

**2012 – 2015**

**COMMUNICATIONS**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CLINTON COUNTY  
COMMUNICATIONS COMMISSION**

**AND**

**PUBLIC PROFESSIONAL & MAINTENANCE  
EMPLOYEES, IUPAT LOCAL 2003**

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**ARTICLE 1**  
**PREAMBLE**

1.01 PREAMBLE.

THIS AGREEMENT entered into this 1<sup>st</sup> day of February, 2012, by and between the CLINTON COUNTY COMMUNICATIONS COMMISSION, hereinafter referred to as the "Employer" and PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES, LOCAL 2003, INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, AFL-CIO, hereinafter referred to as the "Union" represents the complete and final agreement on all bargainable issues between the Employer and the Union.

1.02 INTENT and PURPOSE.

The Employer, the Union, and the employees, further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of the Clinton County Communications Commission.

**ARTICLE 2**  
**RECOGNITION**

2.01 RECOGNITION.

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees of the Clinton County Communications Commission, excluding Chairman, CETA employees and all employees excluded by Section 4 of the Public Employment Relations Act.

2.02 EQUAL OPPORTUNITY.

The Employer and the Union agree to cooperate fully to assure that there will be no unlawful discrimination against any employee because of race, creed, color, national origin, sex, union activity or lack of union activity.

2.03 GENDER.

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

2.04 LABOR/MANAGEMENT MEETINGS.

The Labor/Management Committee shall meet at least once a month at a mutually established time. Additional meetings may be held at the request of either party. All Labor/Management meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss other issues, which would improve the relationship between the parties. The Labor/Management Committee representative for the employer will be the Communications Manager. The employee organization will designate two (2) employees to serve on said committee. Other operators may attend Labor/Management meetings to observe or be available to give clarification. There will be no pay from the employer for the employees for attending the Labor/Management Committee meetings. The Labor/Management Committee will be separate from any scheduled operator meetings or training, but said meetings may be contiguous. In the event the bargaining unit representative will be attending the Labor/Management meeting, the employee organization will notify the Communications Manager at least twenty-four (24) hours in advance of said meeting, so an additional employer representative may attend.

## 2.05 TIME FOR UNION ACTIVITIES.

The Union shall be allowed release time for two (2) employees for the purposes of attendance at the following: negotiations, mediations, fact-finding and arbitration hearings and grievances and prohibited practice complaints if meetings are mutually agreed to be scheduled during the regular workday. Requests for proposed attendance at such meetings shall be submitted to the employer's representative for approval at least ten (10) days in advance of the desired absence. Such release time shall be without any loss of pay.

The release time for attendance for negotiations shall be limited to twenty (20) hours per person. Employees released from duty for union business shall respond to calls from the work place in the event of necessity or emergency.

## 2.06 DUES DEDUCTION.

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing during the last thirty (30) days of any fiscal year, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15<sup>th</sup>) 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 monthly dues remittance shall be accompanied by a list indicating the name, current address, hourly rate of pay, and amount of dues deducted from each employee for whom dues have been withheld noting any additions or deletions from the previous month with a notation as to the reason for the deletion. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of Section 2.06.

## **ARTICLE 3 MANAGEMENT RIGHTS**

### 3.01 MANAGEMENT RIGHTS

Except as expressly modified by 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 to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Exercise all powers and duties granted to the public employer by law.
9. Initiate, prepare, certify and administer its budget.

## ARTICLE 4

### GRIEVANCE PROCEDURE

#### 4.01 GRIEVANCE STEPS

A grievance is defined as a dispute an employee may have with the Employer concerning the interpretation, application or violation of the express terms of this agreement by the Employer. The Union may file a single grievance on behalf of a group of employees. Should an employee have a grievance, it shall be adjusted in the following manner:

Step One. An employee who claims a grievance shall present such grievance in writing with or without a steward, to the Manager within seven (7) calendar days after the occurrence upon which the grievance is based. The grievance shall be signed by the employee or a Union Representative and state what article and/or section of the contract was violated. The manager shall give a written answer to the grievance within seven (7) calendar days after the grievance was presented to the Manager.

