

**AGREEMENT**

**between**

**MADISON COUNTY**

**SHERIFF'S DEPARTMENT**

**AMBULANCE SERVICE**

**and TEAMSTERS LOCAL 238**

**July 1, 2020 to June 30, 2024**

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## A G R E E M E N T

THIS AGREEMENT entered into this day of June, 2016, by and between MADISON COUNTY SHERIFF'S DEPARTMENT and the MADISON COUNTY AMBULANCE SERVICE DEPARTMENT, Winterset, Iowa, hereinafter referred to as the "Employer," and CHAUFFEURS, TEAMSTERS & HELPERS LOCAL UNION NO. 238, hereinafter called the "Union," represents the complete and final agreement on all negotiable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

### 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 employees of the Madison County Sheriff's Department and Madison County Ambulance Service Department, which includes all regular Madison County full-time Deputy Sheriffs, Sheriff Department Clerk/Dispatcher, Sheriff Department Dispatcher/Jailers, Jail Administrator, Tac / 911 Coordinator, and Sergeants (deputy) permanent part-time Dispatcher/Jailer, and regular full-time employees of the Madison County Ambulance Service. Excluded are: all elected officials, Sheriff and Chief Deputy Sheriff, Director of the Madison County Ambulance Service, part-time Sheriff Department and part-time Ambulance Service employees, all other County employees, and all employees excluded by Section 4 of the Act. Reference is made to Certification Case No. 2416.

Throughout this Agreement, wherever the word "Department Head" appears, it is construed to refer to either the Madison County Sheriff or Ambulance Director, whichever position is applicable.

### ARTICLE 2 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, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### ARTICLE 3 NON-DISCRIMINATION IN EMPLOYMENT

Wherever this Agreement refers to the male gender, it shall also mean the female gender.

ARTICLE 4  
EMPLOYER RIGHTS

Except to the extent expressly abridged or modified by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and right to: plan, direct and control the work of its employees in positions within the public agency; discipline, suspend, or discharge employees for proper cause; to develop and enforce rules for employee discipline, maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; to determine the number of employees to perform the assigned work; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments, and personnel by which the public employer operations are to be conducted; take such actions as may be necessary to carry out the mission of the public employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public employer by law.

ARTICLE 5  
NO STRIKE

The Union and employees 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, slowdowns, boycotting, sit-ins, concerted group absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act.

ARTICLE 6  
GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with the Department Head or his designated representative within the seventy-two (72) hour period following its occurrence, or from when the employee should have been aware of its occurrence, in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee shall present a grievance in writing to the Department Head or his designated representative within seventy- two (72) hours following the oral discussion. Within ten (10) days after this Step 1 meeting, the Department Head or his designated

representative will answer the grievance in writing. A written copy of the grievance will be given to the Department Head. The grievance must state the Section of the Agreement allegedly violated and the remedy sought.

Step 2. Any grievance not settled in Step 1 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 seventy-two (72) hours after the date of the Department Head's or his designated representative's answer given in Step 1.

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 first presented in written form as provided in Step 1 of the grievance procedure. 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 at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Iowa 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, by the parties alternately eliminating names from the list. The Union is to strike the first name. 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 fees and expenses of the arbitrator will be shared equally between the Union and Employer. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding.

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

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

In the event that any employee takes action with the Civil Service Commission on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

Arbitration of a grievance must be authorized by the Local Union Business Agent or the Union Executive Board.

## ARTICLE 7 SENIORITY

Seniority means an employee's length of regular continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis with regard to time in grade.

All employees except deputy sheriffs shall serve a probationary period of six (6) months. A deputy sheriff shall serve a probationary period of nine (9) months provided the employee has successfully completed training at the Iowa law enforcement academy prior to hire. If the employee has not successfully completed training prior to initial appointment, the probationary period shall commence with the date of initial employment and shall end after nine (9) months following the date of certification. Employees may be terminated during the probationary period without recourse to the grievance procedure.

When the working force is to be reduced, the Employer will select what job classification is to be reduced. The employee with the least job classification seniority will be removed first, providing the work in the classification can be satisfactorily performed, in the judgment of the Employer. 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 respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) 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.

