignment to accommodate changes in the work load and/or staff shortages. The employer will first reassign qualified Correction Officer Trainees or Officers with less than one year of service. If it becomes necessary to reassign other Officers for more than thirty (30) calendar days, the employer shall then re-post a list of all shift assignments for open bidding.

This section shall not apply to light/alternative duty assignments.

D. Post Assignments. The following post assignments are open to bid on January 1st:

Booking and ID,

Bids of the above post assignments shall for a period of one (1) year in duration. Nothing herein shall restrict the employer's ability to adjust post assignments at any time during the year to address performance issues and meet operational needs. Those post assignments not filled by bid will be assigned according to seniority. Employees in the Booking positions on the same shift agree not to take scheduled PTO simultaneously unless approved by the Sheriff's designee, which will not be unreasonably denied.

Section 2.10. Correction officers may volunteer or request to be assigned to individual post assignments. So far as practicable the Employer may rotate these assignments among correction officers as long as court mandated and legal considerations are met. Every effort shall be made to provide cross training to correction officers and place correction officers in post assignments who have the desired skill set. In addition, the Employer may rotate post assignments among correction officers regardless of the correction officer's desire or the number of interested correction officers at the time of assignment.

Section 2.11. Trade Day - Shift. Upon receiving the permission of the Sheriff, or the person acting on his behalf, any two (2) employees in the bargaining unit may exchange tours of duty or days off, provided that qualifications and demonstrated ability are substantially equal. Permission to exchange tours of duty or days off shall not be unreasonably denied. In no event shall "exchange time" be treated as overtime for either employee engaged in the exchange, and exchange transactions shall be completed within the same week.

Section 2.12. Employees shall not be forced to work more than sixteen (16) consecutive hours in the Jail except in emergency situations. Employees who are forced to work more than sixteen (16) consecutive hours due to emergency situations will be granted a minimum of eight (8) hours off between shifts.

### **ARTICLE 3 - 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 4 - MANAGEMENT RIGHTS**

Section 4.1. The Sheriff shall retain the sole right and authority to operate and direct the affairs of the Sheriff's Office 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 Office; 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 the Code of Iowa.

## **ARTICLE 5 - PAID TIME OFF**

Section 5.1. Amount of leave is established by paid time off (PTO) policy in Appendix B.

Section 5.2. Part-time employees shall receive PTO credits on the same basis, but prorated according to the actual time schedule to work in relation to a full-time employee, and upon the condition that such part-time employee is scheduled to work one thousand forty (1,040) hours or more annually. Temporary and seasonal employees shall not be granted paid time off.

Section 5.3. That part of the prorated PTO credit to which an employee is entitled shall be accumulated into the account of the employee at monthly, or at the option of the Employer, more frequent intervals. Upon attaining each anniversary date of employment, the accumulated PTO leave credit of an employee shall be reduced to twice the employee's new annual rate of accrual, assuming there is an excess accumulation in his/her account.

Section 5.4. The Sheriff, or the authorized official, shall schedule PTO leaves with particular regard to the seniority of employees (by classification), providing operating efficiency is maintained, and insofar as possible, in accordance with the written request of the employee submitted prior to January 15th of each year. Operating efficiency will be established by management, in part, in the form of minimum staffing. Requests for full weeks shall have priority over any lesser requests, irrespective of seniority. Partial day requests can only be made 7 days in advance; however the supervisor may waive for day of requests if operations warrant. Requests shall not be unreasonably denied. These later requests shall be approved or disapproved by February 1, or within seven (7) calendar days after their receipt, whichever is later. The Sheriff, or authorized official, reserves the right to limit the duration of any one PTO period to three (3) weeks.

Section 5.5. On February 1st of each year, the approved PTO schedule for bargaining unit employees will be posted on the employee bulletin board and the Employer will update said schedule as changes occur. In the event it becomes necessary to cancel a previously approved PTO, the employer and the affected employee will endeavor to reschedule such PTO at a mutually agreeable time.

Section 5.6. In the event of the death or retirement of an employee, the amount of wages due shall include all unused, accrued PTO credit. In which sixty (60%) percent of the value of the accrued PTO credit shall be paid into the employee's individual RHS account referenced in Section 9.3 of this agreement. The remaining forty (40%) shall be paid out on the final pay check. In the event of voluntary resignation, a notice which includes in duration two (2) full regularly scheduled work weeks for that employee shall be given the Sheriff in writing before unused PTO allowances can be included in the amount of wages due, and such person shall remain in active employment during those

regularly scheduled work weeks immediately prior to the actual termination of employment. The Employer retains the right to waive this two (2) week notice requirement.

Section 5.7. In the event of discharge for job related criminal activity or job related dishonesty, and said discharge is not reversed, an employee shall forfeit all rights to PTO pay. A discharge for any other reason shall entitle the discharged employee to receive as wages due, all unused, accrued PTO credits.

Section 5.8. PTO leave shall be paid at the employee's straight time rate or rates of pay in effect during the PTO period.

Section 5.9. Regular full-time employees who are in a non-pay status for more than one-half the scheduled hours in an accrual period will not accrue PTO leave credits for that period.

Section 5.10. Regular full-time employees who are in an active pay status for any consecutive 13 week pay periods, and who achieve a record of zero (0) medical leave usage during any such period, will be entitled to a one (1) day PTO "bonus" equal to the regularly scheduled work hours for their position. The use of up to six (6) hours of medical leave during a consecutive 13 week pay periods will not disqualify an employee from receiving a PTO "bonus".

## **ARTICLE 6 - INSURANCE**

Section 6.1. The Employer agrees to provide the following coverage, or to re-establish similar benefits on behalf of a) regular full-time employees; b) regular part-time employees scheduled to work 1040 hours or more annually and who were receiving benefits as of 7-1-2012; and c) effective 7-1-11 regular part-time employees scheduled to work 1040 hours annually with an additional 5% of any premium below including single premium:

- 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 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.

## **ARTICLE 7 - HOLIDAYS**

Section 7.1. Employees are granted, except as provided in Section 2 below, the following holidays off from employment with pay at their straight time hourly rate for the number of hours they would normally work (i.e. the holiday pay practice in place for FY12 will continue into FY13): Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; New Year's Day and Memorial Day; and Two (2) Floating Holidays. For purposes of calculating premium pay the holiday shall be considered to occur on the shift with the majority of hours worked on the traditional day of observance.

An employee may not accrue or use floating holidays during his/her first six (6) months of employment. Floating holidays will be scheduled by mutual agreement between the employee and the Sheriff or designee, within a five day approval period. Floating holidays shall not be carried from contract year to contract year. No employee will be permitted to work on a floating holiday, and it shall not be granted, if unused, to any employee upon discharge, or upon voluntary resignation. Employees regularly scheduled to work 84 hours in a pay period will be paid for 8.4 hours at his/her straight time rate in lieu of this holiday.