Step Two. If the grievance is not settled in Step 1., the Employee and the Steward may appeal it within seven (7) calendar days after the answer of the Manager. The grievance shall be in writing, signed by the aggrieved employee and the steward, and shall specifically state the facts and the section of this agreement alleged to have been violated. The written grievance shall be promptly submitted to the Technical Oversight Board Chairperson who shall give an answer in writing to the employee and steward within seven (7) calendar days after the grievance has been presented to the Technical Oversight Board Chairperson. The Technical Oversight Board Chairperson will notify the Chairman of the Commission when a grievance is received.

Step Three If the grievance is not settled in Step Two, it may be appealed to arbitration by the Union by written notice of a request for arbitration submitted to the Sheriff within seven (7) calendar days after the receipt of the Employer's Step Two answer. Said written notice shall be signed by a representative of the union and shall state the specific section of this agreement which is alleged to have been violated. It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the consent of the other. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Public Employment Relations Board to submit a list of five (5) arbitrators. Upon receipt of the list the parties designated representative shall determine by lot the order of elimination and thereafter shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

#### 4.02 RULES.

1. The failure of an employee, the Union or its representatives to appeal a grievance to the next step within the applicable times specified above shall bar an employee, the Union or its representatives from appealing the grievance further and any such grievance shall be considered as settled.
2. The failure by the Employer to reply within the applicable times specified above shall be deemed a denial of the grievance, which may then be appealed to the next step.
3. Any time limits specified may be extended by mutual written agreement. Any grievance step or part thereof may be waived by mutual agreement of the Employer and the Union.
4. Bargaining unit employees may process a suspension or discharge through the grievance procedure.

4.03 ARBITRATION PROCEDURE.

An arbitrator, selected pursuant to the provisions of Step Three, shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor to add to, subtract from, modify or amend any terms of this agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer, in any matter reserved to the Employer by law, on the terms of this agreement. A decision of the arbitrator, within the scope of the arbitrator's authority, shall be final and binding upon the Employer, the Union and the aggrieved employee(s). The Arbitrator may not hear more than one grievance, unless the Employer and the Union mutually agree to the presentation of more than one grievance. The Employer and the Union will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and the costs of a hearing room. The party incurring them shall pay any other expenses.

**ARTICLE 5**  
**SENIORITY and LAY-OFF**

5.01 SENIORITY DEFINITION

Seniority is defined as an employee's length of continuous service from his most recent date of hire. In the event a dispute arises as to the seniority of two (2) or more employees starting to work on the same date, then the older in age shall be deemed to have the greater seniority. Each new employee shall serve a probationary period of six months, at the end of which said employee shall be added to the seniority list, as of the date of hire.

5.02 NOTICES TO UNION and EMPLOYER

The Union shall be furnished with a seniority list and job classification of all Bargaining Unit employees covered by this Agreement within thirty (30) days of July 1<sup>st</sup> of each year. The same list shall be posted on a bulletin board in the work place. Employees shall have ten (10) days from the date of posting to object to the seniority list. If an objection is made and the Employer is unable to satisfy the objection within ten (10) days, the Employee may file a grievance in accordance with the grievance procedures in the Agreement.

5.03 LAYOFF and RECALL

In the event employees must be laid off, seniority shall govern except the employees must be qualified to do the job involved. Employees to be laid off will be notified as soon as possible. Employees shall be recalled in the inverse order of layoff, provided the laid-off employees have provided the Employer with their current address during the layoff.

**ARTICLE 6**  
**COMPENSATION**

6.01. HOURLY WAGE RATES

The hourly wage rates of the Communications Operators shall be increased by the amount of thirty-four cents (\$.34) on July 1, 2012; thirty-eight cents (\$.38) on July 1, 2013; and, forty-three cents (\$.43) on July 1, 2014.

Operator:	July 1, 2012 to June 30, 2013:	\$18.94 per hour
	July 1, 2013 to June 30, 2014:	\$19.32 per hour
	July 1, 2014 to June 30, 2015:	\$19.75 per hour

During their six (6) month probationary period, the operator shall be paid at 80% of the established wage rate. During their seventh (7<sup>th</sup>) through twelfth (12<sup>th</sup>) month of employment, the operator shall be paid at 90% of the established wage rate. After one (1) year of employment, the operator shall be paid 100% of the established wage rate.

