Hardin Co.	Teamsters #238 (Sheriff)	7/1/2004	6/30/2007

HARDIN CO. / TEAMSTERS #650 (SHERIFF) 04-07

AGREEMENT

THIS AGREEMENT made and entered into by and between HARDIN COUNTY SHERIFF'S DEPARTMENT, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL NO. 650, Mason City, Iowa, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "Union".

ARTICLE 1
INTENT AND PURPOSE

1.1 It is the intent and purpose of the parties hereto to set forth an agreement concerning rates of pay and other subjects of bargaining, to promote orderly and peaceful labor relations for the mutual interest of the County, its Employees, the Union, and the Public to the end that there will be no work slowdowns, stoppages, strikes, interruptions of work or other interference with the orderly, effective and efficient operation of the County's business, to assure the orderly, effective and efficient operation of the Sheriff's Department in order to provide for health, safety and welfare of the citizens of Hardin County, and to promote the prompt and efficient performance of work assigned to employees.

1.2 The parties recognize and declare the necessity of providing the most efficient and highest quality law enforcement services to the citizens and taxpayers of Hardin County.

1.3 The parties further recognize that the basic purpose of Hardin County is to operate and conduct County business, and that the Sheriff's Department is obligated to assist the County administration in keeping the County safe and functional.

ARTICLE 2
UNION CERTIFICATION

2.1 In Case Nos. 3444, 3567, and 3568, the Union was certified by the Iowa Public Employment Relations Board as the agent for certain employees of the Sheriff's Department:

> INCLUDED: All full-time and regular part-time Deputies, Dispatchers, and Jailers employed by the Hardin County Sheriff's Department.
>
> EXCLUDED: All elected officials, including the Sheriff, Chief Deputy, Sergeant, Jail Administrator, Office Manager, and all other supervisors and confidential employees, casual, part-time and on-call employees, all persons excluded by the Act, and all other persons employed by Hardin County, Iowa and its boards, commissions, agencies and departments.

2.2 Regular part-time employees hired prior to February 1, 1987, who are regularly scheduled to work a minimum of twenty (20) hours per week will be entitled to one-half (1/2) the benefits of a regular full-time employee provided for in this Agreement.

ARTICLE 3
COUNTY AND UNION RIGHTS AND RESPONSIBILITIES

3.1 The Union recognizes its responsibilities as the agent of certain employees and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the County must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, assumes responsibility for cooperating in the attainment of these goals and agrees: (a) that it will cooperate with the County and support its efforts to assure a full and fair day's work on the part of its employees; (b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the County; and (c) that it will earnestly strive to improve and strengthen good will between the County and its employees, and the public.

3.2 The Union recognizes the authority, powers, rights and prerogatives which belong solely, exclusively, and without limitation to the County, including, without limitation on the generality of the foregoing, the right to manage, operate and direct the affairs and operations of the County and the Sheriff's Department; to direct the work and the working forces; to maintain order and efficiency; to plan, direct and control all the operations and services of the Sheriff's Department; to schedule and assign work; to determine the size and location of the County's operations and to determine the type and amount of equipment to be used; to extend, maintain, curtail or terminate operations of the County; to determine methods and materials to be used, including the right to introduce new methods or facilities and to change or eliminate existing methods or facilities; to create, modify and terminate department, job classifications and job duties; to subcontract; to transfer and lay off; to discharge for cause; to determine the number of starting times of shifts, the number of hours and days in the workweek, hours of work, the number of persons to be employed at any time and establish their duties; and to make, implement, enforce and require employees to observe reasonable rules and regulations set forth by the County.

3.3 In addition to all authority, powers, rights and prerogatives of the County as set forth in Section 3.2 above, all of the authority, powers, rights and prerogatives the County had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control, except to the extent expressly limited by a specific provision of this Agreement.

