



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SCOTT COUNTY, IOWA

AND

COMMUNICATIONS WORKERS OF AMERICA,

AFL-CIO LOCAL 7110

Effective December 21, 2008 - June 30, 2010

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AGREEMENT

This Agreement is made and entered into by the Scott County Board of Supervisors (Employer) and Local 7110, affiliated with the Communications Worker's of America (Union), for the purpose of promoting harmonious relations between the Employer, its bargaining unit employees, and the Union, establishing an equitable and peaceful procedure for the resolution of differences between the parties, and establishing wages, hours, and other terms and conditions of employment. The Employer recognizes the Union to be the sole and exclusive bargaining representative for the bargaining unit designated and certified by the Public Employment Relations Board in Case No. 7979 as ordered by that Board under date of March 31, 2008.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit:

Included: All Lead Public Safety Dispatchers; Public Safety Dispatchers; and Warrant Clerks employed by Scott County.

Excluded: Public Safety Dispatch Supervisor and all others excluded by the Iowa Code Section 20.4.

ARTICLE 2 - DEFINITIONS

The following definitions of terms shall apply throughout this Agreement unless specifically provided otherwise:

ACT - The Iowa Public Employment Relations Act

BARGAINING UNIT - Any one or all of the employees covered within the unit description as set forth in PERB Case No. 7979 and any amendments thereto.

BOARD - The members of the Scott County Board of Supervisors

COMPENSATORY TIME - Time off from regularly scheduled work time in lieu of overtime pay.

COUNTY - Scott County, Iowa

EMPLOYEE - Individuals employed by the County in the Bargaining Unit identified in PERB Case No. 7979 and any amendments thereto.

EMPLOYER - Scott County, Iowa, acting through its Board of Supervisors, or such elected officials, department heads or other persons designated by the Board of Supervisors to act on its behalf.

JOB DESCRIPTION - A written summary of those major duties and responsibilities included in a job classification, prepared in sufficient detail to serve as the basic document in the job evaluation process.

PAID LEAVES OF ABSENCE - Absence by reason of injury compensable under Iowa's Worker's Compensation Law, paid sick leave, paid vacation leave, paid bereavement leave, paid jury leave, paid military leave, and paid holidays.

PERB - The Iowa Public Employment Relations Board.

PROMOTION - The act of an employee moving to a position having increased duties and/or responsibilities, and a higher Hay point value.

UNION - Local No. 7110 of the Communications Workers of America, AFL-CIO-CLC.

VACANCY - A vacancy exists when a new job has been created, or when a prior incumbent has permanently vacated that position.

DAYS - Days shall refer to calendar days including weekends and holidays, unless otherwise specified.

ARTICLE 3 - JOB CLASSIFICATION AND WAGES

Section 3.1. By this reference, the job classifications, wage rates and progressions set forth in Appendix "A" are incorporated herein and made a part of this Agreement.

Section 3.2. These job classifications, as well as the related wage schedules, shall remain in effect during the term of this Agreement. New classifications may be added as the needs of the Employer may dictate. The re-evaluation of a job classification, including a change in Hay point value, without a change in major duties or responsibilities, shall not be considered to be a new classification, or result in its removal from the bargaining unit.

Section 3.3. In the interest of effective communication, the Employer agrees to confer with the Union prior to the establishment of new classifications in the bargaining unit. The Employer also agrees to notify the Union of any changes in Hay Point values of any job classifications included in Appendix A.

Section 3.4. Employees will be furnished with a copy of the job description covering the job classification to which he/she is assigned.

Section 3.5. Scott County utilizes the Hay system for evaluating and classifying positions, the Hay point value assigned to a position determines the midpoint of the pay range for that position. All employees will begin at the entry level wage.

Once the midpoint in the pay range has been established, the minimum in the pay range is calculated at 85% of midpoint. The maximum in the pay range is calculated at 115% of midpoint.

Individual salary adjustments are tied directly to the results of the performance appraisal.

Normally, an employee's average appraisal score is converted to a percent increase (or decrease) in salary as provided herein. However, any employee who receives a rating of 2.0 (improvement desired) or below on three or more key performance appraisal categories shall not be eligible for a salary increase regardless of his/her overall average appraisal score. Otherwise, the provisions that follow will apply.

At the initial six month and twelve month reviews following hire or promotion, the employee's salary will be adjusted five (5) percent if the employee's salary level does not exceed 95% of midpoint and the employee's average appraisal score is 3 or better.

Following the employee's twelve month appraisal, or at any time when the employee's salary level exceeds 95% of midpoint, subsequent salary adjustments shall be based on the employee's average appraisal score in accordance with the conversion tables attached hereto as Appendix A. Under no circumstances will the adjusted salary exceed the maximum in relevant salary range.

Finally, any recommendation for an increase in salary based on performance when an employee is at 105% of salary range midpoint or above shall be documented in writing and shall include specific factual justification for the increase. Such recommendations must be approved by the department head and the Human Resources Director prior to implementation. If, in the opinion of the Human Resources Director, a performance review is insufficiently documented, it may be returned to the department for more complete, concise information. Implementation of proposed salary adjustments shall be suspended until complete justification is provided as prescribed herein.

Section 3.6. In the event of a downgrade to an existing job classification (i.e., decrease in Hay Point value), the incumbent's pay rate will not change. Provided, however, that if the incumbent's pay rate is beyond the maximum pay rate in the new (lower) pay range, the incumbent's pay rate shall be frozen and the employee shall not be eligible for any further increases in pay until such time as the new pay range catches up to the Employee's actual rate of pay.