#### 6.02 TRAINING PREMIUM

The Employer shall pay a per hour pay premium of fifty cents (\$.50) per hour for those shifts on which any employee is assigned to a trainee or other duties related to training and education.

#### 6.03 LONGEVITY

Effective July 1, 1999, each employee who has been employed three (3) years or more will receive a payment of \$75.00 times years of service starting with \$225.00 after three years of service. The payment will be made on the first pay period in November based on the anniversary date reached by the employee during the contract year.

For example, an employee with a second year anniversary on 12/1 receives zero. An employee with a third year anniversary date on 8/1 receives \$225.00 on the first November check. An employee with a ninth year anniversary on 3/5 receives \$675.00 on the first November paycheck.

#### 6.04 SHIFT DIFFERENTIAL

In addition to the established wages, the Employer shall pay a shift differential of thirty-five cent (\$.35) for second shift and forty cents (\$.40) for third shift. Payment shall be on all compensated hours based on the employee's regular shift. In addition to the above shift differentials, any employee working a cross-over shift shall receive a twenty cent (\$.20) hourly premium.

#### 6.05 LEAD OPERATOR

The Employer shall designate one Lead Operator for each shift at the Communications Center. Each Lead Operator shall receive a per hour pay premium of forty cents (\$.40) per hour.

### **ARTICLE 7** **HOURS OF WORK and OVERTIME**

#### 7.01 HOURS OF WORK

The normal work day shall consist of an eight (8) hour shift. The first shift shall be from 7:00 a.m. to 3:00 p.m. The second shift shall be from 3:00 p.m. to 11:00 p.m. The third shift shall be from 11:00 p.m. to 7:00 a.m. There shall be three shift rotations of 4 operators each working 5 consecutive days followed by 2 consecutive days off. Two operators from each shift rotation shall work one crossover shift per week, which is different from the shift hours above for that day. An employee on a cross-over shift may have the hours for that shift changed to replace an operator on vacation. There will be no floater shifts/relief operator.

Employees may trade shifts with their mutual agreement and the approval of the employees' manager, provided the employees have submitted the request in writing prior to the time of the trade. Both employees must complete the trading of shifts within the same seven (7) day work week. The manager shall not unreasonably or arbitrarily withhold approval, provided there is proper notification. Employees may voluntarily agree to waive the requirement in Section 7.05 of at least twelve (12) hours between shifts to accomplish a shift trade. Each employee accepting the trade is responsible for the completion of the trade. Hours worked pursuant to this paragraph shall be compensated at the employee's regular straight time hourly rate. If an employee fails to complete the trade within the seven (7) day work week for any reason, such employee shall be prohibited from trading for six (6) months.

## 7.02 OVERTIME.

Overtime shall be paid as any compensated time in excess of eight (8) hours in a normal work day or shift, forty (40) hours in a seven (7) day week or for all hours outside the employee's previously scheduled shift when an employee is called in early due to the unscheduled absence of another employee. Overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's basic rate of pay for each hour of overtime in either cash or compensatory time at the employee's election per pay period. Sick time, vacation and compensatory time will be counted as time worked when calculating overtime. Overtime shall be credited in quarter hour increments and shall be paid in the same pay period.

## 7.03 SHIFT VACANCIES.

In the event it is necessary to incur overtime of two (2) hours or more, the following overtime call-in policy will be used: first, off-duty operators; second, on-duty operators; third, operators on vacation; fourth, the manager. If more than one operator is available in one of the classifications used for overtime call-in, then the operator with the least amount of overtime worked will be offered the opportunity, and if the operators are equal in overtime worked, then the most senior will be offered the opportunity. In the event no off-duty operator or operator on vacation accepts the overtime voluntarily, then the on-duty operator with the least amount of overtime worked to the present date or not scheduled to be worked, may be required to work an additional four (4) hours and the on-coming operator from the subsequent shift with the least amount of overtime worked to the present date or not scheduled to be worked may be required to report to work four (4) hours early for that shift. In the event a full complement of operators are not currently employed or available or in an emergency, then management employees may personally fill a shift vacancy.