3.4 The County will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the County's employees to refrain from Union membership. There shall be no unlawful discrimination by the County or the Union because of membership or nonmembership in the Union. The Union agrees neither it nor any of its officers or agents will engage in any activity which will interrupt or interfere with the operations of the County.

3.5 For purposes of investigating pending grievances and collecting dues, a duly authorized representative of the Union may have access to County premises with supervision's prior consent. The County will cooperate to facilitate such visitations, and

the Union will not interfere with or interrupt the County's operations or the work of its employees.

3.6 Nothing contained in this Agreement shall supplant the lawful jurisdiction and authority of the Hardin County Civil Service Commission.

3.7 The Union shall have access to a bulletin board to post meeting notices.

3.8 The County agrees to make a monthly deduction from the wages of any regular employee covered by this Agreement who has provided the County with a valid written authorization therefore, for monthly Union dues, initiation fees, and back dues (excluding assessments, fines and similar items) in the amount certified by the Treasurer of the Union, and remit such monies to the Treasurer of the Union not later than the last day of that month. Such written authorizations may be revoked by any employee at any time upon his/her written notice to the County. The Union further agrees to indemnify, defend, and hold the County harmless against any and all claims, demands, suits, orders, judgments, or other form of liability that may arise out of or by reason of action taken or not taken by the County in connection with the provisions of this Section. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE 4
DEFINITIONS

4.1 A regular employee is a permanent, full-time or regular part-time employee who has completed his/her probationary period.

4.2 A permanent employee is one whose employment is intended to be permanent rather than for a limited, temporary period or purpose.

4.3 Casual part-time employees, and temporary employees hired to cover situations such as seasonal demands or replacements for absenteeism or vacations shall not become regular employees under this Agreement.

4.4 Probationary period for employees shall be three (3) months, which may be extended by the Sheriff not to exceed six (6) months. Sworn Deputies shall serve a minimum probationary period of six (6) months. If the Deputy is not certified past six (6) months of employment, the probationary period will extend until the employee is certified, up to a maximum of one (1) year.

4.5 The grievance and arbitration procedures provided herein shall not be applicable to any employee until he/she completes his/her probationary period.

4.6 The word "employee" when used in this Agreement shall be limited to mean "regular employee".

ARTICLE 5
WORK STOPPAGES

5.1 The County agrees that, during the term of this Agreement, it will not engage in any unlawful lockout over a dispute with the Union

5.2 The Union agrees that neither it nor its officers, agents or representatives, nor any employee covered by this Agreement, will directly or indirectly cause, authorize, induce, encourage, instigate, ratify, condone, participate in, or fail or refuse to prevent any work stoppage, strike, refusal to cross any picket line, sympathy strike, slowdown, boycott, picketing, or any other action or inaction which interrupts or interferes with the operations of the County.

5.3 In the event of a violation or threatened violation of above Section 5.2, the Union agrees that it will take immediate affirmative steps with the persons involved (such as public announcements, letters, bulletins, telegrams, and meetings) to bring about an immediate cessation of such violation and an immediate resumption of normal operations.

5.4 Nothing in this Article shall be construed as a restriction or limitation on the County's right to immediate recourse to any court or administrative agency of competent jurisdiction.

ARTICLE 6
HEALTH AND SAFETY

6.1 The County agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the County in maintaining County policies, rules and regulations as to health and safety.

6.2 All employees shall, at all times, possess the health qualifications required by the County, including, but not limited to, the qualifications set forth in the Rules and Regulations of the Hardin County Civil Service Commission.

6.3 The uniform and equipment requirements will continue to be established by the Sheriff in accordance with §§ 6.01 through 6.10 of the Policy and Operations Manual. The County will continue its policy of providing such uniforms and equipment as it is required by applicable law and this Agreement to provide. For Deputies, the County will continue its policy of providing boots or shoes for the life of this Agreement.