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

- a. Employee quits;
- b. Employee is discharged for proper cause;
- c. Engaging in other unauthorized employment while on personal leave of absence or giving false reason for obtaining personal leave of absence;
- d. Two (2) consecutive days per year of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that the employee was physically unable to give notice. The two (2) consecutive days is limited to only one (1) occurrence in the twelve (12) month period following the occurrence;
- e. Failure to report for work at the end of leave of absence;

- f. Failure to report to work within two (2) weeks after being notified to return to work following layoff, when notice of recall is sent to 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; and
- g. Seniority rights will be forfeited after the continuous period of layoff or absence from work exceeds twelve (12) months or length of service, whichever is lesser.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate. After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate. Ambulance Service: EMTP is a bid job that will be filled by seniority and qualifications from employees of the Ambulance Service. Any vacancy occurring in full time employment with the employer will first be offered to part-time employees before a new employee is hired.

## ARTICLE 8 UNPAID LEAVES

**Eligibility Requirements:** At the sole discretion of the Department Head, employees shall be eligible for unpaid leave of absence after the employee's probationary period.

**Application for Leave:** All requests for leaves of absence not otherwise covered in this Article shall be submitted in writing by the employee to his/her Department Head for approval or disapproval. Request for such leave shall be submitted on a form supplied by the Employer.

**Limited Leave without Pay:** The Department Head may, at his sole discretion, authorize an employee's absence without pay for a period not to exceed thirty (30) working days, which can be extended by the Employer for like periods, up to a total of ninety (90) days in a fiscal year. If the Employer denies a leave of absence request, and the employee requests, the reason(s) for the Employer's denial will be put in writing. A leave of absence request should be made to the Department Head at least ten (10) calendar days before the leave is to commence.

**Return from Leave without Pay:** Upon return from leave of absence without pay, the employee shall return to his/her former job, if physically qualified, and if the position is vacant, or to another equivalent position, in accordance with his/her qualifications and ability, if there is a vacancy.

An employee granted an unpaid leave of absence shall not be eligible for fringe benefits, holiday pay, accrued retirement, vacation, sick leave, personal leave, during the period of such leave. Seniority shall not accrue while on an unpaid leave of absence. If the employee does not return to work upon expiration of the unpaid leave of absence, he/she shall be terminated.

## ARTICLE 9 MILITARY LEAVE

Employees will be granted military leave in accordance with state and federal law.



ARTICLE 10  
INJURY AND LOSS OR DAMAGE TO EQUIPMENT REPORTING

In case of injury or death due to work or incurred while at work, or loss or damage to equipment, all such incidents must be verbally reported to the Department Head immediately. This report shall be completed by all parties involved. Additionally, a full detailed written report will be delivered to the Department Head within twenty-four (24) hours of the incident unless proven physically unable to do so. Said report will be submitted immediately when physically able to do so.

ARTICLE 11  
TERMINATION

All full-time employees leaving the service of the County shall be paid for any credited vacation that is unused.

The employee will also be paid for all accumulated unused personal leave in accordance with the provisions contained in Article 18. All final payments for accumulated vacation and personal leave will be at the hourly rate of pay of employee at the time of termination. An employee who quits without giving the Employer two (2) weeks' advance notice forfeits any of his/her earned fringe benefits referred to in this paragraph.

ARTICLE 12  
UNIFORMS

Sheriff's Department

The County will furnish all uniforms and equipment that the Department Head deems necessary for the purpose of performing job-related duties. The County will be responsible for cleaning and major repairs occurring through normal day-to-day use. The County will provide three (3) shirts for each Dispatcher/Jailer.

If damage occurs to uniforms and equipment due to employee neglect or abuse, it will be the responsibility of the employee to repair or replace the damaged item.

All equipment and uniforms issued will remain the property of the County and will not be used for personal use. This paragraph also pertains to the Ambulance Service Department.

The style and type of boots and shoes will be at the discretion of the Department Head. Uniforms may be worn in off-duty status with the permission of the Sheriff. Shoes or boots will be at the option of the employee as to which type he/she wishes to replace annually.

## Ambulance Service Department

The Employer will furnish uniforms at the Department Head's discretion on an as-needed basis. Employees will be required to wear the uniforms provided while on duty. The employee will be provided with: three (3) pairs of slacks, four (4) shirts, one (1) winter coat, one (1) spring/fall jacket, be provided in alternate years unless a replacement is needed, one (1) pair of shoes or boots per year. The style and vendor shall be at the discretion of the Department Head. The Employer shall be responsible for major repairs or replacement occurring through normal day-to-day use. If damage occurs due to employee neglect or abuse, it will be the responsibility of the employee to repair or replace the damaged item at his/her expense.