## 7.04 COMPENSATORY TIME.

The maximum compensatory time accumulation shall be ninety (90) hours. Compensatory time may be carried over from one fiscal year to the next. The Employer has the option, at the end of each fiscal year, to buy back up to 50% of each employee's accumulated compensatory time. However, each employee's accumulated compensatory time shall not be reduced below forty-five (45) hours unless there is agreement between the Employer and employee.

The Employer will notify the employees by June 1 of each year regarding the amount of compensatory time to be bought back by the Employer. A status report of expected buy back will be provided to the employees by May 1 of each year.

Employees during their probationary period may accumulate compensatory time, but may not use it until they complete their probationary period. If the employee fails to complete the probationary period, any accumulated compensatory time will be paid to the employee.

Requests for use of compensatory time shall be approved or denied by the Communications Manager's or designee within seventy-two (72) hours of the request. Compensatory time may be granted when another operator is on vacation or on compensatory time leave, with the approval of the manager. Compensatory time will be taken in increments of at least four (4) hours. Compensatory time can be used during the manager's absence as long as said use is approved prior to the manager's absence or approved by the manager's designee during the manager's absence. Requests to use compensatory time must be made at least ten (10) days in advance of requested use. Requests to use compensatory time that will not incur overtime coverage must be made at least five (5) working days by the employee in advance of requested use.

## 7.05 WORK SCHEDULE.

The Employer shall post at least twenty-one (21) days in advance a work schedule for the next calendar month. Cross-over operators will be notified of any schedule changes when the schedule for the next calendar month is posted. No permanent change to the schedule in Section 7.01 shall occur without negotiations through impasse with the Union. Notice of a temporary change in

schedule due to a paid leave of absence or compensatory time use must be received prior to the end of the last shift worked by the employee. Provided, however, where the call-in is necessitated by illness of a scheduled employee or department emergency, in which case notice shall be by personal contact with the employee to be called in. Employees shall not work unless at least a minimum of twelve (12) hours exists between the end of the prior shift and the beginning of the next shift.

During October of each year, all shifts shall be opened for bid by current communications operators. A shift bid shall include time of regular shift, any cross-over shift and days, and guaranteed days off. Bids shall be awarded on the basis of greatest seniority. The bid shifts shall take effect with the monthly schedule beginning January 1 of the following year. In the event that a shift vacancy occurs during the year, the vacancy shall be posted for bid for a period of five (5) calendar days. Any vacancies resulting from the bidding shall also be posted for a period of five (5) calendar days each. Such bids shall be awarded on the basis of greatest seniority. Newly hired employees shall be assigned to fill any unbid shift vacancies.

7.06 CALL IN PAY.

An employee called to work outside the regular scheduled shift shall receive minimum of two (2) hours straight time pay from the time the employee arrives at the Law Center.

7.07 COURT TIME.

An employee subpoenaed to testify in court for work related cases shall receive a minimum of two (2) hours straight time pay for any court time outside the regular scheduled shift, including preparation time spent with the attorneys and other court personnel.

7.08 INSERVICE TRAINING.

For any scheduled meetings or training, employees not scheduled to work will receive a minimum of two (2) hours of pay. Employees who attend said meetings or training and who are not scheduled to work will receive overtime pay for the time spent at said meetings or training if they otherwise qualify for overtime pursuant to Section 7.02 of this article. If the training meeting is a continuation of the employee's shift, the employee shall be paid for actual time worked at the overtime rate. Training will be provided to the operators by the Employer.

**ARTICLE 8**  
**LEAVES OF ABSENCE**

8.01 SICK LEAVE ACCUMULATION

Sick leave with pay shall be granted to an employee at the rate of one (1) day per month provided, however, the maximum accumulation shall not exceed one hundred ten (110) days. Employees during their probationary period may accumulate sick leave, but may not use sick leave until they complete their probationary period.

8.02 USE OF SICK LEAVE ACCUMULATION

Accumulated sick leave may be used for any of the following:

- A. The employee is medically unable to work.
- B. Three (3) days per fiscal year for illness of a spouse or child.