Section 3.7. Those employees with four or more years county service shall be eligible to participate in the Employers deferred compensation matching program.

ARTICLE 4 - EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, resolution of the Board, charter, or special act, the exclusive power, duty and right, including, but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employee in positions within the County; discipline, suspend, or discharge employees with just cause; develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; schedule working hours, including overtime work; determine employee

qualifications; schedule vacations; relieve employees from duties because of lack of work, or for other legitimate reasons; determine that work or services shall be purchased or performed by unit's employees; change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Employer; prepare, certify and administer its budget; exercise all other powers and duties the Employer had prior to the signing of this Agreement.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

Section 5.1. The parties hereby affirm their good faith, one to the other, and agree that the Employer will not engage in a lockout as prohibited by Section 10 of the Act, and the Union, its officers, agents, or employees will not instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the County, regardless of the reason for doing so.

Section 5.2. At no time shall employees be required to act as strikebreakers, nor shall an employee be required to go through picket lines where his/her personal safety is endangered.

ARTICLE 6 - DUES CHECKOFF

Section 6.1. The Employer will deduct current Union Membership dues from the pay of each employee in the bargaining unit who individually makes written request for such deduction. The Union Treasurer shall notify the Employer in writing of the exact amount of the monthly dues to be deducted at least two (2) weeks prior to the date upon which the affected payroll is to be issued. This two (2) week notification period shall apply to the initial deduction as well as any subsequent changes in the amount to be deducted.

Section 6.2. To the extent there are earnings, the dues for each month shall be deducted by the 10th of the month next following a single payroll deduction, and promptly remitted to the Union Treasurer at such address as may be designated by the Union, together with a list of the employees against whom the deductions were made.

Section 6.3. Previously signed and unrevoked authorizations shall continue to be effective as to employee's reinstated following layoff or leave of absence.

Section 6.4. Such order shall be terminable, with written notice to the Employer and the Union during a two (2) week period following the anniversary date of the Employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate due deduction.

Section 6.5. The Union agrees to hold the Employer harmless from any and all claims, demands, suits and other forms of liability by reason of actions taken by the Employer for the purpose of complying with this Article.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 7.1. A grievance shall mean that there has been an alleged violation or application of the expressed provisions of this Agreement.

Section 7.2. The parties agree to make all reasonable attempts to resolve matters in dispute informally prior to proceeding through the formal grievance process. The steps toward settlement of a formal grievance shall be as follows:

Step 1. The employee and/or Union shall present a grievance in writing to the Public Safety Dispatch Supervisor within ten (10) days following its occurrence. The grievance must specify the specific provisions of the contract alleged to have been violated. The supervisor or designated representative will answer the grievance in writing within ten (10) days after meeting with the grievant and/or Union. If the answer fails to resolve the matter, then the grievant and/or Union may within ten (10) days of the receipt of the Employer's answer notify the Employer in writing of the desire to move the grievance to Step 2.

Step 2. A grievance appealed at Step 1 shall be presented to the Sheriff or designated representative. The Sheriff or designated representative will answer the grievance in writing within ten (10) days after meeting with the grievant and/or Union. If the answer fails to resolve the matter, then the grievant and/or Union may within ten (10) days of the receipt of the Employer's answer notify the Employer in writing of the desire to move the grievance to Step 3.

Step 3. A grievance appealed at Step 2 shall be presented to the County's Human Resources Director or designated representative. The Human Resources Director or designated representative will answer the grievance in writing within ten (10) days after meeting with the grievant and/or Union. However the parties may mutually agree to request the services of a grievance mediator to assist in the resolution of the grievance prior to the Employer's answer at Step 3 or the scheduling of an arbitrator following the Step 3 answer. If the grievance mediation is not successful the Employer's answer will be provided within seven (7) days of the mediation.

Step 4. Any grievance not settled at Step 3 may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within ten (10) days of the final answer or failed mediation, whichever is later. The moving party shall submit a request for a list of five (5) arbitrators from the Iowa Public Employment Relations Board. The parties may mutually agree that the list of proposed arbitrators is unacceptable and jointly petition for a new list of five (5) arbitrators. The parties will alternately strike a name from the list, the first strike shall be determined by a flip of a coin.

Section 7.3. The fees and expenses of the arbitrator will be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in

which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

Section 7.4. 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 shall be binding on the parties.

Section 7.5. All grievance and arbitrations meetings under this Article are to be held in private and not open to the public, unless otherwise required by state law.

Section 7.6. The time limits at any step in the grievance and arbitration procedure may be extended on a specific case by case basis, upon mutual agreement of the parties. If a grievance is not presented within any of the time limits specified in this Article, it shall be waived and the Employer's last answer shall be final and binding. If a grievance at any step is not timely answered by the Employer, the Union may move the grievance to the next step.

Section 7.7. An employee may consult with a Union steward during working hours regarding a grievance by contacting the employee's supervisor. The employee's supervisor will arrange a meeting to take place during the first or last half hour of the work day. Any time spent by an employee and the steward beyond the normal workday will be without pay.

Section 7.8. Suspension and discharge grievances shall commence at Step 3 of the grievance procedure, and must be filed in writing no later than ten (10) days following receipt of written notice of such disciplinary action.

ARTICLE 8 - DISCIPLINARY ACTION

Section 8.1. Disciplinary action shall be taken against an employee only for just cause, and shall be subject to the grievance procedure. Although a system of progressive corrective action will be followed when appropriate (i.e. oral warning or counseling, written reprimand, suspension without pay, and discharge), the Employer is not precluded from initiating any of the above disciplinary measures on the more serious first offenses.

