

2013 – 2015

SHERIFF'S OFFICE
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CLINTON COUNTY

AND

CLINTON COUNTY SHERIFF'S OFFICE
EMPLOYEE UNION

THIS AGREEMENT entered into this 17th day of JUNE, 2013 by and between CLINTON COUNTY, IOWA, hereinafter referred to as the "Employer", and CLINTON COUNTY SHERIFF'S OFFICE EMPLOYEE UNION, hereinafter referred to as the "Union", and represents the complete and final agreement on all bargain-able issues between the Employer and the Union.

ARTICLE 1

DEFINITIONS

1.01 - CIVIL SERVICE EMPLOYEE

A civil service employee is an employee who is under the jurisdiction of the Clinton County Civil Service Commission and Chapter 341A of the Code of Iowa. Rights granted to such employees under this collective bargaining agreement shall be in addition to those rights and provisions of chapter 341A.

1.02 - NON-CIVIL SERVICE EMPLOYEE

A non-civil service employee is an employee of Clinton County and under the jurisdiction of this collective bargaining agreement and the personnel policies of Clinton County and Sheriff's Office.

1.03 - PROBATIONARY EMPLOYEE

A. Civil Service Employee

A probationary civil service employee is an employee who is a certified law enforcement officer who has not completed nine (9) months of continuous service with the Employer, or an employee who at the time of hire is not certified and has not completed nine (9) months of continuous service after successful completion of the Iowa Law Enforcement Academy, or who has attended the Academy but failed to receive certification.

B. Non-Civil Service Employee

A probationary non-civil service employee is an employee who has not completed six (6) months of continuous service with the Employer or completed required certification procedures for the position, whichever occurs last. Civilian Correctional Officer and Cook/Correctional Officer shall be considered regular non-civil service employees and shall not be considered deputies as defined by Iowa law.

C. Completion of Probation

Upon successful completion of the probationary period, the new employee shall be put on the seniority list and their seniority shall be determined from and relate back to their original date of employment in the bargaining unit. The new employee may be terminated for any reason during the probationary period and shall not have recourse through the Grievance Procedure or the Civil Service Commission.

1.04 - BENEFITS DURING THE PROBATIONARY PERIOD

A probationary employee is eligible for contractual fringe benefits as follows:

A. At All Times

At all times they shall be eligible to enjoy the benefits of bereavement leave, jury duty leave and recognized paid holidays.

B. Commencing with the Second Month of Service

Commencing with the second month of service, the probationary employee shall be eligible to be covered by the group health insurance provided by the Employer.

C. Commencing with the Sixth Month of Service

Commencing with the sixth month of service, the probationary employee shall be eligible to use accrued sick leave.

D. After the Probationary Period

Probationary employees shall accrue all other fringe benefits during their probationary period, but shall not have them available for use by the employee until completion of the probationary period, except vacation, which cannot be used until concluding one (1) year of employment.

1.05 - ACT

The Iowa Public Employment Relations Act, identified as Chapter 20, Code of Iowa, 2007.

1.06 - ANNIVERSARY DATE

The anniversary of the calendar date of the employee's original date of hire by the Employer, or the calendar date as adjusted for unpaid leave, and period of layoff.

1.07 - BARGAINING UNIT

The bargaining unit recognized by the Employer and defined in PERB case #8503 on August 2, 2012 as may be amended from time to time.

1.08 - BOARD

The members of the Clinton County Board of Supervisors.

1.10 - COUNTY

Clinton County, Iowa

1.11 - EMPLOYER

Clinton County, Iowa acting through its Board of Supervisors, or such Elected Officials, Department Heads, or other persons designated by the Board of Supervisors to act on its behalf.

1.12 - GENDER

Employees may occasionally be referred to as "he" or "his" or "she" or "hers" in the Agreement. Such designation is for convenience only as all references to employee are intended and do apply to employees of both gender.

1.13 - IMMEDIATE FAMILY

A. Includes: employee's spouse, children, step-child, father or mother.

- B. Other immediate family. employee's grandparent, grandchild, employee's brother or sister, spouse's mother or father, spouse's brother or sister, employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

1.14 - PERB

The Iowa Public Employment Relations Board

1.15- UNION

The Clinton County Sheriff's Office Employee Union, through its elected union officers or other persons designated by the Business Representative to act on his or her behalf.

ARTICLE 2

RECOGNITION AND REPRESENTATION

2.01 - RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of all County employees in those classifications and departments as set forth in the PERB certification instrument as follows:

INCLUDED: Employees of the Clinton County Sheriff's Office including Deputies, Correctional Officer, Cook/Correctional Officer and Secretary.

EXCLUDED: Chief Deputy, Sergeants, Lieutenants, Captains, Jail Administrator, Secretary to the Sheriff, Sheriff, and all others excluded by Section 4 of the Act.

2.02 - NON-DISCRIMINATION IN EMPLOYMENT

Neither the County, nor the Union, shall discriminate in violation of law against employee because of the employee's race, color, religion, sex, age, union activity or lack thereof, or national origin.

2.03 - PAYROLL DEDUCTIONS

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 (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The 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 actions taken or not taken by the Employer under the provisions of Section 2.03 of Article 2.

2.04 - NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, sympathy strikes, slow downs, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act. The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

2.05 - BULLETIN BOARDS

The Union shall be permitted to post official Union notices on one official bulletin board in the Clinton County Law Enforcement Center.

2.06 - RELEASED TIME

The Union shall be allowed released time for the purpose of official delegates, officers, or other Union Representative's attendance at the following official union meetings, such as negotiations, mediations, fact-finding and arbitration hearings, and grievance and prohibited practice complaint proceedings, if meetings are mutually agreed to be scheduled during the regular work day. Request 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. No more than three (3) representatives who are on duty shall be approved for paid attendance.

2.07 - UNION STEWARD

The Employer recognizes the right of the Union to elect stewards from among the Union members in the bargaining unit. A written list of the names of the stewards or designated representatives of the Union, employed by the County, will be furnished to the Employer by the Union after their designation, and all changes in the representation shall be given to the Employer by the Union after their designation, and all changes in the representation shall be given to the Employer by the Union. Stewards shall be allowed reasonable time to attend the duties require of them under the grievance procedure set forth in this Agreement. Such time shall be documented on time cards of attendance records.