Operating efficiency will be established by management, in part, in the form of minimum staffing. Employees will have the right to schedule paid leaves of absences as long as their absence does not lower the staffing levels below the minimum staffing levels required.

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 1.

Employees who work a Monday-Friday schedule shall follow the holiday day off

schedule observed for County non-represented staff, when applicable. .

Section 7.2.

A. In those cases where by nature of the employment an employee must be required to work on a holiday, the days designated in Section 1 shall not be changed, regardless of the day of the week on which it falls, however, that employee shall be compensated for all time worked on a holiday by receiving, time and one-half (1 1/2) pay or compensatory time off for all such hours actually worked, and this shall be in addition to any holiday pay the employee would otherwise receive.

For example: Employees regularly scheduled to work 80 hours in a pay period should be paid as follows when working their regular shift on a holiday and 4 hours into the next shift:

First 8 hours

8 hours at straight time (Holiday pay)

8 hours at 1.5 x hourly rate (for all hours worked on a holiday)

Next 4 hours

4 hours at 1.5 x hourly rate (for all hours worked on a holiday)

Employees regularly scheduled to work 84 hours in a pay period should be paid as follows when working their regular 12 hour shift on a holiday.

First 8.4 hours

8.4 hours at straight time (Holiday pay)

8.4 hours at 1.5 x hourly rate (for all hours worked on a holiday)

Next 3.6 hours

3.6 hours at 1.5 x hourly rate (for all hours worked on a holiday)

B. If an employee is called to work on their scheduled holiday off they shall be paid double time for hours worked for that day in addition to holiday pay that they would otherwise receive. Overtime shall not result from holiday work unless provisions of Article 9 are met (refer to Article 11, Section 3). This Section shall apply to holidays as stated in Section 1 of this Article.

C. Notwithstanding anything contained to the contrary in this agreement, all hours worked on a holiday shall count as hours worked for purposes of computing weekly overtime.

Section 7.3. If an employee is required to work two (2) complete shifts on a holiday, he/she will be compensated at the rate of double time for one shift, and compensated in accordance with Section 2B above for the other. To be eligible for this double time provision, two complete shifts must be worked. Actual overtime shall not result from

working two (2) complete shifts as described in this Section, and shall not be pyramided.

Section 7.4. 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.

Section 7.5. To be eligible for holiday pay, employees shall work their last scheduled work day immediately before and their first scheduled work day immediately after each holiday. Any day for which an employee has an authorized paid leave of absence, that day shall not be considered a scheduled work day and the employee shall not be declared ineligible for holiday pay as a result of the authorized paid leave.

## **ARTICLE 8 - UNPAID LEAVES OF ABSENCE**

Section 8.1. Regular full-time employees shall be eligible for unpaid leaves of absence after completion of six (6) months of employment.

Section 8.2. All requests for unpaid leaves of absence, not otherwise covered in this Article 8, shall be submitted in writing to the Sheriff, or his designee, and shall state the reason(s) for the request and the duration of the leave requested. If incapacitated and unable to personally request a leave of absence, an employee may designate a representative to submit such request. Specific reasons for a leave of absence shall remain confidential between the employee and the employer unless otherwise mutually agreed to. Requests for thirty (30) days or less will be approved or disapproved promptly by the Sheriff. 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. Leaves of absence in excess of six (6) months will not be granted.

Section 8.3. If the employee does not return to work upon expiration of the employee's unpaid 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 8 shall not be eligible for fringe benefits, holiday pay, PTO credits, medical 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 9 - 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 regularly-scheduled lost time. An employee shall submit certification of jury service to the Employer and shall assign to the Employer that part of all remuneration received for jury service which can reasonably be described as duplicate compensation. When released from jury duty during working hours, the employee shall report to work within one (1) hour unless less than one (1) hour remains in his/her working day. Employees required by subpoena to testify in a State or Federal Court in a matter in which they are not personally involved as a participant (e.g. plaintiff, defendant, criminal act of the employee, etc.) shall be granted leaves of absence for the period necessary to fulfill the Court obligation, and shall receive the difference between any compensation received for testifying and their regular straight time hourly rate for hours lost as a result thereof. Employees will, as soon as possible, return to work upon completion of their required testimony. Employees scheduled to work in the evening and required to report to court the following day, will be provided time off to ensure an 8 hour rest period.

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. Medical Leave. The following provisions shall control the accrual and use of medical leave:

A. The amount and means to access medical leave is established by the PTO plan in Appendix B. Scheduled time off requested to attend medical, dental, or optical examination or treatment appointments shall be scheduled within the first or last four hours of work.

B. Medical leave shall accumulate without limit, but all rights to such accumulated medical leave shall terminate upon leaving County employment, except as provided in Section E below.

C. Employees carried on the records as "medical leave" are normally expected to be found at their respective homes, physicians office, hospital, or en route to one or the other of these locations. The parties, however, acknowledge that employees carried on the records as "medical leave" 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 medical leave.

D. Should an employee be absent on medical leave and fail to comply with the rules and regulations covering medical leave as provided herein, such employee shall then be charged with "leave without pay" and subject to disciplinary review.

E. 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 the value of their paid medical leave accrual as calculated in this section to their individual RHS account.

Upon retirement in accordance with the provisions of the Iowa Public Employees Retirement System, or upon the death of an employee, the paid accrual of employee's medical leave account shall be calculated as follows: fifty percent (50%) of the employee's accumulated medical leave hours in excess of 720 and up to a maximum accumulation of 1680 hours. The value of the medical leave accrual shall be calculated at the employee's straight time hourly rate. In no event shall payment under this Article exceed 480 hours. ( $1680 - 720 = 960$ .  $50\%$  of  $960 = 480$ ).

F. Medical leave shall be paid at the employee's straight time rate or rates of pay in effect during the medical leave period.

G. The Board may, under extenuating and catastrophic circumstances, extend the medical leave of a regular full-time employee who has been currently employed for a minimum of one (1) year and who has exhausted medical leave and PTO leave accruals. Requests for such extensions must be submitted by the employee through supervisory channels to the Sheriff, who will forward the request with his recommendations to the Board of Supervisors. Such requests must comply with all requirements of this Section.

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 the immediate supervisor. For purposes of this section, this shall mean within twenty-four (24) hours of the end of the shift during which the injury occurred. 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 medical 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 medical 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. Upon employment with Scott County, regular full time employees shall be eligible for a paid leave of absence of up to three (3) work days for a death in the immediate family for purposes of attending the funeral or attending to funeral related matters in the same week. Immediate family shall be defined as including: spouse, child, step-child, legal ward, parent, step-parent, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, brother, sister, step-brother, step-sister, grandchild, step grandchild, grandparent, spouse's grandparent or other resident in the employee's household. Only days absent which would have been compensable work days will be paid. No payment will be made during PTO, 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 or designee may, in his discretion, extend the period of paid leave for two (2) additional days due to the close nature of family relationship (e.g. spouse, parent, or child) or in the event if long distance travel is involved, and grant an extended bereavement leave on an unpaid or earned PTO basis, at the option of the employee. In no event shall bereavement leave with pay exceed five (5) working days.

