Madison Co. Teamsters #238 (Sheriff) 7/1/2006 6/30/2008

MADISON CO. / TEAMSTERS #238 (SHERIFF) 06-08

AGREEMENT

THIS AGREEMENT entered into this day of March, 2006, by and between MADISON COUNTY SHERIFF'S DEPARTMENT and the MADISON COUNTY AMBULANCE SERVICE DEPARTMENT, Winterset, Iowa, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS & HELPERS LOCAL UNION NO. 238, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for employees of the Madison County Sheriff's Department and Madison County Ambulance Service Department, which includes all regular Madison County full-time Deputy Sheriffs, Sheriff Department Clerk/Dispatcher, Sheriff Department Dispatcher/Jailers, permanent part-time Dispatcher/Jailer, and regular full-time employees of the Madison County Ambulance Service. Excluded are: all elected officials, Sheriff and Chief Deputy Sheriff, Director of the Madison County Ambulance Service, part-time Sheriff Department and part-time Ambulance Service employees, all other County employees, and all employees excluded by Section 4 of the Act. Reference is made to Certification Case No. 2416.

Throughout this Agreement, wherever the word "Department Head" appears, it is construed to refer to either the Madison County Sheriff or Emergency Medical Service Director, whichever position is applicable.

ARTICLE 2
SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3
NON-DISCRIMINATION IN EMPLOYMENT

Wherever this Agreement refers to the male gender, it shall also mean the female gender.

ARTICLE 4
EMPLOYER RIGHTS

Except to the extent expressly abridged or modified by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the

exclusive power, duty, and right to: plan, direct and control the work of its employees in positions within the public agency; discipline, suspend, or discharge employees for proper cause; to develop and enforce rules for employee discipline, maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; to determine the number of employees to perform the assigned work; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments, and personnel by which the public employer operations are to be conducted; take such actions as may be necessary to carry out the mission of the public employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public employer by law.

ARTICLE 5
NO STRIKE

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

ARTICLE 6
GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with the Department Head or his designated representative within the seventy-two (72) hour period following its occurrence, or from when the employee should have been aware of its occurrence, in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee shall present a grievance in writing to the Department Head or his designated representative within seventy- two (72) hours following the oral discussion. Within ten (10) days after this Step 1 meeting, the Department Head or his designated representative will answer the grievance in writing. A written copy of the grievance will be given to the Department Head. The grievance must state the Section of the Agreement allegedly violated and the remedy sought.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within seventy-two (72) hours after the date of the Department Head's or his designated representative's answer given in Step 1.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be shared equally between the Union and Employer. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and Employer.

In the event that any employee takes action with the Civil Service Commission on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.
Arbitration of a grievance must be authorized by the Local Union Business Agent or the Union Executive Board.

ARTICLE 7
SENIORITY

Seniority means an employee's length of regular continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis with regard to time in grade.

All employees except deputy sheriffs shall serve a probationary period of six (6) months. A deputy sheriff shall serve a probationary period of nine (9) months provided the employee has successfully completed training at the Iowa law enforcement academy prior to hire. If the employee has not successfully completed training prior to initial appointment, the probationary period shall commence with the date of initial employment and shall end after nine (9) months following the date of certification. Employees may be terminated during the probationary period without recourse to the grievance procedure.

When the working force is to be reduced, the Employer will select what job classification is to be reduced. The employee with the least job classification seniority will be removed first, providing the work in the classification can be satisfactorily performed, in the judgment of the Employer. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

(a) Employee quits.

(b) Employee is discharged for proper cause.

(c) Engaging in other unauthorized employment while on personal leave of absence or giving false reason for obtaining personal leave of absence.

(d) Two (2) consecutive days per year of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that the employee was physically unable to give notice. The two (2) consecutive days is limited to only one (1) occurrence in the twelve (12) month period following the occurrence.

(e) Failure to report for work at the end of leave of absence.

(f) Failure to report to work within two (2) weeks after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.