2.08 - LABOR-MANAGEMENT COMMITTEE

The parties hereby agree to form a Labor-Management Committee to discuss the concerns of either party. The Committee shall meet upon the call of either party, but such meetings may not be more than once per month, and provided that notice is provided at least two weeks in advance of the meeting date and is accompanied by a proposed agenda. All meetings of the Committee shall be confidential. However, the parties may, by mutual agreement when an understanding is reached during the Committee meetings, post the results thereof as a means of communicating this information to all employees and supervisors. The Committee shall be composed of the following:

A. For Management:

The Employer bargaining team from the most recent negotiations.

B. For the Union:

The Union bargaining team from the most recent negotiations.
The Employer or the Union may exclude one (1) or more of its representatives and both parties may invite additional persons to attend if relevant to the topic under discussion.

ARTICLE 3

MANAGEMENT RIGHTS

3.01 - WORK RULES AND POLICY

The Employer may, from time to time, develop and put into effect County Personnel Policies affecting this bargaining unit. Said policies, and changes thereof, will be sent to the employees at least (30) calendar days prior to the effective date.

3.02 - UNIT WORK BY NON-BARGAINING UNIT PERSONNEL

Work performed by the job classifications in this collective bargaining agreement shall only be assigned to bargaining unit employees, except in the following circumstances:

- A. The quantity of work or the effect on the bargaining unit is minor.
- B. The work is supervisory or managerial in nature.
- C. The work assignment is a temporary one for a special purpose or need.
- D. The work is not covered by the contract.
- E. The work is experimental.
- F. There is a change in the character of work.
- G. Automation or a technological change is involved.
- H. An emergency is involved.
- I. Some other special situation or need is involved.
- J. Work is privatized or contracted out.

3.03 - MANAGEMENT RIGHTS

Except to the extent limited by this Agreement, the Employer retains all public employer rights provided under Chapter 20.7 of the Code of Iowa which states: Public employers 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 the right to:

- A. Direct the work of its public employees.
- B. Hire, promote, demote, transfer, assign and retain public employees in positions within The public agency.
- C. Suspend or discharge public employees for proper cause.
- D. Maintain the efficiency of governmental operations.
- E. Relieve public employees from duties because of lack of work or for other legitimate reasons.
- F. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted..
- G. Take such actions as may be necessary to carry out the mission of the public employer.
- H. Initiate, prepare, certify and administer its budget.
- I. Exercise all powers and duties granted to the public employer by law.

ARTICLE 4

EMPLOYEE EVALUTION

4.01 - EMPLOYEE EVALUATION

The Employer shall not administer or utilize a performance evaluation instrument or procedure without mutual agreement of the Union.

4.02 - PERSONNEL FILES

An employee may inspect his personnel file at reasonable times. An employee may respond to anything in his file in writing; such response shall be part of the file. Access to personnel files shall be limited to authorized management personnel and the employee. Upon notice and at the employee's expense, the Employer shall make copies of the employee's file for the employee, but such charge may not exceed five dollars (\$5.00).

ARTICLE 5 **GRIEVANCE PROCEDURE**

5.01 - RULES

The parties agree that should any employee file a grievance alleging a violation of the Agreement taken by the Employer, such grievance shall be subject to the following rules:

- A. Failure of an employee or the Union to timely grieve or appeal constitutes waiver of the grievance or appeal.
- B. Failure of the Employer or a supervisor to timely answer a grievance or appeal constitutes denial of the grievance.
- C. Any grievance step, or part thereof, may be waived by mutual agreement of the Employer and the Union.
- D. The term "working days" as used in this Article means Monday through Friday, Excluding holidays.
- E. All grievances, responses, and appeals must be in writing.
- F. A copy of all responses to a grievance or appeal must be presented or mailed within the time prescribed to the employee.
- G. Non-civil service employees may process disciplinary actions through the grievance procedure.
- H. The Union may file a single grievance on behalf of a group of employees.
- I. Only alleged violations of this Agreement may be grieved.

5.02 - GRIEVANCE STEPS

Informal Step: An employee shall discuss a complaint or problem orally with his/her non-bargaining unit immediate supervisor or his designated representative within four (4) work days following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. Within five (5) working days of the occurrence, or the employee's/Union's discovery of the occurrence, which gives rise to the grievance and after the informal step is unsuccessful, an employee may initiate a grievance by submitting it in written form to the above supervisor or his designated representative. The written grievance shall include a brief factual description of the violation, cite the specific provision of the Agreement violated, state the remedy requested, and be dated and signed by the grievant. If no conference before the supervisor is requested by the grievant at the time the grievance is filed, the supervisor or his designee shall issue a written decision on the grievance with a copy to the employee within ten (10) working days from the date the grievance was filed, or within ten (10) working days from the date a conference was held to discuss the grievance.

Step 2. If the supervisor's answer in Step 1 fails to resolve the grievance, the grievant shall refer

the grievance to the Sheriff or his designated representative. The Sheriff/representative shall meet with the grievant within ten (10) working days following receipt of the written appeal. The Sheriff/representative shall issue a written decision on the grievance with a copy to the grievant within ten (10) working days of the meeting. All parties shall be given the opportunity to present witnesses and evidence on their behalf at the meeting in Step 2. Time of said meeting shall be mutually agreed upon. If no mutual agreement occurs, the Sheriff shall set a reasonable time for said meeting, which time shall be during normal working hours of the Office.

Step 3. In the event that the grievance remains unresolved after the completion of Step 2, the grievance may be referred to arbitration by the Union serving a written request for arbitration upon the Employer within five (5) working days of its receipt of the Step 2 response. 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.

5.03 - SELECTION OF ARBITRATOR

The arbitrator shall be selected in the following manner:

A. By Agreement

The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to service as the arbitrator.

B. By Lot

In the event parties are unable to agree, or the person agreed upon is not available, the PERB shall be requested to nominate a panel of five (5) arbitrators. Within ten (10) working days after the receipt of the panel names, representatives of the parties shall meet and each party shall alternately strike a name from the list of nominees until one remains. The winner of a coin flip shall have his choice of striking first or second. The arbitrator so selected shall be informed of his selection by the parties.

