

AGREEMENT BETWEEN

POLK COUNTY, IOWA

AND

Teamsters

LOCAL 238

2012 - 2017

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ARTICLE I

RECOGNITION

Section 1 - Bargaining Representation

The Employer recognizes Teamsters Local Union 238, as the exclusive bargaining representative for its bargaining unit Employees as identified in paragraph two (2) hereof, with respect to the negotiable items set forth under Section Nine (9), Scope of Negotiations, Iowa Public Employment Relations Act and as otherwise provided by law.

Section 2 - Bargaining Unit

The bargaining unit for purposes of the Agreement consists of all eligible regular full-time and part-time Employees employed by the Polk County Sheriff's Office as set forth in PERB Certification NOS. 227 and 339 and any subsequent Amendment of Bargaining Unit certification(s), but excluding all supervisory and excluded Employees as defined by above referenced certification(s) and all other County positions represented by any other certified bargaining representative or excluded from coverage by the Act.

Section 3 - No Guarantee

Nothing in this clause shall be deemed as a guarantee of, or obligation to continue operations or any portion thereof, or as a guarantee of employment to any Employee.

ARTICLE II

DUES CHECKOFF

Section 1 - Deduction of Dues

Upon receipt of written authorization from a unit Employee, the County agrees to deduct on a monthly basis the Union dues and/or contributions to the Teamsters Legal Defense Fund 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 deduction. The Union shall notify the County, in writing, of the exact amount of such regular membership dues and/or fees to be deducted thirty (30) days before such deduction.

Section 2 - Agreement to Indemnify

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

Section 3 - Dues Checkoff Authorization Form

Dues Deduction Forms will be supplied by the Union. Such forms shall be approved by the Employer.

Section 4 - Termination of Dues Checkoff

Employees may terminate the dues checkoff authorization at any time by giving thirty (30) days written notice prior to the deduction of same. Such written notice shall be to the Employer and to the Union by certified mail.

Section 5 – D.R.I.V.E. Checkoff

Upon receipt of written authorization from a unit Employee, the Employer agrees to deduct on a monthly basis, an amount so designated by the Employee, for contribution to D.R.I.V.E. Such deduction shall be remitted by the fifteenth (15th) of the succeeding month to the official designated by the Union, in writing, to receive such deduction.

ARTICLE III

HOURS OF WORK AND OVERTIME

Section 1 - Hours of Work

The Employer shall establish and post uniform hours of work for occupational groups and shifts. Except in emergency situations, two (2) working days notice will be given to affected Employees of a change in the schedule of hours to be worked.

The regular workday shall consist of eight (8) hours, except one (1) thirty (30) minute unpaid lunch break will be allowed at a mutually agreed upon time. Duty schedule assignments shall be made by the Sheriff. Employees shall not receive extra or bonus pay for Saturday or Sunday work as part of their assigned duty schedule.

Section 2 – Overtime

Employees covered by this Agreement shall be compensated for authorized overtime work at one and one-half (1-1/2) times the Employee's regularly hourly rate for work under any of the following conditions:

- For Employees in Civil Service positions and Detention Officers, authorized work in excess of eighty (80) hours within an assigned duty schedule of fourteen calendar days.
- For other Employees in non-civil service positions, authorized work in excess of forty (40) hours within an assigned duty schedule of seven calendar days.

Overtime pay shall be granted by the end of the subsequent pay period in which it was accrued. If the Sheriff is unable to meet the requirements of this Section due to a lack of appropriated funds, compensatory time at the rate of one and one-half (1-1/2) hours for each hour of overtime worked shall then be used as payment for overtime work, but compensation shall not be paid twice for the same hour. If compensatory time off is utilized, it shall be granted by the end of the subsequent quarter in which it is accrued.

Prescheduled overtime is intended as additional work time beyond the Employee's regular work schedule. Except in emergency situations, Employees shall be given at least sixteen (16) hours advance notice of prescheduled overtime.

Section 3 - Right to Require Overtime

Nothing herein shall be construed as a limitation on the Employer's right to require overtime work.

Employees required to remain after the end of their shift to cover manpower shortages on the oncoming shifts will be selected in the following manner. The Supervisor making the request shall first attempt to cover the shortfall by requesting volunteers to work over. All Employees working on the affected shift at the affected work location shall be notified of the overtime possibility. If no volunteers come forward by the time of ending roll call, the positions will be filled in order of seniority, with the least senior Employee(s) present being required to stay over.

The following restriction shall apply to Employees who are held over to cover shortages. When an Employee volunteers for the hold over his/her name is taken off the list. Once the lowest seniority Employee is held over his/her name is removed from the selection and the next lowest Employee becomes the selection and this process continues until all Employees on the shift have been expended or until the beginning of the next calendar month.

All opportunities for overtime shall be posted if the County is aware that such opportunity will be available twenty-four or more in advance. The most senior Employee volunteering for such an opportunity shall be given the overtime but shall have their name removed from the list for overtime for the remainder of the month. If no volunteers come forward by the time of ending roll call, the positions will be filled in order of seniority, with the least senior Employee(s) present being required to stay over.

Within any calendar month no Employee shall be held over or mandated to work more than once unless the entire list has been expended.

Section 4 - No Guarantee of Hours or Days

Nothing herein shall be construed as a guarantee to the Employee(s) of the number of hours of work per day or per duty schedule, or the number of days per duty schedule.

Section 5 - Prior Approval Required

Any work performed for the County outside the Employee's regularly scheduled work shift must have prior approval of the immediate supervisor, as designated by the Sheriff, to qualify for overtime pay as outlined above.

Except in emergencies that preclude the procedure an Employee shall not accumulate more than sixteen (16) hours of overtime in any one duty schedule if that Employee is assigned a duty schedule of five (5) days on duty and two (2) days off duty. Employees assigned to a duty schedule other than five (5) days on duty and two (2) days off duty shall not accumulate more than twenty-four (24) hours of overtime in any one duty schedule.

Section 6 - No Pyramiding of Premium Rates

Overtime shall not be paid more than once for the same hour's work. There shall be no pyramiding of premium rates for the same hour's work.

Section 7 - Shift Bidding

During the twenty-four (24) hour period of the first Monday in November of each calendar year, Employees regularly assigned to a job assignment within a division will be allowed to bid by seniority within their division the shift and days off within the shift. All shift bidding will be completed within seven (7) calendar days and bids will become effective beginning with the first full pay period in January of the following calendar year.

Bids will be honored according to civil service seniority for civil service Employees in any respective division(s).

The latest_date of hire will be utilized as the seniority date for non-civil service Employees.

For bidding purposes within the Jail Division seniority shall be determined by the most recent date of hire. URT Employees within the Jail Division shall have a separate shift bidding process.

Employees reassigned to a division or voluntarily transferring into a division will be offered any vacant position within the division. There will be no bumping allowed during the life of this agreement.

All job vacancies or new jobs within a division will be posted for bid within the division and seniority will prevail. The job vacancy created by the original posting will also be posted for bid and filled by seniority. All subsequent vacancies created will be filled by the Employer.

Any vacancy not filled by the bid process will be posted internally in the Sheriff's Office where Employees outside the division will be allowed to submit a written request to fill the vacancy.

The Sheriff shall not be obligated to award the transfer to any Employee deemed not qualified.

The Sheriff shall have the sole discretion in determining qualifications.

New Section 8 – Shift Trades

Employees may trade shifts and/or days off with other Employees providing such trades do not create an overtime situation, and do not impair the operational efficiency of the operation.

