

COLLECTIVE BARGAINING AGREEMENT

between

**STORY COUNTY, IOWA
BOARD OF SUPERVISORS**

and

**PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES
LOCAL 2003
(Command Staff)**

JULY 1, 2018 - JUNE 30, 2021

AGREEMENT

This Agreement, entered into this 1st day of July, 2018, by and between STORY COUNTY, hereafter referred to as the “Employer” and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES, LOCAL 2003, hereafter called the “Union.” The term Employer as used in this Agreement will normally refer to the Sheriff and his/her designee. Throughout this Agreement, wherever the “Act” appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all full-time and part-time Lieutenants, Sergeants, Communications Commander, Jail Administrator, Communications Operations Manager, Assistant Jail Administrator, Detention Supervisors and Food Services Supervisor as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 8282 and Case 102134, which excludes the Sheriff, Chief Deputy, Office Manager/Budget Supervisor all other employees of the County.

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

ARTICLE 3 NO STRIKE – NO LOCKOUT

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

ARTICLE 4
SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 5
GRIEVANCE PROCEDURE AND ARBITRATION

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

- A. Step 1: The aggrieved employee(s) and/or the Union shall present a grievance verbally, to the Chief Deputy within seven (7) calendar days. The employee shall state the nature of the grievance, specific clause(s) violated, and all facts as they are known to be shall be discussed. Within seven (7) calendar days after this, the Chief Deputy will answer the grievance in writing.
- B. Step 2: If the aggrieved employee(s) is not satisfied with the Chief Deputy's answer at Step 1, the aggrieved employee and/or Union shall present the grievance in writing to the Sheriff within seven (7) calendar days of the Chief Deputy's answer. The grievance shall state the nature of the grievance, the specific clause(s) violated, and shall state all facts and witnesses as they know them to be. Within seven (7) calendar days the Sheriff will answer the grievance in writing.
- C. Step 3: If the aggrieved employee is not satisfied with the Sheriff's answer at Step 2, the aggrieved employee and/or Union shall request the grievance be submitted to an outside independent mediator. Mediation shall be scheduled at a mutually agreeable time between the parties and the mediator. Mediation shall be a pre-requisite to referring the grievance to Step 4.
- D. Step 4: Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within seven (7) calendar days after the date of the unsuccessful mediation.

Any aggrieved employee may elect to have a Union representative present at the any of the grievance meetings.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was known. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the

Employer's last answer. If a grievance is not timely answered by the Employer, it shall automatically be referred to the next Step.

After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) calendar days after receipt by either party of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise the parties alternately eliminating names from the list, with the parties flipping a coin to see who strikes first.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case. The date for the arbitration hearing will be determined by the parties and the arbitrator within sixty (60) days following the date of the selection of the arbitrator.

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

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

In the event that any employee takes action on any complaint in any other forum, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue. The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

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

ARTICLE 6 SENIORITY

Seniority means an employee's length of full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis. The job classifications in this unit are:

Lieutenant
Sergeant

Communications Commander
Jail Commander
Communications Operations Manager
Detention Supervisor
Assistant Jail Administrator
Office Services Supervisor
Communications Supervisor

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

Probationary Period – Employees other than Civil Service Employees

A probationary employee is an employee who has not yet completed twelve (12) consecutive months of service with the Employer. If the Employer and employee agree, the probationary period can be extended for any period up to a maximum of six (6) months. A probationary employee may be disciplined or discharged by the Sheriff without cause and without recourse to the grievance procedure. An employee who has been promoted to his/her position in this bargaining unit, is not considered a probationary employee.

Probationary Period – Civil Service Employees

If a civil service employee covered by Iowa Code Chapter 341A (a "civil service employee") has successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a civil service employee, the probationary period shall be for a period of up to nine months and shall commence with the date of initial appointment as a civil service employee. If the civil service employee has not successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a civil service employee, the probationary period shall commence with the date of initial employment as a civil service employee and shall continue for a period of up to nine months following the date of successful completion of training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy.

The discipline and removal of civil service employees will be governed by the provisions of Iowa Code Chapter 341A.