Employees shall not be unreasonably denied requests to use PTO to attend the funeral of someone other than immediate family, as defined above.

## **ARTICLE 10 - FAMILY & 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. 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 PTO, medical, or holiday leave for that period of time in which they received no pay.

An employee who is on an FMLA leave of absence shall continue to accrue seniority under the bargaining unit contract. In addition to the twelve (12) weeks of FMLA leave, employees shall be eligible to receive a leave of absence pursuant to Article 9, section 3L of the agreement.

## **ARTICLE 11 - OVERTIME**

Section 11.1. Overtime is premium pay for time worked by an employee which is continuous previous to or following the employee's regular scheduled work shift. The Employer will notify employees as soon as possible that there is a delay in relieving them at the end of their shift.

Section 11.2. Employees regularly scheduled to work 80 hours in a pay period shall be

compensated for authorized overtime work at one and one-half (1 1/2) times the employees' straight time hourly rate for all approved hours worked in excess of eight hours in any work day shift, or in excess of forty hours in any week worked (pay period). Employees regularly scheduled to work 84 hours in a pay period shall be compensated for authorized overtime work at one and one-half times the employees' straight time hourly rate for all approved hours worked in excess of 12 hours in any work day shift, or in excess of 84 hours in any two week pay period. PTO, 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. There shall be no pyramiding of overtime in that any hours for which overtime or premium pay has been paid will not be included or counted as hours worked for the purpose of determining further overtime or further premium pay under this Agreement. The Employer retains the right to require any or all employees to work additional hours when an emergency exists or the Employer believes it necessary in the interest of employee(s) and public safety. Overtime shall be computed on the basis of one-quarter (.25) hour. An overtime roster will be maintained by the Division Head or his/her representative, and overtime will be equitably distributed to the extent possible. The roster will be made available for inspection by any bargaining unit employee. Except in cases of emergency, as defined in Article 2 of this Agreement, overtime will be scheduled at least twelve (12) hours in advance.

### Section 11.3.

A. Distribution of Overtime Work. So far as practicable without reducing efficiency of work performance, opportunities to work overtime in the department shall be impartially distributed among employees in the same job classification as the work to be performed, provided the employee is qualified to perform the work required.

When assigning overtime in forced situations, overtime shall be assigned and rotated on a regular assigned shift basis. However, it shall be permissible for management to assign overtime to employees who have volunteered for such work.

B. Forced (Mandatory) Overtime. Forced overtime shall be assigned in whole hours not to exceed four (4) hours, except in emergency situations. Such overtime shall be assigned to the least senior employee working at the time the need for overtime becomes known and the least senior employee available from the next reporting shift. The employee working at the time shall stay over and work the required time of the affected shift up to four (4) hours or the employee from the next shift shall come in early to cover the required time of the affected shift up to four (4) hours.

Except in emergency situations, any employee who has worked overtime within the past or is scheduled to work overtime within in twenty-four (24) hour period shall not be assigned forced overtime. A journal showing forced overtime situations shall be maintained by the Employer and be available for review by Union officers.

C. Voluntary Overtime. Employees volunteering for overtime work shall be placed on an overtime list by seniority with the most senior being at the top of the list.

Assignment of required overtime (known or unknown) shall be made to the most senior volunteer available at the time it becomes known. Should no volunteers be available, then forced overtime shall result. A volunteer regularly scheduled to work 80 hours in a pay period may volunteer for an entire (8) hour shift if in the judgment of the person assigning the overtime, work performance efficiency would not be reduced. A volunteer regularly scheduled to work 84 hours in a pay period may volunteer for an entire 12 hour shift if in the judgment of the person assigning the overtime, work performance efficiency would not be reduced.

None of the foregoing shall be construed so as to prohibit the Employer from scheduling and requiring an entire classification, department and/or shift to work overtime. If an entire classification is required to work overtime, and if the Employer determines that more employees are needed to perform the work, the Employer shall distribute the overtime work among employees on the voluntary overtime list provided they are qualified to perform the work required.

Section 11.4. Compensatory Time. If, by mutual consent of the employee and the employer, compensatory time off is granted in lieu of a wage payment for overtime, an employee shall be granted a period of time off at the rate of one and one-half (1 1/2) for hours for every overtime hour worked. Compensatory time may not be accrued for any work that may be funded or reimbursed by another. Compensatory time off will be arranged by mutual agreement with the supervisor within a reasonable time of the request, but no later than 7 days in advance. Request that create an unreasonable burden on Sheriff's office ability to provide safe and quality services shall be denied. Compensatory time approved shall not be refused because overtime may result, except in case of requests to utilize compensatory time off for holidays.

Operating efficiency will be established by management, in part, in the form of minimum staffing. Employees will have the right to schedule paid leaves of absences as long as their absence does not lower the staffing levels below the minimum staffing levels required.

Employees may accumulate compensatory time and compensatory holiday time with a maximum combined total of 60 hours at any one time. For example, an employee may have 40 hours of compensatory time and 20 hours of compensatory holiday time. However, the employee would not be able to accumulate additional hours in either bank unless these hours were paid out or exhausted.

All accruals as of June 30<sup>th</sup> 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. Employees may not request a payout of compensatory hours while on unpaid suspension.

Section 11.5. For employees regularly scheduled to work 80 hours in a pay period, Any work performed outside the designated (8) hour work day or shift, must have prior approval of the immediate supervisor, as designated by the Sheriff. For employees regularly scheduled to work 84 hours in a pay period any work performed outside the



designated 12 hour work day 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.

Section 11.6. Nothing herein shall be construed as a limitation on the Employer's right to require overtime work. Flagrant refusal of an employee to work overtime shall be cause for disciplinary action as provided for under Article 17, Section 1.

## **ARTICLE 12 - SUPPLEMENTAL PAY AND ALLOWANCES**

Section 12.1. Call-time is intended to compensate an employee for making a special trip to work. To qualify for call-time pay, the employee's call-time worked cannot be continuous either before or after his/her 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 does not include meetings and/or training sessions that an employee is required to attend outside of his/her regular work schedule provided the employee is given at least three (3) days advance notice of the meeting/session. An employee is not entitled call-time if the employee is called back solely to correct a mistake made by the employee which requires immediate correction or perform a duty or function the employee failed to perform during paid hours; but shall be paid for actual hours worked.

Section 12.2. 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 12.3. 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 12.4.

A. In the event of the loss or destruction of, or damage to, an employee's watch while performing assigned duties, the employee shall be reimbursed for the cost of repair or replacement of the item, up to a maximum of forty dollars (\$40.00).

In the event of the loss or destruction of, or damage to, an employee's eyeglasses while performing assigned duties, the department shall reimburse the employee for the cost of repair or replacement of the item, up to a maximum of one hundred fifty dollars (\$150.00). Provided, however, such claims shall first be submitted through the County's vision care plan and, in no event, will reimbursement exceed the out-of-pocket expense incurred by the employee.