## ARTICLE 13 HOURS OF WORK

The purpose of this Article is not to be construed as a guarantee of hours of work per day or days of work or pay per week. Determination of daily and weekly hours of work shall be made by the Department Head.

### **Sheriff's Department**

The normal workday is eight (8) hours, of which seven and one-half (7½) hours shall be considered work time. The other one-half (½) hour may be used for a rest or meal period, which is also paid-for time. Said rest or meal period shall not be taken during the first one-half (½) hour or last one-half (½) hour of a duty shift.

The normal workweek will consist of five (5) consecutive days on duty and two (2) consecutive days off duty. This does not preclude the parties from mutually agreeing upon other scheduling. Overtime work will be determined and assigned by the Sheriff or his/her designated representative by job classification.

Overtime. Overtime shall be paid at the rate of one and one-half times the employee's straight time hourly rate for hours worked above 40 hours in the workweek. The Sheriff may approve overtime to be paid in the form of compensatory time. However, comp time hours may not accumulate to more than 80 hours.

If overtime is paid in the form of compensatory time, it may not be converted to cash, unless by mutual agreement or upon termination of employment.

*Holiday, vacation, and compensatory time shall count as time worked for the purposes of computing overtime.*

Paid personal leave, paid sick leave and funeral leave does not count as time worked for the purpose of computing overtime.

Any full shifts of overtime in dispatch (i.e. 8 hours or 12 hours) shall be offered by seniority within the respective classifications. Overtime that is less than a full shift (i.e. 8 hours), the Sheriff shall reserve the right to assign the overtime based on efficiency.

### **Sheriff's Department**

Shift openings due to vacancies as determined by the Sheriff and newly created positions may be made available on a seniority basis. *However, the Sheriff shall retain the authority to make promotions/shift assignments based upon the employee's qualifications to maximize the efficiency of the operation.* However, no employee may work overtime if the hours worked would exceed 16 hours in a 24 hour period, unless there is an emergency.

Employees of the Sheriff's Department may voluntarily agree to switch shifts if both employees agree and the Sheriff approves.

### **Ambulance Service Department**

Employees will be assigned to a rotating work schedule which will consist of two (2) days on duty (one (1) shift of twenty-four (24) hours and one (1) shift of twelve (12) hours) and then two (2) days off duty. Office hours on Monday through Friday will be 8:00 a.m. to 4:00 p.m.

The normal workday will consist of eight (8) hours per day, Monday through Friday, with the employee placed on an "on-call" basis the remaining hours of each workday.

Weekend shifts (Saturday and Sunday) will be served on the basis of employee "on-call" status. Sheriff and Ambulance Service Departments.

Full-time employees shall be paid overtime for hours worked in excess of their schedule.

*Holiday, vacation, and compensatory time shall count as time worked for the purposes of computing overtime.*

Paid personal leave, paid sick leave and funeral leave does not count as time worked for the purpose of computing overtime.

*Employees may voluntarily agree to shift trades if both the employees agree and the Ambulance Director approves the trade.*

## **ARTICLE 14 INSURANCE**

Disability Income Protection and Life Insurance Coverage for Eligible Employees. The Employer shall subscribe to and pay the individual employee premium for a Disability Income Protection insurance program. Said program will include \$20,000 Life Insurance coverage for the employee, \$1,000 coverage for a child age 14 days to 6 months, and \$2,000 coverage for a

child age 6 months to older for each of the employee's dependents; and the premiums will be paid by the Employer.

Hospital/Major Medical/Dental/Optical Coverage. The Employer shall subscribe to a Hospitalization, Major Medical, Dental and Optical insurance program for all eligible employees.

Plan Design

Effective March 1, 2020

Deductible: \$1000 (Single)/\$2000 (Family)

OPM: \$2000 (Single)/\$4000 (Family)

The insurance program will reflect a more traditional plan with actual usage applying to the Deductibles and OPM.

Effective March 1, 2021, the Board of Supervisors shall annually set the overall insurance program of the County and the employees covered by this contract shall enjoy those insurance benefits.