6.4 The County reserves the right to require any employee to submit to a drug or alcohol test in accordance with applicable law (1) any time the County has probable cause to believe that an employee's faculties are impaired on the job; (2) to determine whether an employee is ineligible to receive Workers Compensation under Iowa Code §85.16(2); (3) as part of a regularly scheduled physical examination upon at least thirty (30) days' advance notice; or (4) whenever required or permitted by a state or federal statute or regulation. Nothing in this Agreement shall be construed as a limitation or

restriction of the County's right to prohibit the use or possession of alcohol or controlled substances on County premises or during work hours or to discipline or discharge employees for using, possessing or being under the influence of alcohol or a controlled substance on County premises or during work hours.

ARTICLE 7
GRIEVANCE PROCEDURE

7.1 The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

7.2 A grievance is defined as a timely filed claim by a non-probationary employee covered by this Agreement which alleges that there has been a violation of a specific provision of this Agreement by the County. Alleged claims as to which other means of resolution are provided by statute or administrative procedure applicable to the County or the Sheriff's Department, including matters which could be submitted to the Hardin County Civil Service Commission, shall not be considered grievances and shall not be cognizable as such under this Article.

7.3 Should an employee claim a grievance, it shall be processed in the following manner:

> **Step 1.** An employee who claims a grievance shall promptly attempt to resolve the grievance informally, but in no event later than five (5) days after the occurrence upon which the grievance is based, by informal discussion with the appropriate immediate supervisor who is designated for this purpose by the Sheriff. Said immediate supervisor will give his/her oral answer to the grievance within five (5) days after the grievance was presented to him/her.
>
> **Step 2.** If the grievance is not settled in Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievant will reduce the grievance to writing and submit it to the Sheriff within ten (10) days after receipt of the immediate supervisor's oral answer. The written grievance shall specifically state and set forth in detail all the relevant facts upon which it is based, the section of this Agreement alleged to have been violated, the issue involved, and the relief sought. The Sheriff will provide a written answer to the grievance within ten (10) days after receipt of the written grievance.

7.4 If the grievance is not settled in accordance with the foregoing procedure, the Union and the grievant may submit the grievance to arbitration by written notice of arbitration, submitted to the Sheriff within ten (10) days after receipt of the Sheriff's answer in Step 2. Said written notice must be signed by an authorized representative of the Union. Within ten (10) days after receipt of this notice, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, they shall, within fifteen (15) days after receipt of the notice, jointly request the Public Employment Relations Board to submit a panel of seven (7) arbitrators from a geographic area consisting of Iowa, Nebraska, North Dakota, South Dakota, Minnesota, Wisconsin, Illinois, Missouri, and Kansas. Each party retains the right

to reject one (1) panel in its entirety and request that a new panel be submitted. Within ten (10) days after the receipt of the panel, the Union shall strike the first name from the list, the County the second, and thereafter, each shall, in that order, alternately strike a name from the list and the seventh and remaining person shall act as the arbitrator.

Subject to the availability and convenience of the County and Union representatives, the arbitrator shall schedule the time and place for a hearing on the grievance, with each side having the right to file a post-hearing brief.

7.5 An arbitrator selected pursuant to the provisions of Section 7.4 shall have no power or authority to consider any grievance which involves, in whole or in part, a matter which is subject to or cognizable under the merit or Civil Service systems, including the Hardin County Civil Service Commission, established by statute or administrative procedure, such as Chapter 341A, Code of Iowa. Further, said arbitrator shall have no power or authority to amend, modify, nullify, ignore, add to or subtract from any terms of this Agreement, to substitute the arbitrator's discretion for that provided for in the contract, or to make any decision contrary to or inconsistent with or modifying in any way the applicable laws and rules and regulations. No liability shall accrue against the County for a date prior to the date upon which the grievance was first submitted. The arbitrator shall not, in any way, limit or interfere with the authority, powers, rights, prerogatives or discretion of the County under the terms of this Agreement or applicable law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with these provisions, a decision of the arbitrator shall be final and binding upon the parties. The arbitrator may not hear more than one grievance, unless the presentation of more than one grievance involving similar facts, issues and contract provisions is mutually agreed to by the County and the Union.