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

- a. Employee quits
- b. Employee is discharged for proper cause

- c. Engaging in other paid work while on sick leave, or giving false reason for obtaining a leave of absence
- d. Two (2) consecutive days of absence without notice to the Employer
- e. Failure to report for work at the end of a leave of absence
- f. Failure to report to work fourteen (14) days after being notified to return to work following layoff, when notice of recall is sent to the employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number
- g. Seniority rights will be forfeited after the continuous period of layoff exceed one (1) year
- h. Employee retires
- i. An employee is absent from work for any reason, excluding FMLA, for over one (1) year or for a period of time equal to his/her seniority, whichever is shorter. This may be extended at the discretion of the Sheriff.

If an employee is transferred out of the bargaining unit, but remains within the Sheriff's Office, his/her seniority continues to accumulate.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

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

Staff Reduction: When the working force is to be reduced, the Sheriff will select which job classification is to be reduced. The employee with the least qualifications and ability will be removed first, when qualifications and ability are relatively equal, in the judgment of the Sheriff, the employee with the least amount of seniority in the job classification will be removed. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must report to work in fourteen (14) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement. Employees will have one opportunity to accept or reject an offer of recall. Employees who reject an offer of recall will forfeit their recall rights.

Employees shall have recall rights for a period of twelve (12) months following the date of their layoff.

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

ARTICLE 7 HOURS OF WORK

Determination of daily and weekly hours of work shall be at the sole discretion of the Sheriff. The normal pay period shall be from Sunday through Saturday and be two (2) weeks in duration. It is acknowledged that within this bargaining unit there are 6-3 shift employees , 4-4 shift employees and 5-2 Monday – Friday employees.

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

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

ARTICLE 8 OVERTIME

Any non-exempt hourly employees within the bargaining unit will be paid, either in cash or compensatory time, at the rate of time and one-half (1 ½) the employee's straight time hourly rate for all hours worked in excess of their scheduled workday. The choice between cash and compensatory time will be made by employees during open enrollment. An employee may also request time off within the pay period equal to any hours in excess of the normal workday or normal work schedule. If the request is granted, these hours will be taken hour for hour. Compensatory time off must be approved by the Sheriff, or his designee, and will normally require a one (1) day notice.

An employee may accumulate a maximum of forty (40) hours of compensatory time. An employee shall be able to carry over forty (40) hours of compensatory time from fiscal year to fiscal year. Once an employee reaches the maximum accumulation, overtime will be paid at the rate of one and one-half (1 ½) of the employee's regular hourly rate.

Any accrued compensatory time will be paid out at the employee's current rate of pay to the employee prior to any change in rank or grade and also if the employee changes his/her election from compensatory time to cash payment.

ARTICLE 9 HOLIDAYS

Employees are eligible for the following paid holidays: New Year's Day, President's Day,

Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, two (2) days at Christmas and two (2) hours on December 31 (only if December 31 falls on a Monday through Thursday). Any additional holidays recognized by the Board will be added to the Agreement.

Non-exempt employees on a Monday-Friday work schedule, required to work on any of the recognized paid holidays shall be paid time and one-half (1 ½) for all hours worked except hours worked which exceed an employee's normal scheduled hours will be paid at double time. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

Except for 6-3 and 4-4 shift employees, to be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday or unless on an excused absence.

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

For employees within the bargaining unit on a Monday-Friday work schedule, when a designated holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday, and when a holiday falls on a Sunday, the following Monday shall be observed as the legal holiday.

Full-time shift employees (non Monday-Friday) will be granted ten (10) personal days in lieu of holidays (July 1) per fiscal year. Personal days shall be taken in increments of at least one full-day shift. Any unused personal days shall be paid to the employee at the employee's regular hourly rate at the end of the first full pay period at the end of the fiscal year (June 30). If an employee is on a 12 hour shift schedule, they will be credited with 120 hours, in lieu of holidays (July 1) per fiscal year and 12 hours will be deducted from their personal leave bank when they use a personal day. All requests for personal days must be approved by the Sheriff or his designee and will normally require a three (3) day notice. Any Employee can only be paid out a maximum of 80 hours at the end of each fiscal year (June 30).