Section 8.2. Disciplinary action against an employee will be issued by his/her immediate supervisor, or by a higher level supervisor in the department to which the employee is assigned. Disciplinary action shall be effected in a manner which will minimize embarrassment to the employee.

Section 8.3. The employee's Steward will be promptly furnished with a copy of the notice to any bargaining unit employee which relates to a written reprimand, suspension, or discharge.

ARTICLE 9 - NON-DISCRIMINATION

Section 9.1. The Employer and the Union will not discriminate against any employee in the bargaining unit with respect to wages, hours, or any terms or conditions of employment by reason of that employee's participation in or refusal to participate in the Union.

Section 9.2. This Agreement and the rates of pay, hours, and terms and conditions of employment hereunder shall be applied in a manner which is not arbitrary, capricious or unjustly discriminatory. Specifically, application shall be made without regard to age, sex, marital status, race, religion, disability, national origin, sexual orientation or political affiliation, except in such conditions as may constitute bona fide occupational or assignment qualifications.

Section 9.3. If an employee chooses to pursue a claim of an alleged violation of this clause through the grievance procedure, in the courts, or with any governmental agency such as the Equal Employment Opportunity Commission, the Public Employment Relations Board, the Davenport Civil Rights Commission, or any similar agency, he/she will utilize only one procedure at a time.

ARTICLE 10 - LABOR-MANAGEMENT COMMITTEE AND STEWARDS

Section 10.1. Employees selected by the Union to act as Union representatives shall be known as "Stewards". One Steward shall be designated by the Union as the Chief Steward. The names of the employees so selected (including the alternates designated to act in their absence) and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the local Union. The local Union will also certify, in writing, the names of the members, not to exceed three (3) in number, who will constitute the Union Committee for the purposes of Labor-Management meetings. This certification shall be updated at least semi-annually.

Section 10.2. Regular meetings of the Labor Management Committee shall be held at least once each three (3) months at a mutually convenient time. Requests by either party to hold emergency meetings shall not be unreasonably denied. If held during working hours, employees will be paid for time falling within their normal work time. Each party shall submit a written agenda to the other not less than two (2) work days prior to each meeting, setting forth the items it wishes to discuss at the meeting. All Labor-Management Committee meetings will be for the purpose of discussing and resolving matters pertaining to the administration of this Agreement, including safety and recommendations relating to job classifications, and the improvement of the relationship between the Employer, the Union, and the employees of the bargaining unit.

Section 10.3. The Union shall attempt to locate Stewards within each shift so as to ensure the most efficient performance of their responsibilities and the minimum interference with their regular job duties.

Section 10.4. Conversations regarding the union or other issues shall be allowed, as operations allow, to the extent other conversations regarding non-work related issues are allowed. Bargaining unit employees, officers and representatives shall not conduct any other Union activity or business on County time, nor shall they be paid for the time spent in

the conduct of any other Union activity or business, except as specifically authorized by this Agreement.

Section 10.5. Grievance discussions or investigations may be held during working hours when they will not interfere with the effective conduct of the public business. Employees shall be released from duty without loss of pay for such purposes, only when notifying and receiving permission from the department head, which permission shall not unreasonably be withheld. Notification to the department head shall be in sufficient time to permit adjustment of work schedules.

Section 10.6. The Local Union Representatives, who have been identified by the Union to the Employer, will be permitted to visit non-restricted areas of the job site to verify compliance with this Agreement. The above officials are not to interfere with the Employer's operations. They will first obtain permission from the Employer to visit the job site. Such permission shall not be unreasonably denied.

ARTICLE 11 - SENIORITY AND PROBATION

Section 11.1. Seniority is defined as a regular employee's length of continuous employment with the County from that employee's last date of hire or rehire, but the same shall not be recognized during an employee's service in a probationary status. Regular part-time employee's seniority will be pro-rated on the basis of average hours worked per week.

Section 11.2. New employees shall serve a probationary period during the first twelve (12) months of their employment. A performance appraisal will be administered approximately midway through this period. Upon completion of the probationary period, they shall be put on the seniority list and seniority shall be determined from their first day of hire or rehire. Employees may be terminated during the probationary period without recourse to the grievance procedure.

Section 11.3. An employee shall lose seniority and the employment relationship shall be terminated in the following cases: a) employee quits; b) employee is discharged for cause; c) employee engages in other work while on leave of absence without permission of the Employer, or gives false reason for obtaining leave of absence; d) employee fails to report to work at the end of leave of absence; e) employee retires.

Section 11.4. Employees shall not continue to accrue seniority during an unpaid leave of absence exceeding thirty (30) days, except as may be required by law.

Section 11.5. The Employer will provide the Union with a seniority list showing seniority of all employees in the bargaining unit. A similar list will be posted on all bulletin boards where bargaining unit personnel are employed. Such list shall be reviewed and updated at least semi-annually. Objections to the list may be filed as a grievance, and corrections will be made as appropriate.

ARTICLE 12 - HOURS OF WORK

Section 12.1. This Article is intended to define the normal hours of work per day or per week and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

Fluctuating or flexible work schedules may be allowed where they address specific operating needs of the Employer or there is mutual agreement between the employee and his/her department head.

Section 12.2. The regular work week shall consist of forty (40) hours per week and such additional time as may from time to time be required in the judgment of the Employer to serve the citizens of the County.