5.04 - PROCEDURES

The procedures to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator himself. The arbitrator shall submit his decision in written form to both parties within thirty (30) days following the conclusion of the hearing(s), as the case may be. The costs incurred for the services of the arbitrator shall be borne and divided equally between the Employer and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses.

5.05 - ARBITRATOR'S JURISDICTION

The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. Further, the foregoing provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to any matter that the laws of the State of Iowa require to be resolved otherwise.

5.06 - APPEALS

Any dispute between the parties as to the interpretation or construction to be placed upon the award made as hereinafter and above provided for, shall be submitted to the impartial arbitrator who made this award who thereupon construe and interpret the award as far as may be

necessary to clarify the same, but without changing the substance thereof and such interpretation and construction thereof shall be binding upon both parties.

5.07 - EMPLOYEE REPRESENTATION

An aggrieved person(s) shall have the right to be represented at all levels of the Grievance Procedure by a representative of their choice. The Union shall bear no obligation to pay for the expenses of representation provided by other than a Union representative.

5.08 - PRIVACY AT MEETINGS AND HEARINGS

All meetings conducted under the foregoing Grievance Procedure shall be held in private and shall include authorized representatives of the Employer, the Union, aggrieved person(s) and witnesses and their representatives. Hearings before the arbitrator shall be conducted in private as well.

5.09 - EMPLOYEE RIGHTS

Any employee presenting a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination or reprisal.

ARTICLE 6

MEDIATION AND INTEREST IMPASSE PROCEDURE

6.01 - STATUTE COMPLIANCE

The Employer and the Union agree to utilize the impasse procedures for collective bargaining established by Chapter 20, Code of Iowa, and the administrative rules of the Iowa Public Employment Relations Board.

ARTICLE 7

SENIORITY

7.01 - SENIORITY DEFINITION AND NOTICE

Civil Service Employees

A. Civil Service Employees

In all matters involving seniority the parties agree that, for sworn law enforcement officers, these matters are under the jurisdiction of Chapter 341A, the Code of Iowa. The Union shall be furnished with a Civil Service seniority list of all employees covered by this agreement within thirty (30) days of July 1 of each year. The list shall be posted on a bulletin board in the work place.

B. Full-Time Non-Civil Service Employees

Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire. The Union shall be furnished with a seniority list and job classifications of non-civil service employees covered by this Agreement within thirty (30) days of July 1 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 the posting to object to the seniority list. If 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 procedure in the Agreement.

C. Part-Time Non-Civil Service Employees

A part-time non-civil service employee who becomes a full-time service employee will begin to accrue seniority for purposes of layoff as of the date of hire as a full-time employee, however, all hours worked by such part-time employee from the date of most recent hire will be credited to the full-time employee for purposes of determining wages, and vacation.

7.02 - TRANSFER

An employee may not more than once each six (6) months request a voluntary transfer of job assignment to a vacancy in the same job classification. Such a request for transfer shall be in writing by the employee to the Sheriff and kept on file in the Sheriff's office for one year. When a job vacancy occurs within the bargaining unit, the Sheriff shall fill such vacancy utilizing the list of all employees who have requested a transfer within that job classification. Where classifications are equal, the most senior employee shall be granted the request. Notice of vacancy shall not be posted for public application until all transfer requests within that classification have been disposed of.

7.03 - LAYOFF AND RECALL

When the working force is to be reduced, employees will be laid off in the following order. 1) Part time; 2) Probationary Full time; 3) Full-time. The employee with the least seniority with the County in the classification affected shall be the first removed. Layoff and recall of part-time employees shall be determined by the part-time employees' dates of hire.

Upon recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Refusal to accept recall to a job classification other than the employee's original job classification shall not cause a forfeiture of the employee's recall rights. Employees to be recalled shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employer's records.

7.04 - LOSS OF SENIORITY

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated if:

- A. Employee quits.
- B. Engaging in other work without prior approval while on unpaid leave of absence, or giving false reason for obtaining an unpaid leave of absence.
- C. Two (2) consecutive days of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented showing the employee was physically unable to give notice.
- D. Failure to report for work upon expiration of a leave of absence.

- E. Failure to report for work within five (5) working days of being notified to return following layoff, when notice is given as provided in 7.03 above.
- F. When continuous period of layoff exceeds one (1) year.
- G. Employee retires.

It is the employee's responsibility to keep the Employer informed of his/her current address and telephone number.

7.05 - PRESERVATION OF SENIORITY DURING COUNTY EMPLOYMENT

When an employee leaves a job classification included within the Bargaining Unit, and remains an employee of the County, their Unit seniority shall be frozen as of the date they leave the Bargaining Unit job classification, but shall remain available for use by the employee for so long as they remain an employee of the County should they return to the Bargaining Unit.

ARTICLE 8

JOB CLASSIFICATIONS AND COMPENSATION

8.01 - SENIORITY CLASSIFICATIONS AND PAY GRADES

For the purpose of the administration of the Agreement, the employees within the Bargaining Unit shall be divided into the following classifications:

Deputy Sheriff
Civilian Correctional Officer

Cook/Correctional Officer
Secretary

8.02 - WAGE RATES

- A. Employees shall be compensated for their regular straight-time hours worked pursuant to 8.01 and the schedule set forth in Exhibit A, copies of which are attached hereto and incorporated herein by this reference as though fully set forth. All Employee wages shall be expressed in terms of dollars and cents per hour. All hourly wage rates for the fiscal year 2013 - 2014 shall be increased by two percent (2%) effective July 1, 2013 for all job classifications. All hourly wage rates for Fiscal Year 2014 - 2015 shall be increased by two and one-quarter percent (2.25%) effective July 1, 2014 for all job classifications. Civil Service and Non-Civil Service Employees shall receive ninety percent (90%) of the base wage rate during the probationary period defined in Article 1., Section 1.04 for a six-month probationary period. Civil Service Employees who remain on probation after one (1) year shall receive ninety-five percent (95%) of the base wage rate for the remainder of their probationary period. Upon completion of the probationary period, the Employee will receive the base wage rate as set forth on the attached Exhibit.
- B. In addition to the established salary schedule, the Employer shall pay an hourly premium (shift differential) of forty cents (\$.40) per hour to employees for working the afternoon and night shifts. For the purposes of determining shift pay for the various classifications within the group, the following shall govern the hours of work:

(i) Office workers (day shift) means any scheduled work between 0600 hours and 1600 hours

(ii) For shift workers the day shift shall commence at 0600 hours for Patrol and 0700 hours for Jail Workers

(iii) Afternoon shift shall begin at 1400 hours for Patrol and 1500 hours for Jail.

