Story Co. PPME #2003 (Sheriff) 7/1/2006 6/30/2008

STORY CO. / PPME # 2003 (SHERIFF) 06-08

LABOR AGREEMENT

BETWEEN

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PUBLIC EMPLOYMENT
RELATIONS BOARD

STORY COUNTY SHERIFF DEPARTMENT

AND

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL 2003

JULY 1, 2006 – JUNE 30, 2008

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AGREEMENT

THIS, AGREEMENT entered into this 6th day of June, 2006 by and between STORY COUNTY, hereafter referred to as the "Employer", and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL 2003, hereafter called the "Union". Throughout this Agreement, wherever the "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE I
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 all employees of the Story County Sheriff's Department, including all full-time and part-time employees of the Sheriff's Department, including: Deputies, Detectives, Detention Officers, Clerks, Dispatchers, and Cooks as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 3618, dated April 26, 1988, Case No.4331, dated December 13, 1990, and Case No. 6108, dated November 8, 1999, which excludes the Sheriff, Chief Deputy, Lieutenants, Sergeants, Communications Administrator, Support Services Supervisor, Jail Administrator, and all other employees excluded by the Act.

ARTICLE 2
NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3
NO STRIKE - NO LOCKOUT

The Employer agrees that during the term of this Agreement it will not engage in any lockout of employees. The Union agrees that during the term of this Agreement, there shall not be any work stoppage, strike, slowdown, picketing, boycott, or any other action on the part of the Union or the employees represented by it which will interrupt or interfere with the operation of the County.

ARTICLE 4
EMPLOYER RIGHTS

The Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct, and control the work of its employees; hire, promote, demote, transfer, assign, and retain 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; schedule vacations; 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's 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.

Except for discipline, suspension and discharge, the rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 5
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, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 6
GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. For purposes of this Article, the words employee(s) or grievant(s) shall also mean and include the Employee Organization/Union. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

A. Informal: An employee shall discuss a complaint or problem orally with his/her immediate supervisor within seven (7) calendar days following its occurrence in an effort to resolve the problem in an informal manner.

B. Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the employee's immediate supervisor within seven (7) calendar days following the oral discussion. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts as they know them to be. Within seven (7) calendar days after this Step 1 meeting, the supervisor will answer the grievance in writing.

Step 2. If the aggrieved employee is not satisfied with the supervisor's answer at Step 1, the aggrieved employee and/or the Union shall present the grievance in writing to the Sheriff within seven (7) calendar days of the supervisor's answer. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts and witnesses as they know them to be. Within seven (7) calendar days after this Step 2 meeting, the Sheriff will answer the grievance in writing and state all facts and witnesses as he/she knows them to be.

Step 3. If the aggrieved employee is not satisfied with the supervisor=s answer at Step 2, the aggrieved employee and/or union and the County shall request the grievance be submitted to an outside independent mediator. Mediation shall be scheduled at a mutually agreeable time between the parties and the mediator. Mediation shall be a pre-requisite to referring the grievance to Step 4.

ARTICLE 6
GRIEVANCE PROCEDURES AND ARBITRATION

Step 4. Any grievance not settled in Step 2 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 seven (7) calendar days after the date of the Sheriff's answer given in Step 2.

An aggrieved employee may elect to have a Union representative present at the grievance meeting(s).

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 known. 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) calendar 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 Federal Mediation and Conciliation Service, Public Employment Relations Board, or the American Arbitration Association 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, with the parties flipping a coin to see who strikes first.

After each party has eliminated the name 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 by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change or amend the terms, conditions, or applications of the collective bargaining Agreement. The arbitrator shall not have power to accept or decide any grievance which involves a matter with the jurisdiction of the Civil Service Commission (Chapter 341A, Code of Iowa). The arbitrator's decision shall be binding on both parties.

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

In the event that any employee takes action on any complaint in any other forum, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding this issue.

ARTICLE 6
GRIEVANCE PROCEDURES AND ARBITRATION

The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

Individuals involved with a grievance procedure may discuss the issue during the working day with involved individuals, but without payment if discussions extend beyond the employee's normal working hours. The aggrieved employee and all County-employed witnesses shall be granted time off with pay to attend a grievance meeting or hearing.