Trades will be allowed within the pay period for all Employees except for dispatch Employees.

Dispatch Employee trades must be made within the same pay week. Such trades shall not be allowed on holidays.

ARTICLE IV
JOB CLASSIFICATIONS

Section 1 - Job Classifications

Sheriff's Unit

Full Time	Grade
Communications Specialist	15
Detention Officer	15
Lead Communications Specialist	16
Deputy	17
Detective	18
Part Time	Grade
Detention Officer	15

Detention Officers working less than 24 hours per week shall be paid at the start rate of the pay grade but shall not be eligible for within the pay grade movement. Detention Officers working 24 hours per week or more shall be eligible for movement within the pay grade, but shall not advance beyond six percent (6%) above the minimum of the pay grade.

Section 2 - Job Description

It is agreed that the Sheriff and County Human Resources Department shall have the right to establish and revise the Nature of Work, Examples of Duties, and Requirements of Work necessary for each job classification

ARTICLE V
SENIORITY

Section 1 - Definition

For the purpose of this Agreement, active and continuous full-time County employment shall be used for the purpose of calculating vacation and sick leave for all Employees, and seniority is determined by:

Field Headquarters Division:

The most recent date the Employee was appointed under the Civil Service Statute of the State of Iowa. The Civil Service date shall become the permanent seniority date and shall not revert back to a civilian non-civil service date of hire, unless the Employee is no longer covered by the Civil Service Statute. If an Employee reverts back to a civilian position, the original date of hire with the County will serve as their seniority date.

Jail and Communications Divisions:

In the case of civilian non-civil service Employees, seniority shall be determined by the most recent date of full-time hire by the Polk County Sheriff's Office.

Service with the County in an excluded or exempt position shall not be applied in calculating seniority for application to the provisions contained in this Agreement except for the calculation of vacation and sick leave.

An Employee who is transferred, for whatever reason, from an excluded or exempt position to a position covered by the terms of this Agreement and who had previously occupied a position covered by the terms of this Agreement, shall have his/her previous service time in the included position re-established without loss and applied to his/her seniority for application to the provisions contained in this Agreement.

Section 2 - Probationary Employees

A new Employee, employed under Civil Service regulations, regardless of ILEA certification, shall be on probation and have no seniority rights or recourse to the grievance procedure for a period of twelve (12) months from the date he/she commences work in a full-time position; and if retained, seniority shall be calculated from the first date of hire or rehire.

Employees employed under Civil Service shall also be subject to the provisions of Chapter 341A.

Employees not employed under Civil Service regulations shall have a contractual probationary period of six (6) months and have no seniority rights or recourse to the grievance procedure for that period.

Section 3 - Loss of Seniority Rights

An Employee shall lose his/her seniority rights and the employment relationship shall be broken and terminated as follows:

- A. Quits or retires.
- B. Is discharged and the discharge is not reversed through the grievance procedure.
- C. Engages in other work while on a paid leave of absence, worker's compensation or disability; or gives a false reason for obtaining a leave of absence, or overstays a leave of absence.
- D. Is absent for two (2) days without notice to the Employer, unless evidence satisfactory to the Employer is presented, clearly establishing that the Employee was physically unable to give such notice.
- E. Fails to report ready for work at the end of a leave of absence.
- F. Fails to report ready for work within seven (7) consecutive calendar days after having been notified to return to work following layoff.
- G. Is laid off out the door for a period exceeding twelve (12) continuous months.

Section 4 - Retirement

Employee retirement is obligatory at age sixty-five (65) for all certified law enforcement Employees.

Section 5 - Seniority Accrual During Unpaid Leave of Absence

Regular full-time Employees shall accrue seniority only during the first six (6) months while on approved, unpaid leave of absence or layoff.

Section 6 - Resolving Conflicts In Seniority

For Employees hired on or after January 1, 2006, where two (2) or more Employees have the same seniority date, conflicts regarding seniority shall be resolved by using the last four (4) digits of the affected Employees social security numbers. The Employee with the lowest number will be deemed to be the most senior. For Employees hired prior to January 1, 2006,

Employees with the lowest Employee number, as issued by the Polk County Sheriff's Office, shall be deemed to have the most seniority.

Section 7 - Part-time Employees

A Part-time Employee is an Employee in a permanent position who is budgeted less than 40 hours per week when computed on an annual basis. Employees who are budgeted to work an average of twenty-four (24) or more, but less than forty (40) hours per week shall receive the following benefits:

- A. Seniority benefits for part-time Employees, except for holiday pay and insurance, shall be pro-rated to reflect the ratio between the Employee's regular scheduled hours and eighty (80) hours or 2,080 hours where applicable.
- B. Holiday pay will be equal to the number of hours the Employee would have been scheduled to work if the observed holiday had not been a day off.
- C. Insurance benefits shall be provided to the same extent and costs as regular full-time Employees.
- D. Movement within the pay range as described in the attached Appendix I- Wage Schedule.

Permanent part-time Employees whose annual averaged work hours are less than twenty-four (24) per week shall be allowed to purchase group health, dental, and vision insurance coverage for themselves and their dependents at the County's group rates.

Permanent part-time Employees shall be eligible to bid on posted full-time bargaining unit vacancies pursuant to the transfer and promotion provisions of Article VII. However, where permanent part-time and full-time bargaining unit Employees apply for transfer, promotion, and/or hire for a true vacancy in a full-time bargaining unit position, and all other qualifications such as ability, experience, training and aptitude are substantially equal, then preference shall be given to the full-time Employee, notwithstanding the seniority of the part-time Employee.

A Part-time Employee's length of active and continuous service with the County shall be adjusted on a pro-rata basis from the Employee's most recent date of hire. The length of service will be calculated on the basis of the ratio between the Employee's annual scheduled hours and 2080 hours. Active and continuous county employment shall be used solely for the purpose of calculating vacation accrual, sick leave pay-out, and disability income eligibility, unless provided otherwise. Consecutive years or years of service as used herein refers to an Employee's adjusted length of service.

ARTICLE VI
TRANSFER PROCEDURE

Section 1 - Transfer Procedure

The Employer shall have sole discretion to fill a vacancy or vacancies. If more than one Employee applies for transfer or promotion, seniority shall be considered at the distinguishing qualification, provided that all other qualifications, such as ability, experience, training, and aptitude are substantially equal.

Section 2 - Transfer Application

Employees interested in such transfer shall, in writing, so advise their division head and the department head if the job is in a different division within the bargaining unit. The Employee shall not be obligated to award the transfer to any Employee deemed not qualified.

Section 3 - Probationary Period for Transferred Employees

If, after a reasonable lapse of time, no to exceed one hundred twenty (120) working days, excluding basic law enforcement training at the Iowa Law Enforcement Academy and field training requirements, the transferred Employee fails to perform satisfactorily the duties of the position to which he/she was transferred, the Employer may remove said Employee and return him/her to his/her former job.

Section 4 - Restriction on Transferred Employees

No regular full-time Employee shall be eligible for transfer within the twelve (12) month period immediately following his/her requested and approved transfer except with the express and written permission of the Employer.

Section 5 - Restriction on Transfer Application

Probationary Employees shall not be permitted to apply for transfer without the express and written permission of the Employer.

Section 6 - Employer's Right to Transfer

The Employer shall have the right to transfer Employees from job to job where deemed necessary, and nothing herein shall be construed as a restriction on this right.