To be eligible for reimbursement under this section, prompt reporting of the loss or

damage to the Sheriff is required. In addition, the employee must furnish an itemized receipt of the repair or replacement cost. Nothing in this section shall limit the County's option to pursue a worker's compensation claim in recovery of the above reimbursements, and the employee agrees to cooperate in the completion of appropriate claim forms.

B. Newly-hired Correction Officers will receive uniforms appropriate to the season. Additionally a uniform allowance of \$425.00 per year shall be provided to each employee to purchase uniforms and shall be paid as wages. The uniform allowance shall be paid on the first pay period after November 1. Uniform inspections shall be conducted semi annually to determine the need for item replacement; however uniforms are to be kept clean and well maintained throughout the year. Uniforms remain the property of the Sheriff's Office and have to be returned at separations of employment.

C. The Employer shall provide a variety of sizes of bullet resistant vests for use by Correction Officers when transporting an inmate. During initial implementation (FY13-FY18) the Sheriff's Office shall purchase 3 different sizes, and then expand the selection over the following years. The oldest vests shall be replaced annually thereafter. All vests remain the property of the Sheriff's office.

Section 12.5. Travel, as directed by the Sheriff or his authorized representative, shall be governed by the Scott County policy now in effect or as amended for County employees generally during the term of this Agreement, and the allowance for travel as are therein contained shall not be denied to any eligible employee as a consequence of this Agreement. An employee who is directed to change duty locations will be reimbursed for mileage, excluding voluntary overtime.

Section 12.6. One (1) meal per shift worked will be furnished at no cost to each bargaining unit employee assigned to duty stations in the Jail building. Correction officers assigned to duty stations at a hospital shall be furnished a meal at no cost. A correctional officer assigned to hospital duty will have meals provided at the hospital. The meal will be at the approximate time the inmates are served and will be equivalent to that served the inmates on the shift worked.

Section 12.7. Bargaining unit employees shall be entitled to a shift differential of forty cents (\$.40) per hour between the hours of 4:00 p.m. to 8:00 a.m.

Nothing in this section is intended to limit the Employer's right to establish and change hours of work as provided in Articles 2 and 4 of this Agreement.

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

Shift differential shall not be included in the determination of an employee's straight time hourly rate of pay for the purposes of calculating other supplemental pay, allowances, or benefit payments.

## Section 12.8 Field Training Officer

An employee serving as a Field Training Officer (FTO) shall receive a pay differential of one dollar (\$1.00) an hour for each hour such duties are actually performed. In order to qualify the Corrections Officer must have been through a sanctioned training program.

## ARTICLE 13 - SENIORITY

Section 13.1. Seniority is defined as a regular full-time employee's length of continuous employment with the Employer from that employee's last date of hire or rehire in the bargaining unit, but the same shall not be recognized during an employee's service in a probationary status.

Section 13.2. New bargaining unit employees shall serve a probationary period during the first twelve (12) months of their employment. Extensions of up to thirty (30) days may be enacted by the Employer for just cause. Upon completion of the probationary period, they shall be put on the seniority list and seniority shall be determined from their last date of hire or rehire. Employees may be terminated for any reason during the probationary period without recourse to the grievance procedure.

Section 13.3. 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 reasons 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 duty at the end of leave of absence; f) employee retires; g) employee is not recalled to work within eighteen (18) months from the date of layoff.

Section 13.4. 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, i.e. 30 days or less, pursuant to Article 8 or Article 10.

Section 13.5. If more than one person is hired on the same day, seniority shall be accorded based on the anniversary of their birth, with the earliest calendar date indicating greater seniority. For example, if two individuals were hired on the same date, with birth dates of January 17, and August 7th, the employee with the January 17 birth date would be considered to have the greater seniority of the two. The year of birth will have no significance in determining seniority of the same day hires.

Section 13.6. Part-time employment will be counted toward seniority on a pro-rated basis in the event a part-time employee is assigned to full-time status in the bargaining unit. Only continuous part-time employment from last date of hire or re-hire shall be applied. In order to qualify for seniority under this provision, the part-time employee must have been scheduled to work 1,040 hours or more during the contract year.

Section 13.7. The Employer will provide the Employee Organization with a seniority list showing seniority of all employees in the bargaining unit. A similar list will be posted on appropriate bulletin boards. Such list will be revised and updated at least semi-annually.

Section 13.8. FTO and Light Duty assignments will maintain priority over overtime seniority.

## **ARTICLE 14 - JOB CLASSIFICATIONS**

Section 14.1. 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 and or Employee Organization representative shall cooperate and assist in the redescription of that employee's job to insure that the job's current duties and responsibilities are correctly described and compensated.

Section 14.2. In the interest of effective communication, the Employer agrees to confer with the Employee Organization and shall notify them seven (7) calendar days in advance prior to the establishment of new classifications in the bargaining unit.

Section 14.3. 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.

## **ARTICLE 15 - DUES CHECKOFF**

Section 15.1. 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 their 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 employee, which written order shall be terminable at any time by the employee giving at least thirty (30) days written notice of such termination to the Employer and Employee Organization. In all cases where deductions are made, the dues for each month shall be deducted by the 10th of the month. The Employee Organization shall notify the Employer in writing of the exact amount of such regular membership dues to be deducted at least two (2) weeks prior to the date upon which the affected payroll is to be issued.

Section 15.2. The Employee 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 15.

## **ARTICLE 16 - MISCELLANEOUS**

Section 16.1. Work Rules. The Employer or designee will provide members of the bargaining unit with written work rules, and whenever practicable will provide five (5) calendar days written notice of any change in these work rules. Employees will be provided notice of how to access copies on a shared drive of any new or revised work rules within the five (5) day period.

Section 16.2. Evaluation Procedures. Employees will be evaluated by the Employer at such frequency as the Employer may determine, but not less than annually. Evaluation reports shall not cover more than twelve (12) months prior to the date of evaluation. All evaluation reports will be placed in the employee's personnel file, and the employee will be furnished with a copy of all reports. The employee has a right to respond in writing to this performance evaluation, and such response shall become a part of the evaluation report. An unsatisfactory performance evaluation may be subject to the grievance procedure.

Section 16.3. 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 folder as long as the information referred to remains a part of the file. It is emphasized however, that this paragraph does not apply to investigatory files. All personnel files shall remain in the custody of the Human Resources Director.

Section 16.4. Visitation. The Business Representative or Officers of the Association, who have been previously identified by the Union to the County Sheriff, will be permitted to visit jobs in non-restricted areas to ascertain that this Agreement is being complied with. The above officials are not to interfere with the Employer's operations. They will first obtain permission from the Sheriff or his designee to visit the job site. Such permission shall not be unreasonably denied.