Contributions

Employees shall contribute 20% of the premium of the coverage selected unless the employee participates in the Wellness Program as established by the County. Employees participating in the Wellness Program shall contribute the following percentage of the premium of the coverage selected:

7/1/20 – 5%

7/1/21 – 7%

7/1/22 – 9%

7/1/23 – 10%

For the duration of this agreement, employees shall contribute the percentage stated above; however, this amount shall never exceed \$200.00 per month if the employee participates in the County Wellness Program.

For all insurances mentioned in this Article, no compensation shall be paid to the employee if said employee does not enroll in any of the plans offered.

ARTICLE 15  
VACATION

Full-time employees shall be entitled to a paid vacation at the following rate:

**Sheriff's Department**

After 1 year continuous service, 5 working days (40 hours)

After 2 years continuous service, 10 working days (80 hours)

After 5 years continuous service, 15 working days (120 hours)

After 10 years continuous service, 20 working days (160 hours)

After 17 years continuous service, 25 working days (200 hours)

### **Ambulance Service Department**

After 1 year continuous service, 63 hours

After 2 years continuous service, 126 hours

After 5 years continuous service, 189 hours

After 10 years continuous service, 252 hours

After 17 years continuous service, 315 hours

Permanent part-time employees earn vacation time and pay at eighty percent (80%) of above schedule.

All vacation should be taken during the twelve (12) month period following the anniversary date of hire with no more than one (1) week of earned vacation to be carried forward to the next year.

The scheduling of vacation leave is dependent upon the judgment and discretion of the Department Head. The Department Head may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Each year on or before May 15, employees will make vacation requests to the Department Head for the following twelve (12) month period, or if not eligible for vacation on that date, within thirty (30) days of the date that the employee becomes eligible for vacation. When vacation schedule requests conflict, prior to May 15, seniority will govern; after May 15, first come, first served, with ten (10) calendar days prior to time requested.

Vacation pay will be at the employee's normal daily hours of pay for the period for which he/she would have been regularly scheduled to work.

Vacation must be taken in five (5) consecutive day increments. However, for the Sheriff's Department, five (5) days of vacation per year may be used in daily increments if the employee has no other paid time for use. The day taken off work has to be mutually agreed upon.

Any employee terminated or resigning from the service of the Employer will be paid pro rata for all vacation accrued (example: an employee entitled to two (2) weeks' vacation, having worked six (6) months from and after his/her anniversary date, shall be entitled to one (1) week vacation pay). This paragraph also applies in the event of the death of an employee.

Vacation will be counted as time worked.

### **Ambulance Service Department**

Vacation can be taken no less than one (1) day increments.

Ambulance employees shall be allowed to accrue twice his/her annual vacation accrual.

ARTICLE 16  
GENERAL

Exchanging of Shifts. Any employee may be granted leave with pay for any day or days on which he/she is able to secure another employee with the same job classification to work in his/her place, provided:

- a. Such substitution does not impose any additional cost on the Employer.
- b. Such substitution is to be requested twenty-four (24) hours in advance to the Supervisor, for approval, in writing and signed by both parties. If substitution request is made verbally, a written follow up to the request will be made within forty-eight (48) hours.
- c. The department is not held responsible for enforcing any agreement between employees.
- d. Only the employee who has agreed to substitute shall be responsible for seeing the slot is filled if he/she is unable to do so after having agreed.
- e. When an employee calls in sick on a shift he/she has agreed to work in return for a trade, the employee will still have the obligation to work a shift to even out the trade.
- f. Limited to one (1) day increments, except six (6) hours for Ambulance Service personnel.
- g. Employee requesting the exchange shall be responsible to advise all appropriate departments and individuals.

All exchanges are completed within thirty (30) days.

Practice ammunition. Each Deputy shall be allocated 100 rounds of practice ammunition between July 1 - June 30 each year of this Agreement.

ARTICLE 17  
PERSONAL LEAVE

In addition to sick leave benefits, eligible full-time Sheriff's Department employees may accumulate for future use one-half (1/2) day per month as personal leave, and a permanent part-time employee can earn personal leave on the basis of one-half (1/2) day per month. An employee must use three (3) of the six (6) days they earn each year within the year. The employee can only accumulate three (3) days per year toward the employee's bank. Full-time employees in the Ambulance Service Department can earn one hundred eight (108) hours per contract year based upon six (6) eighteen (18) hour shifts, and time can be taken off work in no less than six (6) consecutive hour increments. Such personal leave shall be taken as work load permits and shall

be arranged for with the employee's Department Head. An employee can accrue up to a maximum of thirty (30) days. Upon termination, an employee shall be reimbursed for 50% of their accumulated days but no more than a maximum reimbursement for fifteen (15) days will be made.