(g) Seniority rights will be forfeited after the continuous period of layoff or absence from work exceeds twelve (12) months or length of service, whichever is lesser.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

Ambulance Service: EMTI/P Billing Clerk is a bid job that will be filled by seniority and qualifications from employees of the Ambulance Service. If there is not a current employee applying for the position of billing clerk, the employer may hire a new employee. Any current employee accepting the position of billing clerk will maintain and continue to accrue seniority. Any vacancy occurring in full time employment with the employer will first be offered to part-time employees before a new employee is hired.

ARTICLE 8
UNPAID LEAVES

Eligibility Requirements: At the sole discretion of the Department Head, employees shall be eligible for unpaid leave of absence after the employee's probationary period.

Application for Leave: All requests for leaves of absence not otherwise covered in this Article shall be submitted in writing by the employee to his/her Department Head for approval or disapproval. Request for such leave shall be submitted on a form supplied by the Employer.

Limited Leave without Pay: The Department Head may, at his sole discretion, authorize an employee's absence without pay for a period not to exceed thirty (30) working days, which can be extended by the Employer for like periods, up to a total of ninety (90) days in a fiscal year. If the Employer denies a leave of absence request, and the employee requests, the reason(s) for the Employer's denial will be put in writing.
A leave of absence request should be made to the Department Head at least ten (10) calendar days before the leave is to commence.

Return from Leave without Pay: Upon return from leave of absence without pay, the employee shall return to his/her former job, if physically qualified, and if the position is vacant, or to another equivalent position, in accordance with his/her qualifications and ability, if there is a vacancy.

An employee granted an unpaid leave of absence shall not be eligible for fringe benefits, holiday pay, accrued retirement, vacation, sick leave, personal leave, during the period of such leave. Seniority shall not accrue while on an unpaid leave of absence.

If the employee does not return to work upon expiration of the unpaid leave of absence, he/she shall be terminated.

ARTICLE 9
MILITARY LEAVE

Employees will be granted military leave in accordance with state and federal law.

ARTICLE 10
INJURY AND LOSS OR DAMAGE TO EQUIPMENT REPORTING

In case of injury or death due to work or incurred while at work, or loss or damage to equipment, all such incidents must be verbally reported to the Department Head immediately. This report shall be completed by all parties involved. Additionally, a full detailed written report will be delivered to the Department Head within twenty-four (24) hours of the incident unless proven physically unable to do so. Said report will be submitted immediately when physically able to do so.

ARTICLE 11
TERMINATION

All full-time employees leaving the service of the County shall be paid for any credited vacation that is unused.

The employee will also be paid for all accumulated unused personal leave. All final payments for accumulated vacation and personal leave will be at the hourly rate of pay of employee at the time of termination. An employee who quits without giving the Employer two (2) weeks' advance notice forfeits any of his/her earned fringe benefits referred to in this paragraph.

ARTICLE 12
UNIFORMS

Sheriff's Department

The County will furnish all uniforms and equipment that the Department Head deems necessary for the purpose of performing job-related duties. The County will be responsible for cleaning and major repairs occurring through normal day-to-day use.

If damage occurs to uniforms and equipment due to employee neglect or abuse, it will be the responsibility of the employee to repair or replace the damaged item.

All equipment and uniforms issued will remain the property of the County and will not be used for personal use. This paragraph also pertains to the Ambulance Service Department.

The style and type of boots and shoes will be at the discretion of the Department Head.

Uniforms may be worn in off-duty status with the permission of the Sheriff.

Shoes or boots will be at the option of the employee as to which type he/she wishes to replace annually.

Ambulance Service Department

The Employer will furnish uniforms at the Department Head's discretion on an as-needed basis. Employees will be required to wear the uniforms provided while on duty. The employee will be provided with: three (3) pairs of slacks, four (4) shirts, one (1) winter coat, one (1) spring/fall jacket, be provided in alternate years unless a replacement is needed, one (1) pair of shoes or boots per year. The style and vendor shall be at the discretion of the Department Head. The Employer shall be responsible for major repairs or replacement occurring through normal day-to-day use. If damage occurs due to employee neglect or abuse, it will be the responsibility of the employee to repair or replace the damaged item at his/her expense.