8.03 SICK LEAVE VERIFICATION

For any illness exceeding three (3) working days, a physician's certificate is necessary to return to work. In the event of abuse of sick leave, the Communications Manager may require a physician's certificate for illness, notwithstanding the three (3) days period above specified. Sick leave use within two (2) weeks of a termination date must be pre-approved or verified by a physician's certificate before payment.

#### 8.04 RECOVERY OF SICK LEAVE.

After an eligibility of twelve (12) days sick leave is earned, an Employee who receives a minimum of ten (10) working days sick leave may recover this sick leave eligibility at a double rate of two (2) days per month.

#### 8.05 BEREAVEMENT LEAVE ELIGIBILITY

Each regular full-time employee shall be eligible for a paid leave of absence for a death in the immediate family, as follows:

- A) Five (5) consecutive calendar days - spouse or child (includes step-child)
- B) Three (3) consecutive calendar days - employees: father, mother, grandparents, sister, and brother
  - spouse's: father, mother
- C) One (1) paid calendar day - employees: brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild
  - spouse's: grandparents, brother or sister

#### 8.06 BEREAVEMENT LEAVE ADMINISTRATION

Only days absent which would have been compensable work days will be paid. No payment will be made during vacations, holidays, layoffs or leaves of absence. Payment will be made on the basis of employee's normal work day's pay. Bereavement leave shall commence on a date designated by the employee provided that the funeral occurs during the leave. In the event of the death of the employee's spouse or child, the employee may be granted up to an additional two (2) weeks leave. Any additional leave shall be deducted from the already accrued paid leave bank (vacation or comp time) at the direction or choice of the employee.

#### 8.07 JURY DUTY LEAVE

Any employee selected for jury duty shall receive a paid leave of absence for the time he spends on such duty. If an employee is called for jury duty, the employee should promptly notify his immediate manager. Said employee shall receive the normal work day's pay and shall return to the Employer, pay received as a juror, except mileage. An employee who is summoned for jury duty, but is not selected or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work.

#### 8.08 MILITARY LEAVE

Chapter 29A.28, Code of Iowa, shall govern military leave.

#### 8.09 UNPAID LEAVE

An employee may be granted a leave of absence without pay upon authorization of the Employer. In the event an employee fails to return to work at the end of any such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to the commencement of the authorized leave of absence.

#### 8.10 BENEFITS DURING UNPAID LEAVE

During an unpaid leave of more than thirty (30) calendar days, the employee:

- A. Shall not receive any fringe benefits, except that the employee may purchase health insurance at the employee's own expense.

B. Shall not accrue seniority, and shall have his anniversary date adjusted to reflect the length of the unpaid leave.

C. Shall not accrue sick leave, vacation or other forms of leave.

#### 8.11 FEDERAL FAMILY and MEDICAL LEAVE

A. An Employee who requests and is granted a leave of absence pursuant to the 1993 Federal Family and Medical Leave Act (hereinafter called FMLA) shall have the option of substituting for unpaid leave any accrued paid leave (i.e. sick leave, vacation, compensatory time, personal leave) that the employee had accumulated prior to the start of the leave of absence within the following restrictions:

1) An employee may use all, part or none of the employee's accrued vacation, personal leave, and compensatory time for any FMLA purpose.

2) An employee may use all of the employee's accrued sick leave if the reason for the FMLA leave is the employee's own medical condition, except that the use for maternity purposes will be restricted to a total of twelve (12) weeks of sick leave before and after the birth unless extended by a doctor's medical certification that the employee's continued absence from work is necessary.

3) An employee may designate up to one-half of the employee's accrued sick leave at the time of the FMLA request for the purposes of placement with the employee of a child for adoption or foster care, paternity leave, or care for a seriously-ill spouse, child or parent as defined by the FMLA statute and regulations.

The employee exercising the option of paid FMLA leave shall designate in writing to the Employer the type of paid leave to be used and the maximum amount of such leave that may be deducted from the employee's accumulated leave totals. Deductions from the employee's paid leave accumulations shall not exceed the actual amounts of FMLA leave taken. The Employer may not designate leave taken pursuant to this Agreement, which was not requested under the FMLA as FMLA leave.