ARTICLE 7
SENIORITY

Seniority means an employee's length of full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.[1] Part-time employees shall accrue seniority on a pro rata basis.

If more than one employee has the same date of hire with the County, the employees' Social Security number will determine the most senior employee. Using the last two (2) numbers, the employee with the lowest number will be the most senior employee.

A probationary employee is an employee who has not yet completed twelve (12) consecutive months of service with the employer. If the employer and employee agree, the probationary period can be extended for any period up to a maximum of six (6) months. A probationary employee may be disciplined or discharged by the Sheriff without cause and without recourse to the grievance procedure.

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

a. Employee quits

b. Employee is discharged

c. Engaging in other paid work while on sick leave, or giving false reason for obtaining a leave of absence.

d. Two (2) days per year of absence without notice to the Employer.

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

f. Failure to report to work fourteen (14) days after being notified to return to work following layoff, when notice of recall is sent to the 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 exceeds one (1) year.

h. Employee retires.

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[1]For the purposes of this Article, Patrol Officers, Patrol Officers who work in the jail, and Detectives are considered one job classification of Deputy. Detention Officers are a separate job classification.

ARTICLE 7
SENIORITY

I. An employee is absent from work for any reason for over one (1) year or for a period of time equal to his/her seniority, whichever is shorter. This may be extended at the discretion of the Sheriff.

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.

The Union shall be furnished with a seniority list of all employees covered by this Agreement.

Staff Reduction. When the working force is to be reduced, the Employer will select which job classification is to be reduced. The employee with the least qualifications and ability will be removed first, when qualifications and ability are relatively equal, in the judgement of the Employer, the employee with the least seniority in the job classification will be removed. 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 report to work in fourteen (14) 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.

If the Employer creates a new position, the Employer and the Union shall bargain through impasse collectively with respect to wages, hours, and other terms and conditions of employment as defined by Section 20.9 of the Public Employment Relations Act.

ARTICLE 8
HOURS OF WORK

The purpose of this article is not to be construed as a guarantee of hours of work or pay per day or hours of work or pay per week. Determination of daily and weekly hours of work shall be at the sole discretion of the employer. The normal workweek shall be from Sunday beginning at 12:00 a.m. through 12:00 midnight of the following Saturday.

The normal workday and work schedule for Patrol Officers, Detention Officers, and Telecommunicators shall consist of the following schedule for a 27 day cycle: Schedule for six (6) months when training is held: 6 days on followed by 3 days off; 6 days on followed by 2 days off; 7 days on followed by 3 days off. Schedule for remaining six months when training is not held: 6 days on followed by 3 days off; 6 days on followed by 3 days off; 6 days on followed by 3 days off. Each workday for Detention Officers and Telecommunicators shall consist of three (3) shifts, and each workday for Patrol Officers shall consist of eight (8) shifts, each shift of eight (8) hours. Detention Officers and Telecommunicators are not allowed breaks and are expected to be on duty at all times.

The parties understand and agree the above schedule for Deputies and Telecommunicators does not equal 2080 hour per year. The difference in time between the above schedule and 2080 hours is utilized in the holiday compensation, as outlined in Article 10 of this agreement.

The normal workday and work schedule for a Clerk shall consist of the following: FIRST SHIFT: 7 a.m. - 3 p.m. Monday through Friday; 8 a.m. - 4 p.m. Monday through Friday; 9 a.m. - 5 p.m. Monday through Friday; 7 a.m. - 5 p.m. for four days. SECOND SHIFT: 3 p.m. - 11 p.m. Monday through Friday for three weeks; 1 p.m. - 11 p.m. every fourth week (four days). The normal work week shall consist of 40 hours per week. The employer reserves the right to schedule working hours.

The normal workday and work schedule for a cook shall consist of the following: 8:00 a.m. - 6:00 p.m. and will not exceed more than eighty (80) hours in a pay period. The regular schedule will consist of three (3) days on followed by two (2) days off, except when to do so will result in excess of eighty (80) hours in a pay period. The current practice of breaks and meal periods will continue.