ARTICLE 13
HOURS OF WORK

The purpose of this Article is not to be construed as a guarantee of hours of work per day or days of work or pay per week. Determination of daily and weekly hours of work shall be made by the Department Head.

Sheriff's Department

The normal workday is eight (8) hours, of which seven and one-half (7 1/2) hours shall be considered work time. The other one-half (1/2) hour may be used for a rest or meal period, which is also paid-for time. Said rest or meal period shall not be taken during the first one-half (1/2) hour or last one-half (1/2) hour of a duty shift.

The normal workweek will consist of five (5) consecutive days on duty and two (2) consecutive days off duty. This does not preclude the parties from mutually agreeing upon other scheduling.

Overtime work will be determined and assigned by the Sheriff or his/her designated representative by job classification.

Overtime Overtime shall be paid at the rate of one and one-half times the employee's straight time hourly rate for hours worked above 40 hours in the workweek. The Sheriff may approve overtime to be paid in the form of compensatory time. However, comp time hours may not accumulate to more than 120 hours effective 7-1-06. Effective 7-1-07, comp time hours may not accumulate to more than 80 hours.

If overtime is paid in the form of compensatory time, it may not be converted to cash, unless by mutual agreement or upon termination of employment.

Ambulance Service Department
Employees will be assigned to a rotating work schedule which will consist of two (2) days on duty (one (1) shift of twenty-four (24) hours and one (1) shift of twelve (12) hours) and then two (2) days off duty.

The normal workday will consist of eight (8) hours per day, Monday through Friday, with the employee placed on an "on-call" basis the remaining hours of each workday.

Weekend shifts (Saturday and Sunday) will be served on the basis of employee "on-call" status.

Sheriff and Ambulance Service Departments
Paid personal leave, paid sick leave and funeral leave do not count as time worked for the purpose of computing overtime.

Ambulance Service
EMTI/P Billing Clerk - This position is a full time position consisting of eight (8) hours a day, Monday through Friday. Wages for billing clerk will be determined by the hourly rate of an EMT-ID times 3280 hours. That yearly wage is then divided by 2080 hours to arrive at the hourly rate for said position. Any extra duty work performed by this employee as described in Article 22 will be paid at the rate established in Article 22 Extra Duty Pay.

ARTICLE 14
INSURANCE

Disability Income Protection and Life Insurance Coverage for Eligible Employees
The Employer shall subscribe to and pay the individual employee premium for a Disability Income Protection insurance program. Said program will include $20,000 Life Insurance coverage for the employee and $1,500 coverage for each of the employee's dependents and the premiums will be paid by the Employer.

Hospital/Major Medical/Dental/Opitcal Coverage
The Employer shall subscribe to a Hospitalization, Major Medical, Dental and Optical insurance program for all eligible employees. Premiums for the individual employee coverage will be paid for by the Employer. Premiums for dependent coverage will also be paid for by the Employer.

For all insurances mentioned in this Article, no compensation shall be paid to the employee if said employee does not enroll in any of the plans offered.

The Employer retains the right to select or change the insurance carrier, provided the benefits are substantially equivalent. The current insurance plan is identified as the Madison County Medical Plan II. Employees are responsible for the following deductibles, co-pays and co-insurance amounts:

	7-1-06	7-1-07
Deductibles		
Single	350	500
Family	700	1000
Out of Pocket		
Single	1000	1250
Family	1500	1750
Office visit co-pay	$20	$20
RX		
Generic	0	0
Name (formulary)	$25	$25
Name (name)	$40	$40

Routine services
Physical (one per year)
Mammograms – up to $125 (see specific schedule)

Diagnostic, x-ray and lab procedures covered at 100%

Dental – maximum expenditure per person is $1500 per year

The Madison County Summary Plan Description Medical Plan II is by this reference made a part of this Agreement. Beginning July 1, 2006 the new Summary Plan Description which will incorporate the changes in coverage described above will then, by this reference, become a part of this Agreement.