If an employee uses more personal days than actual holidays that have transpired in the year and employment is severed, the County will be reimbursed for the personal days by deducting the hours from the employee's vacation payout or by the employee reimbursing the County for the personal day.

Personal days accrued and not used at the time of separation from County employment will be reimbursed on a pro-rata basis. Any employee can only be paid out a maximum of 80 hours at separation of employment.

ARTICLE 10 VACATIONS

Employees shall be entitled to paid vacations as follows:

After one (1) year of continuous service, eighty (80) hours;

After five (5) years of continuous service, one hundred twenty (120) hours;
After ten (10) years of continuous service, one hundred sixty (160) hours;
After fifteen (15) years of continuous service, two hundred (200) hours.

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

The scheduling of vacation leave must have prior approval of the Sheriff, or designee, and will be granted at his discretion. The Sheriff may require the rescheduling of vacation leave only when, in his judgment, it is absolutely necessary. Vacation time will normally be taken in weekly increments. Vacations of a shorter duration must be approved by the Sheriff and will normally require a three (3) day notice. Notification of approval or denial will be given within seven (7) calendar days.

Vacation leave shall be computed on an hourly basis and credited to each employee's account every pay period. Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

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

For Monday through Friday employees within the bargaining unit, vacation extending through an officially designated holiday shall not have that holiday charged against vacation leave.

Any employee separated from County employment by reduction in force, resignation, death or otherwise, shall be paid or have payment made to his/her estate or legal beneficiary in the amount of any unused vacation leave earned.

Employees who work on a scheduled vacation day shall be compensated at the employee's normal pay for the day or week he/she was scheduled to work and that day shall not count against their vacation leave.

If an employee's vacation leave has been denied, resulting in an employee reaching the cap, the amount of vacation leave which would otherwise be lost, will be reimbursed at an employee's regular rate of pay.

ARTICLE 11 SICK LEAVE

Sick leave shall be accrued by all hourly employees at the rate of 12 hours per month for each month to a total of nine hundred sixty (960) hours.

Family Medical Leave Act: Employees who have at least one year of service with Story County and who have worked at least 1250 hours in the previous twelve month period may take unpaid leave of up to twelve weeks for the following reasons:

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

Employees may elect, however to use vacation or sick leave as part of the twelve week FMLA. In no event will the total amount of family medical leave, utilized for numbers 1, 2 or 3 above, be permitted to exceed twelve continuous weeks without prior approval of the Sheriff.

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

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

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

Use of Sick Leave: Accumulated sick leave may be used for any disabling or confining medical condition, personal illness, injury, and pregnancy related matters, medical or dental appointments or on the job injury or disability. A medical doctor's written verification of illness or injury may be required by the employer for substantiation of an illness or injury exceeding three (3) consecutive workdays or any time when sick leave abuse is reasonably suspected.

Except for 6-3 and 4-4 shift employees, if a holiday falls within a paid sick leave, that day will be counted as a holiday and not as a day of sick leave.

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

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

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

Worker's Compensation: An employee may use sick leave, to the extent it is available, for an on-the-job injury for disability. If an employee so elects to use such sick leave in any period for which

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

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

Sick Leave Donation: In the event that an employee exhausts his/her accumulated sick leave days, vacation, and accumulated compensatory time, the Board, upon the recommendation of the Human Resources Director, may grant additional sick leave days, or, with permission from the affected individual, the Human Resources Director may request voluntary donations of sick leave from staff for use by the affected employee for his/her personal illness or injury. The Human Resources Director will determine the number of days to be granted on a case-by-case basis and in doing so will consider medical information supplied by the affected employee. Each employee may voluntarily donate up to 2 days of sick leave per request. Donations will be taken in the order received until the maximum number of days required is met. The Human Resources Director may approve and request additional donation days for the same individual if the original allotment runs out and the Human Resources Director deems it appropriate to offer additional extended leave. Donated sick leave days which are not used by the affected employee will be cancelled and not returned to donating employees.

Wellness Days: Employees who have reached their maximum accumulation of sick leave, shall be able to convert sick leave to wellness days, up to a maximum of two (2) days or sixteen (16) hours per year. These days will not carryover from year to year and must be used by the end of the fiscal year. This provision will be administered as provided by the Board policy regarding wellness days.