Personal leave to be taken three (3) or more days at a time shall be approved by the Department Head at least one (1) week in advance.

Personal leave can only be taken in full day increments by Sheriff's Department employees, except that with five (5) days' advance notice, subject to the Sheriff's approval, an employee may be able to take a half (1/2) day off work.

Employees shall earn personal leave from his/her date of hire but shall not be allowed to use this accrued time during his/her probationary period.

#### ARTICLE 18 JURY DUTY

Any full-time employee who is selected for jury duty shall receive a paid leave of absence for the time spent on such duty. Compensation received by the employee will be turned over to the County, with the exception of meal or travel expenses incurred by the employee. Any employee summoned to jury duty will not be expected to work for the Employer on any shift on any day that the employee spends on jury duty.

#### ARTICLE 19 JOB CLASSIFICATIONS AND PAY RATES

Exhibit A, which is part of this Agreement, contains the job classifications and pay rates for the Sheriff's Department and Ambulance Service Department.

Shift Differential: Those employees who are assigned regular work assignments between the hours of 7 pm and 7 am shall receive a shift differential of \$0.25 per hour for all hours worked. If an employee starts a shift before 7pm and a majority of his/her shift falls in the applicable 12 hour window, the employee shall receive shift differential for all hours of his/her regularly scheduled shift. Ambulance employees shall not be eligible for this stipend.

#### ARTICLE 20 HOLIDAYS

The Employer shall recognize the following ten (10) days as paid holidays:

New Year's Day	January 1
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4

Labor Day	First Monday of September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday of November
Friday after Thanksgiving	Fourth Friday of November
Christmas Day	December 25
Day before Christmas	December 24

Employees shall receive 10 paid holidays (80 hours) into a holiday bank annually during the first pay period of July. Employees who terminate his/her employment (either voluntarily or involuntarily) will have his/her pay adjusted accordingly based upon the number of holidays which passed during the employee's employment and how many are remaining in the fiscal year.

Employees shall be paid holiday pay for only those hours actually worked on the holiday (12:00 a.m. to 11:59 p.m.) 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 such holiday. Any employee on leave of absence or layoff is not eligible for holiday pay. Any employee off work due to an on-the-job injury will not receive holiday pay. Any holiday earned must be taken off work by the end of the fiscal year in which it was rewarded or will otherwise be forfeited.

#### Sheriff's Department

For work performed on six (6) of the recognized paid holidays, the employee will be paid time and one-half (1½) for each hour worked, plus the holiday pay in compensatory time. On-call time shall not count as time worked on the holiday. All holiday pay will be taken as compensatory time. For time worked on the four (4) holidays of New Year's Day, Independence Day, Thanksgiving Day and Christmas Day, the employee will be paid double time for each hour worked plus the holiday pay in compensatory time.

#### Ambulance Service Department

Ambulance employees shall receive the same 10 paid holidays as the sheriff's office but will receive 120 hours.

Ambulance employees will also receive 2 times the employee's regular hourly rate for all hours worked on any of the 10 recognized holidays.

An employee in "on-call" status or performing work on a recognized paid holiday will be paid time and one-half (1½) per hour. Holiday pay is to be taken off work as compensatory time within work by the end of the fiscal year in which it was rewarded or will otherwise be forfeited.



## ARTICLE 21 EXTRA DUTY PAY

Should it be necessary to call an employee in for duty ahead of his/her regular work schedule or on an off-duty day, or after the employee has been released from his/her regular work schedule, the Employer will pay for all hours worked on such special call at the applicable rate of pay for a minimum of two (2) hours. Any monies received for court services except mileage, parking and meals will be assigned to the Employer.

If an employee is summoned as a plaintiff or a defendant in a proceeding involving or arising from outside employment or personal business, the employee shall use accrued leave time to offset the lost time.

On-call time for Sheriff's Department personnel will be paid at the rate of Five Dollars (\$5.00) per hour.