Section 12.3. Eight (8) consecutive hours of work shall constitute a normal work shift except where different hours have been established pursuant to Section 1 of this Article. All employees shall be scheduled to work on a normal or regular work shift, and each shall have a starting and quitting time.

Section 12.4. With mutual written agreement of the Employer and Union a schedule consisting of four (4) ten (10) hour days shall be available.

Section 12.5. Work schedules showing the employees' assigned shifts, work days and hours shall be posted on appropriate bulletin boards at all times.

Section 12.6. Except in emergency situations, five (5) working days notice shall be given to affected employees of a change in the schedule of hours to be worked, with neither the day of the notice nor the day of the change to be counted as a working day.

Section 12.7. The Employer shall have the right in times of emergency to adjust the daily starting and quitting times, with notice given before the beginning of the shift affected. Work schedules will not be changed for the primary purpose of avoiding the payment of overtime.

Section 12.8. An employee shall not be paid more than once for the same hours under any provision of this Agreement.

Section 12.9. Trade time: Employees may trade their shifts with the mutual agreement and the approval of the supervisor, provided a written request is submitted prior to the time of trade indicating the original date and pay back date. Both employees must complete the trading of shifts with the same work week. Each employee accepting the trade is responsible for the completion of the trade. Hours worked pursuant to the trade shall be compensated at the employee's straight hourly rate. If an employee fails to complete the trade for any reason, such employee shall be prohibited from trading for six (6) months.

ARTICLE 13 - SUPPLEMENTAL PAY

Section 13.1. Employees who are normally scheduled to work the afternoon or evening shift shall be paid a shift differential of equal to 2.5% of the starting salary of a Public

Safety Dispatcher per hour actually worked. The afternoon or evening shift is typically defined as a shift of eight (8) or more hours shift that starts after 3:00p.m. and ends before 8:00a.m. Nothing in this section is intended to limit the Employer's right to establish and change hours of work as provided in Articles 4 and 12 of this Agreement. An employee shall receive shift differential only for actual hours worked and shall not be entitled to shift differential during authorized paid absences. Shift differential shall not be included in the determination of an employee's straight time hourly rate of pay for the purpose of calculating supplemental pay, allowances, or benefit payments.

Section 13.2. Employees who are performing the duties of a Field Training Officer (FTO) shall receive a pay differential of \$1.00 per hour for hours such duties are actually performed.

ARTICLE 14 - OVERTIME COMPENSATION, CALL-IN PAY AND REPORTING PAY

Section 14.1. Overtime is premium pay for time worked by an employee in excess of eight (8) hours in any work day, or forty (40) hours in any work week.

Section 14.2. Employees covered by this Agreement shall be compensated for authorized overtime work at one and one-half (1 1/2) times the employee's straight time hourly rate for all approved hours worked in excess of eight (8) hours in any workday or shift, and in excess of forty (40) hours in any one work week. Vacation, holidays and paid leaves of absence shall not count as time worked. Overtime shall not be paid more than once for the same hours worked.

Section 14.3. Any work performed outside the designated eight (8) hour work day or shift must have prior approval of the immediate supervisor. Each employee performing work at time other than during the regular work day or shift must notify the immediate supervisor at the time that employee completes the work.

Section 14.4 The current practice of overtime distribution will continue during the term of this agreement.

Section 14.5. Nothing herein shall be construed as a limitation on the Employer's right to require overtime work.

Section 14.6. An employee called back to work outside the normal work day shall be paid a minimum of two (2) hours at the straight time hourly rate of pay, or at time and one-half for all time actually worked, whichever is greater. This includes scheduled meeting times not contiguous to the scheduled tour.

Section 14.7. Employees shall have the option of pay at the applicable overtime rate or compensatory time computed at 1:1 and pay for one-half time. (Example: An employee whose base rate of pay is \$10.00 per hour works one hour of overtime and elects to accrue compensatory time off in lieu of payment of overtime. The employee will accrue one hour of compensatory time off and will be paid an additional \$5.00 in overtime compensation.) Employees may accrue up to sixty (60) hours of compensatory time at any one time. The employee would not be able to accumulate additional hours unless these hours were paid out or exhausted. Compensatory time off will be arranged by

mutual agreement with the supervisor, but will not be unreasonably denied. All accruals as of June 30th will be paid in the first paycheck in July. An employee may notify the payroll clerk in writing two weeks in advance of the desire to have twenty or more hours of compensatory hours paid out in the following payroll cycle.

ARTICLE 15 - PAY PERIODS

Section 15.1. Employees will be paid bi-weekly on Friday through the last Saturday in the preceding pay period. In the event the pay day is on a holiday, the preceding day shall be the pay day.

Section 15.2. Should employees have a complaint with regard to the correctness of their pay check, they will first take the matter up with their immediate supervisor. If not satisfied with the action taken or response given by the supervisor, the employee may provide the Union Steward with written authorization to investigate the appropriate records to resolve the matter.

ARTICLE 16 - LAYOFF AND RECALL

The Employer will comply with the 28E agreement forming the Scott Emergency Communications Center.

ARTICLE 17 - HOLIDAYS

Section 17.1. Employees are granted the following holidays: Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; New Year's Day; Memorial Day; and Two (2) Floating Holidays. For purposes of calculating premium pay the holiday shall be considered to start at 11:00pm on the day preceding the traditional day of observance and ending at 11:00pm on the traditional day of observance. Holiday pay is paid out and may not be converted to compensatory time.