ARTICLE 12 FAMILY DEATH

Employees shall be granted up to six (6) working days leave of absence with pay for attendance at the funeral and other related functions in the event of death of an employee's spouse or child. Employees shall be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions in the event of death of an employee's parent, step-parent, step-child, parent-in-law, brother, sister or grandchild. In the event of death of a grandparent, brother-in-law, or sister-in-law, an employee may be allowed time off with pay, not to exceed three (3) days. Employees may be granted four (4) hours with pay when attending funeral services for fellow county workers as well as for fellow retired county workers. Payment for this time shall be made only if the funeral has actually been attended.

ARTICLE 13
MILITARY LEAVE

Employees shall be granted Military Leave for a period up to thirty (30) days with pay as set forth by Section 29.A28 of the Code of Iowa. The Employer recognizes an employee's re-employment rights in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA).

ARTICLE 14
JURY DUTY LEAVE

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

ARTICLE 15
UNPAID LEAVE OF ABSENCE

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

- a. Receives no compensation or benefits;
- b. Does not earn any leaves or other benefits;
- c. Does not contribute to retirement programs;
- d. Must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired;
- e. Does not accrue seniority after thirty (30) days;
- f. Employees on unpaid leave shall participate in any shift bids that take place while on leave, in writing (i.e. email)

ARTICLE 16
ASSOCIATION DUES

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

ARTICLE 17 TRAINING

All training hours, whether participating as teacher or student, shall be considered the day's duty assignment.

Travel time and meals incurred while attending training sessions in Story County will not be reimbursed. Travel time will be compensated as provided by the Fair Labor Standards Act, and expenses incurred while attending training sessions outside Story County will be reimbursed in either of the following:

- a. The employee(s) will be compensated meals for each day of training only if said employee(s) drives to and from Story County to the training location each day. Employees who are required to drive their own vehicle shall be reimbursed mileage. Employees must receive authorization from the Sheriff in advance to travel if mileage is to be reimbursed.
- b. Schools, training, seminars, etc. which involve multiple days outside of Story County, the employee(s) will have provided to him/her a vehicle for transportation, or allowed mileage reimbursement, or air travel and overnight lodging, and three (3) meals per day. Tuition, materials and expenses arising from said training out of necessity will be provided by the Employer.
- c. Drive time which exceeds an employee's normally scheduled workday can be traded out, hour for hour, within the same pay period, for non-exempt employees.

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

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

Story County will provide up to \$1500 to each eligible employee for the cost of tuition and books upon successful completion of a job-related course to each eligible employee per fiscal year. Reimbursement for tuition and books will occur in the same fiscal year in which the fees are incurred or the class is completed unless documentation is not available by the last claim period of the fiscal year. If documentation is not available until later, the reimbursement will be made the following month after documentation is provided.

ARTICLE 18
EARLY RETIREMENT

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

<u>YEARS OF HEALTH COVERAGE</u>	<u>SINGLE PREMIUMS PAID</u>
Ten	12 months
Fifteen	18 months
Twenty	24 months
Twenty-five	30 months
Thirty	36 months

The family coverage option is available for the same amount of time as County single paid premium. County paid health insurance payments will cease when an employee becomes eligible for medicare.

ARTICLE 19
INSURANCE

The Employer agrees to pay the following amounts towards the premiums for group health insurance for each eligible regular full-time or regular three-quarter time employee:

For the \$500 deductible plan – 90% Single or 80% Family
 For the \$1,000 deductible plan – 99% Single or 90% Family

If health insurance rates increase 20.00% or more in year 2 of the agreement, the Employer agrees to pay the following amounts toward premiums:

For the \$500 deductible plan – 85% Single or 75% Family
 For the \$1,000 deductible plan – 95% Single or 85% Family

If health insurance rates increase 20.00% or more in year 3 of the agreement, the parties agree that the agreement will be reopened for negotiation of wages and insurance.