Section 16.5. Bulletin Boards. The Employer shall provide a portion of the bulletin boards, accessible to the work sites, for official Employee Organization notices which shall apply only to Scott County employees and for the purpose of posting seniority lists. The Employer shall not remove material from the portion of the bulletin boards designated for the Employee Organization use, unless such material is partisan, political, or defamatory in nature.

Section 16.6. Indemnification. The Employer recognizes its responsibility to defend and indemnify its employees in accordance with Chapter 670 of the Code of Iowa.

Section 16.7. Bonds. It is further understood and agreed that should the Employer require an employee to give bond, same shall be furnished, and the Employer shall pay the premium.

Section 16.8. Inclement Weather. In the event that an employee is required to work when operations of the County have been officially curtailed due to inclement weather, the employee will be compensated at their regular straight time hourly rate or receive compensatory time for the same number of hours of paid leave received by the

employee who is allowed to be off work because of the curtailed operations.

## **ARTICLE 17 - CORRECTIVE AND DISCIPLINARY ACTION**

Section 17.1. Disciplinary action may be taken against an employee only for proper cause, and shall be subject to the grievance procedure. Although a system of progressive corrective action will be followed when appropriate (i.e. verbal warning/cautionary notice, written warning, suspension without pay, and discharge), the Employer is not precluded from initiating any of the above disciplinary measures on the more serious first offenses.

Section 17.2. Corrective Action. Verbal warnings or written cautionary notices may precede formal discipline whenever, in the judgment of the supervisor, an infraction is readily correctable and is of lesser consequence. All corrective actions should be thoroughly documented in writing appropriate to the infraction committed, with reasonable time allotted for improvement and subsequent review. Corrections and suggestions are to be made in a constructive manner.

Section 17.3. Disciplinary Action. Formal disciplinary actions will include written reprimand, suspension and/or dismissal. Normally, disciplinary action will be issued to the employee by his/her immediate supervisor, or by a higher-level supervisor within the department. Disciplinary action will be issued in a manner which will minimize embarrassment to the employee and, whenever possible, written notice of such action will be hand delivered to the employee by the supervisor.

Section 17.4. An investigation by the Employer into alleged employee misconduct or other activity that potentially could result in disciplinary action shall be made known to the employee no later than ten (10) days after the date the Employer becomes aware of the alleged infraction.

Disciplinary action shall be initiated no later than twenty (20) days after the date the Employer becomes aware of the alleged infraction.

In the event the employee is on leave of absence (paid or unpaid) on the date the Employer becomes aware of the alleged infraction, the time limits specified in this section shall be extended until the employee returns to work.

An extension of the time limits specified in this section may be allowed by mutual agreement between the Employer and the Employee Business Representative and may not be unreasonably denied. The timeline requirements in this section may be extended in the event of a related criminal investigation.

An employee under investigation will be allowed a steward, when requested.

Section 17.5. The employee's steward will be promptly furnished with a copy of a notice to any bargaining unit employee which relates to a cautionary notice, written

reprimand, suspension or dismissal. This copy will be delivered to the steward electronically no later than one (1) working day after the employee is notified.

Section 17.6. A reprimand that has been on file for a period of one (1) year without an intervening disciplinary action shall not be used for future disciplinary action unless a pattern of similar behavior has been established or like work rule violation has occurred. Any reprimand or suspension relating to discrimination, harassment, or workplace violence may be used in future disciplinary proceedings against the employee; regardless if a pattern of similar behavior is established.

Upon reasonable request during regular business hours, an employee shall be permitted access to review his/her personnel file in the Human Resources Department. Complaints (including inmate complaints) shall not be placed in the employee's personnel file unless the employee received disciplinary action in relation to the complaint. Complaints against an employee will be submitted on a form specifically designed for that purpose.

Section 17.7. Any grievance related to the suspension or discharge of an employee shall commence at Step 3 of the grievance procedure, and must be filed in writing no later than five (5) working days following the employee's receipt of written notice of such disciplinary action. In case of a discharge, the action will not take effect until the Employer has notified a representative of the Employee Organization.

## **ARTICLE 18 - PROMOTIONS AND TRANSFERS**

Section 18.1. When new jobs are created, or when management desires to fill true vacancies, a notice of such vacancies shall be posted on the staff bulletin boards for five (5) working days, excluding days of posting. This posting shall be waived if a posting has occurred for the same position within the previous 60 days. Notice also will be provided to the appropriate union steward. Notices shall include a brief description of the duties of the position, qualification requirements, its pay range, and duty location. Employees interested in transferring to an existing vacancy shall submit an application to Human Resources via the internet. It will be the discretion of the Employer as to whether or not to fill a vacancy, and what means of recruitment to employ. The Employer shall attempt to fill all vacancies with employees possessing the best qualifications and greatest potential. If more than one (1) employee applies for a transfer or promotion, and all other qualifications, including, but not limited to: ability, previous related experience, and/or training are equal, relative seniority may be considered as a distinguishing qualification.

Section 18.2. The rate of pay for an employee selected to fill a vacancy shall be determined as follows:

A. If promoted to a position having a higher pay range the employee's rate of pay, if possible, will be set at the step in the new pay range which affords an increase equivalent to a full step in that range (A full step in the new range is equivalent to an

average of all step increases within the new range). If this is not possible, the pay will be set at the top step on the new pay range.

B. The effective date of the promotion or demotion will be the same as the original date of hire for determining future step increases.

C. If the change is to a position with a lower pay range, the employee will start at the step in the new pay range equivalent to their years of service.

Section 18.3. Employees transferred to a non-supervisory position will be considered to be in a probationary status for a period of six (6) months. During this period, the Employer shall have the right to return the employee to the position from which transfer was made if the employee fails to perform satisfactorily. Employees promoted to supervisory positions from positions in the bargaining unit will be considered to be in a probationary status for six (6) months, and during this period the Employer shall have the right to return the employee to the position from which transfer was made if performance is unsatisfactory. The employee may request return to the bargaining unit from a supervisory position, and such request shall not be unreasonably denied. In either event, the return to the bargaining unit shall be without loss of seniority.

Section 18.4. The Employer shall have the right to temporarily transfer employees from one job to another when deemed necessary. If the temporarily transferred employee is fully performing the duties of a position with a higher pay range than his/her position for more than forty (40) hours during the contract year, the employee shall be paid at the same rate of pay, starting with the forty-first (41st) hour, that he/she would have been paid if promoted to that position. The minimum increment of time applied to these 40 hours shall be three (3) hours in any one eight (8) hour shift. Only work performed at the direction of the Corrections Captain shall be credited toward this 40 hour provision. Temporary assignments to higher level position of three (3) hours or more shall be recorded on the duty roster. The provisions of this section do not apply to employees classified as Correction Officer (Trainee) while in the process of acquiring experience preliminary to advancement to the Correction Officer position. Nothing contained in this Section shall prevent the Employer from temporarily filling a posted vacancy until it is determined whether there are applicants with the ability and qualifications to satisfactorily perform the work involved, or from offering the posted vacancy to a qualified employee who did not apply for the job where no qualified employee has bid on the job, as provided above, or from hiring a new qualified employee for the vacancy if there are no applicants during the period of posting of if none of the applicants has the qualifications and ability to perform satisfactorily the work involved. There shall be no temporary appointment for longer than one hundred twenty (120) days unless mutually agreed.