Section 17.2. Floating holidays will be scheduled by mutual agreement between the employee and the employee's immediate supervisor. Requests for scheduling of a "floating" holiday on a day designated for religious observances (Good Friday, Yom Kippur, etc.) shall not be unreasonably denied. These holidays shall not be carried from contract year to contract year, nor shall they be granted if unused, to any employee upon retirement, termination, or discharge. An employee will not be granted a "floating" holiday during his/her probationary period. No employee will be permitted to work on his/her "floating" holidays.

Section 17.3. If a holiday occurs during a paid leave of absence, the employee will receive holiday pay for that day and no charge will be made against the leave account.

Section 17.4. To be eligible for holiday pay, employees shall work their last scheduled work day immediately before, and their first scheduled work day immediately after each

holiday. Any day for which an employee has an authorized paid leave of absence shall not be considered a scheduled work day.

ARTICLE 18 - VACATIONS

Section 18.1.

Regular full-time employees in active pay status shall accrue annual vacation leave credit, prorated on a pay period basis. Annual vacation shall be accrued as follows:

Years of Continuous Service	Hours Per Year
Less than 1 year	48 hours
More than 1 year, Less than 5 years	80 hours
More than 5 years, Less than 13 years	120 hours
More than 13 years, Less than 23 years	160 hours
Over 23 years	200 hours

Section 18.2. That part of the prorated vacation leave credit to which an employee is entitled shall be accumulated into the account of the employee at bi-weekly, or at the option of the Employer, more frequent intervals. Thereupon, it is available for use by the employee at any time after completion of the probationary period, subject to the provisions on scheduling of same. Upon attaining each anniversary date of employment, the accumulated vacation leave credit of an employee shall be reduced to twice the employee's new annual rate of accrual, assuming there is an excess accumulation in that account.

Section 18.3. Absence on account of illness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee, be charged against vacation leave allowance.

Section 18.4. The supervisor shall schedule vacation leaves with particular regard to the seniority of employees, providing operating efficiency is maintained, and insofar as possible, in accordance with the written request of the employee submitted during the period beginning January 1st and ending the 15th day of March of each year. Requests will be approved or disapproved no later than ten (10) working days prior to April 1st. The vacation requests submitted shall cover vacation(s) during the period April 1 of the current year through March 31 of the following year. Requests for three (3) days or more shall have priority over any lesser request, irrespective of seniority. However repeated requests for days off merely to extend regularly scheduled time off will not be granted if disruptive to the scheduling.

Employees who do not specify a vacation preference during the period specified above may, with the concurrence of the department head, take their vacation at any time that does not conflict with the previously approved schedule. These later requests shall be approved or disapproved by the department head by May 1st, or within five (5) working days after their receipt, whichever is later. The department head reserves the right to limit the duration of any one vacation period to three (3) weeks. If a previously scheduled vacation of three days or more becomes available, it will be offered to the next senior

person who requested it. If no one requests it, it will be available to the entire work group on a first come, first serve basis.

Section 18.5. In the event of the death, retirement, voluntary resignation or discharge not excluded in Section 7 below, the amount of wages due shall include all unused, accrued vacation credit. The County requests a minimum of two week notice on voluntary resignations.

Section 18.6. In the event of discharge for criminal activity or dishonesty related to his/her work for Scott County, and said discharge is not reversed, an employee shall forfeit all rights to vacation pay. A discharge for any other reason shall entitle the discharged employee to receive as wages due all unused, accrued vacation credits.

Section 18.7. Vacation leave shall be paid at the employee's straight time rate or rates of pay in effect during the vacation period.

Section 18.8. Regular full-time employees who are in a non-pay status for more than one-half the scheduled hours in an accrual period will not accrue vacation leave credits for that period.

Section 18.9. Regular full-time employees who are in active pay status for thirteen consecutive pay periods, and who achieve a record of zero sick leave usage during this period, will be entitled to eight hours vacation or Wellness Day. The use of up to six hours of sick leave during such a thirteen consecutive pay period will not disqualify an employee from receiving a Wellness Day. The Wellness Day will be credited to the eligible employee's vacation leave account at the end of the thirteen consecutive pay periods.

ARTICLE 19 - PAID LEAVES OF ABSENCE

Section 19.1. Jury Duty. Employees shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Such employees shall be paid their straight time hourly rate for all lost time up to forty (40) hours per work week. An employee shall submit certification of jury service to the Employer, and shall assign to the Employer that part of all remuneration received for jury service which can reasonably be described as duplicate compensation. When released from jury duty during working hours, the employee shall report to work within one (1) hour, unless less than an hour remains in the working day. In order for an employee to receive payment for work time lost as the result of being subpoenaed to testify in a state or federal court proceeding, she/he must provide evidence of the subpoena. The employee shall receive the difference between any compensation received for testifying and her/his straight time hourly rate of pay for all work hours lost as a result of the subpoena requirement. This provision shall not apply to court matters in which the employee is personally involved (e.g., as plaintiff, defendant, expert witness, etc.), nor shall it apply to situations in which the employee is testifying in her/his capacity as a County employee.

Section 19.2. Military Leave. Employees shall be granted military leave in accordance with Section 29A.28 of the Code of Iowa.

Section 19.3. Sick Leave. The following provisions shall control the accrual and use of sick leave:

A. A regular full-time employee, incapacitated and unable to work or in need of medical, dental, or optical examination or treatment shall notify the immediate supervisor, Sheriff, or the person acting in the Department on the Sheriff's behalf, as far in advance as possible before that employee's scheduled reporting time as designated by the Employer. The employee shall state the nature of the illness, the expected period of absence and when sick leave is being requested to care for his/her spouse or child. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the Employer. An advance notice of less than three (3) hour is grounds for denial of sick leave.