ARTICLE 15
VACATION

Full-time employees shall be entitled to a paid vacation at the following rate:

Sheriff's Department
After 1 year continuous service, 5 working days (40 hours)
After 2 years continuous service, 10 working days (80 hours)
After 5 years continuous service, 15 working days (120 hours)
After 10 years continuous service, 20 working days (160 hours)
After 17 years continuous service, 25 working days (200 hours)

Ambulance Service Department (applies to employees hired before 7-1-90)
After 1 year continuous service, 90 hours
After 2 years continuous service, 180 hours
After 5 years continuous service, 270 hours
After 10 years continuous service, 360 hours

After 17 years continuous service, 450 hours

Ambulance Service Department (applies to employees hired after 7-1-90)

After 1 year continuous service, 63 hours
After 2 years continuous service, 126 hours
After 5 years continuous service, 189 hours
After 10 years continuous service, 252 hours
After 17 years continuous service, 315 hours

Ambulance Service Department - Billing Clerk

After 1 year continuous service, 5 working days (40 hours)
After 2 years continuous service, 10 working days (80 hours)
After 5 years continuous service, 15 working days (120 hours)
After 10 years continuous service, 20 working days (160 hours)
After 17 years continuous service, 25 working days (200 hours)

Permanent part-time employees earn vacation time and pay at eighty percent (80%) of above schedule.

All vacation should be taken during the twelve (12) month period following the anniversary date of hire with no more than one (1) week of earned vacation to be carried forward to the next year.

The scheduling of vacation leave is dependent upon the judgment and discretion of the Department Head. The Department Head may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Each year on or before May 15, employees will make vacation requests to the Department Head for the following twelve (12) month period, or if not eligible for vacation on that date, within thirty (30) days of the date that the employee becomes eligible for vacation. When vacation schedule requests conflict, prior to May 15, seniority will govern; after May 15, first come, first served, with ten (10) calendar days prior to time requested.

Employees who do not give two (2) weeks' advance notice prior to quitting shall forfeit vacation pay.

Vacation pay will be at the employee's normal daily hours of pay for the period for which he/she would have been regularly scheduled to work.

Vacation must be taken in five (5) consecutive day increments. However, for the Sheriff's Department, five (5) days of vacation per year may be used in daily increments if the employee has no other paid time for use. The day taken off work has to be mutually agreed upon.

Any employee terminated or resigning from the service of the Employer will be paid pro rata for all vacation accrued (example: an employee entitled to two (2) weeks vacation, having worked six (6) months from and after his/her anniversary date, shall be entitled to one (1) week vacation pay).

Vacation will be counted as time worked.

Ambulance Service Department
Vacation can be taken no less than one (1) day increments.

ARTICLE 16
GENERAL

Exchanging of Shifts. Any employee may be granted leave with pay for any day or days on which he/she is able to secure another employee with the same job classification to work in his/her place, provided:

(a) Such substitution does not impose any additional cost on the Employer.

(b) Such substitution is to be requested twenty-four (24) hours in advance to the Supervisor, for approval, in writing and signed by both parties. If substitution request is made verbally, a written follow up to the request will be made within forty-eight (48) hours.

(c) The department is not held responsible for enforcing any agreement between employees.

(d) Only the employee who has agreed to substitute shall be responsible for seeing the slot is filled if he/she is unable to do so after having agreed.

(e) When an employee calls in sick on a shift he/she has agreed to work in return for a trade, the employee will still have the obligation to work a shift to even out the trade.

(f) Limited to one (1) day increments, except six (6) hours for Ambulance Service personnel.

(g) Employee requesting the exchange shall be responsible to advise all appropriate departments and individuals.

(h) All exchanges are completed within thirty (30) days.

