

SCOTT COUNTY

COLLECTIVE BARGAINING AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into to become effective on the 1st day of July, 2006, 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. 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. In addition, employees in steps 5, 6 and 7 will be reinstated in the correct step for their years of service.

EFFECTIVE 7-1-06 (3.25% GWI)

EFFECTIVE 7-1-07 (3.25% GWI)

EFFECTIVE 7-1-08 (3.25% GWI)

EFFECTIVE 7-1-09 (3.25% GWI)

EFFECTIVE 7-1-10 (3.5% GWI)

EFFECTIVE 7-1-11 (3.5% GWI)

Section 2. In the absence of a change in jobs, no employee shall have an existing rate of compensation reduced.

Section 3. Advancement to Steps 2, 3, 4, and 5 of the schedules shall be contingent upon satisfactory performance, based on established standards. In the event a step increase is to be withheld, a meeting between the Employee Organization Representative, the Human Resources Director and the Department Head will be held in advance of the withholding action. The granting of a step increase shall not be delayed more than thirty (30) days without mutual agreement of the Employer and the Employee Organization. Should it be determined at a future date that the step increase was improperly withheld, the increase will be granted retroactive to the original due date.

Section 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 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 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. 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 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 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 5. The regular work day or shift shall consist of eight or twelve consecutive hours.

Section 6. Except as provided in Article 11, Section 6, the meal period as established and posted by the Employer shall be approximately in the middle of the shift, shall be unpaid and not more than one (1) hour 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.

Section 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 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 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 May 1 and November 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 July and January 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 May 1st:

Booking, ID, Court Runner, Support Services.

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.

Section 10. Qualified correction officers may volunteer or request to be assigned to individual post assignments. So far as practicable the Employer may rotate these assignments among qualified interested correction officers as long as court mandated and legal considerations are met. 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 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.

ARTICLE 3 - NO STRIKE - NO LOCKOUT

Section 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 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 1. The Sheriff shall retain the sole right and authority to operate and direct the affairs of the Sheriff's Department in all its various aspects, including but not limited to, all rights enumerated by Section 7 of the Public Employment Relations Act and all rights and authority exercised by the Sheriff prior to the execution of this Agreement. Among the rights retained by the Sheriff are the right to direct the working forces; to plan, direct and control all the operations and services of the Sheriff's Department; to schedule and assign work; to establish normal work hours; to assign overtime; to determine the methods, means, organization and number of personnel by reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement or the Code of Iowa.

ARTICLE 5 - VACATIONS

Section 1. Regular full-time employees in active employment shall accrue annual vacation leave credit, prorated on a pay period basis. Annual vacation shall be accrued as follows for employees regularly scheduled to work 80 hours in a pay period.

- A. Vacation will be accrued at the rate of forty-eight (48) hours per year during the first year of employment, subject to the provisions of Section 9 of this Article.
- B. After the first year, regular full-time employees in active employment shall accrue vacation

leave credit at the following annual rates:

Less than five years of continuous employment - 80 hours

Five years, but less than thirteen years - 120 hours

Thirteen years, but less than twenty-three years - 160 hours

After twenty-three years - 200 hours.

Annual vacation shall be accrued as follows for employees regularly scheduled to work 84 hours in a pay period.

A. Vacation will be accrued at the rate of 50.4 hours per year during the first year of employment, subject to the provisions of Section 9 of this Article.

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

Less than five years of continuous employment - 84 hours

Five years, but less than thirteen years - 126 hours

Thirteen years, but less than twenty-three years - 168 hours

After twenty-three years - 210 hours.

Section 2. Part-time employees shall receive vacation 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 vacation.

Section 3. That part of the prorated vacation credit to which an employee is entitled under (A) and (B) above, shall be accumulated into the account of the employee at monthly, or at the option of the Employer, more frequent intervals. Thereupon, it is available for use by the employee at any time after completion of six (6) months of employment, subject to the provisions on scheduling of same. Upon attaining each anniversary date of employment, the accumulated vacation leave credit of an employee shall be reduced to twice the employee's new annual rate of accrual, assuming there is an excess accumulation in his/her account.

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

Section 5. The Sheriff, or the authorized official, 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 May 15th of each year. 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 who do not specify a vacation preference by May 15th may, with the concurrence of the Sheriff or the authorized official, take their vacation at any time that does not conflict with the previously approved schedule. These later requests shall be approved or disapproved by June 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 vacation period to three (3) weeks.

Section 6. On June 1st of each year, the approved vacation 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 vacation, the employer and the affected employee will endeavor to reschedule such vacation at a mutually agreeable time providing operating efficiency is maintained.