(iv) Night shift shall begin at 2200 hours for Patrol and 2300 hours for Jail.

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C. Employees eligible to receive longevity pay per 8.05 shall receive the proper amount of longevity on the first pay period after the employee's anniversary date.

8.03 - MILEAGE

Employees shall be paid a mileage allowance based upon that rate established for the Contract term by the Board of Supervisors for all County Employees.

8.04 - PAY PERIODS

Time sheets are to be turned in to the Department Head on Monday following each two (2) week pay period. Paychecks will be issued on the Friday following the end of the pay period. In the event pay day is a holiday, paychecks shall be issued on the last workday prior to the holiday.

8.05 - LONGEVITY PAY

Eligibility guidelines for, and amounts of, longevity pay are set forth below. Longevity amounts shall be applied to the employee's hourly wage effective with the first pay period after the employee's anniversary date.

Effective July 1, 2013:

	After 4	8	12	16	20
Deputy	\$.50	\$1.00	\$1.50	\$2.00	\$2.50
CO/Cook	\$.50	\$1.00	\$1.50	\$2.00	\$2.50
Sectys	\$.35	\$.70	\$1.05	\$1.40	\$1.75

8.06 - NO PYRAMINDING

There shall be no duplication of pyramiding in the computations of overtime and other premium, wages, and nothing in the Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked. If more than one provision of this Agreement shall be applicable to any time worked by the employee, the employee shall be paid for such time at the highest rate specified in any such applicable provision, but shall not be entitled to additional pay for such time under any other provision.

ARTICLE 9

HOURS OF WORK AND OVERTIME

9.01 - WORK WEEK

The work week for the purposes of computing overtime will begin at 12:01 a.m. Sunday and end at 12:00 midnight Saturday. The normal work day shall consist of eight (8) hours and the normal work week for secretaries and correctional officers shall consist of at least forty (40) hours scheduled as five days of work within a seven day work week. Starting and ending hours of work shall be determined by the County. The work period for deputies shall be a twenty-eight day cycle. Permanent schedule changes may not be implemented without fourteen (14) calendar days advance notice. Temporary schedule changes cannot be made to avoid overtime.

9.02 - OVERTIME

Overtime shall be paid for at the rate of one and one-half (1½) the employee's straight time hourly rate for work in excess of eight (8) hours in a day or for work performed on an employee's regularly scheduled day off or as required by the federal law. Holidays will count as time worked for the purpose of computing overtime. Overtime shall be credited in quarter (¼) hour increments. Overtime shall not be paid more than once for the same hours worked. In addition to the above, overtime will be paid for hours worked in excess of:

Secretaries – 40 hours in a work week

Correctional Officers – 40 hours in a work week

Deputy Sheriff's – 160 hours in a twenty-eight day work period

- A. Any employee who is requested or volunteers to participate in the transportation of mental health patients to the Mental Health Institute shall be paid overtime; provided, however, said transportation is not performed during the employee's regular shift and would normally qualify as overtime. Such overtime pay shall be compensated at a rate of one and one-half (1½) times the employee's basic rate of pay for those hours utilized to accomplish said purpose and which would normally qualify for overtime wages.
- B. An employee who performs departmental duties, by and on behalf of the County, for federal programs (such as the contract between the Corps of Engineers and the Clinton County Sheriff's Office, more commonly referred to and known as the "Bulger's Hollow" contract or the Traffic Safety Program contract with the Governor's Highway Safety Office) shall be paid overtime in accordance with the calculations for services performed pursuant to this Article.
- C. The Employer shall pay overtime for all hours worked within a twelve (12) hour period from the end of the last shift when those hours of work are scheduled by the Employer. This applies to Jail staff only.

9.03 - OVERTIME DISTRIBUTION

In the distribution of overtime, overtime shall be assigned on an equitable basis among qualified and trained employees in the same job classification and division. Overtime shall be offered due to illness, compensatory time taken, or vacations in the following order. (1) the employee who is scheduled to be off duty, (2) to an employee on the previous shift to fill the vacancy, and (3) to an employee on the subsequent shift to fill the vacancy. In the event none of the above fills the vacancy, the Employer shall be free to fill the vacancy by its choice.

9.04 - COMPENSATORY TIME

An employee may elect to receive overtime compensation in either cash payment or compensatory time off. Compensatory time off shall be at the rate of one and one-half (1½) hours of compensatory time for one (1) hour of overtime worked. An employee may designate a specific day for utilization of compensatory time. If notice is given to the Sheriff thirty (30) days in advance of the selected date, and, provided no other employee has designated said date for utilization of compensatory time, said date requested shall be granted; provided, however, no more than one (1) officer per shift may be off for vacation or comp time: A personal or wellness day may be used on the same day as another Employee scheduled to be off on vacation or comp time, at the Employer's discretion and approval. If the request is not made at least thirty (30) days in advance, the granting of said date for utilization of compensatory time shall be subject to the Employer's discretion. No request will be accepted or honored which is more than ninety (90) days in advance of the intended use. Employees must submit their comp time request, at least, thirty (30) days in advance of the intended use. Supervisors in charge of scheduling may, at the Employer's discretion, grant additional comp time requests not timely made as provided for herein.