Practice ammunition. Each Deputy shall be allocated 100 rounds of practice ammunition between July 1 – June 30 each year of this Agreement.

ARTICLE 17
DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked at any time by the employee giving the Employer and the Union thirty (30) days written notice, the Employer agrees to deduct initiation fees, special assessments, and the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official

designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 18
PERSONAL LEAVE

In addition to sick leave benefits, eligible full-time Sheriff's Department employees may accumulate for future use one-half (1/2) day per month as personal leave, and a permanent part-time employee can earn personal leave on the basis of one-half (1/2) day per month. An employee must use three (3) of the six (6) days they earn each year within the year. The employee can only accumulate three (3) days per year toward the employee's bank. Full-time employees in the Ambulance Service Department can earn one hundred eight (108) hours per contract year based upon six (6) eighteen (18) hour shifts, and time can be taken off work in no less than six (6) consecutive hour increments. Ambulance Service Billing Clerk will accumulate one-half (1/2) day per month. Such personal leave shall be taken as work load permits and shall be arranged for with the employee's Department Head. An employee can accrue up to a maximum of thirty (30) days. Upon termination, an employee shall be reimbursed for 50% of their accumulated days but no more than a maximum reimbursement for fifteen (15) days will be made.

Personal leave to be taken three (3) or more days at a time shall be approved by the Department Head at least one (1) week in advance.

Personal leave can only be taken in full day increments by Sheriff's Department employees, except that with five (5) days' advance notice, subject to the Sheriff's approval, an employee may be able to take a half (1/2) day off work.

ARTICLE 19
JURY DUTY

Any full-time employee who is selected for jury duty shall receive a paid leave of absence for the time spent on such duty. Compensation received by the employee will be turned over to the County, with the exception of meal or travel expenses incurred by the employee. Any employee summoned to jury duty will not be expected to work for the Employer on any shift on any day that the employee spends on jury duty.

ARTICLE 20
JOB CLASSIFICATIONS AND PAY RATES

Exhibit A, which is part of this Agreement, contains the job classifications and pay rates for the Sheriff's Department and Ambulance Service Department.

ARTICLE 21
HOLIDAYS

The Employer shall recognize the following ten (10) days as paid holidays:

New Year's Day.....January 1
President's Day.....Third Monday of February
Memorial Day.....Last Monday of May
Independence Day.....July 4
Labor Day.....First Monday of September
Veterans Day.....November 11
Thanksgiving Day.....Fourth Thursday of November
Friday after Thanksgiving.....Fourth Friday of November
Christmas Day.....December 25
Day before Christmas.....December 24

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. Any employee on leave of absence or layoff is not eligible for holiday pay. Any employee off work due to an on-the-job injury will not receive holiday pay. Any holiday earned must be taken off work and used in the thirty (30) day period after the holiday was earned, unless the work schedule does not permit this.

Sheriff's Department
For work performed on six (6) of the recognized paid holidays, the employee will be paid time and one-half (1 1/2) for each hour worked, plus the holiday pay in compensatory time. On-call time shall not count as time worked on the holiday. All holiday pay will be taken as compensatory time. For time worked on the four (4) holidays of New Year's Day, Independence Day, Thanksgiving Day and Christmas Day, the employee will be paid double time for each hour worked plus the holiday pay in compensatory time.

Ambulance Service Department
An employee in "on-call" status or performing work on a recognized paid holiday will be paid time and one-half (1 1/2) per hour. Holiday pay is to be taken off work as compensatory time within sixty (60) days as mutually agreed upon between Department Head and employee.

ARTICLE 22
EXTRA DUTY PAY

Should it be necessary to call an employee in for duty ahead of his/her regular work schedule or on an off-duty day, or after the employee has been released from his/her regular work schedule, the Employer will pay for all hours worked on such special call at the applicable rate of pay for a minimum of two (2) hours. Any monies received for court services except mileage, parking and meals will be assigned to the Employer.