B. An employee who is on a paid FMLA leave absence shall continue to accrue seniority under the bargaining unit contract. An employee who is on an unpaid FMLA leave of absence shall be treated for seniority purposes as if the employee was on an Unpaid Leave of Absence under the bargaining unit contract. In addition to the twelve (12) weeks of FMLA leave, employees shall also be eligible to receive a leave of absence pursuant to Section 8.09 of the collective bargaining agreement under the terms and conditions established by the Agreement.

C. During any period of FMLA leave, the Employer shall continue coverage of all insurance benefits (life insurance, etc.) as if the employee was actively at work. Paid holidays occurring during a FMLA in which the employee has designated paid leave shall be paid pursuant to the collective bargaining agreement. Designated holidays will not be paid if the employee is on unpaid FMLA leave.

D. The twelve (12) week limitation of FMLA shall be computed on a fiscal year basis from July 1 through the following June 30.

E. Any violation either of the FMLA or of any state laws relating to family and medical leave shall be subject to the grievance and arbitration provisions of this Agreement. Any remedies provided for in those laws as well as any remedies applicable to any other violation of this Agreement shall be applicable to any violation of such laws.

#### 8.12 VOTING LEAVE

Any employee required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off, with pay, to vote.

8.13 DISABILITY/INJURY LEAVE

An employee off work due to an on-the-job injury or illness covered by worker's compensation may elect to receive their normal pay from the Employer for the time off work. If an Employee elects, in writing, to receive their normal pay, the worker's compensation check received by the Employee will be signed over to the County. The difference between the normal pay and the worker's compensation will be deducted, on a pro-rata basis, to the nearest hour from the Employee's accumulated sick leave. If the Employee has no earned sick leave, then the Employee retains the worker's compensation check and receives no pay from the County. An Employee on worker's compensation shall continue to receive all employer-paid benefits received by other employees.

8.14 PERSONAL LEAVE

Each Employee shall receive one (1) paid personal day per fiscal year. The personal day may not be carried over to the next contract year, unless the employee has requested use of a personal day during the month of June and said request was denied because of the Employer's inability to cover the vacancy. Requests to use the employee's personal day shall be made at least five (5) calendar days in advance of the requested use.

**ARTICLE 9  
HOLIDAYS**

9.01 HOLIDAYS

The following holidays shall be recognized by the Employer during the term of this agreement:

- |                  |                        |
|------------------|------------------------|
| New Year's Day   | Veteran's Day          |
| President's Day  | Thanksgiving Day       |
| Memorial Day     | Day after Thanksgiving |
| Independence Day | Christmas Day          |
| Labor Day        | Day after Christmas    |

9.02 DESIGNATED DAY OF HOLIDAY

The holidays designated in Section 9.01 shall be celebrated on the actual calendar date of the holiday (i.e., Christmas on December 25).

9.03 HOLIDAY PREMIUM PAY

Operators will be paid eight (8) hours at the overtime pay rate for each of the ten (10) holidays, or comp time at the overtime rate, in addition to their regular rate of pay, at the Employee's written election for each holiday.

**ARTICLE 10  
VACATIONS**

10.01 VACATION ELIGIBILITY

Subject to and in accordance with the provisions of this article, paid vacations shall be granted to employees pursuant to the following schedule:

- |                |                    |
|----------------|--------------------|
| 0 to 1 year    | None               |
| 1 to 10 years  | (15) days per year |
| 11 to 20 years | (20) days per year |
| 21 to 30 years | (25) days per year |

## 10.02 VACATION USAGE

Each eligible employee shall at a minimum use one week (5 consecutive work days plus the regular days off before and after those 5 work days or 7 consecutive calendar days when regular days off occur within that 7 day period) as vacation each year. Of the remaining days of vacation, ten (10) days may be used in one (1) day increments.