The normal workday and work schedule for a Detective shall consist of the following: 8:00 a.m. - 4:00 p.m. Monday through Friday. Each workday shall consist of eight (8) hours with a one-half (2) hour paid lunch period.

The yearly work scheduled shall be posted by December 1st and effective January 1st for all bargaining unit employees, except employees in the jail division who will have one additional shift bid to be posted by June 1st effective July 1st of each year. It is understood and agreed that the Employer may revise work schedules in order to adequately staff each shift. The Employer shall give the Union thirty (30) days notice of any major change in the work schedule. Shifts shall be bid once each year, no later than November to begin in January and no later than May be begin in July for the second shift bid of the year for those employees in the jail division. The employee within the division with greatest length of service shall have the first choice of shift.

Bidding shall be done by all bargaining unit members on the basis of seniority for the following shifts:

Telecommunicator	Deputy
0700 - 1500	0700 - 1500
1500 - 2300	0800 - 1600
2300 - 0700	0900 - 1700
	1000 - 1800
	1500 - 2300
	1700 - 0100
Detention Officer	1900 - 0300
0700 - 1500	2100 - 0500
1500 - 2300	2200 - 0600
2300 - 0700	2300 - 0700

Call Back Time. An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at the overtime rate unless such call back is tied to the beginning or end of his/her shift. Employees on special days off (i.e. vacation, holiday, comp time, etc.) shall be called back only after all others on normal routine time off have been called.

Court Time. An employee required to appear for court during off duty hours shall be paid a minimum of two (2) hours pay at the overtime rate, unless the court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event, the employee is paid for actual time spent.

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1 Within the job classification of Deputy, there are three (3) divisions; Patrol, Jail and Detectives.

On-Call Pay. All bargaining unit employees who are required to be in on-call status shall be compensated at their computed hourly rate of ten (10) hours per week for each week spent in on-call status. At present, the only employees required to be on-call are detectives.

If gender balance in the jail division, required by Iowa Code 356, is not achieved after the bidding process, the employer will request volunteers to move to another shift. If there are insufficient volunteers to achieve gender balance, assignment will be made by the employer based on seniority.

ARTICLE 9
OVERTIME

Clerks and Cooks classification will be paid, either in cash or compensatory time, at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for all hours worked in excess of forty (40) hours. The choice between cash and compensatory time will be made by employees during open enrollment.

Deputies and Telecommunicators shall be paid, either in cash or compensatory time, at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for all hours worked in excess of the normal workday or work schedule. An employee may request time off within the pay period equal to any hours in excess of the normal workday or normal work schedule. If the request is granted, these hours will be taken hour for hour. Compensatory time off must be approved by the Sheriff and will normally require a one (1) day notice.

Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the Sheriff.

An employee may accumulate a maximum of forty (40) hours of compensatory time. An employee shall be able to carry over 24 hours of compensatory time from fiscal year to fiscal year. Once an employee reaches the maximum of forty (40) hours, overtime will be paid at the rate of one and one-half (1 1/2) of the employee's regular hourly rate. Employees shall be paid the difference between their total accumulated comp time and twenty-four (24) hours in the final paycheck of the fiscal year ending June 30.

The employer will attempt to distribute contract overtime work (i.e., ISU events, GTSB projects, high school functions, Martin Marietta, etc.) among sworn, regular full time bargaining unit employees prior to the contract overtime work being offered to other persons, notwithstanding those contract events which require supervisory personnel (i.e., VEISHEA).

Such contract overtime work shall be rotated as equitably as possible.

Sworn personnel working contract overtime events shall be paid at regular overtime rate.

Any accrued compensatory time will be paid out at the employee's current rate of pay to the employee prior to any promotion out of the bargaining unit.

The parties agreed method by which overtime is distributed to Telecommunicators is attached to the contract and marked Appendix B.

ARTICLE 10
HOLIDAYS

Full-time employees, and part-time employees on a pro rata basis, are eligible for the following paid holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and two (2) days at Christmas. Holidays will be observed according to the schedule outlined beginning at the start of the employees shift and ending with that shift. Any additional holidays recognized by the Board will be added to the Agreement.

