Worth Co. IUOE #234 (Sheriff) 7/1/2006 7/1/2007

WORTH CO./ IUOE #234 (SHERIFF) 06-07

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006, by and between **WORTH COUNTY, IOWA (Sheriff's Office),** hereinafter referred to as the Employer, and **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 234,** hereinafter referred to as the Union.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative those employees of the Employer in the following bargaining unit:

INCLUDED: All regular full-time deputy sheriffs, jail administrator, regular full-time and part-time dispatcher/jailers, jailer/dispatchers, bailiffs and civil clerk employed by the Worth County Sheriff's Department.

EXCLUDED: All other employees in the Sheriff's Office including Sheriff, Chief Deputy, administrative assistants and all others excluded by Iowa Code Section 20.4

ARTICLE 2
SEVERABILITY AND SAVINGS

If any provision of the 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
GRIEVANCE PROCEDURE AND ARBITRATION

A grievance shall mean that there has been an alleged violation or application of the expressed provisions of this Agreement.

Grievance Steps:

Step 1. The employee shall present a grievance in writing to his/her immediate supervisor within seven (7)working days following its occurrence. The grievance must specify the specific provision of the alleged to have been violated. The immediate supervisor or his/her designated representative will answer the grievance within seven (7) working days.

Step 2. If the grievance is not settled in Step 1, the employee shall present the grievance in writing to the Sheriff or his/her designated representative within five (5) working days of receipt of the Step 1 answer. Within ten (10) working days of receipt of the grievance, the Sheriff or his/her designated representative will answer the grievance in writing.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within ten (10) working days after the employee's receipt of the Step 2 answer.

The moving party will submit a request for a list of seven (7) arbitrators from the Public Employment Relations Board at the same time as the notice of referral to arbitration is made. The parties will alternately strike a name from the list, with the moving party making the first strike.

The fees and expenses of the arbitrator will be shared and paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

The arbitrator shall have no power to change, ignore, alter, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties. Arbitrators shall not have power to accept or decide any grievance within the jurisdiction of the Civil Service Commission.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived and it shall be considered settled on the basis of the Employer's last answer. Grievances not filed or processed according to the time limits specified are barred from the arbitration process. If a grievance is at any step is not timely answered by the employer, it may automatically be referred to the next step.

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

The parties may mutually agree to extend the timelines.

For purposes of investigating pending or potential grievances, a duly authorized representative of the Union may have access to County premises with the Sheriff's prior consent. The Union will not interfere with or interrupt the County's operations or the work of its employees.

ARTICLE 4
HOURS OF WORK AND OVERTIME

This Article is intended only to provide a basis for calculating overtime and shall not be construed as a guarantee of or limitation on hours of work per day or per week, or days of work per week.

Work schedules will be established by the Sheriff and posted 15 days in advance. The work period for the purpose of computing overtime will be 18 consecutive days. Only hours worked shall be counted for the purpose of computing overtime.

Deputies annual salary compensates for hours worked up to 102.5 hours in 18 day work period. All others paid on an hourly basis. Overtime for deputies and jailer/dispatchers will be paid at the rate of one and one-half times the employees' straight time hourly rate for hours worked in excess of 102.5 hours in the 18 day work period. All overtime must have prior approval of the Sheriff or his/her designee.

The Sheriff or his designee shall determine whether it is necessary for employees to work overtime hours. All overtime hours must be approved in advance. Nonexempt employees who work in excess of 102.5 hours in 18 days will be paid overtime at the rate of one and one-half times the employee's wage rate or will receive one and one-half hours of compensatory time for each hour of overtime worked. The Sheriff will decide whether overtime is compensated in cash or compensatory time. Employees shall be permitted to use compensatory time within a reasonable period after requesting to use compensatory time if such use would not unduly disrupt the department's operations. Any employee may not accrue more than 120 hours of compensatory time. Any exceptions must be approved in advance by the Sheriff.

Call-Back When it becomes necessary for an employee to be called in before the start of his/her regular work hours or called back to work after his/her regular work hours, that employee will be credited with a minimum of 1 hour at the appropriate rate.