7.6 The costs of the arbitrator and hearing room shall be shared equally by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.

7.7 All grievances shall be presented, discussed and processed at a mutually agreeable time.

7.8 The time limits specified in this Article shall be strictly observed. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the County's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the County's specified representative to answer a grievance or an appeal thereof within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step.

7.9 If any claim or complaint is filed in any form other than under the grievance procedure of this Agreement, then the County shall not be required to process the same or similar claim or set of facts through the grievance procedure.

ARTICLE 8
MERIT AND CIVIL SERVICE SYSTEMS

8.1 The Union recognizes that the employees and employment covered by this Agreement are subject to and governed by the Rules, Polices and Procedures of the Hardin County Civil Service Commission promulgated or implemented under the Merit and Civil service Systems established pursuant to statute or administrative procedure, such as Chapter 341A, Code of Iowa.

ARTICLE 9
WORKWEEK

9.1 The County expects to substantially continue the present scheduling of work to be performed by employees.

9.2 No employee covered by this Agreement shall exchange tours of duty or days off with another employee without the express prior written approval of the Sheriff or his/her designee.

9.3 Work schedules will be posted one (1) week in advance. It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the County from time to time to meet the County's requirements. It is also understood and agreed that the County shall have the right in its determination of the daily and weekly work schedules to reduce, extend or maintain the hours of work for any employee, and employees shall be required to work as scheduled by the County; provided, however, that employees will be given reasonable notice of any change.

9.4 (a) Law enforcement employees covered by this Agreement who are subject to the Fair Labor Standards Act shall receive overtime compensation at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of one hundred sixty (160) hours in a work period of twenty-eight (28) consecutive days. (b) Non-law enforcement employees covered by this Agreement who are subject to the Fair Labor Standards Act shall receive overtime compensation at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of a work period of forty (40) hours per week. (c) Compensatory time may, at an eligible employee's request, be accrued pursuant to §14.2 of this Agreement and/or at one and one-half (1 1/2) times the number of hours worked in excess of the hours in an applicable work period as set forth in subsection (a) or (b) of this Section, up to a maximum of forty (40) hours. Employees may be allowed to take compensatory time with the Sheriff's permission, provided, however, that an employee's request to schedule compensatory time will not be unreasonably denied. Compensatory time will be used by June 30th of the year in which it was earned. Compensatory time earned but not taken by June 30th of the contract year in which it was earned will be paid for by June 30th of

that year. Upon termination of employment, an employee will receive payment for any unpaid, unused compensatory time.

9.5 This Article is intended only to provide a basis of calculating overtime, and nothing herein shall be construed as a guarantee of or limitation on hours of work in any work period.

9.6 Vacation, sick leave, holidays and compensatory time will count as hours worked for purposes of computing overtime.

ARTICLE 10
SENIORITY

10.1 Seniority by job classification shall be administered in accordance with the provisions of the Policy and Operations Manual, which provides that seniority is established first by rank and secondly by aggregate time served in rank. In situations requiring decision or control, where the Deputies are of equal ranks, the senior Deputy will make the decision and exercise control unless otherwise directed by a higher supervisory Deputy and/or department regulation.

10.2 In the event that the County determines that employees will be laid off, the County will determine which job classifications will be affected, and which employees in such affected job classifications should be retained in or to have the best staff available, and will consider maintenance of operational efficiency, skill, training, qualifications, ability to perform, and attendance and reliability. When these considerations are equal between or among employees affected in a job classification, seniority in that job classification will govern.

10.3 Those employees to be laid off will be notified as soon as possible. Laid off employees shall advise the County of their current addresses and telephone numbers during layoff. If the County desires to recall employees, such employees shall be recalled in the inverse order of layoff.

10.4 The seniority records for employees shall be maintained by the County and shall be available to the Union upon reasonable request. Any protest as to the correctness of the list must be made in writing to the County within ten (10) days.