Full-time and part-time non-shift employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time and one-half (1 1/2) for all hours worked except hours worked which exceed an employees normal scheduled hours will be paid at double time. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

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 each holiday or unless on an excused absence.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

For employees on a Monday - Friday work schedule, e.g., Clerks and Detectives, when a designated holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday, and when the holiday falls on a Sunday, the following Monday shall be observed as the legal holiday.

Full-time 6-3 shift employees, and part-time shift employees on a pro rata basis, will be granted ten (10) personal days in lieu of holidays (July 1) per fiscal year. Any unused personal days shall be paid to the employee at the employee's regular hourly rate at the end of the first full pay period at the end of the fiscal year (June 30).

Cooks will be considered shift employees for purposes of this article.

Probationary employees will be granted personal days based on the number of holidays remaining in the fiscal year. Personal days accrued and not used at the time of separation from county employment will be reimbursed on a pro-rata basis.

ARTICLE 11
VACATIONS

Full-time employees and part-time employees, on a pro rata basis, shall be entitled to paid vacations as follows:

After one (1) year of continuous full-time service, eighty (80) hours.
After five (5) years of continuous full-time service, one hundred twenty (120) hours.
After ten (10) years of continuous full-time service, one hundred sixty (160) hours.

Up to forty-eight (48) hour of vacation time can be carried over from one year to the next. After fifteen (15) years of continuous full-time service, an employee may carry over sixty (60) hours of vacation time. After twenty (20) years of continuous full-time service, an employee may carry over eighty (80) hours of vacation time.

Vacation requests of three (3) or more days must be submitted by the 20th of the preceding month, however, requests may be made at anytime in advance of the 20th of the month. The scheduling of vacation leave must have prior approval of the Sheriff and will be granted at his discretion. The Sheriff may require the rescheduling of vacation leave only when, in his judgement, it is absolutely necessary. Vacation time will normally be taken in weekly increments. Vacations of a shorter duration must be approved by the Sheriff and will normally require a three (3) day notice. Notification of approval or denial will be given within seven (7) calendar days. Personal days will be handled like compensatory time off.

Vacation leave shall be computed on an hourly basis and credited to each employee's account every pay period. Employees resigning or terminated before they have completed six (6) months of continuous employment will not be eligible for any vacation benefits.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

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

Except for 6-3 shift employees, vacation extending through an officially designated holiday shall not have that holiday charged against vacation leave.

Any full-time 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.

Employees who work on a scheduled vacation day shall be compensated at the employee's normal pay for the day or week he/she was scheduled to work.

If an employee=s vacation leave has been denied, resulting in an employee reaching the cap, the amount of vacation leave which would otherwise be lost, will be reimbursed at an employee=s straight time hourly rate.

ARTICLE 12
SICK LEAVE

Accumulation. Sick leave shall be accrued by a full-time employee, or a part-time employee on a pro rata basis, at the rate of one and one-half (1 2) days for each month to a total of nine hundred sixty (960) hours.

Family Medical Leave Act. Employees who have at least one year of service with Story County and who have worked at least 1,250 hours in the previous twelve-month period may take an unpaid leave of up to twelve weeks for the following reasons:

1. Birth of a child
2. Placement of a child for adoption or foster care
3. Care of an ill spouse, parent, or child
4. Illness of an employee

Employees may elect, however to use vacation or sick leave as part of the twelve-week family leave. In no event will the total amount of family medical leave, utilized for numbers 1, 2 or 3 above, be permitted to exceed twelve continuous weeks without prior approval of any employee's department head or elected official.

Employees on family leave will have their health insurance continued in the same manner as if leave was not taken. Employees who are required to contribute part of the cost of health insurance will need to make arrangements with the Administrative Officer for timely payments of premiums.

Employees requesting leave must provide thirty days written notice when possible. In additional, employees must indicate the date they expect to return to work.