## 10.03 VACATION SCHEDULING

All vacations are to be taken during the calendar year in which said vacation has been earned. No holdover or accrual of vacation will be allowed, except with the approval of the Communications Manager. Only two (2) employees may be on priority vacation at any one time, provided that both employees are on different shifts. In the event an employee with previously scheduled priority vacation bids to a different shift, the Employer shall accommodate all pre-approved priority vacation requests, unless the Employer would be required to pay overtime to more than one (1) person on the effected shift to accommodate all priority vacation requests. Any required changes in priority vacations will be decided on the basis of least seniority. The department will make every effort to give the employee priority vacation as requested. The department reserves the right to schedule, deny or cancel non-priority vacation for employees bidding to a different shift according to department operations. The department will not cancel any non-priority vacation, if department operation requirements can be met by scheduled employees or by adjusting cross-over shift employees' schedules to cover the needed shifts.

During the period of November 1 to November 30 of each year, employees may select one priority vacation period of up to ten consecutive work days and the regular days off before, during, and after those work days. Priority vacation requests shall be awarded on the basis of greatest seniority. A schedule of priority vacations shall be posted by January 1 for the calendar year. Priority vacation requests shall not be changed, except due to a change caused by a shift bid.

Vacations not requested as priority vacation may be selected anytime after December 15 for the following calendar year by submitting a date and time stamped written request no less than twenty (20) days prior to the start of the requested vacation. The Communications Manager shall approve or deny each request within five (5) working days. A non-priority vacation shall be awarded on the basis of first requested – first awarded. The Employer will endeavor to grant non-priority vacation per employee requests, and shall not unreasonably deny them. The minimum increment for use of non-priority vacation shall be one (1) eight hour shift.

## 10.04 VACATION PAYOUT UPON TERMINATION

Employees who are discharged for cause forfeit earned vacation. Upon resignation or termination from County service, an employee shall be paid for all accrued and unused vacation at the time of termination. Unused vacation shall equal all hours of vacation the employee currently has for use, but has not taken during that calendar year. Accrued vacation shall equal 1/12 multiplied by the employee's total annual accrual rate multiplied by the number of months since the employee's last anniversary date.

# **ARTICLE 11**

## **INSURANCE**

### 11.01 – HEALTH and DENTAL INSURANCE

The Employer shall provide full-time employees and their dependents with health, prescription drug, and dental insurance coverage at no cost to the employee other than those coverage requirements listed below. An employee electing family dental coverage shall pay the monthly premium difference between the single and family premium deducted equally from each pay check. The monthly cost of health insurance premiums for part-time employees shall be as provided in this collective bargaining agreement. The Employer shall have the exclusive right to select the carrier for such insurance

without reduction or change in benefits. Should the Employer determine to change carriers, the employees and the Union shall be notified in advance of the effective date of the change. Coverage levels substantially comparable to those in effect on July 1, 2003 as agreed to with the Union on February 7, 2002 shall be maintained, and shall include the following basic benefits.

Insurance coverage shall begin the first day of the month following the first thirty (30) days of employment for new employees, and the first day of return for any employee returning from a leave of absence who did not elect to continue coverage during the leave.

	<u>Single Plan</u>	<u>Family Plan</u>
<u>Medical Benefits Plan</u>		
Deductible – upfront*	\$400	\$800
Deductible – upfront*	\$500	\$1,000 effective 1-1-14
Deductible – upfront*	\$600	\$1,200 effective 1-1-15
OOPM – include with deductible*	\$1000	\$2000
OOPM – include with deductible*	\$1,200	\$2,400 effective 1-1-15
Out of Network OOPM	\$2000	\$4000
Co-Insurance	in-network 85%/15%	85%/15%
	out-of-network 75%/25%	75%/25%

\*Deductible paid before any other benefits, except for routine physical and Well Child care. The deductible is included in the out-of-pocket maximum cost. Routine physical coverage is 100% for the first \$200 every two years for persons under age 40, and \$350 per calendar year for persons age 40 and older.

Prescription Drugs

Co-payments per prescription:	Generic retail:	\$10.00
	Generic mail:	\$20.00
	Brand retail:	\$30.00
	Brand mail:	\$60.00

\*\* No deductible. Co-payments are separate from medical. Only the generic value will be paid by the carrier when a person elects a brand name drug, if a generic is available and approved for use by the physician.

Dental Benefits

Deductible ***	\$50	
Annual maximum benefit per person	\$750	
Dental plan benefit level	- preventive services	100%
	- basic services	80%
	- major services	50%
	- orthodontia	35%

\*\*\* The deductible is separate from medical, and preventive services are not subject to the deductible.