ARTICLE 5
SENIORITY

Seniority means an employee length of continuous service, since the last date of hire. In the case of more than one employee having the same hire date, seniority shall be determined by the last four digits of their social security number. The employee with the higher number would be considered to have more seniority than an employee with a lower number.

The Union shall be furnished with a seniority list of bargaining unit employees, including name, hire date and job classification within thirty (30) days after the effective date of the 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.

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

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

(e) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, certified mail, return receipt requested.

(f) Seniority rights will be forfeited if the employee is laid off for a period of 12 consecutive months.

(g) Employee retires.

Transfers Notice of a position vacancy will be posted for a period of five (5) workdays. Current employees will be given consideration to transfer to the vacancy. The Sheriff will consider qualifications and seniority when selecting the employee for the transfer. The selected employee will be given a thirty (30) day trial period. If the employee is not able to successfully perform the duties in the judgment of the Sheriff, he/she will be transferred back to his previous job.

Reduction In the event of a layoff, employees will be laid off in the following order: temporary, part-time and then the least senior employee(s) in the classification. For purposes of this section, classifications are: deputy sheriff; jail administrator; dispatcher/jailer; jailer/dispatcher; bailiff; civil clerk.

Laid off employees shall have the responsibility of advising the employer of their current addresses and telephone numbers during layoff. If the employer recalls employees, such employees shall be recalled in the inverse order of layoff.

ARTICLE 6
SICK LEAVE

Accumulation: Full-time employees accrue sick leave at the rate of one and one-half (1 1/2days per month (144 hours per year) up to a maximum of 120 days (960 hours).

Use of SickLeave: Employees may use sick leave for any non-work related illness, injury, or temporary disability, including pregnancy, that prevents the employee from performing his/her job duties. Granting of sick leave is not automatic and all sick leave must be approved by the Sheriff or his/her designee. A medical verification of illness or injury may be required to substantiate the need for sick leave. Medical certification satisfactory to the Employer may also be required to verify an employee's fitness for duty following use of sick leave. The Sheriff may require a physician's certificate supporting absences.

Employees may use accrued sick leave for care of and necessary attention to dependents living in their household. Use of sick leave for this purpose is limited to five (5) days per calendar year.

Notification: When absences due to sickness are necessitated, the employee shall notify his/her immediate supervisor 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.

Supplementing Workers' Compensation If injured on the job, Worth County will pay the difference of salary over Workers' Compensation for six (6) months. At the end of the six (6) month period, the employee will either be placed on an unpaid leave status or he/she may request that employment be terminated. During an unpaid leave the employee receives no compensation; does not earn vacation or sick leave; does not collect sick leave benefits; nor does the employer contribute to retirement program(s). Nine (9) months from the date of the injury, the employee will reimburse the employer for all group hospital insurance premiums paid while on leave, if coverage is desired to be continuous.

Conversion of Sick Leave Once an employee has reached and maintains the maximum accumulation of sick leave (120 days), he/she will receive 2 hours of personal time per month not to exceed 24 hours (3 days). Use and scheduling of personal time will be handled in the same manner as vacation. Personal time is not cumulative and may not be carried forward in the next fiscal year. Any personal time not used will be paid at the end of the fiscal year.

Termination of Employment All sick leave shall expire on the date of separation from the County and no employee shall be reimbursed for sick leave outstanding at the time of separation.

ARTICLE 7
FUNERAL LEAVE

A period of up to forty (40) hours with pay may be granted to a regular full-time employee upon his/her request, due to the death of the employee's spouse, child, brother, sister, parent or grandchild. Up to twenty four (24) hours off with pay may be allowed to an employee for the funeral of the employee's grandparent, mother-in-law, father-in-law, son-n-law, daughter-in-law, brother-in-law, or sister-in-law. . Up to eight (8) hours may be allowed in the event of the death of the employee's aunt uncle or cousin.

Only days absent which would have been compensable workdays will be paid for at the rate of an eight (8) hour day. No payment will be made during holidays, layoffs, or other leave of absence. Employee must attend the funeral in order to qualify for funeral leave pay.

