

**BOONE COUNTY, IOWA**  
**AND**  
**THE BOONE COUNTY EMPLOYEE ASSOCIATION**

**Boone County Sheriff's Office**  
**Patrol Deputies, Detectives, and Dispatchers**

**July 1, 2020 – June 30, 2023**

## **ARTICLE 1**

### **SENIORITY**

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

All new employees shall serve a probationary period not to exceed twelve (12) months. They may be terminated for any reason during the probationary period without recourse to the grievance procedure. Upon satisfactory completion of the probationary period, the employee will be placed on a seniority list and his/her seniority will be determined from their date of hire.

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

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in unauthorized work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Falsification on employment application.
- (e) An employee absent from work one (1) day without notice to Employer except for unforeseen circumstances.
- (f) Failure to report for work at the end of leave of absence.
- (g) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to Employer records.
- (h) An employee is laid off for twelve (12) months or the length of the employee's seniority, whichever is shorter.
- (i) Employee retires.

It is the employee's responsibility to keep the Employer informed of their current address and phone number.

## **ARTICLE 2**

### **PROMOTIONAL PROCEDURES**

When filling a permanent promotional vacancy, the Employer shall consider the employee's qualifications, ability, and work record. However, when these factors are reasonably equal between two (2) or more employees, then seniority shall prevail. Employees will be on a promotional probation for ninety (90) days for all positions.

A permanent employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position and rate of pay.

#### **Part time employees**

**Part-Time Employees:** Part-time employees will be paid at a rate equivalent to the full-time employees depending upon their certification for the position and their years of service to the County. Part time employees who meet qualifications determined by the Sheriff will advance on the step scale, others will not. An employee who is initially hired part-time and who subsequently becomes a full-time employee will receive longevity

credit for his/her years of service as a part-time employee. Wage progression for the employee will continue without interruption.

### **ARTICLE 3**

#### **LAYOFF AND RECALL**

In the event the work force is to be reduced, the Employer agrees to provide affected employees a fourteen (14) day notice. The employee with the least seniority in the job classification affected shall be the first laid off. On 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. Probationary employees have no recall rights.

Employees to be recalled after being laid off shall be notified fourteen (14) days in advance by notice in writing sent by certified mail, return receipt requested, to the last address shown in the employee's record.

### **ARTICLE 4**

#### **HOURS OF WORK AND OVERTIME**

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The normal work schedule for Patrol Deputies will be five (5) ten (10) hour days with four (4) days off during "rotation." The normal workweek for Dispatch will be 40 hours a week.

Overtime shall be paid for at the rate of time and one-half (1 ½) the employee's straight time hourly rate for hours worked in excess of their scheduled shift or any unscheduled hours, e.g. court or replacement for employees on leave. Overtime shall not be paid more than once for the same hours worked. Overtime may be converted to compensatory time at a rate of time and one-half (1 ½) the overtime hours worked. Employees have the option to take the overtime as pay or as comp time. Comp time may be accumulated but must be down to one hundred fifty (150) hours by July 1<sup>st</sup> of each year. Any amount of comp time over one hundred fifty (150) hours on July 1<sup>st</sup> will be paid out to the employee on the following paycheck. Overtime will be paid to part time employees for hours worked over their scheduled shift (unless they are scheduled for only a portion of the shift) and for any hours worked over eighty (80) in a pay period or 40 hours a week for Dispatchers.

The Sheriff will attempt to distribute voluntary and scheduled overtime equally among the employees in the job classification affected. If inequities occur, catch-up measures will be taken. Overtime will be reviewed quarterly. For the purpose of equalization of overtime hours, when an employee is offered overtime and declines, those hours will be recorded as "declined."

Shifts will be bid based on seniority. Shifts will normally be bid once per year, however, circumstances may require more or less frequent bidding (e.g. new hire, promotions, etc.). Bidding will normally take place in December so they can take effect January 1<sup>st</sup>.

## Detective Deputy

The Detective Deputy position is outlined in the Boone County Sheriff's Office Standard Operating Procedures manual. While assigned to this position, the deputy will receive \$1.00 per hour increase in pay rate. This will be in addition to the deputy's pay rate at the time of appointment. The Detective Deputy position is non-exempt and is governed by The Boone County Employee Association and the Boone County Employee Handbook.