The employee shall have the right to be restored to the same position that the employee held when the requested FML started, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

Use of Sick Leave. Accumulated sick leave may be used for any disabling or confining medical condition, personal illness, injury, and pregnancy related matters, medical or dental appointments or on the job injury or disability. The employer may require such reasonable evidence as it may desire confirming the medical necessity for use of accumulated sick leave, however, this will not be required for a sick leave of three (3) days or less.

Except for 6-3 shift employees, if a holiday falls within a paid sick leave, that day will be counted as a holiday and not as a day of sick leave.

Sick leave shall be taken in increments of at least one (1) hour at a time.

Notification. When absences due to sicknesses are necessitated, the employee shall normally notify the Sheriff at least one (1) hour prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

ARTICLE 12
SICK LEAVE

Probationary Employees. Probationary employees, with less than sixty (60) days service, are not eligible for sick leave benefits. After successful completion of this sixty (60) day period, sick leave earned during such time period will be credited to the employee's account as of his/her date of employment.

Workers Compensation. An employee may use sick leave, to the extent it is available, for an on-the-job injury for disability. If an employee so elects to use such sick leave in any period for which an employee is receiving Workers Compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period of sick leave under this contract, if the injury or disability had not been compensable. During the statutory waiting period, an employee may choose to use sick leave to the extent it is available. Any amount paid to an employee under this section shall be chargeable against the employee's sick leave. After all sick leave is used, an employee may elect to use any available compensatory or vacation time accumulated.

Family Illness. The Employer may allow the use of sick leave to take care of an employee's immediate family (parents, spouse, child) for medical reasons. This use of sick leave shall not exceed five (5) days per calendar year.

Sick Leave Bank. The County will cooperate in the establishment of a voluntary sick leave bank. Employees who have been employed by the County for at least two years, are eligible to participate subject to the following procedures and conditions:

Employees enrolling in the bank will individually donate one day of their available sick leave to the sick leave bank at the beginning of each fiscal year.

Employees may withdraw days from the sick leave bank for any reason in which sick leave would be available.

If, at any time, the sick leave bank is depleted, those participating in the bank will be assessed an additional day.

Employees who withdraw from membership in the sick leave bank shall not be able to withdraw the days they previously contributed.

Employees will not be able to withdraw days from the bank until such a time as their available sick leave have been depleted.

Employees withdrawing sick leave from the bank are not required to replace those days.

A doctor=s certification will be required as a prerequisite to withdrawing days from the bank.

ARTICLE 12
SICK LEAVE

If an employee receives short term or long term disability benefits from the county=s short term or long term disability carrier, the employee becomes ineligible to further withdraw sick leave from the bank until such a time as the employee returns to work with the county.

ARTICLE 13
FAMILY DEATH

A full-time employee, or part-time employee on a pro rata basis, shall be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions in the event of death of an employees spouse, child, parent, step-parent, step-child, parent-in-law, brother, or sister. In the event of death of a grandparent, grandchild, brother-in-law, or sister-in-law, an employee may be allowed time off with pay, not to exceed three (3) days. Employees may be granted four (4) hours with pay when attending funeral services for fellow county workers as well as for fellow retired county workers. Payment for this time shall be made only if the funeral has actually been attended.

ARTICLE 14
MILITARY LEAVE

An employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

ARTICLE 15
JURY DUTY LEAVE

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, except for mileage and meal expense, when the employees scheduled working hours and jury duty conflict. Every effort will be made to excuse the employee from work duty if his/her scheduled working hours and jury duty conflict. When released from jury duty during working hours, the employee will report to work within two (2) hours.

ARTICLE 16
UNPAID LEAVE OF ABSENCE

An unpaid leave of absence may be granted at the discretion of the Sheriff for a period not to exceed one (1) years duration for illness or other legitimate reasons. While on an unpaid leave, an employee:

a. receives no compensation or benefits;

b. does not earn any leaves or other benefits;

c. does not contribute to retirement programs;

d. must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired;

e. does not accrue seniority after thirty (30) days.

ARTICLE 17
DUES CHECKOFF

The Employer will make bi-weekly deductions from the wages of each employee covered by this agreement if the employee provides the Employer with a written authorization. The deductions will be for Union dues in the amounts certified in such authorization or as the same may be modified by written notification from the Union. The Employer will remit such money to the Treasurer of the Union not later than fifteen (15) days after the money has been withheld.