Section 7 - Temporary Transfers

Temporary transfers shall not result in a reduction of the regular pay rate of the transferred Employee, and an Employee temporarily transferred to a higher paid job shall receive the entry rate for same, or his/her regular hourly rate, whichever is higher, provided such temporary transfer extends beyond five (5) workdays within a pay period. Temporary transfers shall be at the discretion of the Employer, and shall be defined as a period of up to thirty (30) workdays. Temporary transfers of over thirty (30) workdays are permitted if such transfer is the result of an approved leave of absence.

Section 8 - Posting Procedure

A true vacancy is defined as a vacancy which the Employer desires to fill with a full-time appointment. A true vacancy in existing job classifications will be posted on designated bulletin boards within five (5) calendar days from the date of such vacancy, within the department. The job will remain posted for six (6) calendar days during which time Employees, in like job classifications, within the department, may make written application to the division head or the department head, if in a different division from that in which that applicant is employed.

Such applications will be submitted on forms provided by the Employer. Employees assigned to work areas that are not an ordinary work site or who are on approved leave away from the work site for six (6) continuous calendar days or more, may notify the Sheriff, in writing, of their desire to be considered for true vacancies which may be posted during their absence. Such written notification must state the specific position(s) for which they desire to be considered.

Such written notification remains in force and effect only for the period of time that the Employee is away from the work site as provided above. Such written notification shall be construed as constituting formal application for posted positions.

Section 9 - Transfer and Promotion - Civil Service

All appointments to and promotions to classified Civil Service positions including those resulting from contracts for police services (new and renewal), shall be subject to provisions of Chapter 341A, Code of Iowa.

Section 10 – Pay Upon Promotion

Upon receiving a promotion, the Employee shall receive a five percent (5%) increase, or the pay rate commensurate with the Minimum of the pay range in the higher job classification, whichever is higher. The promotion shall be effective at the beginning of the payroll period following Board approval of the promotion. This section is to incorporate into the contract the past practice for implementing promotions.

ARTICLE VII
LAYOFF AND RECALL

Section 1 - Layoff

The Employer has sole discretion to determine the necessity for an implementation of layoff of the work force. Except in cases of emergency, notice of layoff will be given at least two (2) weeks in advance of the layoff, or two (2) weeks pay in lieu thereof. If a layoff is deemed necessary by the Employer, it will be administered according to an Employee's seniority within the job classification affected. Employees with the least seniority within the job classification(s) within the divisional unit of the department affected shall be laid off first, provided that operational efficiency and affirmative action are maintained. The determination of the layoff order is subject to the grievance procedure at Step 3.

Section 2 - Layoff Procedure

Regular full-time bargaining unit Employees designated for layoff may, in lieu of layoff, elect to exercise one of the following options, although such options must be exercised in the order listed. Failure to exercise the options in the order listed will result in automatic layoff.

- A. An Employee in a job classification and position designated for layoff shall be given the opportunity to fill a true vacancy in the same job classification in the same division, or revert to a vacant position in a job classification within the division in which the Employee previously held permanent status.
- B. If no true vacancies exist, an Employee whose job classification and position is designated for elimination by layoff shall be eligible for transfer. Such transfer may displace the Employee with the least Civil Service seniority, if applicable, in the job classification, as specified in Article IV, Section 1, designated for elimination by layoff, provided that the Employee has the qualifications and ability to perform the job and the Employer's Affirmative Action Program is maintained.
- C. When no vacancy exists, the procedure defined in A and B above shall result in the Employee with the least department seniority in the job classification affected, within the department, being laid off.

Section 3 - Recall

An Employee to be recalled from a layoff shall be so notified as far in advance as possible by certified mail, return receipt requested, mailed to his/her last address as shown in the Employer's records. Any Employee so called back to work must return within seven (7) consecutive calendar days after receiving such notice, or at the time and date indicated in the notice, whichever is later. Any Employee failing to do so shall automatically lose his/her seniority rights and shall be terminated. An Employee shall be considered as having received notice of the recall as of the date such notice is delivered to his/her last known address, as reflected by the Employer's records. It is the Employee's responsibility to keep the Employer informed of his/her current address and phone number. Employees on layoff shall be recalled in the order of their seniority, provided that operational efficiency is maintained. Probationary, part-time, and seasonal Employees have no recall rights.

ARTICLE VIII

UNPAID LEAVES OF ABSENCE

Section 1 - Eligibility Requirements

At the discretion of the Employer, regular full-time Employees shall be eligible for unpaid leaves of absence after the successful completion of their probationary period.

Section 2 - 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 recommendation. It shall then be forwarded to the Human Resources Department for referral to the Board. The Board of Supervisors shall make the final decision. A copy of the Board action shall be sent to the local Union. Request for such leave shall be submitted on a form supplied by the Employer.

Section 3 - Limited Leave Without Pay

A department head may, at his/her discretion, authorize an Employee's absence without pay for a period not to exceed an accumulated total of ten (10) workdays in any fiscal year.

Section 4 - Long-Term Leave Without Pay

The Board of Supervisors has discretion to authorize special leaves of absence without pay for any period up to ninety (90) consecutive calendar days. This leave is renewable with department head recommendation and Board approval, unless an alternate schedule is approved by the Board.

Section 5 - 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.

Section 6 - Extended Sick Leave of Absence Without Pay

An Employee whose request for unpaid leave is due to a serious health condition, but is otherwise not eligible for Family and Medical leave Act Leave, shall commence leave when the Employee's physician certifies he/she is medically unable to perform his/her job duties. Leave shall terminate after six (6) months or when the Employee's physician certifies he/she is able to return to his/her regular duties, whichever occurs first.

The Employer retains the right to obtain a second opinion from another physician, at the expense of the Employer, from which a final determination shall be made for commencement or termination of leave. An Employee requesting an unpaid medical leave of absence due to serious health condition and not subject to the Family and Medical Leave Act agrees to the release of all information to which the Employee has access to concerning the Employee's physical or mental condition relative to the request for unpaid leave and further waives any privilege for the release of the information.

Section 7 - Benefits While on Unpaid Leave of Absence

An Employee granted an unpaid leave of absence shall not be eligible for fringe benefits, holiday pay, longevity pay, accrued retirement, vacation, or sick leave during the period of such leave. Seniority shall accrue for the first thirty (30) days while on an unpaid leave of absence.

Section 8 - Parental Leave

An Employee, not otherwise eligible for Family and Medical Leave Act leave due to a birth or adoption, shall be eligible for unpaid parental leave.

Written application shall include statement from the attending physician indicating the date the Employee, who has given birth to a child, is capable of returning to employment; or for a father or for an Employee who has adopted a child, a certified record of the date of the birth or adoption of the child.

Parental leave for an Employee, who has given birth to a child, may commence on the date the Employee's physician certifies the Employee is physically capable of resuming her normal duties. Parental Leave for Employees who have become parents of a newborn child or for Employees who have adopted a child shall not exceed thirty (30) calendar days and entitlement to leave shall expire within ninety (90) days of the birth or adoption of the child.

Section 9 - Insurance Benefits While on Unpaid Leave of Absence

Premiums for insurance normally paid by the Employer shall be paid in full by the Employee during an approved, unpaid leave of absence, which is not part of Family and Medical Leave, if the Employee elects to continue coverage. Such leaves include, but are not limited to education and public official leave. Employees on approved unpaid parental leave and unpaid sick leave of absence which is not part of Family and Medical Leave will pay their own insurance premiums after the first ninety (90) calendar days of absence.