Employees may accumulate and carryover from year to year up to one hundred twenty (120) hours of compensatory time. An Employee's comp time bank may not exceed 120 hours; provided, however, upon an Employee using comp time and reducing his/her bank, the Employee may refill the bank to one hundred twenty (120) hours. An Employee may only use one hundred twenty (120) hours of comp time per year and may not use more than forty (40) hours of comp time in any thirty (30) day period. On December 1 and July 1 of each year any employee who has earned unused compensatory time may elect to sell up to eighty (80) hours (total for year) to the County. Notice of said election shall be given by written notice to the Clinton County Auditor on or before said designated date stating the number of hours to be purchased. Hours shall be purchased by the County at the rate of the employee's regular hourly rate times the number of hours to be purchased. In no event shall the County be obligated to purchase more than eighty (80) compensatory hours per employee per fiscal year.

9.05 - CALL IN PAY

An employee who is called in to work outside of his regularly scheduled shift shall be provided at least two (2) hours of work paid at the overtime rate. This provision shall not apply to an early start or extension to an employee's regularly scheduled shift. Employees shall not be paid for the time spent traveling to and from the work place to answer the call-in, unless the employee leaves their residence fully equipped and in a County-owned vehicle ready to perform work.

9.06 - COURT TIME

An employee subpoenaed to testify during off duty hours shall be paid minimum of two (2) hours pay, at the overtime rate of one and one-half (1½) times the employee's normal rate of pay, provided the officer calls the County Attorney's office 48 hours prior to the scheduled hearing and the hearing has not been canceled or continued. When the court time required exceeds two (2) hours, in no event shall the employee be paid his time in court in excess of the actual time necessary and required for his/her appearance and testimony. Court time shall not be included in the computation of work hours credited towards overtime hours.

ARTICLE 10

LEAVES OF ABSENCE

10.01 - SICK LEAVE ACCUMULATION

Each regular full-time employee with less than six hundred (600) hours total sick leave accumulation at the start of a month shall accrue sick leave at the rate of one and one-half (1½) days for that month. Each regular full-time employee with six hundred (600) hours or more total sick leave accumulation at the start of a month shall accrue sick leave at the rate of one (1) day for that month. Accruals shall be credited the first pay check on the following month. Maximum accumulation shall be 1200 hours.

10.02 - USE OF SICK LEAVE

Accumulated sick leave may be used for:

- A. If the employee is medically unable to work.
- B. A maximum of three (3) days per year for illness of a member of the employee's immediate family.
- C. Day of surgery for spouse or child. Item "B" is separate from this item.
- D. Medical or dental appointments that cannot be scheduled during the non-working hours.

10.03 - SICK LEAVE VERIFICATION - DISCIPLINE

Policies and Procedures – In order to maintain safe, efficient, harmonious operations and to continue to provide the highest standard of public service, the County has adopted the following policies and procedures.

These policies and procedures can be modified by the Employer as changing conditions warrant. The Employer may take whatever disciplinary action it deems appropriate in response to a violation, even if it is not included in the following list. You must understand that any violation, whether or not it is included in these policies and procedures, may result in disciplinary action, up to and including discharge, without prior warning. The Employer expects your complete cooperating in observing these policies and procedures, which have been designed for our common protection and benefit.

Absenteeism/Tardiness:

1. Regular and prompt attendance is a condition of employment. Failure to maintain good attendance will result in disciplinary action. If an absence is necessary for any reason it should be authorized in advance or, if advance authorization is not possible, notice should be given to the immediate supervisor as early as possible, prior to the start of the work shift.
2. An absence is any time missed from a scheduled work day that has not been approved by the Employee's supervisor, except for approved leaves of vacation, sick leave – pre-approved in advance, funerals, jury duty, work related injury, lack of work, Family Medical Leave, military training or other leave provided by law.
3. Unpaid personal leave is counted as an absence from work since it is beyond allocated leave time, even if scheduled in advance, unless approved by the Employee's supervisor.

4. Employee attendance is reviewed periodically and excessive absence will be cause for disciplinary action. Consecutive absences for sick leave will be rated by the number of occurrences rather than the number of days absent so that an extended illness would count as one absence. Absences for partial days will be cumulative with one absence counted for each one-shift equivalent.

5. Although there may be legitimate reasons for repeated absence from work, regular work attendance is a factor of performance and is required for continued employment. Employees with excessive absences will be provided guidance and opportunities for correction in accordance with the following schedule, however, failure to meet attendance standards could result in termination of employment.

Examples: If an employee has a non-FML absence and misses work on Tuesday and Wednesday for the same condition, this shall count as one occurrence.

Or

If an employee has a non-FML absence and misses 4 hours on one day, this shall count as a partial occurrence.

Discipline:

Verbal Warning – Employees with more than 4 absences, in a 12 month period, will first be given a verbal warning that their attendance must meet County standards or be subject to disciplinary action.

Written Warning – Employees with more than 2 absences, in the 6 month period following a verbal warning will be given a written warning and a six month probationary period.

Suspension – Employees with more than 2 absences, during the 6 month period following a written warning will be given a 5 day suspension and final warning

Termination – Employees with any absence during the six months following a suspension and final warning will be subject to termination from employment.

Note that as previously established, approved FMLA and pre-approved sick leave usage will not count as an occurrence under the new system.

Existing occurrences shall be divided by two, as we transition into the new system.

As an example:

If on April 30, an employee has 4 total occurrences in the last 12 months, on May 1 they will be adjusted to 2 total occurrences.

If on April 30, an employee has 3-1/2 (3 full days, 1 half day) occurrences in the last 12 months, on May 1 they will be adjusted to 1 ¾ occurrences.

If you have any questions, please contact your Department Head.

10.04 - SICK LEAVE NOTIFICATION

When absences due to sicknesses are necessitated, the employee shall notify the supervisor prior to the beginning of his scheduled reporting time. Failure to do so without a bona fide reason shall result in the employees being considered absent without leave, and subject to disciplinary action.

10.05 - SICK LEAVE CONVERSION

In a calendar quarter, if no sick leave is used the employee earns eight (8) hours of personal leave. Unused personal leave hours at the end of a calendar year shall be automatically transferred to the employee's compensatory time accrual.

10.06 - BEREAVEMENT LEAVE CONVERSION

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

- A. Death of a Spouse, Child, Step-Child or Parent - five (5) consecutive work days
- B. Others in Immediate Family - three (3) consecutive calendar days
- C. Persons Outside of Immediate Family - one (1) unpaid day.