## K9 Deputy

The K9 Deputy position is outlined in section 36 of the Boone County Sheriff's Office Deputies SOP. The care of the K9 will be done during the normal scheduled hours of the Handler. The Handler is entitled to ½ hour of overtime pay for all days not scheduled to work example: regular day off, vacation, paid time off.

## Lead Dispatcher

The Communications Lead Dispatcher position is outlined in the Boone County Sheriff's Office Communications Handbook & Policy and Operations Manual. While assigned to this position, the dispatcher will receive \$.50 per hour increase in pay rate. This will be in addition to the dispatchers pay rate at the time of appointment. The Lead Dispatcher position is non-exempt and is governed by The Boone County Employee Association and the Boone County Employee Handbook.

## **ARTICLE 5**

### **HOLIDAYS**

All regular full-time employees shall be eligible for the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, half day Christmas Eve, Christmas Day, and three (3) personal days equivalent to the employee's scheduled work shift.

Each eligible employee shall receive holiday pay or compensatory time at the employee's election equal to his/her regular hourly rate times his/her regularly scheduled hours for each recognized holiday. If a recognized holiday falls on an employee's scheduled day off, the employee shall receive holiday pay or compensatory time equal to his/her regular hourly rate times his/her regularly scheduled hours. An employee on an approved day of vacation either the day before or the day after the holiday is still eligible for holiday pay. An employee on Approved sick leave either the day before or the day after or the day of the holiday is eligible for holiday pay. An employee on approved paid FMLA leave the day before or after the holiday is eligible for Holiday pay.

A regular full-time employee required to perform work on a recognized holiday, and who qualifies for holiday pay, shall be paid one and one-half (1 ½) times for all hours worked plus the holiday at his/her normal straight time rate. Deputies and Dispatchers shall have the choice between cash or a compensatory time, as compensation for the entire shift that commences on the recognized Holiday. Holiday Compensatory time will be added to the employee's comp time balance and will be subject to the regulations in Article 4 of this contract.

## **Holiday overtime**

All hours worked on a Holiday will be paid at one and one-half (1 ½) time the hourly rate.

For a civil deputy, when a recognized holiday falls on a Saturday, the preceding Friday will be celebrated as the Holiday. When a recognized holiday falls on a Sunday, the following Monday will be celebrated as the holiday. If a part time employee works a shift on a recognized holiday, they shall be paid at one and one-half (1 ½) times the hourly rate.

No holiday pay allowance shall be paid to an employee for a Holiday, which occurs during a layoff, disciplinary suspension, or leave of absence. If a recognized holiday falls within an eligible employee's vacation period, the employee will receive the holiday pay in addition to his/her vacation, or they can use one less day of vacation, or the vacation will be extended one (1) day, at the employee's option, but notice of such election shall be given to the Sheriff prior to the commencement of the vacation to allow proper adjustment for scheduling. In the event the employee fails to give notice to the Sheriff, the Employer shall determine whether to extend the vacation or to grant the holiday pay.

In the event that the courthouse is closed due to inclement weather, full time employees that are scheduled to work that day shall receive compensatory time equal to the number of hours of the courthouse closure.

## **ARTICLE 6**

### **VACATIONS**

Boone County offers a paid vacation program to all full-time eligible employees. Vacation time begins to accrue from the employee's date of hire. All full-time employees shall accrue annual vacation on the benefit/hire date as follows: Employees are eligible to use accrued vacation time after 6 months of continuous employment. If an employee terminates prior to six months of employment, there is no payout.

Employees will be granted vacation as follows:

#### **Years of Service**

0 to 1 year (accrue 1.54 hours per pay period)

1 year (accrue 3.08 hours per pay period)

4 years (accrue 4.62 hours per pay period)

15 years (accrue 6.15 hours per pay period)

#### **Scheduling Vacation**

All vacation requests must be submitted in writing to the appropriate department head for approval. Normally, vacation requests should be received at least **15** calendar days in advance. Vacation is normally taken in weekly increments, but the Department Head may approve vacation taken in daily, one-half day or hourly increments. The Department Head may require scheduling of vacation when it is necessary for the efficient operation of the department.

## **Carryover**

Boone County encourages employees to take their vacation time within the year it is earned. However, employees are allowed to carry over 4 weeks of vacation time each year starting January 1<sup>st</sup>. Any vacation carry over balances over the 4 weeks (160 hours) on January 1<sup>st</sup> of each year will be forfeited and deducted from employee balances.