B. Sick leave will be granted upon approval of the Sheriff or designated representative for: disabling illness or injury; quarantine due to exposure to contagious disease; medical, dental or optical examination or treatment. Sick leave will not be granted in the event of absence resulting from illness or injury brought about by performance of duties on behalf of an employer other than Scott County.

C. If and whenever sick leave may appear to be abused, or where an employee consistently uses sick leave as it is accrued, the Employer shall have the right in all cases to require the employee to furnish a doctor's certificate verifying the inability of the employee to perform the duties as required. The County reserves the right to call at home any employee who is absent from work due to illness or injury if the employee is showing a pattern of constant sick leave use, or misuse of sick leave benefits. Before doing so, the County will first counsel the employee regarding his/her absentee problem. Abuse of sick leave privileges shall constitute grounds for disciplinary action, including dismissal.

D. Sick leave will be charged by actual hours used.

E. No employee shall be entitled to paid sick leave in excess of the amount of such leave accumulated to the employee's credit. Sick leave shall not be taken in advance of being earned.

F. Employees regularly scheduled to work 80 hours in a pay period shall earn (4) hours of sick leave for each pay period they are on active pay status.

G. Sick leave shall accumulate without limit, but all rights to such accumulated sick leave shall terminate upon leaving County employment, except as provided below.

H. Upon retirement in accordance with the provisions of the Iowa Public Employees Retirement System, or upon the death of an employee, the paid accrual of employee's sick leave sick leave accrual shall be calculated as follows:

For those employees hired **prior to July 1, 2001** the employee may choose between option A or B below:

Option A - fifty (50%) of the employee's accumulated sick leave hours in excess of seven hundred and twenty (720) hours and up to a maximum of one thousand six hundred and

eighty (1,680) hours. In no event shall payment exceed 480 (1,680 - 720 = 960; 50% of 960=480)

Option B - twenty five percent (25%) of the employee's accumulated sick leave hours up to a maximum of one thousand six hundred and eighty (1,680) hours. In no event shall payment exceed 420 hours. (25% of 1,680=420)

For those employees hired **after July 1, 2001**:

Twenty five percent (25%) of the employee's accumulated sick leave hours up to a maximum of one thousand six hundred and eighty (1,680) hours. In no event shall payment exceed 420 hours. (25% of 1,680=420)

Any payment of unused sick leave hours shall be calculated on the basis of the employee's regular hourly rate of pay in effect at the time of the payout.

I. Sick leave shall be paid at the employee's straight time rate or rates of pay in effect during the sick leave period.

J. Employees carried on the records as "sick with pay" are normally expected to be found at their respective homes, physicians office, hospital, or en route to one or the other of these locations. The parties, however, acknowledge that employees carried on the records as "sick with pay" may have medical limitations which prevent the performance of normal duties but which do not necessarily restrict them to their homes. In such cases, the appropriate supervisor shall be notified in advance. Failure to follow the conditions of this section may be grounds for the denial of sick leave.

Section 19.4. Injury On-The-Job. An employee who is injured while performing his/her assigned duties for the County shall immediately report the injury to his/her immediate supervisor. For purposes of this section, this shall mean within twenty-four (24) hours of the end of the shift during which the injury occurred. In the case of an incapacitating injury, the report shall be submitted as soon as the employee is able to supply the necessary information.

An employee who is injured while performing his/her assigned duties and is determined to be eligible for benefits under the Iowa Worker's Compensation Act, will receive his/her normal pay for the first three (3) work days of authorized absence following the injury. Thereafter, an employee may elect to use accrued sick leave in an amount necessary to offset the difference in pay between worker's compensation benefits and the employee's normal pay. Provided, in no event will an employee receive a combination of worker's compensation benefits and sick leave pay in excess of his/her normal pay.

The County will continue its contribution for health and life insurance benefits during any period in which an employee is receiving worker's compensation benefits due to a County work-related injury.

Section 19.5. Bereavement Leave. Each regular employee shall be eligible for a paid leave of absence of up to three (3) days for a death in the immediate family for purposes of attending the funeral or attending to related matters within seven days of the first day of bereavement leave. Immediate family shall be defined as including spouse, child, step-

child, legal ward, parent, step-parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, grandchild, step-grandchild, grandparent, spouse's grandparent, or other resident family member of the employee's immediate household. Only days absent which would have been compensable work days are eligible for payment under this section. No payment shall be made during an unpaid leave of absence. Payment shall be made on the basis of the employee's straight time rate or rates of pay in effect during the period of bereavement.

Upon request of the employee, two (2) extra days may be approved by the Sheriff or designated representative in the event long distance travel is required or due to the close nature of the family relationship. Any such extension shall be charged against an employee's vacation accrual or as unpaid leave if vacation is not available. In no event shall a paid bereavement leave exceed five working days. Employees shall not be unreasonably denied requests to use vacation to attend the funeral of someone other than immediate family, as defined above.

Section 19.6. Contract Bargaining Sessions. When contract bargaining sessions between the Union and the Employer are scheduled to take place during normal working hours, two (2) employees who are members of the Union's bargaining team shall be given such time off without loss of pay to attend these sessions. No employee, however, shall receive more than forty (40) hours of pay at his/her straight time rate pursuant to this Section. The time off granted for bargaining purposes shall not be considered as hours worked for overtime eligibility.