10.07 - 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 the employee's normal work day's pay. The employee must attend the funeral to qualify for bereavement leave pay. 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, upon showing of good cause therefore. Any additional leave shall be deducted from the already accrued paid leave bank (vacation or sick leave) at the direction of choice of the employee.

10.08 - PALLBEARER LEAVE

Employees shall be granted 1 day off with pay, if scheduled to work, for services as a pallbearer. In addition, the Employer may grant time off with pay for employees to attend the funeral of another County employee or former employee.

10.09 - JURY DUTY LEAVE

Any employee selected for jury duty shall receive a paid leave of absence for the time he spends on such day. If an employee is called for jury duty, the employee should promptly notify his immediate supervisor. 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.

10.10 - WITNESS LEAVE

If an employee is subpoenaed or issued a trial notice by the county attorney's office as a witness in court action involving criminal or civil action by or against the employees and such court action occurs during the employee's scheduled hours of work, he shall receive a paid leave of

absence for time he spends on such duty. Said employee shall receive the normal work day's pay and shall return to the Employer pay received as a witness, except mileage when the employee uses their own personal vehicle to attend such court action.

10.11 - MILITARY LEAVE

Chapter 29A.28, the Code of Iowa, shall govern military leave. The Universal Military Training and Service Act shall govern re-employment rights.

10.12 - UNPAID LEAVE

Non-probationary employees may be eligible for unpaid leaves of absence. An employee who fails to return to work at the end of an unpaid leave of absence shall be deemed to have voluntarily quit, or, if applicable, voluntarily retired on the last day of work prior to the leave. Unpaid leave of absence for a limited period may be granted for any purpose reasonable in the judgment of the Sheriff. The Sheriff's decision is final and cannot be grieved. An employee may take an absence from work for attending an immediate family member's emergency illness or injury. The employee shall first notify the Jail Administrator, Chief Deputy, or the Sheriff of the necessity for the absence and the approximate duration thereof. Said absence shall be without pay and the employee shall return as soon as the emergency has been removed.

10.13 - BENEFITS DURING UNPAID LEAVE

During an unpaid leave of absence 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.

10.14 - 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 the County. The difference between the normal pay and Worker's Compensation will be deducted on a pro rat 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.

10.15 - 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 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. Deduction 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 Article 10.12 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 was designate paid leave shall be paid pursuant to the collective bargaining agreement. Designated holidays will not be paid of 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 violations of such laws.
- F. The Employer reserves all rights provided under the FMLA.

10.16 - 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.

10.17 - PERSONAL LEAVE

Each employee shall receive one (1) paid personal day per year, and such personal day may not be carried over past June 30 of each year. A personal day may be used for whatever purpose the employee chooses. Employees must obtain approval from a non-bargaining unit supervisor at least seven (7) days prior to the personal leave requested, except in verifiable emergencies when the employee should notify a non-bargaining unit supervisor prior to the start of his shift. Unused personal days at the end of a fiscal year shall automatically transfer to the employee's compensatory time accrual.

ARTICLE 11

HOLIDAYS

11.01 - DESIGNATED HOLIDAYS

All employees are eligible for ten (10) paid holidays:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Christmas Eve (shift employees)
	One to be designated by the Board of Supervisors (non-shift employees)

11.02 - PAY FOR HOLIDAYS

Non-shift employees shall receive a normal work day's pay for each of the holidays set forth in 11.01. Those shift (non-regular day employees) employees required to work on a holiday shall be paid at a rate of two and one-half (2½) times the pay said employee would have received as regular compensation for working on a non-holiday. The actual hours to be compensated shall be those hours worked during the designated holiday. Those hours worked during the scheduled shift but not on the designate holiday by said employee shall be granted in compensatory time or paid at regular rate of pay, at the employee's option.

11.03 - DAY OF CELEBRATION

On holidays which vary from year to year (New Years, Independence Day, Veteran's Day, and Christmas), those employees NOT working shifts will observe the same day as designated by the Clinton County Board of Supervisors for the County personnel, and employees who work shifts shall observe the actual holiday instead of the Employer-designated day. The Sheriff reserves the right to determine which employees shall work on a holiday. Where an employee's day off falls on a regularly scheduled holiday, the employee shall have the option of receiving eight (8) hours compensatory time in substitution for said holiday, or paid eight (8) hours at the employee's regular rate of pay.

ARTICLE 12

VACATION

12.01 - ELIGIBILITY FOR VACATION PAY

Only full-time employees are eligible for vacation time and pay. Vacation pay will be at the employee's normal straight time pay. An employee's eligibility for vacation time shall be determined by the anniversary date of his/her hire. After the completion of one full year of service, the employee will be eligible to take the pro-rated portion of vacation earned during the previous calendar year. That earned vacation must be taken in the calendar year of the employee's first anniversary. Effective January 1, of the next calendar year, the employee will be eligible for vacation hours, based on years of service. A day of vacation pay will equal the employee's normal work day's pay. An employee is eligible to receive paid vacation:

<u>Length of Service</u>	<u>Amount of Vacation</u>
Upon the completion of 1 or more years of service * (Employees hired after July 1 st , 2013)	80 hours
* Upon the completion of 3 years or more of services	120 hours
Upon the completion of 10 or more years of service	160 hours
Upon the completion of 15 or more years of service	200 hours

*Employees hired prior to July 1st, 2013 will receive 120 hours after 1 year of service.

12.02 - SCHEDULING OF VACATION

The procedure for designating vacation schedules shall be as follows:

- A. All Department shift Employees will be allowed to schedule priority vacations in the following manner. Priority vacations will be scheduled during the month of January of each year and will take precedence over any other paid time off, also scheduled during the same time as a priority vacation. The most senior member on each shift, based on time in rank and decreasing to the least senior member on the same shift, shall be allowed to schedule a vacation block, up to a maximum of eight (80) hours. After selection of his or her priority vacation, the then next senior Employee shall select his/her senior vacation date. When the least senior vacation member has finished making his/her selection, the remainder of the vacation time shall be open for selection on a first-come/first-served basis.
- B. All non-priority vacation requests shall be submitted, in writing, to the Sheriff or his designee, properly dated and signed. All requests for vacation time shall be submitted no less than forty-five (45) days before commencement of vacation term. (Example: Request for July vacation must be submitted by May 15.) All vacations must be taken during the current calendar year and shall be taken in segments of not less than forty (40) hours. No employee will be allowed to split their allotted vacation into segments of less than forty (40) hours, unless they have forty (40) hours or less days of vacation

remaining unused, and then only by utilizing the remaining vacation in one block of time and with the consent of the Sheriff.