## **Vacation Pay upon Termination or Retirement**

Employees with less than 6 months of continuous employment will not be paid out any accrued vacation time. Vacation pay upon termination or retirement is addressed in section 2.10 of the handbook.

## **ARTICLE 7**

### **SICK LEAVE**

Regular full-time employees will accumulate thirty (30) days sick leave per year; regular full-time employees who have worked less than three (3) years will accumulate two and one-half (2 ½) days (20 hours) sick leave per month, in both cases, accumulative to one hundred twenty (120) days (960 hours). The Employer reserves the right to require medical evidence of illness or disability after an employee is absent more than two (2) days. Notwithstanding this, the County may require, at any time, medical evidence or such other evidence as it may deem satisfactory, of illness or disability, or medical or dental appointment if it, in its sole discretion, should have reason to believe that the sick leave is not being used for sickness or is otherwise being abused. Sick leave should be used for an employee or an employees covered family member defined by the family and medical leave act for illness, injury, or temporary disability, including pregnancy, including all types of medical appointments. Sick leave may be used at a minimum of one (1) hour.

Workers Compensation Insurance will make payments, under the terms of the policy, for scheduled time lost due to work related injuries or illnesses.

Employees shall not be required to utilize sick leave or vacation time prior to applying for Workers Compensation benefits. Upon request, employees may supplement Workers Compensation benefits with accrued sick leave or vacation time; however, the total compensation shall not exceed the employee's present salary. For any day on which sick leave or vacation time is used, the hours of pay received to supplement Worker's Compensation, at a minimum of two (2) hours, shall be deducted from the appropriate account.

Employees who do not use accumulated sick leave are eligible to receive quarterly cash payouts of \$125, paid in April, July, October, and January.

New employees are eligible for the quarterly payout upon the first full calendar quarter after completion of the probationary period. For example, if the date of employment is November 1 and the probationary period ends May 1, the employee would be eligible to participate in the quarterly payment program beginning July 1. If the employee uses no sick leave from July 1 through September 1, he/she would be eligible for the quarterly payout for that quarter.

## **ARTICLE 8**

### **FUNERAL LEAVE**

An employee shall be granted a paid leave of absence in the event of a death in his/her immediate family as outlined below. The leave will not be granted unless the employee immediately notifies his/her Department Head and requests the leave. The leave does not apply against sick leave, personal leave or vacation allowances.

1. Death of wife, husband, mother, father, brother, sister, son or daughter, stepchildren and Legal Guardian stepparents: not more than five (5) working days.
2. Death of mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, or grandchildren: not more than three (3) working days.

An employee, provided he/she makes such a request in advance to his/her Department Head, shall be granted a leave of absence, with pay, to act as a pallbearer. Such leave shall not exceed one-half (1/2) day per occurrence.

The above mentioned leaves may be extended under extenuating circumstances, if applied for, recommended by the Department Head, and approved by the Board of Supervisors.

## **ARTICLE 9**

### **MILITARY LEAVE**

Military leave shall be granted by the Sheriff or Board of Supervisors, as the case may be, in accordance with the provisions of Section 29A.28 of the Code of Iowa.

## **ARTICLE 10**

### **JURY DUTY-CIVIC DUTY**

An employee required to perform jury duty in any court, for either petit or grand jury service, shall receive his/her regular straight time hourly rate of pay for those hours he/she is required to be absent from work for such jury duty, less the per diem fees allowed such juror, but not the mileage allowance. An employee must return to work immediately after being released by the court during his/her scheduled working hours, provided that at least two (2) hours of scheduled work is left at the time the employee is released by the court. Failure to return to work as provided above shall result in a forfeiture of the payment provided in the first sentence of this Article.

## **ARTICLE 11**

### **UNPAID LEAVE**

A leave of absence without pay and not to exceed six (6) months may be granted upon request to the Board of Supervisors and the Sheriff.

The County may, at its sole discretion, grant leave for disability or other legitimate reasons, after an employee has used up all of his/her otherwise available leave. Such unpaid leave shall be subject to the provisions of this Article. The County reserves the right to require proof satisfactory to it of the existence of and the duration of

such unpaid leave. For unpaid leave which is schedulable, the employee must provide the County of notice thereof at least sixty (60) days prior to commencement of such leave, to be considered for such leave unless circumstances make such advance notice impossible.