Section 10 - Family and Medical Leave

Employees shall be eligible for leaves of absence authorized/guaranteed under the Family and Medical Leave Act. The Act provides for certain guaranteed leaves of absence and in many circumstances, the ability to stay on the Employer's insurance programs during the leave. Requests for leave under the Family and Medical Leave Act shall be administered in accordance with the rules and procedures established in the County Administrative Policy on the Family and Medical Leave Act.

ARTICLE IX

PAID LEAVES OF ABSENCE

PART A. SICK LEAVE

Section 1 - Allowance

A regular full-time Employee incapacitated and unable to work shall notify the supervisor on duty at his/her duty station one (1) hour before his/her scheduled reporting time, stating the nature of the illness and the expected period of absence. The department head shall provide a means for such notification.

This procedure shall be followed for each day the Employee is unable to work, unless prior approval is given by the immediate supervisor. Regular full-time Employees covered by this Agreement shall accrue four (4) hours of sick leave for each pay period while on active pay status, including approved, paid sick leave of absence. The accrual shall not exceed two thousand (2,000) hours.

Section 2 - Use

Employees shall be eligible to use sick leave after thirty (30) calendar day's service with the Employer from the most recent date of hire and under the following conditions:

- A. Hospitalization.
- B. Work-related accident in accordance with Article XV, Section 5.
- C. Quarantine due to exposure to contagious disease.
- D. Sickness/illness.
- E. Scheduled outpatient surgery when at least twenty-four (24) hour notice is given to the Employer.
- F. Scheduled medical or dental appointments of the Employee, the Employee's spouse, legal parent or child of whom the Employee has legal custody. Twenty-four (24) hour notice shall be given to the Employer for scheduled medical appointments, which cannot be scheduled outside the regular workday. Whenever practical, medical and dental appointments shall be scheduled at the beginning or end of the workday.

G. Sickness/illness for an Employee's sick child, spouse or parent. The Employee must have legal custody of the child. This leave is limited to six (6) days per fiscal year.

Section 3 - Abuse

If, and whenever sick leave may appear to be abused, or when an Employee consistently uses his/her sick leave as it is earned, or the period of absence is greater than three (3) days, the Employer shall require from the Employee competent proof of the necessity for such absence. In accordance with this Section, the Employer reserves the right in all cases of illness or reported illness, to require the Employee to furnish a doctor's certificate verifying the necessity for absence. Abuse of sick leave privileges shall constitute grounds for disciplinary action and possible dismissal. Should an Employee be absent because of illness or incapacitation and fail to comply with the specific provisions as found in this Article, such Employee shall then be charged with leave without pay.

Section 4 - Charged by Actual Hours Used

Sick leave will be charged by actual hours used, in one-half (1/2) hour increments. Absences of more than one-half (1/2) hours shall be charged to the next higher one-half (1/2) hour.

No Employee shall be entitled to paid sick leave in excess of the amount of such leave accumulated to his/her credit. Sick leave shall not be posted or available for use during the pay period it is accrued.

Section 5 - Reporting to Duty from Sick Leave

Upon return to duty from sick leave, the Employee shall report to his/her immediate supervisor, provided that the absence was less than five (5) consecutive workdays. For absences in excess of five (5) consecutive workdays, the Employee shall report to the department head upon return to work.

Section 6 - Sick and Injury Forms

Sick and injury forms will not be accepted by the department head unless they have been completed properly, including, but not limited to, the reason for the absence, the nature of the sickness or injury, date of Employee's return to duty (when requested by the Employer), attending physicians diagnosis covering dates of treatment and recuperative period allowed for days off described over his/her signature, and the final approval by departmental management. Sickness and injury forms will be supplied by the Employer.

Section 7 - Employment While on Sick Leave

Employees engaging in other compensable employment while on sick leave of absence may be subject to discharge.

Section 8 – Payment of Sick Leave Upon Termination

Upon termination, other than dismissal for cause by the Employer or election of a bona-fide retirement by the Employee, an Employee shall receive cash payment for a percentage of their accumulated, unused sick leave in accordance with the following schedule, payable in their last pay period. However, the payout will not exceed \$2,000.

Years of Service	Percentage
4 through 10 years	20%
10 through 15 years	25%
15 through 20 years	30%
20 through 25 years	35%
Over 25 years	40%

Section 9 – Sick Leave for Health Insurance Conversion Program Upon Retirement

Upon bonafide retirement with IPERS, Employees shall receive a cash payout of up to \$4,000 for accumulated, unused sick leave converted at the Employee's current hourly rate. The remainder of the converted balance of accrued sick leave shall be converted to a bank for the purposes of purchasing health insurance after retirement. The sick leave Balance for conversion rate purposes will be the Employee's balance before payment of the \$4,000. The Employee's sick leave balance will be converted according to the following schedule:

<u>Sick Leave Balance</u>	<u>Conversion Rate</u>
0 up to and including 749 hours	0% of value
750 up to and including 1,000 hours	75% of value
Over 1,000 hours up to 2,000hours	100% of value

Polk County will continue to pay the entire amount of the COBRA health insurance premium each month until the converted value of the Employee's sick leave bank is exhausted or until the Employee is eligible for Medicare, whichever comes first. The retired Employee may stay with the same health insurance program as when employed, or switch down at any time without underwriting.

The converted value of the sick leave can only be applied to COBRA health insurance premiums. It has no cash value and it is not transferable to another use or to an heir.

If a retired Employee, who is utilizing this benefit, returns to County employment, in a benefit eligible position, all remaining benefits eligibility in the sick leave conversion program will be forfeited.

Section 10 Sick Leave Conversion

All regular full-time Employees who have accumulated over 750 hours of accrued sick leave, may convert new accrued sick leave to personal leave on a ratio of three (3) hours of sick leave to one (1) hour of personal leave, provided they do not use sick leave for two (2) full pay periods preceding the conversion of the accrued sick leave.

Section 11 - Military Leave

Military leave will be granted in accordance with Chapter 29A of the Code of Iowa.

Part B. OTHER PAID LEAVES

Section 1 - Bereavement Leave

A regular full-time Employee shall, after thirty (30) days of continuous employment from his/her last date of hire or rehire, be eligible for a paid leave of absence of up to four (4) days if it is necessary for him/her to be absent from work because of the death of a member of his/her immediate family. In cases involving unusual out-of-state travel, the Employee shall be granted one (1) additional day if they must travel over five hundred (500) miles one way, provided that the Employee's regularly scheduled days off do not occur during this time. Immediate family shall be defined as including spouse, child, stepchild, parent, stepparent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, step brother, step sister, or other relative living within the same household. Only days absent which would

have been compensable workdays will be paid. No payment will be made during holidays, vacation, layoffs, or any leave of absence. Payment shall be made on the basis of the Employee's straight time hourly rate of pay. Employees engaging in other compensable employment while on bereavement leave may be subject to discharge.

Section 2 - Personal Days

Regular full-time Employees who have successfully completed at least six (6) months of continuous service shall be granted seven (7) paid personal days (56 hours) per fiscal year. If used for illness, same day notice must be given. If used for other than illness, the Employer and Employee shall mutually agree on a convenient time. One (1) personal day (8hours) may be carried from fiscal year to fiscal year. Personal days shall not be granted if unused, to any Employee upon retirement, termination, or discharge. Personal leave will be charged by actual hours used, in one-half (1/2) hour increments.