- C. All vacation not scheduled prior to October 1 of the current calendar year will be scheduled in the following manner:
 - (1) a conference between the Sheriff and/or the Chief Deputy and a mutually agreeable date established;
 - (2) in the event a mutually satisfactory date cannot be established, the Sheriff shall have the right to designate that period of vacation to which the employee is entitled, and the date therefore prior to the end of the year.
- D. Employees who have scheduled vacations during the Independence Day or Christmas holidays during the immediate previous year will not be eligible to schedule a vacation during the same Independence Day or Christmas holiday the following year, unless no applications or designation for that vacation have been submitted.
- E. For the purposes of scheduling vacations, personnel shall be grouped into the following categories:
 - Group A – Deputies
 - Group B – Jail Division Correctional Officer and Cook/Correctional Officer
 - Group C – Clerical Staff, Secretaries

Not more than one person in each designated category shall be off per shift on vacation or compensatory time at the same time without the express consent of the Employer.

F. The Division Supervisor or designee will maintain a "request calendar" which will be available to all personnel for the purposes of obtaining information regarding available vacation dates and scheduled vacations. Each employee shall be responsible to designate his or her vacation date and be cognizant of scheduled vacations. Employees are encouraged to work out conflicting dates with each other and to re-submit their request without conflict.

G. ~~Secretaries~~ shall have the option of scheduling up to eighty (80) hours of ~~vacation into 10, 8-hour segments~~ by providing twenty-four (24) hours advance notice.

12.03 - VACATION PAY UPON TERMINATION

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

12.04 - HOLIDAY WHILE ON VACATION

In the event a holiday should fall during an employee's vacation or day off, the employee shall be entitled to an additional day off (holiday) which shall be rescheduled upon request by the employee to the Sheriff and at a time convenient to and at the discretion of the Sheriff.

ARTICLE 13

INSURANCE

13.01 - HEALTH AND DENTAL INSURANCE

13.01 – 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, 2002 as agreed to with the Union on February 7, 2002 shall be maintained, and shall include the following basic benefits. Insurance coverage will 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.

<i>Medical Benefits Plan</i>	<u>Single Plan</u>	<u>Family 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*	\$1,000	\$2,000
OOPM – include with deductible*	\$1,200	\$2,400 – effective 1-1-15
Add out-of-network OOPM	\$2,000	\$4,000

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 -	Retail – generic	\$10.00
	Retail – brand	\$30.00
	Mail – generic	\$20.00
	Mail – brand	\$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.

13.02 - LIFE INSURANCE

The Employer agrees to provide, at no cost to the Employee, term life insurance, through a group policy, in an amount of not less than \$10,000 per employee.

13.03 – 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 changes 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.

13.04 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 14

VEHICLES AND EQUIPMENT

14.01 - EMPLOYEE RESPONSIBILITY

The employees shall follow all Employer policies, rules and regulations as to motor vehicle safety, which shall include advising the Employer when a vehicle is in need of maintenance or repair; daily inspecting the vehicle for tire conditions, lights, turn signals and other items mandatory for care and caution when operating motor vehicles, shall not in any manner abuse County vehicles while entrusted to their care and possession; and shall generally assist the Employer in maintaining high quality and safety of County vehicles. Any employee operating a motor vehicle

shall immediately report any defects in said vehicle to the shift commander or his/her superior officer.

ARTICLE 15

UNIFORM CLOTHING AND EQUIPMENT

15.01 - REQUIRED CLOTHING AND EQUIPMENT

The Employer shall specify and provide for each employee required uniforms and clothing. All uniforms, clothing and equipment shall be and remain the property of Clinton County. All items shall be new issue and in accordance with the ISSDA guidelines or, in the alternative, may be used, provided however the condition of the equipment is comparable to the newly issued items.

15.02 - REPLACEMENT

After the initial issue of uniforms, clothing, and equipment to the uniformed employees, the Employer will continue to purchase all replacements. The uniforms, clothing, and equipment will be replaced on as needed basis as determined by the Sheriff. Used uniforms, clothing, and equipment shall be returned to the County when replaced.

15.03 - CLOTHING ALLOWANCE

The Employer shall pay to each qualified ~~non-uniformed deputy~~ the sum of twenty-five dollars (\$25.00) per month, to be used for the purposes of purchasing and replacing clothing and equipment. This allowance will be in lieu of Employer-supplied uniforms and clothing as set forth in 15.02. This allowance will begin thirty (30) days after the beginning of each month during the employee's assignment, and will end immediately upon the deputy's assignment back to a uniformed status.

15.04 - SHOE ALLOWANCE -- CORRECTIONAL OFFICERS AND SECRETARIES

The Employer shall reimburse each secretary and correctional officer and cook/correctional officer up to a maximum of one hundred fifty dollars (~~\$150.00~~) per year for the purchase of one (1) pair of shoes. The Employer shall choose and purchase the shoes from the Sheriff's equipment catalog or from another supplier, which has shoes of comparable quality.

15.05 - REPAIR

The costs of repairing and any alterations needed to make the prescribed uniforms, clothing, and equipment serviceable for duty shall be borne by the Employer. This includes, but is not limited to: sewing on patches; repairs to seams, zippers, etc.; and any alterations need to make a piece of equipment fit the individual. The Sheriff or his designee shall have the final say as to whether a piece of clothing should be repaired or replaced, determined by the cost and the item's general condition.

15.06 - CLEANING

All employees shall be responsible for the clearing and condition of the required uniforms and equipment, and for notifying the Sheriff or his designee of any deficiencies, which require them to be repaired or replaced.