## **ARTICLE 12**

### **CALL TIME**

An employee called to work outside of his/her regularly scheduled hours shall be paid a minimum of two (2) hours at the applicable rate, unless such call in is contiguous to the employee's regular shift, in which event the employee shall be paid only for the time worked in excess of the regularly scheduled daily hours.

An employee who is waiting for or involved in a phone hearing shall be paid at the appropriate hourly rate of pay.

## **ARTICLE 13**

### **CLOTHING ALLOWANCE**

The employer will provide each eligible regular full-time Deputy or Civil Deputy seven hundred dollars (\$700) per fiscal year for replacement of uniforms and equipment. The parties agree that this uniform allowance shall be strictly used for uniforms, leather, weapons, footwear or other items that are part of the uniform and are approved by the Sheriff. Receipts must be approved by the Sheriff prior to submitting them to the Auditor.

The Employer will pay for any articles damaged during the performance of an employee's duties. Protective equipment required by the employer will be provided at the employer's cost.

## **ARTICLE 14**

### **INSURANCE**

The County will provide health coverage as provided to other County employees. Effective July 1, 2020, Employees shall contribute eighteen percent (18%) of the premium cost. The contribution rates cannot be raised more than two and one-half percent (2.5%) in the subsequent fiscal years of this contract.

The County will continue to provide life insurance coverage provided to other County employees.

## **ARTICLE 15**

### **LONGEVITY**

Each full-time employee shall be eligible for longevity pay based upon consecutive years of service in the bargaining unit as follows:

- (a) After five (5) years of continuous full-time service, five cents (\$.05) per hour.
- (b) After ten (10) years of continuous full-time service, ten cents (\$.10) per hour.
- (c) After fifteen (15) years of continuous full-time service, fifteen cents (\$.15) per hour.
- (d) After twenty (20) years of continuous full-time service, twenty cents (\$.20) per hour.



**ARTICLE 17**

**WAGES**

**Employees may be hired above scale at the discretion and approval of the Sheriff, provided the Employer does not hire above the two (2) year scale.**

Dispatcher	FY 20	Market + 2.25%	Market + 2.25%	Market + 2.25%
		7/1/20 FY 21	7/1/21 FY22	7/1/22 FY23
2 years 100 %	20.8	22.29	23.56	24.60
1 1/2 years 95%		21.18	22.38	23.37
1 year 90%		20.06	21.20	22.14
Hire 85%		18.95	20.03	20.91

Lead Dispatcher	FY 20	FY 21	FY22	FY23
		22.79	24.06	25.10

(lead is paid \$.50 more an hour than 100% of dispatcher wages)

Tac/Training Officer	FY 20	Market + 2.25%	Market + 2.25%	Market+ 2.25 %
		7/1/20 FY 21	7/1/21 FY22	7/1/22 FY23
2 years 100 %	21.67	23.18	24.47	25.53
1 1/2 years 95%		22.02	23.25	24.25
1 year 90%		20.86	22.02	22.98
Hire 85%		19.70	20.80	21.70

Deputy	FY 20	Market + 2.25%	Market + 2.25%	Market+ 2.25 %
		7/1/20 FY 21	7/1/21 FY22	7/1/22 FY23
2 years 100 %	28.92	30.34	31.79	33.27
1 1/2 years 95%		28.82	30.20	31.61
1 year 90%		27.30	28.61	29.94
Hire 85%		25.79	27.02	28.28

Detective		FY 21	FY22	FY23
		31.34	32.79	34.27

(Detective is paid \$1 more an hour then 100% of Deputy wages)

**ARTICAL 18**

**Duration**

THIS AGREEMENT shall be effective on July 1, 2020 and shall continue in full force and effect until June 30, 2023. Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party by November 1, 2022. This Agreement will remain in effect from year to year after the expiration date if such written notice is not received. Any written notice(s) to the Employer are to be served on the Boone County Board of Supervisors.

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

Boone County  
Board of Supervisors:

The Boone County Employee  
Association:

By: \_\_\_\_\_  
Steve Duffy Chairperson

By: \_\_\_\_\_  
Daniel Ruter President