ARTICLE 8
VACATION

Regular full-time employees are eligible for vacation as the following schedule:

Years of Continuous Employment	Hours per year
After 1 year	40
After 2 years	80
After 5 years	88
After 6 years	96
After 7 years	104
After 8 years	112
After 9 years	120
After 10 years	128
After 11 years	136
After 12 years	144
After 13 years	152
After 14 years	160
After 25 years	168
After 26 years	176
After 27 years	184
After 28 years	192
After 29 years	200

Scheduling of vacation is subject to the approval of the Sheriff or his/her designee.

Up to eighty (80) hours of vacation may be carried over into the next anniversary year. Vacation is used in daily increments unless otherwise approved by the Sheriff. Vacation may be taken in 4 hour increments with approval of the Employer.

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

All earned, but unused vacation will be paid at termination.

ARTICLE 9
HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

New Years Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Regular full-time civilian 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. A civilian employee scheduled to work on any recognized paid holiday shall receive his/her regular compensation (holiday pay) plus time and one-half the employees hourly rate for hours worked on the holiday.

Civilian employees working on Easter will receive double time and one half the employee's hourly rate for all hours worked.

In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday and not as a day of vacation.

Any employee on unpaid leave of absence or layoff is not eligible for holiday pay. Any employee off work due to an on-the-job injury or paid leave of absence will not receive holiday pay after the first (30) days of absence.

Floating Days Employees are eligible for one (1) floating day during each calendar year. Scheduling of floating days are subject to the approval of the Sheriff or his/her designee. Floating days are not cumulative and cannot be carried forward.

ARTICLE 10
JURY DUTY

A full- time employee required to serve as a juror shall receive his/her regular wage. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, travel expense and meals, received for such duty to the employer. If released from jury duty, the employee shall report to work within two (2) hours of being released.

ARTICLE 11
HOURLY WAGE RATES

All employees will receive a 3.8% wage increase effective July 1, 2006

ARTICLE 12
LONGEVITY

Longevity pay for civilian employees hired prior to July 1, 2006 are eligible for longevity pay as follow: Each employee shall receive longevity pay of 5 cents per hour additional over regular pay for 5 years of continuous service and an additional 5 cents per hour for every year thereafter for full-time employees.

Longevity pay for civilian employees hired after July 1, 2006 and deputy sheriffs are eligible for longevity as follows:

Years of Service	Amount per hour
1 - 5	.05
6-10	.10
11	.15
12	.20
13	.25
14	.30
15	.35
16	.40
17	.45
18	.50
19	.55
20	.60
21	.65
22	.70
23	.75
24	.80
25	.85
26	.90
27	.95
28	1.00
29	1.05
30	1.10
31	1.15
32	1.20
33	1.25
34	1.30
35	1.35

ARTICLE 13
UNIFORMS AND EQUIPMENT

Uniforms and equipment will be provided in accordance with Departmental policy as of July 1, 2005.

ARTICLE 14
INSURANCE

Effective July 1, 2006, the County will contribute up to $510.00 per month or the actual cost of the single premium of Plan 9. Any differences between the single premium and the cost of the single premium of Plan 9 will be deposited in the County annuity program.

ARTICLE 15
DUES DEDUCTION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct 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 Employer will enclose with the deduction a seniority list of unit employees indicating those employees for which dues have been deducted and their rate of pay.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order 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 16
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 on July 1, 2007.

Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party before October 15 of the preceding year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 24th day of April, 2006.

WORTH COUNTY, IOWA

By _____
Chairperson, County

By _____
Sheriff

INTERNATIONAL UNION OF OPR. ENGINEERS, LOCAL 234

By _____
Business Representative

By _____
Business Manager

Worth County Sheriff's Office/IUOE

Addendum to July 1, 2006 to June 30, 2007 Agreement
Hours of Work, Overtime and observance of holidays
Provisions for Civil Clerk

The regular workday will normally consist of eight (8) hours per day with a one-half (1/2) hour unpaid lunch period and two (2) ten (10) minute paid rest breaks. If employees are unable to be relieved from work for their lunch break, then the employee shall be paid for the lunch break.

Overtime: Civil Clerks who work in excess of 40 hours in the work week will be paid overtime at the rate of one and one-half times the employee's wage rate or will receive and one-half hours of compensatory time for each hour of overtime worked. The Sheriff will decide whether overtime is compensated in cash or compensatory time.

Holidays that fall on Saturday will be observed on the preceding Friday and those that fall on Sunday will be observed on the following Monday.