10.5 The seniority and any recall rights of an employee shall terminate if the employee retires, quits for any reason, is permanently discharged, fails to report within forty-eight (48) hours after notice of recall, is laid off for a period exceeding twelve (12) months, engages in other work while on leave of absence or gives a false reason for obtaining leave of absence, or is absent without notice to the County more than one (1) day in any year, unless satisfactory evidence is presented to the County that the employee was physically unable to give notice.

10.6 Employees who desire to permanently transfer to a permanent vacancy in the bargaining unit in the same job classification but on another shift may file a written

request with the Sheriff. Such requests shall be filed for each specific vacancy which is to be filled, and shall expire when the specific vacancy is filled.

10.7 All such permanent vacancies which are to be filled will be posted as soon as practicable. A written request for a transfer shall be filed within three (3) working days after the vacancy is posted, and awarded on the basis of seniority.

Shift vacancies will be open to bidding by employees within the same sub classification and if there are no bids, then it will open up to employees in other divisions and other sub classifications. For the purpose of this section only, jailers and dispatchers are considered separate sub classifications.

All vacancies shall be bid by full time employees in all classifications before being bid to part time employees.

Notification of shift vacancies shall be given to the steward having authority to post notices on the union bulletin board for posting. Notification shall be posted for a minimum of ninety-six (96) hours, Sundays & holidays included, before the position is filled. A copy of the notification shall be sent by regular mail to the union.

Probationary employees as defined in this agreement are not eligible to bid into open positions.

10.8 Notice of an involuntary transfer will be given to the employee affected as soon as practicable.

ARTICLE 11
STEWARDS

11.1 The Employer recognizes the right of the Union to designate one (1) job steward for the Deputies and one (1) job steward for the Jailer/Dispatchers.

ARTICLE 12
LEAVES OF ABSENCE

12.1 Eligibility for leaves provided by the County shall be limited to a regular full-time employee who has completed three (3) months of continuous service. A leave of absence may be granted for a reasonable purpose to employees for a limited period not to exceed three (3) calendar months by the Sheriff. The Sheriff may extend this leave in writing each month under extenuating circumstances. A request for leave shall be in writing to the Sheriff and include the beginning date, duration and reasons for leaving. All leaves shall be without any pay from the County unless otherwise expressly specified. An eligible employee granted a leave shall not be eligible for any fringe benefits, including holiday pay, or accrue retirement, vacation, sick leave or seniority during the period of such leave. Premiums for insurance normally paid by the County will be paid by the employee during the period of such leave, if the employee elects to continue coverage. Any employee engaged in work for pay from another employer while on such leave, or who fails to report to active employment at the expiration of a leave, will have

his/her employment with the County terminated immediately and automatically. No leave of absence shall be granted to an employee for the purpose of trying out a job with another employer.

12.2 Court Leave. Any employee who is selected for jury duty or is called as a government witness shall receive a paid leave of absence for the time spent on such duty. Compensation received by the employee from the court will be turned over to the Auditor, with the exception of meal or travel expenses incurred by the employee. If any employee is summoned as a plaintiff or defendant in a proceeding involving or arising from outside employment or personal business, the employee will not be entitled to a leave with pay, but shall use accrued vacation or leave without pay.

12.3 Funeral Leave. In the case of the death of a person in the immediate family of an employee covered by this Agreement (spouse, child, parent, step-child, step-parent or sibling), the employee may be allowed time off with pay, not to exceed five (5) days, to attend the funeral. For the death of a grandparent, grandparent-in-law, father-in-law, mother-in-law, sister-in-law or brother-in-law, the employee may be allowed time off with pay, not to exceed two (2) days, to attend the funeral. If more time is required, it shall be with the approval of the Sheriff. Funeral leave will be deducted from accumulated sick leave or vacation if it exceeds the allowed time off. If no accumulated sick leave or vacation is available, the employee shall take leave without pay.