If an employee is summoned as a plaintiff or a defendant in a proceeding involving or arising from outside employment or personal business, the employee shall use accrued leave time to offset the lost time.

On-call time for Sheriff's Department personnel will be paid at the rate of Four Dollars ($4.00) per hour.

Management may use part-time or full-time employees to cover hours due to absences and to perform matron duties if such hours are not in overtime pay status. Seniority will prevail in the assignment of extra hours. Extra hours are defined as overtime hours needed for transports requiring additional personnel and to cover short notice absences, such as an employee calling in sick or absences due to death covered by funeral leave provision.

On any special events worked, full-time employees on call weekends and night shifts would get to take the work call from their home during the regular week when he/she is on duty.

Ambulance Service - Extra duty hours shall be compensated at the wage of $6.65 per hour. Overtime pay or compensatory time earned shall be at the discretion of the employee. Compensatory time cannot be earned by working part-time shifts. The Employer will determine the work period as it pertains to overtime, compensatory time, and the Fair Labor Standards Act. Full-time employees will be allowed first option of these shifts.

ARTICLE 23
FUNERAL LEAVE

Each regular full-time and permanent part-time employee shall be eligible for a paid leave of absence of up to five (5) days to attend a funeral for a death in the employee's immediate family. (Immediate family shall be defined as the employee's parents, spouse, child, brother or sister.) Up to three (3) days of paid leave will be allowed in the event of the death of the employee's grandparents, uncle, aunt, brother-in-law, sister-in-law, father-in-law and mother-in-law. Only days absent which would have been compensable workdays will be paid for at the rate of the normal workday missed from work. No payment will be made during vacations, holidays, layoffs, or other leave of absence. Employee must attend the funeral in order to qualify for funeral pay. To fulfill the duties of a pallbearer, an employee may be granted a paid leave of absence of one-half (1/2) day.

At the discretion of the Department Head, an additional three (3) days paid leave may be added to attend these funerals in other than adjacent states.

ARTICLE 24
SICK LEAVE

Full-time Sheriff's Department employees will earn sick leave at the rate of one (1) day (eight (8) hour workday) per month, and a permanent part-time employee can earn sick

leave on the basis of six (6) hours per month, to a total of twelve (12) working days per year with a maximum accumulation of seventy-five (75) working days. Sick leave can be taken in no less than four (4) hour increments. Full-time Ambulance Service Department employees can earn two hundred sixteen (216) hours per contract year based upon twelve (12) eighteen (18) hour shifts. The Ambulance Service Billing Clerk can earn one (1) day per month for accrual of sick leave. Time earned can be taken off work in no less than two (2) consecutive hour increments.

For any absences during which sick leave is taken, a doctor's excuse may be required. Sick leave may not be used as vacation.

In case of absence due to illness or emergency, the Department Head should be notified as soon as possible prior to the beginning of the shift.

Sick leave may be taken for any illness, injury or any exposure to a contagious disease in which the health of others might be endangered or any disability that an employee may sustain until such time that the income disability insurance becomes effective. A maximum of five (5) working days of sick leave per incidence may also be taken in the event of serious illness in the employee's immediate family.

An employee absent from work and receiving Workers Compensation benefits shall, upon written request to the Department Head, have the right to draw from his/her accumulated leave time to maintain a minimum income equivalent to his/her present take-home pay. At no time is the employee to receive more compensation than if he/she would have been working.

Unused sick leave will be paid out as severance pay upon termination of employment as follows:

Less then one (1) year of service - no compensation.

One (1) to ten (10) years of service - fifty percent (50%) of all unused sick leave, up to a maximum of thirty (30) days paid.

Ten (10) years or more of service - seventy-five percent (75%) of all unused sick leave, up to a maximum of sixty (60) days paid.

ARTICLE 25
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2006 and shall continue to remain in full force and effect until its expiration at Midnight June 30, 2008. Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before December 15, 2007. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.

Signed this _____ day of _____, 2006.