Section 7. In the event of the death or retirement of an employee, the amount of wages due shall include all unused, accrued vacation credit. In the event of voluntary resignation, a notice which includes in duration two (2) full regularly scheduled work weeks for that employee shall be given the Sheriff in writing before unused vacation 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 8. 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 vacation pay. A discharge for any other reason shall entitle the discharged employee to receive as wages due, all unused, accrued vacation credits.

Section 9. Vacation leave shall be paid at the employee's straight time rate or rates of pay in effect during the vacation period.

Section 10. Regular full-time employees who are in a non-pay status for more than one-half the scheduled hours in an accrual period will not accrue vacation leave credits for that period.

Section 11. 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) sick leave usage during any such period, will be entitled to a one (1) day vacation "bonus". The use of up to six (6) hours of sick leave during a consecutive 13 week pay periods will not disqualify an employee from receiving a vacation day "bonus".

ARTICLE 6 - INSURANCE

Section 1. The Employer agrees to provide the following coverage, or to reestablish similar benefits on behalf of regular full-time employees and regular part-time employees scheduled to work 1,040 hours or more annually:

A. Comprehensive Medical Insurance Benefit Plan

B. Dental Plan

C. Vision Plan

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 increases as follows:

- After July 1, 2006: 60/40 (60% employer / 40% employee)
 - After July 1, 2007: 60/40 (60% employer / 40% employee)
 - After July 1, 2008: 60/40 (60% employer / 40% employee)
 - After July 1, 2009: 60/40 (60% employer / 40% employee)
 - After July 1, 2010: 60/40 (60% employer / 40% employee)
 - After July 1, 2011: 60/40 (60% employer / 40% employee)
- A cap of a 10% increase is binding for each year listed above.

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

Section 4. An employee will be allowed to purchase the County health insurance plan upon retirement, at the cost of the full premium, as per COBRA and State Law.

In addition to the above, effective July 1, 1996, the County will offer the option of a managed care plan which shall combine medical, dental and vision coverage. Election of this plan shall be voluntary.

ARTICLE 7 - HOLIDAYS

Section 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 which they would normally work:

	<u>2006-07</u>	<u>2007-08</u>
Independence Day	07/04/06	07/04/07
Labor Day	09/04/06	09/03/07
Veteran's Day	11/11/06	11/11/07

Thanksgiving Day	11/23/06	11/22/07
Day After Thanksgiving	11/24/06	11/23/07
Christmas Eve Day	12/24/06	12/24/07
Christmas Day	12/25/06	12/25/07
New Year's Day	01/01/07	01/01/08
Memorial Day	05/28/07	05/26/08
	<u>2008-09</u>	<u>2009-10</u>
Independence Day	07/04/08	07/04/09
Labor Day	09/01/08	09/07/09
Veteran's Day	11/11/08	11/11/09
Thanksgiving Day	11/27/08	11/26/09
Day After Thanksgiving	11/28/08	11/27/09
Christmas Eve Day	12/24/08	12/24/09
Christmas Day	12/25/08	12/25/09
New Year's Day	01/01/09	01/01/10
Memorial Day	05/25/09	05/31/10
	<u>2010-11</u>	<u>2011-12</u>
Independence Day	07/04/10	07/04/11
Labor Day	09/06/10	09/05/11
Veteran's Day	11/11/10	11/11/11
Thanksgiving Day	11/25/10	11/24/11
Day After Thanksgiving	11/26/10	11/25/11
Christmas Eve Day	12/24/10	12/24/11
Christmas Day	12/25/10	12/25/11
New Year's Day	01/01/11	01/01/12

Memorial Day

05/30/11

05/28/12

Two (2) "floating holidays"

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. If agreement cannot be reached by February 1st, the Sheriff or designee may schedule unused floating holidays unilaterally. Floating holidays shall not be contiguous to any of the above holidays, and 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. If due to pressing workload, the Sheriff or designee is unable to schedule a floating holiday during the contract year, the employee will be paid for (8) hours at his/her straight time rate in lieu of this holiday for employees regularly scheduled to work 80 hours in a pay period. 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.

All other employees will follow County observed holidays.

Section 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 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 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 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 1. Regular full-time employees shall be eligible for unpaid leaves of absence after completion of six (6) months of employment.

Section 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 one (1) year will not be granted.

Section 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 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 5. An employee granted an unpaid leave of absence under this Article 8 shall not be eligible for fringe benefits, holiday pay, vacation credits, sick leave credits, or the recognition of seniority during the period of such leave.