12.4 Sick Leave. Sick leave may be granted to regular full-time employees who have completed three (3) months of continuous service and who are on the active payroll on the following basis:

(a) Sick leave can be used only for bona fide personal illness or accidental injury which is not covered by Workers Compensation.

(b) Sick leave with pay at the employee's regular rate of pay shall accumulate at the rate of two (2) days per month of continuous employment for each month in which the employee has no unexcused absence.

(c) Unused sick leave may be accumulated up to a maximum of twenty-four (24) working days during any one year; provided, however, that unused sick leave during a year shall be added to the sick leave for the succeeding year or years, but the aggregate period of sick leave allowed shall never exceed ninety (90) working days.

(d) An employee absent due to personal illness or injury shall, if requested by the Sheriff, furnish medical evidence which is satisfactory to the Sheriff, immediately upon return from such absence, certifying the necessity for the absence and the employee's physical and mental ability to return to or remain at work. In appropriate cases, including surgery and pregnancy, advance medical evidence which is satisfactory to the Sheriff as to the necessity for such absence shall be furnished to the Sheriff. An absence hereunder may be excused only for the duration of the incapacity or disability, but shall not exceed ninety (90) working days.

(e)In case of injury sustained while working, a report shall be made to the Sheriff on the same day.

(f) A compensable absence for sick leave hereunder shall only be allowed for the duration of the medically certified incapacity or disability. The Sheriff reserves the right to have an employee examined at the County's cost, by a doctor or medicine of the Sheriff's choosing, whose opinion on the issue of medical capacity to resume the performance of duties shall be final and binding, unless reversed by an arbitrator's award. An employee may refuse to participate in such an examination, but shall, in the event of such refusal, be deemed absent without leave, and further, shall not receive any pay for such absence.

(g) In the event of a sickness in an employee's immediate family (i.e., a dependent living in the employee's household), said employee shall, in emergency situations and upon providing proof thereof, be granted up to five (5) sick leave days per year to care for the immediate family member.

(h) The employees shall continue to enjoy the existing bonus day schedule as practiced in the past: after ninety (90) sick days, one (1) bonus day for each eight (8) days earned after they are at the maximum of ninety (90) days. Employees can carry over up to three (3) bonus vacation days to be used in the following calendar year.

12.5 Union Leave. When arrangements are made at least thirty (30) days in advance, a leave of absence may be granted to an employee to attend a regional or national labor conference or convention or for the purpose of attending similar official Union functions. Such a leave shall be without any pay or benefits from the County, and will be granted to not more than one (1) employee at any one (1) time. The total allowable time for a leave of absence under this Section shall not exceed five (5) days in any contract year. A leave under this provision shall not be unreasonably denied. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there be no disruption of the Employer's operation due to lack of available employees.

12.6 Involuntary Leave. An eligible employee who is off work for a period of time sufficient to exhaust all accumulated sick leave, compensatory time, and vacation shall automatically be placed on an involuntary leave of absence for up to a maximum of twelve (12) months. While in this status, the County will continue to provide insurance as set forth in Article 15 of this Agreement. The employee shall not accumulate vacation, sick leave or be paid for holidays which occur during this period. An employee unable to return to work by the expiration of the twelve (12) month period shall be automatically terminated unless such employee is in rehabilitation. Employees off work in rehabilitation shall maintain their seniority and not be terminated for a period of up to two (2) years. The County will continue to pay its portion of the health insurance premium for a period of six (6) months.

ARTICLE 13
VACATIONS

13.1 As presently applicable to regular full-time employees covered by this Agreement, the following vacation policy, as set forth in the Policy and Operations Manual, will continue in effect for the life of this Agreement.

A. **Vacation Compensation**

An employee's vacation time shall be computed from the anniversary of their starting date.