Section 18.5. An employee meeting the experience and performance requirements for Correction Officer shall not be denied promotion because of failure to meet training requirements, if this deficiency has been brought about by management's failure to schedule such training. Employees will be promoted from Correction Officer Trainee to Correction Officer on completion of twelve (12) months at a satisfactory performance



level and completion of prescribed training.

Section 18.6. An employee of the Jail who has completed the training requirements for Correction Officer while working in another position (e.g. Cook, Jail Custodian), and who subsequently is promoted to the position of Correction Officer Trainee, will be promoted from Correction Officer Trainee to Correction Officer on completion of six (6) months at a satisfactory performance level.

Section 18.7. Special Programs. Employees hired under programs involving Federal and State grants shall be afforded the rights and benefits as stated in the grant guidelines and upon appointment as full-time County employees shall be afforded seniority status as of their original date of hire.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

Section 19.1. 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 19.2. 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 Corrections Captain or his/her designee 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 of the procedure will 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 to the Jail Administrator, citing specific provisions of the Agreement allegedly violated within seven (7) calendar days following the oral discussion. If the aggrieved employee is under the Jail Administrator's jurisdiction, the written grievance shall be submitted to the Jail Administrator. On or before the fifth working day following receipt of the written grievance, the appropriate officials will answer the grievance in writing.

**Step 3.** If the answer in Step 2 fails to resolve the grievance, the aggrieved employee shall submit the written grievance to the Sheriff or the individual acting on his behalf within seven (7) calendar days following receipt of the Step 2 answer for his consideration. On or before the fifth working day following receipt of the grievance, the Sheriff, or the individual acting on his behalf, shall answer the grievance in writing.

**Step 4.** If the Sheriff's or his designee's answer in Step 3 fails to resolve the grievance, upon recommendation of the aggrieved employee, the Employee Organization shall refer the grievance to the County's Human Resources Director within seven (7) calendar days of the receipt of the Step 3 answer. Within fifteen (15) working days following the HR Director's receipt of the written grievance, both a meeting shall have been held between the HR Director and a representative of the Employee Organization, and the HR Director shall have answered the grievance in writing with

copies to the grievant and the Employee Organization. The HR Director and the Employee Organization shall cooperate in the scheduling of their meeting so that the same may precede the deadline for the HR Director to issue a final answer by a minimum of ten (10) working 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 any step or the scheduling of an arbitrator following the Step 4 answer. If the grievance mediation is not successful and the Employer has not answered the grievance at the applicable step the Employer's answer will be provided within ten (10) calendar days of the mediation.

Section 19.3. If a grievance is not presented within any of the time limits specified in the steps set forth above and Article 20, it shall be considered waived and the Employer's last answer shall be final and binding. Time limits may be extended by mutual agreement.

## **ARTICLE 20 - GRIEVANCE ARBITRATION**

Section 20.1. Any grievance not settled to the satisfaction of the Employee Organization in Step 4 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 on which the HR Director issued a final answer in the fourth step of the grievance procedure.

Section 20.2. 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) working days to select an arbitrator, or to request of the Iowa Public Employment Relations Board or the Federal Mediation and Conciliation Service that it furnish a list of five (5) arbitrators from which the parties shall select one (1) arbitrator. If within seven (7) calendar days following receipt of the list of arbitrators a selection has not been made, the Employer and the Employee Organization shall determine by lot which of the parties shall remove the first name from the list submitted. The parties shall alternately strike names until only one name remains. The person whose name remains shall become the arbitrator.

Section 20.3. The fee and expenses of the arbitrator will be shared equally by the parties. Each party shall pay its own costs 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 21 - LAYOFF AND RECALL**

Section 21.1. The Employer has the discretion to determine the necessity for and implementation of a layoff in the work force. If such is deemed necessary, it will be administered according to seniority within the job classification affected. All temporary, part-time and probationary employees working in the affected classification will be laid off prior to the termination of a non-probationary employees. Except in cases of emergency, written notice of layoff will be given at least fourteen (14) calendar days in advance of the layoff.

Section 21.2. If an employee is designated for layoff, he/she may be eligible to exercise "bumping" rights within the bargaining unit. "Bumping" rights may be exercised to another position, provided all of the following conditions are met:

A. Position has an equal or lower pay classification than that held by the employee who is exercising seniority rights to "bump".

B. Employee exercising these rights must be fully qualified to perform the duties of such position.

C. Position is held by a less senior employee. If more than one position meets the above conditions, the laid off employee has "bumping" rights only to the position which will offer the most favorable pay situation. If more than one position is determined to offer a "most favorable" pay situation, the laid off employee will be entitled to the position held by the least senior employee.

Section 21.3. An employee to be recalled from a layoff shall be so notified as far in advance as possible by certified mail, return receipt requested, mailed to his last address as shown on the Employer's record. Any employee so recalled must return within seven (7) consecutive calendar days after receiving such notice, or at the time and date indicated in the notice, whichever is later. Any employee failing to do so shall automatically lose his/her seniority rights and shall be terminated. An employee shall be considered as having received notice of the recall as of the date such notice is delivered to his last known address. It is the employee's responsibility to keep the Employer informed of his current address and phone number. Employees on layoff shall be recalled in order of their seniority, prior to hiring of new employees in their affected classification. Employees will not be eligible for recall after they have been in layoff status for more than eighteen (18) months from the date of layoff. Probationary, part-time and seasonal employees have no recall rights.

## **ARTICLE 22 - NON-DISCRIMINATION**

Section 22.1. The Employer and the Employee Organization agree to cooperate fully to assure that there will be no unlawful discrimination against any employee because of race, creed, color, religion, national origin, physical handicap, age, sex, sexual orientation, union affiliation or non-affiliation or other federal or locally protected classes.

Section 22.2. 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 Relations Board (PERB), or other similar agencies.

Section 22.3. Whenever language in this Agreement refers to the male gender it shall also mean the female gender.

## **ARTICLE 23 - TRAINING**

Section 23.1. The Employer shall provide each Correction Officer Trainee with eight (8) weeks of a training program within twelve (12) months of his/her entrance on duty. The training shall include adequate sessions to perform the duties of a corrections officer, maintain certification in first aid, CPR and specific training in crisis intervention. The Employer will comply with rules applying to jail facilities training, as regulated by the Code of Iowa.