The Employer may agree, upon appropriate written authorization from an employee, to make deductions for other purposes as conditions permit. The Employer will make deductions in the amount certified in such authorization, and will remit said deducted sum to the payee designated by the employee.

An authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the County Auditor and to the Union and shall automatically be canceled upon termination of employment.

The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article.

ARTICLE 18
ASSOCIATION DUES

The Employer will pay the dues for each eligible employee to the Iowa Sheriffs and Deputies Association and the National Sheriffs Association.

ARTICLE 19
TRAINING

It is recognized that not only the employer wishes to provide training, but also that the employee wishes to receive training to enhance the skills necessary to perform their duties.

The Employer will attempt to schedule six (6) monthly training sessions. The Sheriff will determine four (4) mandatory training sessions for each sworn/telecommunicator/detention officer employee. There will be two (2) non-mandatory training sessions and the employee will have the option of taking a day off in exchange for a day's training only when staffing permits. The Union will be involved through the Union Representative to help identify and implement non-mandatory training opportunities. If time off from the employee's schedule is not granted by that employee's department head he/she will be compensated for eight (8) hours of pay at the straight time rate. All training hours shall be considered the days duty assignment.

Detention Officer, Deputy, and Telecommunicator meetings that are a combination department meeting/training session will be compensated as outline in Article 8 - Hours of Work - Call Back Time.

Travel time and meals incurred while attending training session in Story County will not be reimbursed. Travel time and expenses incurred while attending training sessions outside Story County will be reimbursed in either of the following:

a). The employee(s) will be compensated drive time and meals for each day of training only if said employee(s) drives to and from Story County to the training location each day. Drive time will be compensated from the employee's residence to the training location and back to their residence. Anytime an employee is required to drive their own vehicle they shall be reimbursed mileage. Employees must receive authorization from the Sheriff in advance of travel if mileage is to be reimbursed.

b). Schools, training, seminars, etc. which involve multiple days outside of Story County, the employee(s) will have provided to him/her a vehicle for transportation, or allowed mileage reimbursement, or air travel and overnight lodging, and three (3) meals per day. Tuition, materials, and expenses arising from said training out of necessity will be provided by the Employer.

ARTICLE 19
TRAINING

Mandatory training hours will be included on the monthly work schedule and posted in the department. If training hours are not known when the work schedule is posted, the employer agrees to give the affected employee(s) a minimum of two weeks notice of the mandatory training dates and hours.

Any employee may request additional training. If granted by the Sheriff the employee(s) will be compensated as outlined in this Agreement. If the Sheriff does not grant the training request and the enrollment into the training must be accompanied by permission by the Sheriff or on department letterhead, such authorization may be given with no costs associated with said training falling back on to the employer.

Any permanent employee shall be eligible for "education incentive pay". Such pay shall consist of $5.00 per month per each approved three-unit course, or equivalent, successfully completed on the employee's own time, up to a maximum of 30 units. An approved course is one that is endorsed in advance by the Sheriff and is directly related to the employee=s present or future job responsibilities. To be eligible for education incentive pay, the employee must have been employed by Story County for a minimum of 6 months.

Story County will provide up to $500.00 to each eligible employee for the cost of tuition and books upon successful completion of an approved course, with a maximum of $1000 to each eligible employee per fiscal year.

ARTICLE 20
EARLY RETIREMENT

Effective July 1, 1995, Story County will provide payment of a single health insurance plan for county employees who wish to retire early and retain their group health insurance coverage. Employees who carry family coverage may continue family coverage by paying the difference between single and family premium rates. Premiums will be paid according to the following formula:

YEARS OF EMPLOYMENT	SINGLE PREMIUMS PAID
Ten	12 months
Fifteen	18 months
Twenty	24 months
Twenty-five	30 months
Thirty	36 months

The family coverage option is available for the same amount of time as county single paid premium.

County paid health insurance payments will cease when an employee becomes eligible for Medicare.