B. **Schedule**

Vacation leave shall be accrued in accordance with the following yearly employment schedule:

Years of Continuous Service	Vacation Earned
Completion of one year	one workweek
Completion of two years	two workweeks
Completion of five years	three workweeks
Completion of ten years	four workweeks
Completion of twenty years	five workweeks

Employees resigning or terminated before they have completed one (1) year of continuous employment will not be eligible for any vacation benefits.

C. **Procedure**

Vacation must be scheduled at least two (2) weeks prior to the effective date of the next schedule. Vacation requests of less than two (2) weeks may be granted by the supervisor.

If a number of officers should happen to request the same time off, the decision shall be based on proper notification, shift strengths, work assignments, seniority, and in the order of the requesting personnel.

Vacation leave shall be computed on a daily basis and credited to each employee's account once each month.

D. **Exceptions**

An employee shall not accrue vacation leave during periods of temporary layoff, suspension, or leave without pay.

E. **Carry-Over**

The right to carry over unused vacation time from the preceding year to the next year shall be limited to a maximum of one (1) workweek.

F. Accrued Vacation Payment

Any full- or part-time employee separated from County employment by reduction in force, resignation, death or otherwise, shall be paid or have payment made to his/her estate or legal beneficiary in the amount of any unused vacation leave earned.

ARTICLE 14
HOLIDAYS

14.1 Subject to and in accordance with the provisions of this Article, a regular full-time employee who has completed three (3) months of continuous service and who is on the active payroll shall receive holiday pay at his/her regular rate of pay for January 1st, Washington's Birthday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, December 24th and December 25th, on the following basis: (NOTE: Regular full-time employees will continue for the life of this Agreement to receive their birthday as a holiday, if otherwise eligible.)

(a) The eligible employee must work as required on the holiday, if so scheduled. An eligible employee scheduled or called to work but not reporting for work as required shall receive no holiday pay. The eligible employee who works as required on any of the observed holidays will be paid holiday pay, in addition to pay at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours actually worked on the holiday.

(b) No holiday pay shall be paid to any employee who has failed to work both the entire last scheduled workday immediately preceding the holiday, and the entire first scheduled workday immediately following the holiday. If an employee is absent on either or both of said workdays as a result of personal injury or illness which the Sheriff can require a medical doctor's substantiation in writing, or an on-the-job injury, or with prior approval of the Sheriff, the employee shall be considered as having met these requirements. An employee on leave of absence or layoff is not eligible for holiday pay.

(c) No holiday pay shall be paid to any employee who has an unexcused absence of more than eight (8) working hours in the thirty (30) calendar days preceding the holiday.

(d) When an eligible employee's vacation period includes a holiday, he/she will receive an additional day off with pay at his/her regular hourly rate.

14.2 (a) In cases where a holiday falls on a date the employee is not scheduled to work and does not work, the employee shall receive compensation at straight time or, at the employee's option, compensatory time at the single rate (i.e., one (1) hour for each hour in the employee's normal duty shift). (b) Employees required to work holidays or who are required to attend school on holidays will be paid time and one-half (1 1/2) over the regular rate for the holiday worked, or, at the employee's option, may receive one and one-half (1 1/2) hours of compensatory time for each holiday hour worked. (c)

An employee shall forfeit the right to payment for any holiday if there is an unexcused absence (except for illness) on the working day immediately preceding or following the holiday.

ARTICLE 15
INSURANCE

15.1 The County will continue in effect for the life of this Agreement, the present group hospitalization and life insurance program or a comparable program, subject to and in accordance with the terms and conditions of the group contract of the insurer. The County will contribute the monthly premium cost under such program for eligible regular full-time employees who are on the active payroll effective the first day of the month following their employment. Effective July 1, 1994, if an employee's spouse has dependent coverage provided by another employer, dependent coverage through the County hereunder will only be available to the employee at his/her election, at a cost of $15 per month, which shall be payable through payroll deduction. Effective July 1, 2004, the plan will include a $750 deductible for single coverage and a $1500 deductible for family coverage. The employee is responsible for the deductible and co-insurance amounts.