Section 23.2. As an incentive for employees to acquire job-related training, the Employer will reimburse the employee for of tuition, books and/or laboratory fees upon satisfactory completion of a course, up to a maximum of \$1200 per contract year. To be eligible for this benefit, advance approval for taking the course shall have been granted by the Human Resources Director, the course shall have been taken on the employee's own time, and a passing grade of "C" or better must be documented to obtain 50% reimbursement or a passing grade of "B" or an "A" will receive 75% reimbursement. Other procedural issues shall be governed by the Scott County policy now in effect or as amended when the request is made.

### Section 23.3. Compensation.

A. An employee who participates in training sessions as required by the Employer shall be compensated at his/her applicable rate for such hours and shall have those hours considered as hours worked for determination of overtime pay.

B. It is agreed in as much as it is reasonably possible that the selection of employees for training pursuant to this provision shall be done by seniority, while giving consideration to the training needs of the employee, general performance, dependability and willingness to accept training assignments.

C. If the Employer requires an employee to participate in training sessions away from the normal duty station, the Employer shall pay all tuition costs and registration fees related to the training, and shall compensate the employee for scheduled work hours missed at his/her straight time hourly rate for travel time when necessary. The Employer shall either furnish a car or pay mileage expenses if the employee is required to travel more than fifty (50) miles to attend training sessions. The Employer shall pay meal and lodging expenses when appropriate in accordance with the travel rules and regulations of Scott County in affect at the time of the travel.

## ARTICLE 24 - SAFETY

Section 24.1. The Employer, the Employee Organization and the employees will comply with all applicable, Federal, State and local safety and health laws and the regulations issued thereunder.

Section 24.2. A safety committee shall meet quarterly, or more frequently if mutually agreed, to evaluate safety practices and make recommendations in writing to the Sheriff. The committee shall consist of one (1) member designated by the Sheriff and one (1) member designated by the Employee Organization. The parties may mutually agree to add the County's Risk Manager to the meeting. The Sheriff will reply in writing to the Committee as to the disposition of any recommendations.

Section 24.3. The matter of safety is a common concern, and to this end, the parties agree to use reasonable means to protect the health and welfare of all employees. Employees are required to report all working conditions they consider to be unsafe to their immediate supervisor or County Risk Manager.

## ARTICLE 25 - LABOR-MANAGEMENT COMMITTEE AND STEWARDS

Section 25.1. Employees selected by the Union to act as Union representatives shall be known as "Stewards". One steward shall be designated by the Union as the Chief Steward. The names of the employees so selected (including the alternates designated to act in their absence) and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the Local Union. The Local Union will also certify the names of the members, not to exceed three (3) in number, who will constitute the Union Committee for the purposes of Labor-Management meetings.

Section 25.2. Regular meetings of the Labor-Management Committee shall be held at least once each three (3) months at a mutually convenient time. Requests by either party to hold emergency meetings shall not be unreasonably denied. All time spent will be paid at the appropriate rate. Each party shall submit a written agenda to the other not less than two (2) work days prior to each meeting, setting forth the items it wishes to discuss at the meeting. All Labor-Management Committee meetings will be for the purpose of discussing and resolving matters pertaining to the administration of this Agreement, including safety and recommendations relating to job classifications, and the improvement of the relationship between the Employer, the Union, and the employees of the bargaining unit.

Section 25.3. When contract bargaining sessions between the Union and the employer are scheduled to take place during normal working hours, three (3) employees who are members of the Union's bargaining team shall be given such time off without loss of pay to attend these sessions. No employee, however, shall receive more than forty (40) hours pay at his/her straight time pursuant to this Section. The time off granted for bargaining purposes shall not be considered as hours worked for overtime eligibility.

## **ARTICLE 26 - INTERPRETATION OF AGREEMENT**

Section 26.1. This Agreement supersedes and cancels all previous agreement 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 26.2. 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 26 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.

## **ARTICLE 27 - SAVINGS**

Section 27.1. 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 and the parties shall enter into negotiations for the purpose of replacing only that portion that is held not in accordance with applicable law.

## **ARTICLE 28 - PERIOD OF AGREEMENT**

Section 28.1. This Agreement shall be effective as of the first day of July, 2012 and shall remain in full force and effect until 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 the period of negotiations and until notice of termination of this Agreement is provided to the other party as hereinafter provided.

Section 28.2. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date.

THIS AGREEMENT is executed as of \_\_\_\_ day of \_\_\_\_\_, 2012 to become effective as of the day and year first above written by the duly authorized representatives of the parties.

SCOTT COUNTY CORRECTIONS  
ASSOCIATION, CHAUFFEURS,  
TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238

SCOTT COUNTY BOARD  
OF SUPERVISORS

By:  
Gary Dunham  
Secretary/Treasurer

By:  
Tom Sunderbruch  
Chairman, Board of Supervisors

By:  
Jesse Case  
Business Representative

By:  
Dee F. Bruemmer  
County Administrator

By:  
Joel Serrano  
Negotiating Committee

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

By:  
Tim Jaques  
Negotiating Committee

By:  
Jill Niebuhr  
Human Resources Generalist

By:  
Jonathon Moore  
Negotiating Committee

By:  
Major Cliff Tebbitt  
Jail Administrator - Sheriff's Office

By:  
Lt. Maceo Jackson  
Sheriff's Office

By:  
Sgt. Jon Ronnebeck  
Sheriff's Office



Appendix A  
Healthy Lifestyles

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. Employees will be permitted during work hours 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 \$25 per month for single coverage. If an employee has a family dependent plan their premium will increase \$25 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 Employer 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.

**Appendix B**  
**Paid Time Off and Medical Leave Program**

**Scope:** This program applies to all employees in the Corrections Unit: Teamsters & Helpers Local 238. Whenever provisions of this program are in conflict with federal or state laws or regulations, the provisions of the laws or regulations shall prevail.

PTO is separate from the County's policies on bereavement leave, military leave, jury duty, investigative leave and holidays. In addition to the PTO program is a Medical Leave Bank, which may only be used for the employee's extended illness, injury, disability, hospitalization, the illness of the employee's immediate family (defined as spouse or legal dependent) or a qualifying event under the Family & Medical Leave Act (FMLA).

PTO is intended to be used for a variety of traditional types of time away from work, including vacation, illness, personal business, doctor appointments, family time, personal holidays and personal voluntary community service. "No fault" time away from work means that an employee does not have to designate the reasons for the scheduled absences being requested.

PTO Accrual Schedule: PTO shall be accrued on a bi-weekly basis and shall begin in the first full pay period following the employee's date of employment. PTO increases with service in accordance with the following schedule and is allocated accordingly on a bi-weekly basis.