Management may use part-time or full-time employees to cover hours due to absences and to perform matron duties if such hours are not in overtime pay status. Seniority will prevail in the assignment of extra hours. The most qualified employee as determined by the Sheriff will be assigned extra hours. If multiple employees have the same qualifications, the extra hours will first be offered to the employee with the most seniority. If no employee volunteers for the extra hours, the Sheriff reserves the right to assign those hours. Extra hours are defined as overtime hours needed for transports requiring additional personnel and to cover short notice absences, such as an employee calling in sick or absences due to death covered by funeral leave provision.

On any special events worked, full-time employees on call weekends and night shifts would get to take the work call from their home during the regular week when he/she is on duty.

Ambulance Service - Extra duty hours shall be compensated at the employee's regular rate of pay. The Ambulance Director shall have the discretion to determine whether a regular full-time employee will be allowed to work additional shifts. The Employer will determine the work period as it pertains to overtime and the Fair Labor Standards Act. Full-time employees will be allowed first option of these shifts.

## ARTICLE 22 FUNERAL LEAVE

Each regular full-time and permanent part-time employee shall be eligible for a paid leave of absence of up to five (5) days to attend a funeral for a death in the employee's immediate family. (Immediate family shall be defined as the employee's parents, spouse, child, brother or sister.) Up to three (3) days of paid leave will be allowed in the event of the death of the employee's grandparents, uncle, aunt, brother-in-law, sister-in-law, father-in-law and mother-in-law. Only days absent which would have been compensable workdays will be paid for at the rate of the normal workday missed from work. No payment will be made during vacations, holidays, layoffs, or other leave of absence. Employee must attend the funeral in order to qualify for

funeral pay. To fulfill the duties of a pallbearer, an employee may be granted a paid leave of absence of one-half (½) day.

At the discretion of the Department Head, an additional three (3) days paid leave may be added to attend these funerals in other than adjacent states.

### ARTICLE 23 SICK LEAVE

Full-time Sheriff's Department employees will earn sick leave at the rate of one (1) day (eight (8) hour workday) per month, and a permanent part-time employee can earn sick leave on the basis of six (6) hours per month, to a total of twelve (12) working days per year with a maximum accumulation of seventy-five (75) working days. Sick leave can be taken in no less than four (4) hour increments. Full-time Ambulance Service Department employees can earn two hundred sixteen (216) hours per contract year based upon twelve (12) eighteen (18) hour shifts with a maximum accumulation of 1350 hours. Time earned can be taken off work in no less than two (2) consecutive hour increments.

Employees shall accrue sick leave from his/her date of hire but shall not be allowed to use this accrued time during his/her probationary period.

For any absences during which sick leave is taken, a doctor's excuse may be required. Sick leave may not be used as vacation.

In case of absence due to illness or emergency, the Department Head should be notified as soon as possible prior to the beginning of the shift.

Sick leave may be taken for any illness, injury or any exposure to a contagious disease in which the health of others might be endangered or any disability that an employee may sustain until such time that the income disability insurance becomes effective. A maximum of five (5) working days of sick leave per incidence may also be taken in the event of serious illness in the employee's immediate family.

An employee absent from work and receiving Workers Compensation benefits shall, upon written request to the Department Head, have the right to draw from his/her accumulated leave time to maintain a minimum income equivalent to his/her present-take-home pay. At no time is the employee to receive more compensation than if he/she would have been working. Unused sick leave will be paid out as severance pay upon termination of employment as follows:  
Less than one (1) year of service - no compensation.

One (1) to ten (10) years of service - fifty percent (50%) of all unused sick leave, up to a maximum of thirty (30) days paid.

Ten (10) years or more of service - seventy-five percent (75%) of all unused sick leave, up to a maximum of sixty (60) days paid.

ARTICLE 24  
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2020 and shall continue to remain in full force and effect until its expiration at Midnight June 30, 2024. Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before December 15, 2023. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received. During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.