Section 3 – Donated Leave Program

Employees may donate up to four (4) hours of earned vacation or personal leave to an eligible Employee who has been approved for a leave of absence because of a serious illness of themselves, a spouse, legal parent, or child as authorized under the County's Family and medical Leave Act Policy and Article VIII, Section 10 of this contract, but does not possess the necessary earned hours of leave. An eligible Employee is defined as a regular full-time bargaining unit Employee with at least twelve (12) months of continuous employment at the time of the Employee's application for FMLA leave.

The maximum donated time an Employee may receive in a twelve (12) month period measured backward from the date they used any FMLA leave is 240 hours.

Requests for donated leave must be submitted for approval to the Human Resources Director along with a statement of need and supporting medical documentation. Upon approval, the Employee's request will be communicated to all department offices to obtain donated leave. Donated leave shall be accepted until the maximum leave is donated or the Employee returns to work, whichever occurs first.

The use of donated leave shall be subject to the same restrictions and/or requirements as set forth in the applicable benefit and policy manual, and the Employee/recipient shall not derive any accrual of leave as a result of the receipt of donated leave.

Donated leave that is unused upon the Employee's return to work shall be returned to the respective donor.

ARTICLE X
GREIVANCE PROCEDURE

Section 1 - Definition

A grievance is defined as an Employee's claim against the Employer, arising out of an alleged violation in the application of specific provisions of this Agreement.

Section 2 - Grievance Procedure

1. Immediate Supervisor

An Employee, with or without the Union Steward, shall discuss an alleged grievance orally, with his/her immediate supervisor, as designated by the department head within five (5) workdays following its occurrence, or within five (5) workdays the from the date that the Employee first became aware of the cause of the alleged grievance or should have become aware of it with the exercise of reasonable diligence, in an effort to resolve the problem in an informal manner. But, in no case may such an alleged grievance be filed thirty (30) days after its actual occurrence. The immediate supervisor shall respond to the grievance within five (5) workdays.

2. Division Chief or Designee

If the answer if not satisfactory, the mater shall be presented in writing, stating specific provisions of the Agreement allegedly violated, by the Union Steward or Business Agent, to the Division Chief or designee within five (5) workdays after the response. The Division Chief or designee shall respond to the Union Steward or Business Agent in writing, within five (5) workdays.

3. Sheriff or Designee and Board of Supervisors or Designee

If the grievance still remains unadjusted, it shall be presented by the Chief Steward and/or Business Agent, to the designee of the Board of Supervisors, in writing, stating specific provisions of the Agreement allegedly violated within five (5) workdays after the response of the Division Chief or Designee. The designee of the Board of Supervisors shall respond in writing, to the Chief Steward and/or Business Agent, within ten (10) workdays after the meeting with the Chief Steward and/or Business Agent and the Sheriff or designee, but in no case shall the Employer's response be in excess of fifteen (15) workdays from receipt of the

Third Step grievance. Grievances occurring from a transfer/promotion shall be filed at Third Step.

4. Arbitration

Any grievance not settled to the satisfaction of the Employee in Step Three of the grievance procedure may be appealed to arbitration, provided that notice is given in writing to the other party, and is with approval of the Employee organization and the Employee. This appeal must be made thirty (30) workdays after the date the designee of the Board of Supervisors answers in the Third Step grievance procedure.

The issue as stated in the Third Step grievance shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing.

Section 3 - Selection of An Arbitrator

After either party has so notified the other of its referral of a grievance to arbitration, the parties will attempt to meet within ten (10) workdays to select an arbitrator, or to request the Iowa Public Employment Relations Board or the Federal Mediation and Conciliation Service to furnish a list of arbitrators from which the parties will select one (1) arbitrator. Such selection shall be by agreement within five (5) workdays, if possible. Otherwise, the party making the referral shall, within one (1) workday from receipt of such list, strike one (1) name from the list. Within two (2) workdays from the first striking, the other party shall strike one (1) name. If necessary, this process shall be repeated until only (1) name remains. The remaining name will be the arbitrator. Either party, upon receipt of the arbitration list, may reject the list in total, and request another list.

Section 4 - Arbitration Expenses

The fees and expenses of the arbitrator will be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of the stenographic reporting of the hearing shall be borne by the party requesting 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 transcripts. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

An arbitrator selected pursuant to the provisions of Section 3 shall have no authority or power to amend, modify, or nullify provisions of this Agreement. The arbitrator may not hear more than one grievance, unless the presentation of more than one grievance, involving similar facts, issues and contract provisions is mutually agreed to. No monetary liability shall accrue against the Employer prior to the date upon which the grievance was first timely presented to the Employer in written form. Consistent with these provisions, a decision of the arbitrator shall, if within the scope of the arbitrator's authority and supported by a preponderance of the competent evidence, be final and binding on all parties, unless reversed by a court of competent jurisdiction.

Section 5 - Grievance Record

All Second and Third Step grievances shall be reported to the Labor Relations Manager, and each Third Step grievance shall receive a serial number.

Section 6 - Steward Time Off for Grievance Handling

The Union will cooperate with the Employer by handling grievances in such a manner as to create minimal interference with normal operation of the Employer's business. Only one (1) Union Steward shall investigate grievances on the Employer's time. Each department shall maintain a log in which the Steward enters the time of departure and the time of return from grievance investigations and formal grievance meetings.

Section 7 - Time Limitations Employee's Obligation

If a grievance is not presented within any of the time limits specified in this Article, it shall be considered waived and the Employer's last answer shall be final and binding.

Section 8 - Waiver of Contractual Grievance Procedure Right

In the event that any Employee takes action with the Civil Service Commission on any grievance 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.

Section 9 - Employee(s) Signature(s)/Union Representation

It is agreed and understood that all grievances shall be signed by the aggrieved Employee, except at the First Step. An aggrieved Employee may elect to have, or not to have, the Union represent him/her at any first, Second, or Third Step grievance meeting.

It is agreed and understood that neither an Employee nor the Union shall have the right to submit a grievance to arbitration without the written consent of the other.

Section 10 - Civil Service Matters

Civil Service Employees shall, for issues exclusively covered by the Civil Service Act, proceed under provisions of Chapter 341A, Code of Iowa. Civil Service issues shall not be grieved under the grievance procedure outlined in this Agreement.

Those issues, covered within the definition of a grievance in this Article, shall proceed with grievance procedures outlined in this Agreement. Employees of the Department who are not Civil Service and are covered by this Agreement shall have the right to present grievances if covered within the definition of a grievance in this Article, in accordance with the procedures outlined herein.

Section 11 – Discipline and Discharge

The parties recognize the authority of the County to suspend, discharge or take other appropriate disciplinary action against Employees for just cause. Any Employee that is not covered by Civil Service, who alleges that a suspension or discharge was not based on just cause may appeal such action beginning with the Division Chief or his/her Designee.

Section 12 – Exclusion of Probationary Employees

Notwithstanding Section 11 above, nor any other provision(s) of this Agreement, the release of probationary Employees shall not be subject to the grievance procedure.

ARTICLE XI
HOLIDAYS

Section 1 - Designated Holidays

The following shall be recognized as paid holidays:

New Year's Day	The 1 st day of January
Martin Luther King, Jr. Day	The 3 rd Monday in January
President's Day	The 3 rd Monday of February
Memorial Day	The last Monday in May
Independence Day	The 4 th day of July
Labor Day	The 1 st Monday in September
Veterans Day	The 11 th day of November
Thanksgiving Day	The 4 th Thursday in November
Friday after Thanksgiving	The 4 th Friday in November
Christmas Eve Day	The 24 th day of December
Christmas Day	The 25 th day of December

In addition to the holidays enumerated above, any other day declared to be a holiday by the County Board of Supervisors shall be deemed a holiday the same as if enumerated above.