Section 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 1. Jury Duty. Employees shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Such employees shall be paid their straight time hourly rate for all lost time up to (40) hours per work period for employees regularly scheduled to work 80 hours in a pay period. Employees regularly scheduled to work 84 hours in a pay period shall be paid their straight time hourly rate for all lost time up to 42 hours per work period. 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.

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

Section 3. Sick Leave. The following provisions shall control the accrual and use of sick leave:

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

B. Sick leave will be granted upon approval of the Sheriff or his designee for: disabling illness or injury; quarantine due to exposure to contagious disease; medical, dental or optical examination or treatment. Sick leave will not be granted in the event of absence resulting from illness or injury brought about by performance of duties on behalf of an employer other than Scott County.

C. If and whenever sick leave may appear to be abused, or where an employee consistently uses sick leave as it is accrued, the Employer shall have the right in all cases to require the employee to furnish a doctor's certificate verifying the inability of the employee to perform the duties as required. The County reserves the right to call at home any employee who is absent from work due to illness or injury if the employee is showing a pattern of constant sick leave use, or misuse of sick leave benefits. Before doing so, the County will first counsel the employee regarding his/her absentee problem. Abuse of sick leave privileges shall constitute grounds for disciplinary action, including dismissal.

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

E. No employee shall be entitled to paid sick leave in excess of the amount of such leave accumulated to the employee's credit. Sick leave shall not be taken in advance of being earned.

F. Employees regularly scheduled to work 80 hours in a pay period shall earn (4) hours of sick leave for each pay period they are on active pay status. Employees regularly scheduled to work 84 hours in a pay period shall earn 4.2 hours of sick leave for each pay period they are on active pay status. Part-time employees shall earn sick leave on the same basis, but prorated according to actual time worked in relation to a full-time employee and upon the condition that such part-time employee is scheduled to work one thousand forty (1,040) hours or more annually.

G. Sick leave shall accumulate without limit, but all rights to such accumulated sick leave shall terminate upon leaving County employment, except as provided in Section J below.

H. Employees carried on the records as "sick with pay" 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 "sick with pay" may have medical limitations which prevent the performance of normal duties but which do not necessarily restrict them to their homes. In such cases, the appropriate supervisor shall be notified in advance. Failure to follow the conditions of this section may be grounds

for the denial of sick leave.

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

J. Upon retirement in accordance with the provisions of the Iowa Public Employees Retirement System, or upon the death of an employee, the employee, or his/her next of kin, respectively, shall receive payment for fifty percent (50%) of the employee's accumulated sick leave hours in excess of 720 and up to a maximum accumulation of 1680 hours. Payment shall be 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).

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

L. The Board may, under extenuating and catastrophic circumstances, extend the sick leave of a regular full-time employee who has been currently employed for a minimum of one (1) year and who has exhausted sick leave and vacation 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 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 sick leave in an amount necessary to offset the difference in pay between worker's compensation benefits and the employee's normal pay. Provided, in no event will an employee receive a combination of worker's compensation benefits and sick leave pay in excess of his/her normal pay.

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

Section 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) days for a death in the immediate family. 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 or grandparent. Only days absent which would have been compensable work days will be paid. No payment will be made

during vacation, holidays, or any leave of absence. Payment shall be made on the basis of the employee's straight time rate or rates of pay in effect during the period of bereavement leave. The Sheriff or designee may, in his discretion, extend the period of paid leave for two (2) additional days in the event if long distance travel is involved, and grant an extended bereavement leave on an unpaid or earned vacation 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 vacation to attend the funeral of someone other than immediate family, as defined above.

ARTICLE 10 - FAMILY & MEDICAL LEAVE

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

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

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 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 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. Vacation, holidays and paid leaves of absence shall not count as time worked. Overtime shall not be paid more than once for the same hours worked. 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 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 four (4) hour increments 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 first four (4) hours of the affected shift and the employee from the next shift shall come in four (4) hours early to cover the second four (4) hours of the affected shift.

Except in emergency situations, any employee who has worked overtime within the past 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 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.

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.

Employees who have compensatory time accruals shall be eligible to specify that compensatory hours may be paid out. This request shall be made in writing to their supervisor, and shall be paid during the next full pay period that commences after the request is submitted. Employees may elect to have their compensatory hours paid out no more than twice in any fiscal year.

Section 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 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 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.

Section 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 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 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 dollars (\$100.00). 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. A uniform allowance of \$350 is set aside for each employee to furnish uniforms and shall be utilized according to prescribed departmental policies and procedures. In addition, a uniform maintenance allowance of \$75.00 shall be granted each year as a uniform cleaning allowance. This shall be paid in a lump sum payment issued the second paycheck in July.

Section 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 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 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.