Signed this \_\_\_\_\_ day of June, 2020

**EMPLOYER:**

COUNTY SHERIFF'S  
DEPARTMENT MADISON  
COUNTY, IOWA

By: \_\_\_\_\_

AMBULANCE SERVICE DEPARTMENT  
MADISON COUNTY, IOWA

By: \_\_\_\_\_

**UNION:**

CHAUFFEURS, TEAMSTERS &  
HELPERS LOCAL UNION NO. 238, an  
affiliate of the INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN &  
HELPERS OF AMERICA

By: \_\_\_\_\_

By: \_\_\_\_\_  
Business Representative

By: \_\_\_\_\_  
Employee Representative

By: \_\_\_\_\_  
Employee Representative

Acknowledged by:

\_\_\_\_\_  
Michael M. Galloway  
Ahlers & Cooney

## EXHIBIT A

All current employees will be moved to the appropriate wage step as highlighted on the attached exhibit and will then proceed through the wage scale on July 1<sup>st</sup> of each year. Employee hired after July 1<sup>st</sup>, 2016 will proceed through the wage scale on the employee's anniversary date.

### **Deputies**

	<u>7/01/19</u>	<u>7/01/20</u>	<u>7/01/21</u>	<u>7/01/22</u>	<u>7/018/22</u>
1 – Start	\$20.86	\$22.11	\$22.77	\$23.45	\$24.15
2 – Certified	\$21.53	\$22.78	\$23.46	\$24.16	\$24.88
3 – 1 year	\$22.23	\$23.48	\$24.18	\$24.91	\$25.66
4 – 2 year	\$22.96	\$24.21	\$24.94	\$25.69	\$26.46
5 – 3 year	\$23.70	\$24.95	\$25.70	\$26.47	\$27.26
6 – 4 year	\$24.47	\$25.72	\$26.49	\$27.28	\$28.10
7 – 5 year	\$25.27	\$26.52	\$27.32	\$28.14	\$28.98
8 – 6 year	\$26.09	\$27.34	\$28.16	\$29.00	\$29.87
9 – 7 year	\$26.94	\$28.19	\$29.04	\$29.91	\$30.81

### **Jail/Dispatch**

	<u>7/01/19</u>	<u>7/01/20</u>	<u>7/01/21</u>	<u>7/01/22</u>	<u>7/018/22</u>
1 – Start	\$16.00	\$16.50	\$17.00	\$17.51	\$18.04
2 – Certified	\$16.48	\$16.98	\$17.49	\$18.01	\$18.56
3 – 1 year	\$16.97	\$17.47	\$17.99	\$18.53	\$19.09
4 – 2 year	\$17.48	\$17.98	\$18.52	\$19.07	\$19.65
5 – 3 year	\$18.01	\$18.51	\$19.07	\$19.64	\$20.23
6 – 4 year	\$18.55	\$19.05	\$19.62	\$20.21	\$20.82
7 – 5 year	\$19.10	\$19.60	\$20.19	\$20.79	\$21.41
8 – 6 year	\$19.68	\$20.18	\$20.79	\$21.41	\$22.05
9 – 7 year	\$20.27	\$20.77	\$21.39	\$22.03	\$22.69

### **Ambulance**

	<u>7/01/19</u>	<u>7/01/20</u>	<u>7/01/21</u>	<u>7/01/22</u>	<u>7/018/22</u>
1 – Start	\$14.47	\$14.83	\$15.28	\$15.74	\$16.21
2 – 1 year	\$14.84	\$15.21	\$15.67	\$16.14	\$16.62
3 – 2 year	\$15.21	\$15.59	\$16.06	\$16.54	\$17.04
4 – 3 year	\$15.59	\$15.98	\$16.46	\$16.95	\$17.46
5 – 4 year	\$15.98	\$16.38	\$16.87	\$17.38	\$17.90
6 – 5 year	\$16.38	\$16.79	\$17.29	\$17.81	\$18.35
7 – 6 year	\$16.78	\$17.20	\$17.72	\$18.25	\$18.80
8 – 7 year	\$17.20	\$17.63	\$18.16	\$18.71	\$19.27

### **911 Coordinator & TAC / Jail Administrator**

	<u>7/01/19</u>	<u>7/01/20</u>	<u>7/01/21</u>	<u>7/01/22</u>	<u>7/018/22</u>
1 – Start	\$19.60	\$20.10	\$20.70	\$21.32	\$21.96
2	\$20.19	\$20.69	\$21.31	\$21.95	\$22.61
3	\$20.79	\$21.29	\$21.93	\$22.59	\$23.27
4	\$21.42	\$21.92	\$22.58	\$23.26	\$23.96
5	\$22.06	\$22.56	\$23.24	\$23.94	\$24.66

\*The County shall have the ability to start a new employee at any step on the pay matrix based upon experience.