Section 2 - Holidays Occurring on Weekends

In those cases in which the holiday falls on a Saturday, it shall then be observed on the preceding Friday, and in those cases in which the holiday falls on a Sunday, it shall be observed on the following Monday. Employees in continuous operations shall observe the actual day. When a holiday occurs during a leave of absence for which an Employee received compensation, the holiday will not be counted as part of the leave of absence. In the event a holiday falls on an uncompensated day off of an Employee in continuous operations, the Employee shall receive eight (8) hours of pay in lieu of the holiday.

Section 3 - Rate of Pay

Regular full-time Employees shall be paid at the Employee's straight time hourly rate for eight (8) hours, for each of the holidays set forth in this Article occurring during the period in which they are actively employed. An Employee scheduled to work on any recognized paid holiday shall be paid two (2) times the Employee's straight time hourly rate for all hours worked, in addition to the Employee's holiday pay.

Section 4 - Notification Requirement

Employees shall keep their immediate supervisor informed of their whereabouts should it become necessary to contact them in an emergency situation.

Section 5 - Eligibility for Holiday Pay

To be eligible for holiday pay, an Employee shall work or be on approved paid leave, his/her last scheduled workday immediately before, and his/her first scheduled workday immediately following each holiday.

ARTICLE XII

VACATION

Section 1 - Eligibility and Accrual/Administration

Regular full-time Employees in active County employment, who have successfully completed at least six (6) months of continuous service, shall be eligible for vacation leave as it is accrued.

Vacation leave shall accrue by pay periods at a proration of the following rates:

- A. Eight (80) hours per year through four (4) consecutive years of employment.
- B. One hundred twenty (120) hours per year after four (4) through ten (10) consecutive years of employment.
- C. One hundred sixty (160) hours per year after ten (10) through seventeen (17) consecutive years of employment.
- D. Two hundred (200) hours per year after seventeen (17) consecutive years of employment.

Active County employment for purposes of calculating vacation shall include all regularly scheduled employment hours and hours while on approved, paid leave of absence. Vacation shall not accrue during periods of approved, unpaid leaves of absence, layoff, or suspension, unless the suspension is reversed through the grievance procedure.

Employees shall accrue vacation during probationary periods, and shall be ineligible to use accrued vacation until they have successfully completed at least six (6) months of continuous service. In the event of the separation of an Employee prior to attainment of six (6) months of continuous service, he/she shall be ineligible for vacation, either in time off or payment.

Any Employee who retires, terminates, resigns, or is laid off shall not be eligible for holiday pay, sick leave, or vacation leave accrual beyond their last day of actual work at the work site. Accrued leave benefits, for the purpose of this Section, do not extend the Employee's work time with the County beyond their last day of actual employment at the work site.

Section 2 - Other Usage

An absence due to sickness, injury, or disability in excess of that authorized for such purpose, may at the written request of the Employee, be charged against accrued vacation allowance.

Section 3 - Accrual Limitation

Vacation leave credits may be accumulated from year to year subject to the limitation that the accrual may not exceed the Employee's annual entitlement plus forty (40) hours.

Section 4 - Procedure for Requesting Vacation

Employees may request accrued vacation leave off at any time during the year. Vacation requests will be answered within a minimum of ten (10) working days from the date of receipt unless such requests are for a time period sooner than ten (10) working days from the date of submission. In all cases of vacation scheduling operational efficiency must be maintained.

For seniority be the determining factor Employee's requests for accrued vacation leave shall be submitted to the Employer between the conclusion of shift bidding and December 10th. The Employer will have until December 31st to resolve any conflicts in requests.

Section 5 - Payment Upon Termination

In the event of the death or retirement of an Employee, the amount of wages due shall include all unused, earned vacation allowances. In the event of the resignation of an Employee, at least fourteen (14) calendar days notice shall be given by him/her before unused vacation allowance can be included in the amount of wages due, and such person shall remain in active employment during the fourteen (14) calendar days prior to his/her severance of employment. For the purpose of this Section, the death of an Employee shall be considered a termination of employment, which shall require payment of such vacation allowances as might be payable for any other termination. If said termination of employment shall be due to the death of an Employee, such vacation allowance shall be paid to the estate of the deceased Employee, if such estate be opened for probate. If no estate is opened, the allowance shall be paid to the surviving spouse, if any, or the legal heir(s), if no spouse survives.

Section 6 - Forfeiture

In the event of discharge for dishonesty and said discharge is not reversed, or upon a refusal to return to work when recalled from layoff, an Employee shall forfeit all rights to vacation pay.

Section 7 - Charge by Actual Hours Used

Vacation leave shall be charged by actual hours used, in one half (1/2) hourly increments, with a minimum of one (1) hour. Vacation leaves of more than one (1) hour shall be charged to the next highest one half (1/2) hour. No Employee shall be entitled to vacation leave in excess of

the amount of such leave accumulated to his or her credit. Vacation leave shall not be posted or available for use during the pay period it is accrued.

Section 8 - Holiday Credit

When a holiday occurs during an Employee's assigned vacation, and the Employee is otherwise entitled to the holiday, it will not be counted as part of the vacation

ARTICLE XIII

WAGES

Section 1 - Compensation

Employees shall be compensated in accordance with their assigned job classification and corresponding pay grade as set forth in Appendix I. The wages of Employees shall be paid every two (2) weeks on Friday of the appropriate week, except on weeks that the normal pay day would occur on a holiday, as outlined in this Agreement, then the pay day shall occur on the last regular workday of the pay week that is not a holiday.

Section 2 - Entry and Advancement Within Pay Range

All Civil Service Employees shall enter and advance through their respective pay range as set forth in Appendix I based upon their Civil Service seniority date, regardless of their date of hire. All other unit Employees shall enter and advance through their respective pay ranges as set forth in Appendix I based upon their date of hire.

Section 3 - Call Time

Call time is intended to compensate an Employee for making a special trip to work. To qualify for call-in compensation, the Employee's call-in time worked cannot be contiguous either before or after his or her regularly scheduled work shift. Call time is not to be construed as portal-to-portal. A regular full-time Employee shall be guaranteed a minimum of two (2) hours of call time. Call-in time shall be compensated in the same manner as Overtime, Article III, Section 2 of this Agreement.

Twelve (12) hours of staff meeting and/or training session annually, which is contiguous either before or after the Employee's shift, shall be compensated at the Employee's straight time hourly rate of pay, provided that attendance is mandatory. Staff meetings and/or training sessions in excess of that outlined above shall be compensated as provided in Article III, Section 2 provided that attendance is mandatory.

Section 4 - General Wage Increase

Effective on the dates shown, Appendix I reflects a general wage increase applied to the base annual rates for Employees that have reached or are above the maximum of pay range for their pay grade.

<u>Effective Date</u>	<u>Percentage Increase</u>
July 1, 2012	One and One Half Percent (1.5%)
July 1, 2013	Two Percent (2%)
July 1, 2014	Two and One Half Percent (2.5%)
July 1, 2015	Three Percent (3%)
July 1, 2016	Three Percent (3%)

Section 5 - Subpoena Pay

- A. Employees subpoenaed in a civil action involving a government entity or criminal action shall be paid their straight time hourly rate for all hours worked during their regularly scheduled work shift.
- B. Employees subpoenaed in a civil action involving a government entity or criminal action during any off-duty period shall be compensated for a minimum of two (2) hours in the same manner as found in Article III, Section 2 of this Agreement.