EMPLOYER
COUNTY SHERIFF'S DEPARTMENT
MADISON COUNTY, IOWA

BY _____

AMBULANCE SERVICE DEPARTMENT,
MADISON COUNTY, IOWA

BY _____

BY _____
Chairperson, County
Board of Supervisors

UNION
CHAUFFEURS, TEAMSTERS &
HELPERS LOCAL UNION NO. 147,
an affiliate of the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN
& HELPERS OF AMERICA

BY _____
Business Representative

BY _____
Employee Representative

BY _____
Employee Representative

Acknowledged by:

_____
Von Bokern Associates, Inc.
Employer Representative

EXHIBIT A

JOB CLASSIFICATION & PAY RATES

The Sheriff Department hourly wage rates will be as follows:

DISPATCH/JAILERS AND JAILER/DISPATCHERS

	7-1-06	7-1-07
Start	$11.63	$12.18
Six Months	$12.08	$12.63
1 Year	$12.63	$13.18
2 Years	$13.23	$13.78
3 Years	$13.83	$14.38

DEPUTIES

Start w/o ILEA	$15.95	$16.64
Start w/ILEA	$16.15	$16.84
1 Year	$16.35	$17.04
2 Years	$16.85	$17.54
3 Years	$17.27	$17.96

AMBULANCE SERVICE

EMT-id	7-1-06	7-1-07
Start	$10.84 – 35,555.16	11.29 – 37,021.94
After 6 months	$10.92 – 35,817.56	11.37 – 37,284.34
After 12 months	$10.99 – 36,047.16	11.44 – 37,513.94
After 18 months	$11.08 – 36,342.36	11.53 – 37,809.14
After 24 months	$11.18 – 36,669.46	11.63 – 38,136.24

EMT/P

Start	$11.18 – 36,689.61	11.65 – 38,201.34
After 6 months	$11.27 – 36,952.01	11.73 – 38,463.74
After 12 months	$11.34 – 37,181.61	11.80 – 38,693.34
After 18 months	$11.43 – 37,476.81	11.89 – 38,988.54
After 24 months	$11.52 – 37,793.15	11.98 – 39,304.88

Any employee working as the Working Ambulance Foreman will receive and additional $.50 an hour for all hours worked. If the person who is acting working foreman retires or leaves employment with Madison County Ambulance, he or she shall not receive the $.50 per hour for any unused vacation, personal leave, sick leave or holiday, or any other unused time in calculating his or her payoff.

Throughout this agreement, wherever the words "Department Head" appears, it is construed to refer to the Working Ambulance Foreman. The Working Ambulance Foreman will remain in the union but will not be involved in the union negotiations on behalf of Madison County. If the employer does hire a Director of Ambulance Service, all duties of the working foreman reverts back to the "Director".

The new longevity schedules for both the Ambulance Service and Sheriff's Department will be as follows: After four (4) years of service - $.16 per hour. Then receive $.04 per hour for each year of service completed in excess of four (4) years of service up to twenty-five (25) years of service.

APPENDIX A

This Appendix A is hereby added to, and becomes a part of, the Labor Agreement between Madison County, Iowa and Teamsters Union Local 238 effective July 1, 2006.

The following will be the annual procedure for calculating increases in wage rates for ambulance personnel:

The top annual salary for the two (2) top positions, EMT-P and EMT-I, will be multiplied by the appropriate percentage to get the new annual wage rate. The difference between the old and the new annual rate will be calculated and the dollar difference will then be added to each annual rate in the respective scale to determine the new annual rate for each level. That new annual rate will then be divided by the total annual hours, 3, 280 hours, to determine the hourly rate for each level in each class.

Example:
EMT-P
2005
After 24 months 36339.57 X 4% = 1453.58

Add $1453.58 to each step salary

The annual salary divided by 3280 hours = the hourly rate of pay.

The hourly rate is calculated for use only in the event of required overtime payments.

Dated this ____ day of _____, 2006.

For Madison County, Iowa

For Teamsters Local 238