Section 19.7 Family and Medical Leave. The County will comply with federal law as it relates to Family and Medical Leave. Employees must comply with procedural requirements in County Policy Y. Employees will be required to use all sources of paid leave concurrently with Family Medical Leave. The annual FMLA allowance will run concurrently with any Workers' Compensation leave. If the employee is in a non-pay status at any time during FML, the employee shall not accrue vacation, sick, or holiday leave for that period of time in which they received no pay. If an employee fails to return to work after the employee's approved FML request has expired, the County shall regard this as the employee's resignation.

ARTICLE 20 - UNPAID LEAVES OF ABSENCE

Section 20.1. Application for Unpaid Leave. Employees desiring an unpaid leave of absence not required by law shall make a written request to their department head, setting forth the reasons for the request and the duration of the leave. Requests for thirty (30) days or less will be approved or disapproved promptly by the department head. Requests for unpaid leaves of more than thirty (30) days will be forwarded by the department head to the Scott County Human Resources Department, with recommendation attached. The Board of Supervisors shall make the final decision as part of its next regular proceedings in those cases where the requested leave is for a period of more than thirty (30) days. Leaves of absence in excess of six months will not be granted.

Section 20.2. Failure to Return. If the employee does not return to work upon expiration of an authorized unpaid leave of absence, that employee shall be terminated.

Section 20.3. Return from Unpaid Leave. Upon return from an unpaid leave of absence, Scott County will attempt to place the employee in his/her former position at the salary and step occupied at the time such leave began; provided however, that the employee is able to perform the essential functions of his/her position. In the event the former position is not available or, the employee is not able to perform the essential functions of his/her position, Scott County will attempt to place the employee in another position consistent with qualifications, ability, and staffing requirements. At no time will employees utilizing this policy be guaranteed a position upon return from an unpaid leave of absence.

Section 20.4. Benefit Status During Unpaid Leave.

A. An employee granted an unpaid leave of absence in excess of thirty (30) days shall not be eligible for fringe benefits, including holiday pay, sick leave credits, vacation leave credits, or the recognition of seniority during the period of such leave.

B. Premiums for insurance normally paid by the Employer shall be paid by the employee if the unpaid leave of absence exceeds thirty (30) days, unless the employee request such coverage be discontinued.

ARTICLE 21 - WORK RULES

Existing departmental work rules will be posted on the appropriate bulletin board and/or provided electronically to employees. Work rules shall be reasonable and uniformly applied. Changes in these work rules, or new work rules, will be provided in writing to all employees in the department and the appropriate Union Steward at least ten (10) days in advance of the effective date. This ten (10) day notice requirement may be waived in emergency situations.

ARTICLE 22 - BULLETIN BOARDS

The Employer will furnish a bulletin board at the worksite and electronic alternative and agrees to make space available on these bulletin boards for the Union's use in posting notices and materials pertaining to its members, including but not limited to, the announcement of meetings and the election of officers. The privilege granted in this Article shall not apply to notices and materials which are partisan, political, or defamatory in nature.

ARTICLE 23 - PERSONNEL RECORDS

Employees or their designees shall be permitted to review their official personnel folder. Copies of pertinent portions of the employee's personnel file shall be provided to the employee in compliance with state law. Material which reflects unfavorably on the employee will not be included in the official folder without the employee's knowledge. The employee shall have the right to respond in writing to any item in his/her personnel file, with said response becoming a part of the file.

ARTICLE 24 - PROMOTIONS AND TRANSFERS

Section 24.1. When new jobs are created, or when management desires to fill vacancies, a notice of such vacancies shall be posted on the intranet and placed on the bulletin board for five (5) working days, excluding day of posting. Notices shall include a brief description of the duties of the position, qualifications, requirements, and pay range. Employees interested in transferring to an existing vacancy shall apply on-line.

Section 24.2. The rate of pay for an employee selected to fill a vacancy shall be determined as follows:

- A. If promoted to a position having a higher point total, the employee's rate of pay, if possible, will be set at the step in the new pay range which affords an increase equivalent to a full step in that range. If this is not possible, the pay will be set at the top of the new pay range.
- B. The effective date of the promotion will become the anniversary date for determining future step increases.
- C. If transferred to a position with the same number of points, the employee's rate of pay will not change.
- D. If the change is to a position with a lower point total, the employee will start at the step in the new pay range nearest to, but not above, his/her current pay rate.

Section 24.3. An absent employee, or an individual on layoff, may apply for a posted vacancy through his/her Steward.

Section 24.4. Sheriff may assign employees from one job to another for the following reasons:

- 1. To temporarily fill a vacancy or replace an employee who is absent due to illness, training or leave of absence.
- 2. To observe the performance of an individual for the purpose of determining employee potential and ability to assume the duties and responsibilities of a vacant position on a full-time basis.
- 3. To complete short-term assignments such as special projects, or to assist in relieving a back-log of work over a short period of time.

In the event an employee is temporarily assigned to a position with a higher pay range for more than ten working days, and the employee is fully performing the duties of such position, the employee shall be paid at the same rate of pay, starting with the eleventh working day, that he/she would have been paid if promoted to that position.

Upon conclusion of the temporary assignment, if the employee is returned to his/her previous position, the employee will receive his/her former rate of pay plus any earned increments that might have accrued.

Employees temporarily assigned to a position of the same or lower Hay points than their present position will maintain their current salary.