ARTICLE 13 - SENIORITY

Section 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, but the same shall not be recognized during an employee's service in a probationary status.

Section 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 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 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, ie. 30 days or less, pursuant to Article 8 or Article 10.

Section 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 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 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.

ARTICLE 14 - JOB CLASSIFICATIONS

Section 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 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 3. Employees will be furnished with a copy of the job description covering the job classification to which he/she is assigned.

ARTICLE 15 - DUES CHECKOFF

Section 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 therefor 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 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 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. A copy of any new or revised work rules will be furnished to each employee within the five (5) day period.

Section 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 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 Sheriff or his Chief Deputy. The Jail Administrator shall be available to answer questions pertaining to this review.

Section 4. Visitation. The Business Representative or Officers of the Association, who have been previously identified by the Association 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 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 of job vacancies and 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 6. Indemnification. The Employer recognizes its responsibility to defend and indemnify its employees as a result of any tort for which they are held liable in accordance with Chapter 613A of the Code of Iowa.

Section 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 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 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, 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 2. Corrective Action. Written cautionary notices may precede formal discipline whenever, in the judgement 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 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 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 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's work station no later than one (1) working day after the employee is notified.

Section 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.

Upon reasonable request during regular business hours, an employee shall be permitted access to review his/her personnel file in the Sheriff's department. The Sheriff or his designee shall review with the employee any complaint (including inmate complaints) received against the employee that are to be placed in his/her personnel file and make known what the complaint is and who the complainant is. Complaints against an employee will be submitted on a form specifically designed for that purpose.

Section 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 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 (including the employee locker room in the Jail) 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 advise the Scott County Human Resources Office in writing. 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 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 nearest to, but not above, his/her current pay rate.

Section 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 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.

Section 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 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 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 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 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, 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 Employer's Chief Administrative Officer (CAO) within seven (7) calendar days of the receipt of the Step 3 answer. Within fifteen (15) working days following the CAO's receipt of the written grievance, both a meeting shall have been held between the CAO and a representative of the Employee Organization, and the CAO shall have answered the grievance in writing with copies to the grievant and the Employee Organization. The CAO and the Employee Organization shall cooperate in the scheduling of their meeting so that the same may precede the deadline for the CAO to issue a final answer by a minimum of ten (10) working days.

Section 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 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 Chief Administrative Officer issued a final answer in the fourth step of the grievance procedure.

Section 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 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 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 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 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 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, national origin, physical handicap, age, sex, union affiliation or non-affiliation.

Section 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 3. Whenever language in this Agreement refers to the male gender it shall also mean the female gender.

ARTICLE 23 - TRAINING

Section 1. The Employer shall provide each Correction Officer Trainee with forty (40) hours of orientation within twelve (12) months of his/her entrance on duty. During the first twelve (12) months of service as a Correction Officer, the employee shall be provided with a minimum of twenty (20) hours of job-related training, to include adequate sessions to maintain certification in first aid and CPR, as well as specific training in crisis intervention. The Employer will comply with rules applying to jail facilities training, as regulated by the Code of Iowa.

Section 2. As an incentive for employees to acquire job-related training, the Employer will reimburse the employee for 75% 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 Sheriff or his authorized representative, the course shall have been taken on the employee's own time, and a passing grade of "C" or better must be documented.

Section 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 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 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 Sheriff will reply in writing to the Committee as to the disposition of any recommendations.

Section 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.

ARTICLE 25 - LABOR-MANAGEMENT COMMITTEE AND STEWARDS

Section 1. Employees selected by the Union to act as Union representatives shall be known as "Stewards". One steward shall be designated by the Union as the Chief Steward. The names of the employees so selected (including the alternates designated to act in their absence) and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the Local Union. The Local Union will also certify 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 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 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 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 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 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 1. This Agreement shall be effective as of the first day of July, 2002 and shall remain in full force and effect until the 30th day of June, 2006. 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, 2005. If either party desires to begin negotiations to modify this Agreement, such negotiations shall begin within thirty (30) days after September 15, 2005, 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 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 March 12, 2002 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:
Larry Minard,
Chairman
Board of
Supervisors

By:
Andy Sullivan
Business
Representative

By:
Paul Greufe,
Assistant
County
Administrator

By:
LaMark Combs
Negotiating
Committee

By:
Jill Beitel
Human
Resources
Generalist

By:
Tim Jaques
Negotiating
Committee

By:
Mike Brown
Major, Scott
County
Sheriff's Office

By:
Trent Singleton
Negotiating
Committee

By:
Jerry Brundies
Support
Program
Lieutenant -
SCSO

By:
Mike Dierkes
Corrections
Sergeant -
SCSO