Section 6 – Shift Differential

In addition to the established wage rates, the Employer shall pay an hourly premium of thirty-five cents (\$0.35) per hour to Employees for all hours worked on a regularly scheduled shift, beginning between 3:00 p.m. and 11:00 p.m., and thirty cents (\$0.30) per hour to Employees for all hours worked on a regularly scheduled shift, beginning between 11:00 p.m. and 6:00 a.m. Employees working a regularly scheduled shift that overlaps the second and third shift shall be paid, in addition to the established wage rate, the hourly premium as outlined above for actual hours worked on each shift. This shift differential shall not apply in calculation of holiday, vacation, sick leave, or any other benefit.

Section 7 – On Call Pay

Employees who are placed on call shall be compensated two (2) hours of straight time pay for each day they are on call. On call pay shall not count as hours worked when computing overtime or pay and shall not be paid at any premium rate.

Section 8 - Deferred Compensation

The Employer shall contribute one dollar (\$1.00) for each two dollars (\$2.00) contributed by the Employee up to a maximum of forty dollars (\$40.00) per month. Effective July 1, 2013, the maximum Employer contribution shall increase to fifty dollars (\$50.00). Effective July 1, 2014, the maximum Employer contribution shall increase to sixty dollars (\$60.00). Only contributions to active providers shall be eligible to receive matching funds and to have payroll deductions made.

ARTICLE XIV

INSURANCE

Section 1 – Health Insurance Benefits

The Employer shall provide regular full-time Employees with the following insurance plan:

- Wellmark Blue Choice Plan
- Dental Plan
- Vision Plan

In each year of the agreement, the Employee shall contribute a percentage of the cost of single health, vision, and dental coverage based on the following schedule:

Pay Grade 15 through Pay Grade 18 – 12% of Cost

Section 2 – Dependant Health Insurance Benefits

The Employer shall provide regular full-time Employees who desire health, vision and dental insurance coverage for their family the following insurance plan:

- Wellmark Blue Choice Plan
- Dental Plan
- Vision Plan

In each year of the agreement, the Employee shall contribute a percentage of the cost of dependent coverage premiums for health, vision, and dental plans based on the following schedule:

Pay Grade 15 through Pay Grade 18 – 12% of Cost

Section 3 - Life Insurance Benefits

Regular full-time Employees shall receive the following term life benefits:

Effective Date	Amount of Coverage
Effective with this Agreement	\$20,000

The Employer shall arrange for Employees to have the ability to purchase additional coverage for themselves, their spouse and children with limited underwriting in amounts set by the Employer and carrier.

Section 4 - Insurance Carrier

The Employer retains the right to select and change insurance carriers, or to self-insure all or any portion of insurance benefits, at any time during the duration of this Agreement, without reduction in benefits.

Section 5 - Flex Benefit Plan

The Employer shall provide Employees with a Section 125 Flexible Benefit Plan for the payment of medical expenses not covered by the medical, vision, and dental plans (medical reimbursement account) and dependent care expenses (dependent care reimbursement account). The plan shall be subject to revisions to comply with federal and state law.

Section 6 – Disability Insurance

After thirty (30) days employment, the Employer shall provide at no cost to thes, working at least 24 hours per week, long term disability (LTD) insurance designed to cover sixty percent (60%) of the monthly salary with a maximum monthly benefit of \$7,500. Such LTD insurance shall have a ninety (90) calendar day elimination period. Employees may utilize sick leave, personal leave, vacation leave, or compensatory time during the ninety (90) calendar day waiting period. The Employer agrees to provide health insurance for twenty-four (24) months following the start of long disability in accordance with section 1 and section 2 above. If an Employee has not returned to full service within the twenty-four (24) month period the employment status shall be terminated. There shall be no accrual of vacation, sick leave, or any other paid leave benefits while receiving disability. Benefits from the disability plan may continue beyond the twenty-four (24) month “disability employment status” time frame.

The Employer shall make available short term disability insurance at a group rate to cover the ninety day waiting period addressed in the LTD coverage. Employees shall contribute 100% of the cost for the short term disability. Employees that have purchased short term disability may utilize paid leaves of absence during the ninety (90) calendar day waiting period, in addition to receiving the disability insurance. An election shall be made as to exercise maximum allowable benefits or partial benefits prior to receiving disability. An Employee's accrual rate for sick leave and vacation leave will be adjusted to reflect accruals only for paid accrual time utilized and holiday pay may be pro-rated based on paid hours while the Employee is on short term disability.

ARTICLE XV

GENERAL PROVISIONS

Section 1 - Union Officers, Stewards, and/or Representatives

The Union agrees to furnish to the Employer the names of its officers, stewards, and representatives on July 1 of each year of the contract.

Section 2 - Special Reimbursements

Personal property required in the performance of work duties which is damaged while performing assigned work duties through no fault of the Employee may be repaired or replaced by Polk County. This includes such items as eyeglasses, hearing aids, watches and clothing. In order to be compensated, such damage must occur during work hours and in the performance of assigned duties. Damage to personal property which occurs as a result of the violation of a safety rule, work rule, negligence of the Employee or normal wear and tear associated with the Employees' duties will not be repaired or replaced. In no event shall the reimbursement exceed \$300 per item.

Damage to personal property which is not absolutely essential for the performance of work assignments shall not be reimbursed. This includes such items as rings, jewelry, watches and other items not absolutely essential for the performance of assigned work duties. Employee vehicles are specifically excluded from coverage.

Polk County shall not be responsible for damage to or loss of personal property caused by vandalism, theft, negligence or other causes.

The Employee shall submit such a request to the Sheriff, the Sheriff shall investigate the request and shall forward the request with his recommendation to the County Human Resources Department, which shall approve or disapprove the request for reimbursement. The decision of the county Human Resources Department is subject to the grievance procedure at Step 3.

Section 3 - Employee's Address and Telephone Number

In order to properly administer the terms of this Agreement, it is necessary that the Employer have at all times the current address and telephone number of each Employee. It shall be the obligation of each Employee to keep the Human Resources Department and the Sheriff's Office advised of his/her current address and telephone number. The Employer shall be held harmless against any and all grievances arising from the Employer's inability to comply with the

provisions of this Agreement due to the absence of Employees' current addresses and telephone numbers.

Section 4 - Union Negotiators

The Employer and the Union agree that not more than the following number of bargaining unit Employees may be selected by the Union to represent the Union in negotiations, where both parties are in attendance, without loss of pay.

Divisions	Number Employee Negotiators
Patrol	1
Jail	1 (Deputy) 1 (Detention Officer)
Civil	1
Detective	1
Dispatch	1
Chief Steward	1
Maximum Total	7

The Union shall inform the Human Resources Department of its selection fourteen (14) days prior to the beginning of negotiations. In the event that changes during the course of negotiations would adversely affect the Employer's normal operations, the Employer may require up to two (2) weeks notice prior to such change.

Section 5 - Nonaccrual of Benefits While on Worker's Compensation

Employees shall accrue vacation and sick leave benefits while receiving Worker's Compensation weekly benefits.

Employees shall be permitted to utilize sick leave for only the first five (5) workdays of a work-related injury.

Section 6 - Clothing Allowance

Employees who are required by the Sheriff to wear plain clothes in the performance of their assigned duties, shall receive an annual total clothing allowance for the term of the Agreement of six hundred dollars (\$600.00). The clothing allowance shall be paid semi-annually, and separate from wages.