**FOR EMPLOYEES WORKING 2184 HOURS PER YEAR/84 HRS PER PAY PERIOD /12 HOUR SHIFTS**

Years of Service	Bi-weekly/Annual paid time off eligibility
Less than 1 year	3.784 hrs bi-weekly = 98.4 hrs per yr
More than 1 year & less than 5	5.076 hrs bi-weekly = 132 hrs per yr
More than 5 years & less than 13	6.692 hrs bi-weekly = 174 hrs per yr
More than 13 years & less than 23	8.307 hrs bi-weekly = 216 hrs per yr
More than 23 years	9.923 hrs bi-weekly = 258 hrs per yr

**FOR EMPLOYEES WORKING 2080 HOURS PER YEAR/80 HRS PER PAY PERIOD/8 HOUR SHIFTS**

Years of Service	Bi-weekly/Annual paid time off eligibility
Less than 1 year	3.384 hrs bi-weekly = 88 hrs per yr
More than 1 year & less than 5	4.615 hrs bi-weekly = 120 hrs per yr
More than 5 years & less than 13	6.153 hrs bi-weekly = 160 hrs per yr
More than 13 years & less than 23	7.692 hrs bi-weekly = 200 hrs per yr
More than 23 years	9.230 hrs bi-weekly = 240 hrs per yr

A probationary employee is not eligible to receive reimbursement for accrued PTO upon terminating during his/her probationary period.

A bargaining unit employee in an unpaid leave status shall not accrue Paid Time Off. Changes in the bi-weekly PTO accrual rate shall become effective at the beginning of the pay period in which the anniversary date of the qualified employee falls.

HOLIDAYS: A bargaining unit employee on PTO leave when a holiday occurs shall receive holiday pay in lieu of PTO pay.

#### **REQUESTS FOR AND USAGE OF PTO:**

- A.** Other than for illness or emergency, time away from work should be scheduled by the employee and approved by the Sheriff's designee 7 working days in advance. The Sheriff's designee shall schedule vacation leaves with particular regard to the seniority of employees (by classification), providing operating efficiency is maintained, and insofar as possible, in accordance with the written request of the employee submitted prior to January 15<sup>th</sup> of each year. Operating efficiency will be established by management, in part, in the form of minimum staffing. Employees will have the right to scheduled PTO as long as their absence does not lower the staffing levels below the minimum staffing levels required. Employees who do not specify a vacation preference by January 15<sup>th</sup>, with concurrence of the Sheriff's designee, take their PTO at any time that does not conflict with the previously approved schedule. These later requests shall be approved or disapproved by February 1, or within seven calendar days after their receipt, whichever is later. The Sheriff's designee reserves the right to limit the duration of any one period to three weeks. Requested PTO shall not be unreasonably denied.
- B.** When unscheduled absences are necessary, the employee shall notify his/her immediate supervisor 2 hours prior to the beginning of his/her scheduled reporting time. Failure to do so without a bona fide reason may result in the employee considered absent without leave and may be subject to disciplinary action. Examples of unscheduled absences include but are not limited to; working less than a full scheduled workday due to tardiness, leaving early without a written and approved time off request from at least the previous day, sickness, caring for sick family member, car trouble, or home emergency.
- C.** Unauthorized use of medical leave may result in loss of pay for the duration of the absence and may be considered grounds for disciplinary action. Unscheduled absences shall be addressed pursuant to County Policy DD.
- D.** Bargaining unit employees shall take scheduled PTO in increments of no less than 1 (one) hour unless the Sheriff's designee approves an exception. Any requests of 4 hours or less must be made for the start or end of the shift. All PTO will be paid at the employee's regular rate of pay.
- E.** An employee granted time off work must use any available PTO leave during the absence. If the reason for the employee's absence is due to personal illness, injury, disability or hospitalization, the employee must use PTO for the first two workdays of an

absence before accessing his/her medical leave bank. If the medical leave bank shall subsequently be exhausted, the employee must then use any remaining accrued PTO leave. Use of PTO and medical leave will run concurrently with an approved FMLA leave.

- F. An employee will continue to accrue PTO during a leave of absence as long as the employee is in a paid leave status.
- G. If an employee's accrued PTO days have been exhausted, additional time off will be unpaid and may be considered an unexcused absence and, if deemed appropriate, addressed with disciplinary action. An employee who exhausts available paid leave as the result of an approved FMLA shall not be subject to discipline for using unpaid leave during the remainder of his/her FMLA leave period.
- H. It is expected that the employee will manage his/her personal PTO hours considering the usage and annual PTO maximum implications.
- I. PTO will not be counted as time worked for purposes of calculating overtime pay.

**ACCUMULATION:** Upon attaining each anniversary date of employment, the accumulated PTO credit of an employee shall be reduced to twice the employee's annual rate of accrual assuming there is an excess accumulation in his/her account. Prior to the beginning of each fiscal year, the employee working 2184 hours may elect to have up to 100% of his/her accrued PTO leave hours transferred to his/her Medical Leave Bank and the employee working 2080 hours may elect to have up to 100% of his/her accrued PTO leave hours transferred to his/her Medical Leave Bank. The employee must notify the Auditor's Office, in writing, by no later than June 1<sup>st</sup> of this number or PTO hours to be transferred to his/her Medical Leave Bank on July 1.

**REIMBURSEMENT OF ACCUMULATED PTO LEAVE UPON SEPARATION:**

- A. Upon retirement or termination in good standing from County service, bargaining unit employees shall be paid for all accrued but unused PTO leave.
- B. Bargaining unit employees who are discharged for cause or who quit without a minimum of two weeks' notice shall forfeit their accrued PTO leave.

**MEDICAL LEAVE BANK:** The other portion of the PTO program for bargaining unit employees is the Medical Leave Bank. The Medical Leave Bank may only be used for the employee's extended illness, injury, disability or hospitalization or illness of the employee's immediate family (defined as spouse or legal dependent). Therefore, medical leave hours can only be drawn after two workdays of the absence for a medical condition under PTO, starting with the third workday of absence. Medical leave may also be used during the state mandated waiting period for a work related injury covered by the County's worker's compensation insurance carrier. A disability related to pregnancy will be treated like any other medical condition.

Employees who are scheduled to work 12 hour shifts/2184 per year will accrue Medical Leave Bank hours at the rate of 2.346 hours per pay period for a total of 61 hours annually.

Employees who are scheduled to work 8 hour shifts/2080 per year will accrue Medical Leave Bank hours at the rate of 2.461 hours per pay period for a total of 64 hours annually.

Employees may accumulate an unlimited amount of Medical Leave Bank hours. The employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence.

**REIMBURSEMENT OF ACCUMULATED MEDICAL LEAVE UPON RETIREMENT OR DEATH:**

Upon retirement in accordance with the provisions of the Iowa Public Employees Retirement System, or upon the death of an employee, the amount of wages due shall include all unused, accrued PTO credit. In which sixty (60%) percent of the value of the accrued PTO credit shall be paid into the employee's individual RHS account referenced in Section 9.3 of this agreement. The remaining forty (40%) percent shall be paid out on the final pay check. In the event of voluntary resignation, a notice which includes in duration two (2) full regularly scheduled work weeks for that employee shall be given the Sheriff in writing before unused PTO allowances can be included in the amount of wages due and such person shall remain in active employment during those regularly scheduled work weeks immediately prior to the actual termination of employment. The Employer retains the right to waive this two (2) week notice requirement.