ARTICLE 21
INSURANCE

The Employer agrees to provide the same monthly dollar amount for each eligible full-time or three-quarter (3/4) time employee covered by this Agreement as provided other County employees for a benefits package. In no event will this monthly dollar amount be less than five hundred fifty dollars ($550.00) per month.

Prior to any change in the benefit package or to any change in carriers, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the benefits package or as to the carriers be made by the Employer.

The benefit package referred to in this contract shall be subject to all terms and conditions of the contract with the benefit providers selected by the Employer.

Wellness programs will be offered as an option, based on fund availability, under the flex benefit program.

ARTICLE 22
COMPENSATION

The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Any employee whose pay is in dispute, or his/her representative, shall have the right to examine the time sheets and other records pertaining to the compensation of pay of that employee at reasonable times.

Employees shall be paid every other Friday unless that Friday is a holiday, in which case the payday is the last Administration business day before. Full-time employee's bi-weekly compensation will be figured by taking his/her hourly rate and multiplying that rate by eighty (80) hours.

A civilian employee who moves between pay grades shall move to the next higher paying step in the new grade, plus one step.

ARTICLE 23
LONGEVITY PAY

Longevity is based on an employee's anniversary date and is based on continuous full-time service.

5 years	$.18	16 years	$.39
6 years	$.19	17 years	$.40
7 years	$.30	18 years	$.41
8 years	$.31	19 years	$.42
9 years	$.32	20 years	$.43
10 years	$.33	21 years	$.44
11 years	$.34	22 years	$.45
12 years	$.35	23 years	$.46
13 years	$.36	24 years	$.47
14 years	$.37	25 years	$.48
15 years	$.38	26 years	$.49
		27 years	$.50
		28 years	$.51
		29 years	$.52
		30 years	$.53

ARTICLE 24
SHIFT DIFFERENTIAL

In addition to the established wage rates, bargaining unit employees shall be entitled to shift differential for all paid hours in accordance with the following schedule:

Shift	Shift Differential
1500 - 2300	$0.30
2300 - 0700	$0.35

If an employee's normal shift overlaps these shifts, he/she must normally work at least fifty percent (50%) of their hours during the above shift to be eligible for that hourly premium.

ARTICLE 25
GENERAL CONDITIONS

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes it agents, officials, and employees.

The term Sheriff as used throughout this contract means the Story County Sheriff and/or his/her designee.

In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable its invalidity shall not in any way affect the remaining provisions of this Agreement.

The Union and the Employer acknowledge that during negotiations and proposals which resulted in this Agreement, each party had the opportunity to make demands with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

The Employer shall post a copy of this Agreement in an appropriate place in the office and break rooms.

The Employer shall provide a bulletin board for the use of the employees.

ARTICLE 26
EFFECTIVE PERIOD

This Agreement shall be effective July 1, 2006 and shall continue through June 30, 2008 with wages and insurance open in the second year of the agreement (July 1, 2007).

This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification shall cause a written notice to be served on the other party by October 15 of the year prior to the time when modification is desired.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 16th day of June, 2006

ARTICLE 27
EVALUATIONS

The purpose of employee evaluations is to provide an opportunity for both supervisors and the employee to discuss the employee's performance and progress. Evaluations are not disciplinary tools and are not a part of progressive discipline.

Supervisors shall utilize written evaluations procedures, for all departmental employees on the form attached herewith. All employee evaluations shall be confidential and will become part of the employee's personnel file, with the employee retaining a copy if requested by the employee. The employee's signature on the performance evaluation means only that that the employee has seen the evaluation and does not necessarily mean that the employee agrees with, or disagrees with the evaluation. Employees shall have the opportunity to respond to evaluations in writing. Written responses to evaluations shall also be included within the employee's personnel file.