Plan #	1	2
Deductible		
Single (In-Network)	\$500	\$1000
Family (In-Network)	\$1000	\$2000
Office Visit Co-Pay (In-Network)	\$15	\$15

Plan Copayment		
In-Network	80%	80%
Out-of-Network	50%	50%
Maximum Out of Pocket		
Single In-Network	\$1000	\$2000
Single Out-of-Network	\$2000	\$4000
Family In-Network	\$2000	\$4000
Family Out-of-Network	\$4000	\$8000

RX Drug Coverage		
Copayment (In-Network)	\$10 Generic	\$10 Generic
	\$20 Name Brand	\$20 Name Brand
	\$45 Non-Formulary	\$45 Non-Formulary

The Employer agrees to pay 100% of the cost of the premiums for each eligible regular full-time or regular three-quarter time employee for the following: life insurance in the amount of \$25,000, short-term disability insurance, and long-term disability insurance.

The Employer agrees to provide a flexible benefit contribution to each eligible regular full-time or regular three-quarter time employee in the amount of \$145.30 per month. Each employee may elect to:

- (1) apply this contribution toward the cost of (a) single, (b) dependent (employee and spouse), (c) child (employee and child or children), or (d) family vision insurance;
- (2) apply this contribution toward the cost of single or family dental insurance;
- (3) receive the contribution in cash, or
- (4) any combination of (1) through (3), provided the combination does not exceed the contribution of \$145.30 per month.

Prior to any change in the benefit package or any change in carriers, the Employer agrees to meet and confer with the Union. However, the final decision as to the carrier shall be made by the Employer, provided that the benefits remain substantially the same.

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

ARTICLE 20 COMPENSATION

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

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

Employees shall be paid every other Friday unless that Friday is a holiday, in which case the payday is the last Administration business day before.

Wage rates will be increased by two percent (2.0%) in the first year of the Agreement, by two percent (2.00%) in the second year of the Agreement, and by two percent (2.00%) in the third year of the agreement.

ARTICLE 21
LONGEVITY PAY

Longevity is based on an employee's anniversary date and is based on the continuous service:

5 years	\$.18	18 years	\$.46
6 years	\$.19	19 years	\$.47
7 years	\$.35	20 years	\$.48
8 years	\$.36	21 years	\$.49
9 years	\$.37	22 years	\$.50
10 years	\$.38	23 years	\$.51
11 years	\$.39	24 years	\$.52
12 years	\$.40	25 years	\$.53
13 years	\$.41	26 years	\$.54
14 years	\$.42	27 years	\$.55
15 years	\$.43	28 years	\$.56
16 years	\$.44	29 years	\$.57
17 years	\$.45	30 years	\$.58

ARTICLE 22
SHIFT DIFFERENTIAL

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

<u>SHIFT</u>	<u>SHIFT DIFFERENTIAL</u>
1500 -2300	\$0.40
2300 – 0700	\$0.40
1900 – 0700	\$0.40

The shift differential the employee will receive will be determined hour-by-hour based on the shift each hour is worked. If the employee's shift consists of hours from various shifts, the employee will receive shift differential according to the hours worked in each shift.

ARTICLE 23
GENERAL CONDITIONS

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

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

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

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

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

ARTICLE 24
EFFECTIVE PERIOD

This Agreement shall be effective July 1, 2018 and shall continue through June 30, 2021.

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

If the Affordable Care Act or its regulations are amended or if the application of the Affordable Care Act to the County's flex plan requires the County to pay any amount of money or make any contribution other than the payments specified in Article 19, then the parties agree that the contract will be reopened for negotiation regarding Article 19.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 10th day of April, 2018.