15.2 It is understood and agreed that the County retains the right to change insurers or self-insure all or any portion of the benefits as long as the level of benefits remains comparable.

15.3 It is further understood and agreed that a difference between an employee or his/her beneficiary and any insurer or processor of claims shall not be subject to the grievance procedure, since the County's sole obligation is to contribute toward the premium cost as hereinabove set forth in behalf of eligible employees.

ARTICLE 16
WAGES

16.1 The minimum regular rates of pay for employees covered by this Agreement are set out in Appendix A, which is attached hereto.

16.2 If a County employee is required to use private transportation to fulfill the job requirements of the County, a mileage allowance in accordance with County policy will be allowed for trips approved by the Sheriff. Employees shall be allowed reasonable and necessary lodging and meal expense when required to travel and the trip is approved by the Sheriff. In no event shall the reimbursable amount exceed the actual expense.

16.3 Employees may request or may be required to attend job-related instructional schools or meeting if the Sheriff approves. The employee will be reimbursed for the use of his/her personal car in accordance with County policy. The employee, upon presentation of receipts, will be reimbursed for registration or tuition fees and necessary reasonable meal and lodging expenses. The employee will be compensated only the actual instructional hours and for a reasonable number of hours to travel to and from the meeting.

ARTICLE 17
GENERAL PROVISIONS; TERM OF AGREEMENT

17.1 This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

17.2 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 not removed by applicable 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. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

17.3 If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid, but all other provisions of this Agreement shall remain in full force and effect.

17.4 This Agreement shall become effective July 1, 2004 and thereafter shall remain in full force and effect until June 30, 2007, and shall automatically continue in effect from year to year thereafter, unless either party gives the other party written notice of its desire to terminate this Agreement on or before September 1, 2006 or on or before September 1st in any succeeding renewal year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 8th day of Sept., 2004.

HARDIN COUNTY, IOWA

By Jim Johnson
Chair,
Board of Supervisors

By
Member,
Board of Supervisors

By Erv Miller
Member,
Board of Supervisors

By
Sheriff

TEAMSTERS LOCAL NO. 650

By Ron Wheeler
Union Representative

By
Union Representative

By
Union Representative

APPENDIX A

Employees placed on step in accordance with years of service as of July 1, 2003. Thereafter, increases are on anniversary date.

DEPUTY

	7-1-04	7-1-05	7-1-06
Start	$15.31	$15.65	$16.00
6 months	$16.25	$16.62	$16.99
1 year	$16.95	$17.33	$17.72
2 years	$17.67	$18.07	$18.48
5 years	$18.38	$18.79	$19.21
6 years	$18.60	$19.02	$19.45
7 years	$18.85	$19.27	$19.70
Part-Time Deputy	$12.81	$13.10	$13.39

JAILER/DISPATCHER

	7-1-04	7-1-05	7-1-06
Start	$11.76	$12.02	$12.29
1 year	$12.15	$12.42	$12.70
2 years	$12.53	$12.81	$13.10
3 years	$12.88	$13.17	$13.47
4 years	$13.25	$13.55	$13.85
5 years	$13.62	$13.93	$14.24
6 years	$14.04	$14.36	$14.68
Part-Time Jailer/Dispatcher	$ 9.74	$ 9.96	$10.18
JAIL SERGEANT	$15.04	$15.38	$15.73
KITCHEN SUPERVISOR	$13.03	$13.32	$13.62
COOK (FT)	$10.52	$10.76	$11.00
COOK (PT)	$ 9.74	$ 9.96	$10.18

Employees may be hired at a higher start rate, depending upon experience and qualifications.

Longevity Effective July 1, 2000, employees are eligible for longevity pay according to the following schedule:

Years of Service	Cents per hour
After 5 years	5 cents
After 10 years	10 cents
After 15 years	15 cents
After 20 years	20 cents