SALARY SCHEDULE
Effective July 1, 2006

	Start	1st year	2nd year	3rd year	4th year	5th year	6th year
DEPUTIES							
Hourly	17.86	18.76	19.64	20.54	21.44	22.31	23.22
Bi-weekly	1428.85	1500.51	1571.31	1642.97	1715.48	1784.58	1857.93
Annual	37150.10	39013.20	40854.18	42717.29	44602.51	46398.98	48306.06
Overtime	26.79	28.14	29.46	30.81	32.17	33.46	34.84
DETENTION OFFICER							
Hourly	15.91	16.69	17.45	18.24	19.04	19.91	20.82
Bi-weekly	1272.96	1335.53	1396.39	1458.97	1523.26	1592.69	1665.55
Annual	33096.87	34723.75	36306.18	37933.33	39604.67	41409.91	43304.33
Overtime	23.87	25.04	26.18	27.36	28.56	29.86	31.23
TELECOMMUNICATOR							
Hourly	14.98	15.62	16.33	17.00	17.67	18.35	19.06
Bi-weekly	1198.53	1249.71	1306.01	1359.75	1413.51	1468.10	1524.40
Annual	31161.85	32492.48	33956.36	35353.62	36751.15	38170.53	39634.41
Overtime	22.47	23.43	24.49	25.50	26.50	27.53	28.59
ASSISTANT COMMUNICATION SUPERVISOR							
Hourly	16.33	17.00	17.67	18.35	19.06	19.69	20.38
Bi-weekly	1306.01	1359.75	1413.51	1468.10	1524.40	1575.58	1630.17
Annual	33956.36	35353.62	36751.15	38170.53	39634.41	40965.05	42384.43
Overtime	24.49	25.50	26.50	27.53	28.59	29.54	30.57
FINANCIAL DATA MANAGER, OFFICE SERVICES TECHNICIAN							
Hourly	14.82	15.46	16.15	16.83	17.50	18.20	18.93
Bi-weekly	1185.73	1236.92	1292.36	1346.10	1399.85	1456.16	1514.16
Annual	30828.99	32159.89	33601.39	34998.65	36396.17	37860.06	39368.18
Overtime	22.23	23.19	24.23	25.24	26.25	27.30	28.39
COOK							
Hourly	12.11	12.70	13.26	13.84	14.43	15.00	15.58
Bi-weekly	969.07	1015.98	1061.18	1107.25	1154.17	1200.24	1246.30
Annual	25195.71	26415.48	27590.75	28788.40	30008.43	31206.35	32403.74
Overtime	18.17	19.05	19.90	20.76	21.64	22.50	23.37

Wage increases take effect first full pay period following an employee's anniversary date.

Appendix B

MEMO

To: Communications Personnel
From: Dina M. Jones, Communications Director
Date: February 1, 2001
Subject: Overtime

An issue of past documentation conflicting with current procedure has been brought to my attention. A policy created in 1993 has been offered as evidence of policy not in keeping with current procedures. The intention of the 1993 document was a first attempt at providing a consistent method of covering staff shortage with overtime within the communications division.

Since 1993, past practice for overtime coverage has changed. The change is a result of changes in the command structure, responsibilities of the Communications Director, and the addition of shift supervisors.

Shift supervisors cover staff shortage on a case by case basis. The basic guidelines for decisions follow the intent of the 1993 document.

- If a staff shortage exists, the shift will be covered by personnel who are, or will be, coming on duty.
- If scheduling conflicts occur with on-duty personnel, off duty personnel will be asked to cover the staff shortage.
- In the event, no one is willing to work the shift, mandatory overtime may be required and is based upon least seniority in the communications division.
- Staff shortages, known in advance, will be posted for review by communications personnel and filled on a voluntary basis.

Coverage of staff shortage with overtime is an administrative responsibility. It is dependent upon several factors including staff availability, notice of the staff shortage, and hours to be covered. It is the responsibility of shift supervisors to find coverage for shift(s). It is not the responsibility of supervisory personnel to work all staff shortages.

The 1993 document titled, "overtime policy" is null and void having been replaced with past practice.

Cc: Sheriff Paul H. Fitzgerald

EXHIBIT 3

STORY COUNTY

By Wayne E. Clinton
Chairperson,
Board of Supervisors

By Paul Fitzgerald
Paul Fitzgerald, Sheriff

By Sherry Howard
Sherry Howard
Administrative Officer

PUBLIC, PROFESSIONAL &
MAINTENANCE EMPLOYEES
LOCAL 2003, IBPAT

By

By

By

By

By