

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SCOTT COUNTY, IOWA

AND

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL 238

Effective July 1, 2023 - June 30, 2026

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THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into to become effective on the 1st day of July, 2023, 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 schedule and will apply to all bargaining unit personnel assigned to the designated classifications with continuous service. On July 1, 2023, 3% GWI is reflected with wage re-opener on July 1, 2024 and July 1, 2025.

July 1, 2023 3% GWI

Salary range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
SO 10; Corrections Officer										
	\$22.96	\$23.88	\$24.83	\$25.83	\$26.86	\$27.93	\$29.05	\$30.21	\$31.42	\$32.68

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
18: Corrections Custodial Officer; Corrections Food Service Officer														
	\$18.89	\$19.36	\$19.85	\$20.34	\$20.86	\$21.37	\$21.91	\$22.45	\$23.02	\$23.59	\$24.18	\$24.79	\$25.41	\$26.04

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

Section 1.3. Employees will advance annually through the ten or fourteen steps on their anniversary date unless they receive an overall performance rating of less than 3.0. 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). If an employee successfully completes their PIP in six (6) months they will be eligible to receive the missed step at that time.

Section 1.4. The pay of new hires or rehires will be set at the first step of the appropriate classification.

Section 1.5. Employees promoted to a higher job classification will be placed on the first step of the new classification or at a step in the new classification of five (5%) percent above their current rate, whichever is greater, providing it does not exceed the maximum of the new pay range. If an employee is promoted or demoted during the term of this Agreement, regardless of his/her date of hire or rehire the effective date will now become

the employee's anniversary date.

## **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 based on regular work schedule of position.

Section 2.6. Except as provided in Article 9, 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. 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 2.10. 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 pay period.

Section 2.11. 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.

Section 2.12. 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 2.13. 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.

### **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 A.

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 (e.g. seven consecutive days not scheduled to work) shall have priority over any lesser requests, irrespective of seniority. However if a senior employee requests a recognized holiday off as PTO, every effort should be made to honor the request, even if it results in the denial of a less senior employee's full week request. The Sheriff, or authorized official, reserves the right to limit the duration of any one PTO period to three (3) weeks (e.g. twenty one consecutive days not scheduled to work). PTO leave requests

made after the annual pick shall be approved or disapproved by February 1, or within seven (7) calendar days after their receipt, whichever is later. Requests will be denied if employee hasn't accrued the necessary hours for approval, can resubmit after annual pick once they have the hours. Partial days cannot be submitted during annual pick.

Partial day requests shall be made thirty (30) days or less in advance and approved or denied as staffing permits, but no later than 48 hours in advance. Full shift requests later reduced to partial day shall be modified no later than seven (7) days in advance. A supervisor may waive timelines for "day of" requests if operations warrant. Requests shall not be unreasonably denied.

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. 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 8.3 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 thirteen (13) consecutive pay periods, and who use no more than six (6) hours (for 8 hours shift employees) or nine (9) hours (for 12 hours shift employees) of unscheduled PTO or any FML leave during this period, will be entitled to a one (1) day PTO "bonus" equal to the regularly scheduled work hours for their position. In no event would an employee receive more than two (2) PTO "bonus" days during twenty-six consecutive pay periods.

## ARTICLE 6 - HOLIDAYS

Section 6.1. 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): Martin Luther King Day; 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 One (1) Floating Holiday. After ten (10) years of service employees shall receive an additional floating holiday on the following July 1<sup>st</sup>; for a total of 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 6.2.

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 voluntarily works or forced to extend their regular shift (mandatory overtime) hours for 1-4 hours on a scheduled holiday 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 6.3. 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 6.4. 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 6.5. 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 a scheduled PTO or on extended medical leave, 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. In the event someone is late to work, a minimum of eight (8) hours of the regular shift must be worked to be eligible for holiday pay.

## **ARTICLE 7 - UNPAID LEAVES OF ABSENCE**

Section 7.1. Regular full-time employees shall be eligible for unpaid leaves of absence after completion of six (6) months of employment.

Section 7.2. 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 7.3. If the employee does not return to work upon expiration of the employee's unpaid leave of absence, that employee shall be terminated.

Section 7.4. Upon return from an unpaid leave of absence, the employee shall return to the same job which leave was originally taken, provided the employee remains qualified 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 no longer qualified 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 7.5. 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.

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

Section 8.1. 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, i.e. released no later than midnight.

Section 8.2. Military Leave. Employees shall be granted military leave in accordance with Section 29A.28 of the Code of Iowa.

Section 8.3. 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 A. 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, physician's 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 per County policy to their individual RHS account.

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 8.4. 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.

Section 8.5. 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 one (1) additional day in the event if long distance (beyond 350 miles) 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 9 - OVERTIME**

Section 9.1. 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 9.2. 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 9.3.

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 and not on restricted duties.

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 a sixteen (16) hours shift shall not be assigned forced overtime in the preceding or next 24 hours. 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 9.4. 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 entity. 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.

An employee may accrue up to sixty (60) hours of compensatory time at any time in refillable bank, however may only accrue a total of one hundred and twenty (120) hours in a fiscal year.