\*\*A modified work schedule for Ambulance Department personnel will be implemented once a new ambulance facility is secured and employees are required to stay at the facility for their entire shift. This will result in a modification to the work schedule and overtime provisions for Ambulance Department personnel as agreed to in this contract.

The assignment of “Sergeant” will be created within the sheriff’s office bargaining unit. The employee acting in this capacity shall be paid at \$1.50 per hour above the employee’s regular step rate.

Senior Medic Pay – Any medic assigned by the Ambulance Director or Board of Supervisors to perform the duties of a Senior Medic shall be compensated \$1.00 an hour for those hours the employee serves in this capacity.

Throughout this agreement, wherever the words “Department Head” appears, it is construed to refer to the Ambulance Director or Sheriff.

The longevity schedules for both the Ambulance Service and Sheriff’s Department will be as follows: After four (4) years of service - \$.16 per hour. Then receive \$.04 per hour for each year of service completed in excess of four (4) years of service up to twenty-five (25) years of service.

## APPENDIX A

This Appendix A is hereby added to, and becomes a part of, the Labor Agreement between Madison County, Iowa and Teamsters Union Local 238 effective July 1, 2016.

The following will be the annual procedure for calculating increases in wage rates for ambulance personnel:

The top annual salary for EMT-P will be multiplied by the appropriate percentage to get the new annual wage rate. The difference between the old and the new annual rate will be calculated and the dollar difference will then be added to each annual rate in the respective scale to determine the new annual rate for each level. That new annual rate will then be divided by the total annual hours, 3, 280 hours, to determine the hourly rate for each level in each class.

Example:  
EMT-P

### 2007

After 24 months  $39304.88 \times 3\% = 1144.09$

Add \$1144.09 to each step salary

The annual salary divided by 3280 hours = the hourly rate of pay.

The hourly rate is calculated for use only in the event of required overtime payments.


Signed this day of June, 2020

**EMPLOYER**  
COUNTY SHERIFF'S  
DEPARTMENT MADISON  
COUNTY, IOWA

By:  \_\_\_\_\_

AMBULANCE SERVICE DEPARTMENT  
MADISON COUNTY, IOWA

By: Todd A Davis

Madison County  
Board of Supervisors  
By:   
Phillip J. Clifton, Chair

Acknowledged by:


\_\_\_\_\_  
Michael M. Galloway  
Ahlens & Cooney

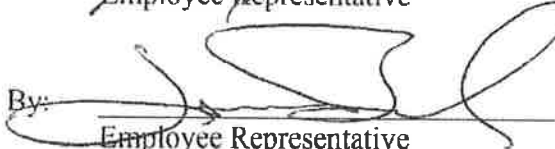
**UNION**  
CHAUFFEURS, TEAMSTERS &  
HELPERS LOCAL UNION NO. 238, an  
affiliate of the INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN &  
HELPERS OF AMERICA

By: \_\_\_\_\_

By: Richard H. [Signature] 6/25/2020

Business Representative

By:   
Employee Representative

By:   
Employee Representative

SPV-RESOLUTION-06-23-20C

WHEREAS, and MADISON COUNTY, IOWA, and TEAMSTERS LOCAL 238 are parties to a collective bargaining agreement; and

WHEREAS, the parties have agreed to a four (4) year contract and all duration provisions of the contract to reflect a term commencing 1 July 2020 and continuing through 30 June 2024;

THEREFORE, HEREBY BE IT RESOLVED, based upon the foregoing the Madison County Board of Supervisors approve the contract agreements and authorize the chair to execute the contract in final form between MADISON COUNTY and TEAMSTERS LOCAL 238.

MADISON COUNTY SUPERVISORS

AYE

NAY

  
\_\_\_\_\_  
Phillip Clifton, Chairman

\_\_\_\_\_  
Phillip Clifton, Chairman

  
\_\_\_\_\_  
Diane Fitch, Supervisor

\_\_\_\_\_  
Diane Fitch, Supervisor

  
\_\_\_\_\_  
Aaron Price, Supervisor

\_\_\_\_\_  
Aaron Price, Supervisor

ATTEST:   
\_\_\_\_\_  
Shelley D. Kaster, Madison County Auditor

DATE: 6/23/2020