STORY COUNTY
EMPLOYEES,

By: 
Chairperson, Board of Supervisors

PUBLIC PROFESSIONAL & MAINTENANCE
LOCAL 2003, IUPAT

By: 
Business Representative

APPENDIX A

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

Salary Schedule Effective July 1, 2018						
	Start	Step 1	Step 2	Step 3	Step 4	Step 5
Division Commanders						
Bi-Weekly	3366.00	3433.32	3501.99	3572.03	3643.47	3716.34
Annual	87516.00	89266.32	91051.74	92872.78	94730.22	96624.84
Assistant Jail Administrator						
Bi-Weekly	2794.80	2850.70	2907.71	2965.86	3025.18	3085.68
Annual	72664.80	74118.20	75600.46	77112.36	78654.68	80227.68
Sergeant						
Bi-Weekly	2784.60	2842.13	2898.97	2956.95	3016.09	3076.41
Annual	72399.60	73895.38	75373.22	76880.70	78418.34	79986.66
Communication Operations Manager						
Bi-Weekly	2631.60	2684.23	2737.91	2792.67	2848.52	2905.49
Annual	68421.60	69789.98	71185.66	72609.42	74061.52	75542.74
Detention Office Supervisor						
Bi-Weekly	2488.80	2538.58	2589.35	2641.14	2693.96	2747.84
Annual	64708.80	66003.08	67323.10	68669.64	70042.96	71443.84
Food Service Supervisor						
Bi-Weekly	1693.20	1727.06	1761.60	1796.83	1832.77	1869.43
Annual	44023.20	44903.56	45801.60	46717.58	47652.02	48605.18

New employees will be placed at the first step (Start) of the wages schedule.

All employees on Step 4 as of June 30, 2018 shall move to Step 5 on July 1, 2018.

Salary Schedule Effective July 1, 2019

	Start	Step 1	Step 2	Step 3	Step 4	Step 5
Division Commanders						
Bi-Weekly	3433.32	3501.99	3572.03	3643.47	3716.34	3790.67
Annual	89266.32	91051.74	92872.78	94730.22	96624.84	98557.42
Assistant Jail Administrator						
Bi-Weekly	2850.70	2907.71	2965.86	3025.18	3085.68	3147.39
Annual	74118.2	75600.5	77112.4	78654.7	80227.7	81832.1
Sergeant						
Bi-Weekly	2840.29	2898.97	2956.95	3016.09	3076.41	3137.94
Annual	73847.54	75373.22	76880.70	78418.34	79986.66	81586.44
Communication Operations Manager						
Bi-Weekly	2684.23	2737.91	2792.67	2848.52	2905.49	2963.60
Annual	69789.98	71185.66	72609.42	74061.52	75542.74	77053.60
Detention Office Supervisor						
Bi-Weekly	2538.58	2589.35	2641.14	2693.96	2747.84	2802.80
Annual	66003.08	67323.10	68669.64	70042.96	71443.84	72872.80
Food Service Supervisor						
Bi-Weekly	1727.06	1761.60	1796.83	1832.77	1869.43	1906.82
Annual	44903.56	45801.60	46717.58	47652.02	48605.18	49577.32

New employees will be placed at the first step (Start) of the wage schedule.

Salary Schedule Effective July 1, 2020

	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Division Commanders							
Bi-Weekly	3501.99	3572.03	3643.47	3716.34	3790.67	3866.48	3943.81
Annual	91051.74	92872.78	94730.22	96624.84	98557.42	100528.48	102539.06
Assistant Jail Administrator							
Bi-Weekly	2907.71	2965.86	3025.18	3085.68	3147.39	3210.34	3274.55
Annual	75600.46	77112.36	78654.68	80227.68	81832.14	83468.84	85138.30
Sergeant							
Bi-Weekly	2897.10	2956.95	3016.09	3076.41	3137.94	3200.70	3264.71
Annual	75324.60	76880.70	78418.34	79986.66	81586.44	83218.20	84882.46
Communication Operations Manager							
Bi-Weekly	2737.91	2792.67	2848.52	2905.49	2963.60	3022.87	3083.32
Annual	71185.66	72609.42	74061.52	75542.74	77053.60	78594.62	80166.32
Detention Office Supervisor							
Bi-Weekly	2589.35	2641.14	2693.97	2747.84	2802.80	2858.86	2916.04
Annual	67323.10	68669.64	70043.22	71443.84	72872.80	74330.36	75817.04
Food Service Supervisor							
Bi-Weekly	1761.60	1796.83	1832.77	1869.43	1906.82	1944.96	1983.86
Annual	45801.60	46717.58	47652.02	48605.18	49577.32	50568.96	51580.36

New employees will be placed at the first step (Start) of the wage schedule.

All employees on Step 5 as of June 30, 2020 shall move to Step 6 on July 1, 2020.