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 9.5. 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 9.6. 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 13, Section 1.

## **ARTICLE 10 - SENIORITY**

Section 10.1. 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 10.2. 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 10.3. 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 10.4. 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 10.5. 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 10.6. 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 10.7. 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 10.8. FTO and Light Duty assignments will maintain priority over overtime seniority.

## **ARTICLE 11 - JOB CLASSIFICATIONS**

Section 11.1. 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 11.2. 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 11.3. 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 12 - MISCELLANEOUS**

Section 12.1. 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 12.2. 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 12.3. 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 12.4. 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 12.5. Indemnification. The Employer recognizes its responsibility to defend and indemnify its employees in accordance with Chapter 670 of the Code of Iowa.

Section 12.6. 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 12.7. Civilian clothing that may be damaged during the performance of the employee's assigned duties will be repaired or replaced, or he/she may consult with the Risk Manager regarding any reasonable reimbursement.

Section 12.8.

A. In the event of the loss or destruction of, or damage to, an employee's eyeglasses or watch while performing assigned duties, may consult with the Risk Manager regarding any reasonable reimbursement.

B. 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 12.9. 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.

**ARTICLE 13 - CORRECTIVE AND DISCIPLINARY ACTION**

Section 13.1. 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 13.2. Corrective Action. Written cautionary letters 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 13.3. 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 13.4. The Employer shall comply with Iowa Code Section 80F.1 when a formal administrative investigation is being conducted by the Employer. A “reasonable period of time” under Iowa Code Section 80F.1(3) shall mean 30 days.

An extension of 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 13.5. The employee's steward will be promptly furnished with a copy of a notice to any bargaining unit employee which relates to a cautionary letter, 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 13.6. 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 13.7. 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 14 - GRIEVANCE PROCEDURE**

**Section 14.1.** 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 14.2.** 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 14.3. 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.

Section 14.4 Grievance discussions or investigations may be held during working hours (typically the first or last 30 minutes of the shift) when they will not interfere with operations. Employees shall be released from duty without loss of pay for such purposes, only when notifying and receiving permission from the Sergeant. Notification to the Sergeant shall allow sufficient time to permit adjustments to the work schedules.

## **ARTICLE 15 - GRIEVANCE ARBITRATION**

Section 15.1. 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 15.2. 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 beginning with the Employee Organization making the first strike on the list. The parties shall alternately strike names until only one name remains. The person whose name remains shall become the arbitrator.

Section 15.3. 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 16 - NON-DISCRIMINATION**

Section 16.1. 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 16.2. 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 16.3. Whenever language in this Agreement refers to the male gender it shall also mean the female gender.

## **ARTICLE 17 - TRAINING**

Section 17.1. 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 17.2. 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 18 - SAFETY**

Section 18.1. 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 18.2. 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 18.3. 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 19 - LABOR-MANAGEMENT COMMITTEE AND STEWARDS**

Section 19.1. 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 19.2. 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 19.3. 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 20 - INTERPRETATION OF AGREEMENT**

Section 20.1. 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 20.2. 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 21 - SAVINGS**

Section 21.1. 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 22 - PERIOD OF AGREEMENT**

Section 22.1. This Agreement shall be effective as of the first day of July, 2023 and shall remain in full force and effect until the 30th day of June, 2026. 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, 2025. If either party desires to begin negotiations to modify this Agreement, such negotiations shall begin within thirty (30) days after recertification, 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 22.2. 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 10<sup>th</sup> day of February, 2023 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


By:   
Scott Puntene  
Business Representative

By:   
Summer Bawden  
Negotiating Committee

By:   
Shane Glew  
Negotiating Committee

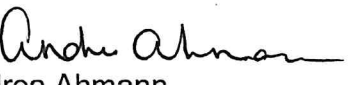
By:   
Jeff Somers  
Negotiating Committee

SCOTT COUNTY BOARD  
OF SUPERVISORS

  
By: Ken Beck  
Chairman, Board of Supervisors

By:   
Mahesh Sharma  
County Administrator

By:   
Vanessa Wierman  
Human Resources Director

By:   
Andrea Ahmann  
Human Resources Generalist

By:   
Major Bryce Schmidt  
Sheriff's Office

By:   
Captain Stefanie Bush  
Sheriff's Office



By:   
Lt. Jon Ronnebeck  
Sheriff's Office

**Appendix A**  
**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 12	6.692 hrs bi-weekly = 174 hrs per yr
More than 12 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 prior to 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, home emergency, or accepting an overtime assignment then cancelling two (2) or more times in a six (6) month period. When an employee indicates they are going to be tardy (i.e. late for their scheduled shift) requiring another employee to be held over, the held over employee shall be released from duties when the tardy employee arrives.
- 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 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. Management/HR/Union may jointly agree that an individual with a catastrophic illness that is making an effort to work intermittently may access the Medical Leave bank for medical appointments after drawing the two workdays

of absences.

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.

## Appendix B

### Side letter of Understanding For Period 07/01/2019 - 06/30/2022

*The parties agree that the Correctional Officers for the term of this agreement will work the Sergeant's work schedule in effect December 31, 2012.*

#### 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 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 Appendix B Section A 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, Release 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.