The Employer will provide Employees in the Communications Division with uniform shirts.

Section 7 - Equipment

If any Employee of the Sheriff's Department is required to wear a protective vest, same shall be provided by Employer. Determination of what constitutes an appropriate protective vest shall not be subject to the grievance procedure, but may be subject for Labor/Management Meetings.

The Employer shall issue quarterly to Employees required to carry or who must be qualified to carry a duty handgun, factory ammunition in the amount and type specified by the Employer for Employees to carry if on duty. Employees must utilize all unused ammunition in authorized practice before new ammunition is issued. Employees shall be responsible for replacing all issued ammunition used, lost, or otherwise unaccounted for, except that used by the Employee in authorized practice or official duty. Determination of who shall be issued or what constitutes appropriate factory ammunition shall not be subject to the grievance procedure.

Employees required to carry or who must be qualified to carry a duty handgun shall be provided an approved duty handgun by the Employer. Holster, magazine pouch, night site and spare magazines shall also be provided by the Employer to Employees as required by their duty assignment. The determination of what constitutes an approved duty handgun, holster, magazine pouch, night site and spare magazines shall be made by the Employer.

Section 8 – Health and Safety

The Employer shall make all reasonable provisions for the safety and health of Employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect the Employees from injury and illness.

Section 9 – Work Rules

The reasonableness of all existing and future work rules shall be subject to the grievance procedure. Before existing work rules are changed or new work rules are established, a copy of the proposed work rule(s) shall be displayed on-all designated bulletin boards and forwarded to the Union Office for a period of five (5) workdays before becoming effective. Nothing in departmental work rules shall amend or modify this Agreement. Any grievance filed on this section shall not interfere with the implementation of the work rule unless agreed to by both parties.

Section 10 – Special Assignment Pay

Deputies assigned to Criminal Investigation Division (CID), Drug Task Force, and Investigations/Intelligence shall be considered Detectives during time assigned to such duties.

Employees assigned to special operations such as: Metro S.T.A.R and Utility Response shall be compensated one thousand dollars (\$1,000) per year.

Section 11- Food Allowance

Employees assigned to and work at the Polk County Jail, shall be guaranteed one (1) meal per shift for the duration of the contract. Effective July 1, 2012, Employees will pay two dollars (\$2.00) per meal for each meal provided by the Employer.

ARTICLE XVI
EMPLOYER RIGHTS

Section 1 - Employer Rights

Except to the extent expressly abridged by a specific provision of this Agreement, 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; develop and enforce rules for Employee discipline; maintain the efficiency of governmental operations; establish new jobs; abolish or change existing jobs and operations; schedule working hours, including overtime work; determine Employee qualifications; schedule vacations; relieve Employees from duties because of lack of work, or for other legitimate reasons; determine what work or services shall be purchased or performed by the unit Employee; 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 the Employer had prior to the signing of this Agreement.

ARTICLE XVII

NO STRIKE – NO LOCKOUT

Section 1 - Prohibited Practices/Strikes Prohibited

The parties agree to faithfully abide by all applicable provisions of the Iowa Public Employment Relations Act. Specifically, neither the Union, its Officers, or Agents, nor any of the Employees covered by this Agreement shall violate Sections Ten (10) or Twelve (12) of the Iowa Public Employment Relations Act.

Section 2 - Prohibited Practice Violations

Any or all Employees who violate any of the provisions of this Article may be discharged, or otherwise disciplined.

Section 3 - Lockout Prohibited

The Employer agrees to abide by Section Ten (10) of the Act regarding the prohibition of lockout

ARTICLE XVIII

ENTIRE AGREEMENT AND WAIVER CLAUSE

Section 1 - Entire Agreement

This Agreement supersedes and cancels all previous Agreements and practices between the County and the Employee organization, unless expressly stated to the contrary herein, and together with any mutually agreed to amendments supplemental hereto, constitutes the entire Agreement between the parties and concludes collective bargaining during its term.

Section 2 - Waiver Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unequivocally waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement during its term.

ARTICLE XIX

SAVINGS

Section 1 - Savings

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

ARTICLE XX

DURATION

Section 1 - Duration

This Agreement shall be in force and effect for five (5) fiscal years from July 1, 2012 to and including June 30, 2017.

Section 2 - Reopening of the Agreement

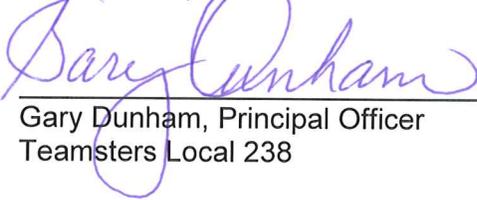
This Agreement shall be binding and not reopened for the life of this Agreement, except that any item may be reopened for further negotiations anytime during the duration of this Agreement, provided that both the County and the Union mutually agree to reopen negotiations of the item. If there is not mutual agreement of both parties to reopen an item for negotiations, then such item shall be in effect for the entire duration of this Agreement.

In witness whereof the parties set their hands this 15th day of May, 2012.

FOR THE UNION



Rik Willett
Business Representative



Gary Dunham, Principal Officer
Teamsters Local 238

Negotiation Committee

Brian Anderson, Deputy
Manager
Ryan Evans, Deputy
Dennis George, Chief Steward
Jeff Henrich, Deputy
Joshua Jacquin, Detention Officer
Caleb Schmitz, Detention Officer
Adam Suter, Communications Specialist

FOR THE EMPLOYER



Angela Connolly
Chairperson
Polk County Board of Supervisors

Robert Brownell
E.J. Giovannetti
Tom Hockensmith
John Mauro



Tony Bisignano, Director
Department of Human Resources

Negotiation Committee

Michael Campbell, Labor Relations
Lola Evans, H.R. Benefits Administrator
Susan Elliott, Project Manager
Frank Marasco, H.R. Analyst
Victor Munoz, Chief, 1st Deputy
Joe Simon, Captain

APPENDIX I

All regular full-time unit Employees shall be hired at the Minimum of their respective pay grade and shall advance as follows through their respective pay range. Such salary shall not exceed seventy-five percent (75%) of the annual salary of the Sheriff.

Employees hired at the Minimum of the pay scale will be awarded one half of the anniversary increase after six months of satisfactory service and shall receive an additional one half of the anniversary increase after completion of twelve months of service.

The Sheriff or his/her designee reserves the right to begin Employees at up to twelve percent (12%) above the minimum of the pay scale. Advanced start rates will be based objective criteria such as, but not limited to:

- Prior experience;
- Certifications on file that Employee has already passed jail school;
- ILEA certification on file; and/or
- Advanced education in a related field.

Employees hired above the minimum shall not receive six month increases and shall receive annual increases on their anniversary date. Employees within the pay scale shall not receive across the board increases. If an Employee's final movement within the pay scale is less than the allowable annual percentage increase the Employee shall be given the greater of (1) the difference between their current rate and the maximum of the pay grade or (2) the general wage increase.

Anniversary increases for Employees not at the top of the scale shall be as follows with pay adjustments made effective on the Employee's anniversary date:

- July 1, 2012 through June 30, 2013 – 4%
- July 1, 2013 through June 30, 2014 – 3.5%
- July 1, 2014 through June 30, 2105 and after – 3%

Pay Grade	Minimum	Maximum
15	\$39,452	\$56,146
16	\$41,373	\$58,887
17	\$43,386	\$61,760
18	\$45,497	\$64,792