15.07 - ADDITIONS

Nothing in this Article shall prevent the Employer from adding to the prescribed uniform or from increasing the minimum amount of each to be provided.

ARTICLE 16

INSERVICE TRAINING

16.01 - SCHEDULING AND PAY

For the purpose of education and increasing the professionalism of the department, the Sheriff may schedule and conduct in-service training seminars during the fiscal year. Training sessions may be run in conjunction with shift meetings or at such other times the Sheriff may determine such training necessary. The Employer shall reimburse the deputies/employees required to attend in-service training for their time in attendance at any such session, providing they are not on duty at the time of the required training session. Employees shall be reimbursed at their regular rate of pay or with overtime, if applicable.

ARTICLE 17

REIMBURSEMENT FOR EDUCATION EXPENSES

17.01- ELIGIBILITY

The Employer agrees to reimburse the employee/deputy for expenses incurred, as further outlined in this Article, for pursuing college credit courses required for an associate degree in law enforcement or deemed as job related by the Sheriff. Reimbursement expenses shall be limited to the cost of tuition, books, and any laboratory fees, which said expenses are not assumed or paid for by the institution, scholarship, grant-in-aid, or any other type of financial assistance. In order to be eligible for reimbursement, pursuant to this Article, the employee/deputy shall maintain a "C" grade average.

17.02 - SELECTION

The Employer shall have the sole discretion in determining which employee/deputy shall be approved and the institution at which said employee may attend, and the courses said employee intends to pursue and seek reimbursement for. The employee/deputy shall seek approval from the Sheriff prior to the time of enrollment. Approval or denial shall be given prior to the first day of class for the requested semester of attendance.

17.03 - REIMBURSEMENT FOR COLLEGE COURSES

Reimbursement shall be made upon a presentation and verification of the following:

- A. Presentation of a receipt showing the expenses incurred.
- B. Evidence of satisfactory completion of the course.
- C. Surrender of any textbook purchased by the Employer for the benefit of the employee.

17.04 - CONTINUING EDUCATION

Employee shall be allowed continuing education at the selection and option of the Employer. Employees participating in continuing education shall be reimbursed as follows:

- A. Reimbursement of preapproved out-of-pocket expenses (room, board, tuition, books).
- B. 100% wages while in actual class attendance (no overtime allowance).
- C. No payment for sleep or off-duty time .
- D. The employee shall be reimbursed for reasonable travel time at his regular hourly wage (no overtime).
- E. Where this article relates to a newly hired employee attending the Law Enforcement Academy, the employee shall be reimbursed for travel time for one trip to the Academy (Des Moines) and one trip returning home. In the event the employee should stay over the weekends, the County shall reimburse previously approved room and board per County regulations. Should the employee return home, at intervals during Academy training, he shall not be reimbursed for travel time.

ARTICLE 18

MISCELLENOUS

18.01 - SEPARABILITY ELIGIBILITY

If any article or section of this Agreement, or any Addendum thereto, should be held invalid by operation of law, or by any court or agency of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by any court or agency, the remainder of this Agreement, and all Addendums thereto, shall not be effected thereby, and the remainder of this Agreement, and any addendums attached thereto, shall remain in full force and effect for the life of this Agreement.

18.02 - MAINTENANCE OF STANDARDS

During the term of this Agreement, any portion of said Agreement, which is a mandatory subject of bargaining under Chapter 20, Code of Iowa, shall not be changed except by mutual agreement of the Employer and the Union.

18.03 - WAIVER

No waiver or variation of this Agreement shall be made in this Agreement by an Employer representative, or any individual employee or group of employees unless the waiver or variation is made with the full knowledge, sanction, and consent of the Board and the Union Business Representative. Further, any unauthorized waiver or variation of the terms of this Agreement by either party shall not constitute a precedent for future enforcement of all terms and conditions included therein.

18.04 - EFFECTIVE PERIOD

This Agreement shall be effective for a two year period commencing July 1, 2013 and shall continue to remain in full force and effect until its expiration on June 30, 2015.

18.05 -SIGNATURES AND WITNESS

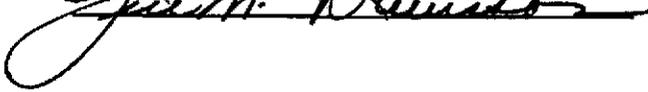
In witness thereof, the parties hereto have caused this contract to be executed by their duly authorized representatives this 17th day of JUNE, 2013.

CLINTON COUNTY, IOWA

By its Board of Supervisors





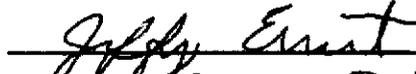


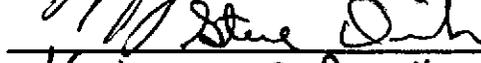
By the Employers Representative

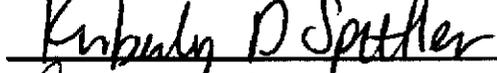


**CLINTON COUNTY SHERIFF'S
OFFICE EMPLOYEE UNION**

By its Bargaining Team









By the Union's Representative



R. Douglas Wells

EXHIBIT A
CLINTON COUNTY SHERIFF'S OFFICE
HOURLY RATE OF PAY

<u>CLASSIFICATION</u>	<u>2%-2013-2014 BASE WAGE</u>	<u>2.25%-2014-2015 BASE WAGE</u>
DEPUTY		
Hourly	\$24.57	\$25.13
Annual	\$51,300.29	\$52,454.55
CORRECTIONAL OFFICER/CIVILIAN/COOK		
Hourly	\$17.74	\$18.14
Annual	\$37,043.14	\$37,876.61
SECRETARY		
Hourly	\$17.74	\$18.14
Annual	\$37,043.14	\$37,876.61

The above wage rates take effect on July 1 of the designated fiscal year.

PROBATIONARY WAGE RATE: Civil Service and Non-Civil Service employees shall receive ninety percent (90%) of the base wage rate during the probationary period defined in Article 1, Section 1.04 of six (6) months for Non-Civil Service employees and up to one (1) year for Civil Service employees. Civil Service employees who remain on probation after one (1) year shall receive ninety-five percent (95%) of the base wage rate for the remainder of their probationary period.