\*\*\* Orthodontia coverage limited to dependent children with a lifetime maximum of \$1500 per person.

\*\*\* There shall be an open enrollment period of thirty days to add or drop family dental coverage without consideration of qualifying events to be effective January 1, 2007.

#### 11.02 - LIFE INSURANCE

The Employer shall provide, at no cost to each employee, term life insurance coverage in an amount not less than \$10,000 per employee.

#### 11.03 – INSURANCE COMMITTEE

There shall be a Clinton County Insurance Committee comprised of two representatives from each bargaining unit selected by the Union and six representatives for non-bargaining unit employees selected by the Employer. The Committee shall elect two co-chairs one from the bargaining unit committee members and one from the non-bargaining unit committee members, and the co-chairs shall be responsible for establishing an agenda for each meeting. The agenda shall include a review of monthly income and expenditures of the County's self-insurance fund, and consideration of recommendations to the Employer and the Union on plan and benefit design change and cost-saving measures. The Committee shall meet not less than once each calendar quarter, and may meet more frequently as decided by a majority of the committee members. Members will be released from work without loss of pay to attend committee meetings.

#### 11.04 PRE-TAX REIMBURSEMENT ACCOUNT

All employees eligible to participate in the health insurance program may participate in the Employer's flexible spending plan, which, under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

### **ARTICLE 12 HEALTH and SAFETY**

#### 12.01 HEALTH & SAFETY.

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

### **ARTICLE 13 REIMBURSEMENT FOR EDUCATION EXPENSES**

#### 13.01 REIMBURSEMENT FOR EDUCATION EXPENSES.

The Employer will reimburse the employee for expenses incurred in receiving education that is job related. The employee must obtain prior written approval from the Employer to be eligible for reimbursement for education expenses.

### **ARTICLE 14 MISCELLANEOUS PROVISIONS.**

#### 14.01 LAW CENTER OPERATIONS.

The operators will not perform the front desk duties of the Law Center. Any business at the front desk will be referred to normal business hours when the front desk is staffed. After normal business hours, the operator on duty may require the front doors to be locked, unless a weather emergency or other emergency requires it to be unlocked.

14.02 LIABILITY - INDEMNITY.

The Employer shall maintain liability insurance and save harmless and indemnify the employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of the employee's employment or duties.

14.03 EMERGENCIES.

The employer and employees will cooperate with each other on emergencies and treat them fairly and equitably.

14.04 WORK RULES.

A current policy manual containing standard operating procedures will be available in the Communications Center at all times. A copy will be provided to all employees. A copy of any changes made to said manual will be provided to the employees at the time they are made. A new policy or change in policy for any individual or agency concerning the operation of the Communications Center will not be implemented unless approved by the Communications Manager.

14.05 SUPERVISION.

In the event of the manager's absence, the Technical Oversight Board Chairperson will be in charge of the Communications Center and the person to contact for directions. In the absence of the Technical Oversight Board Chairperson, the Technical Oversight Board Vice-Chairperson shall be contacted. The Union and employees shall be annually notified in writing of the contact information for said Chairperson and Vice-Chairperson.

14.06 UNIFORM ALLOWANCE.

Each employee shall receive a separate check in the amount of \$150.00 annually in July for the purchase, repair, and replacement of uniforms. The Employer shall have the authority to designate appropriate uniforms.

ARTICLES 15.  
DURATION OF AGREEMENT

15.01 This Agreement shall be in effect for two years from July 1, 2012 through June 30, 2015.

Signed this 30<sup>th</sup> day of May, 2012.

PUBLIC PROFESSIONAL & MAINTENANCE  
EMPLOYEES, IBPAT LOCAL 2003

By: [Signature]

By: [Signature]

By: Joseph C Rasmussen  
Employee Representative

TECHNICAL OVERSIGHT BOARD  
CHAIRMAN

By: [Signature]  
Don Thiltgen, Chair

By: [Signature]  
Sheriff Richard Lincoln, Chief David Porter  
Communications Director

By: [Signature]  
Employer Representative