Section 24.5. Employees transferred to new positions will be considered to be in a trial status for a period of thirty (30) days. During this trial period the Employer will provide at least two periodic written performance evaluations. During this period the Employer shall have the right to return the employee to the position from which transfer was made if the employee fails to perform satisfactorily. Whenever an employee is removed from a job under this Section, the Employer shall furnish a written statement to the employee listing the reasons therefore. Alternately, an employee shall be given the right to return to their former job within the 30 day time period. In the event an employee returns to a former position, all employee movement which resulted will also be reversed.

Section 24.6 The Employer agrees to defend and indemnify employees against claims or lawsuits pursuant to Chapter 670 of the Iowa Code and applicable County policy.

ARTICLE 25 TRAINING

Section 25.1. For the purposes of education and increasing the professionalism of the department the Sheriff may schedule and conduct in-service training seminars and assign personnel to attend such training. Additionally the Employer shall provide specialize training for trainees within their probationary period in order to provide good service and obtain necessary certifications.

Section 25.2. To encourage employees to seek additional college-level training that is related to their work, the County will reimburse seventy five percent of the cost for tuition, books and laboratory fees up to a maximum reimbursement of \$1,200 per year. To be eligible for this benefit, advance approval shall have been granted by the Human Resources Director, the course shall have been taken on the employee's own time, and a passing grade of "C" or better must be documented, or in the case of a pass/fail course, a "pass" must be documented.

Section 25.3. Pay for hours spent at training sessions, meetings, etc. will be in accordance with the Fair Labor Standards Act. The employee will be eligible for reimbursement for any expenses related to the training as provided by in the County travel policy.

ARTICLE 26 - INSURANCE

Section 26.1. The Employer agrees to provide the following coverage, or to re-establish similar benefits on behalf of regular full-time employees, and regular part-time employees scheduled to work 1,040 hours or more annually:

- A. Comprehensive Medical Insurance Benefit Plan.

B. Dental Plan.

C. Vision Plan.

During the term of this Agreement, the Employer will pay the monthly single premium for the above benefits. For those employees electing to avail themselves of dependent coverage for any of the above, the Employee agrees to contribute toward the monthly dependent premiums. The employee shall share in any dependent care premium increases as follows:

After July 1, 2009: 60/40 (60% employer / 40% employee)

After July 1, 2010: 60/40 (60% employer / 40% employee)

After July 1, 2011: 60/40 (60% employer / 40% employee)

A cap of a 10% an increase is binding for each year listed above.

Section 26.2. During the term of this Agreement the Employer shall provide each employee coverage under a group life and AD&D insurance policy with a maximum benefit of twenty thousand (\$20,000) dollars. The Employer shall pay the dollar cost of the single employee premiums in effect during the term of this Agreement.

Section 26.3. The Employer retains the right to select or change the insurance carrier, or to self-insure all or any portion of the benefits as long as the level of benefits remains the same.

Section 26.4. Employee Assistance Program. The Employee Assistance Program is designed to provide employees with confidential professional assistance with personal and family problems that may adversely affect job performance.

When an employee's job performance has deteriorated due to personal problems, he/she may access the EAP for assessment and referral to a treatment resource. It is understood that participation in the EAP is strictly voluntary and that it is the responsibility of the employee to follow through with that treatment plan outlined in order to return his/her job performance to an acceptable level.

If an employee enters an accredited hospital for the purpose of treatment of alcoholism or drug addiction, the employee shall be allowed to use accumulated sick leave for the days actually hospitalized for treatment, provided the Employer is furnished with a statement from the physician or coordinator of the treatment program affirming such hospitalization.

ARTICLE 27 - SEPARABILITY AND SAVINGS

Should any Article or Section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and Sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending Article or Section.

ARTICLE 28 - HEALTH AND SAFETY

Section 28.1. The Employer and the employees will comply with all applicable federal, state and local health and safety laws and any regulations issued there under.

Section 28.2. The matter of safety is a common concern, and to this end, the parties agree to use reasonable means to protect the health and welfare of all employees.

Section 28.3. Employees are encouraged to report all working conditions they consider to be unsafe to their immediate supervisor. Safety concerns may also be addressed within the context of Labor-Management Committee meetings.

ARTICLE 29 - PERFORMANCE EVALUATIONS

Employees will be evaluated by the Employer and self annually, except in the case of probation. Evaluation reports shall not cover more than twelve (12) months prior to the date of evaluation. All evaluation reports will be placed in the employee's official personnel file, and the employee will be furnished with a copy of all reports. The employee has a right to respond in writing to his performance evaluation, and such response shall become part of the evaluation report. An unsatisfactory performance evaluation may be subject to the grievance process.

ARTICLE 30 - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 31 - TERM OF AGREEMENT

This Agreement shall be effective as of the 21 day of December, 2008, and shall remain in full force and effect until the 30th day of June, 2012 or until the employees become employed by the Scott Emergency Communication Center pursuant to the 28E Agreement, which ever comes first.

THIS AGREEMENT IS EXECUTED AS OF the ____ day of _____, 2008 to become effective as of the day and year first above written, by the duly authorized representatives of the parties.

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 7110

SCOTT COUNTY, IOWA BOARD OF SUPERVIORS

Midge Slater, Business Representative

James Hancock, Chairman

Francis Guinta, Business Representative

Dee F. Bruemmer, County Administrator

Michelle Conklin, Negotiating Committee

Mary J. Thee, Asst. County Administrator/HR Director

Carrie Nurse, Negotiating Committee

Mike Brown, Deputy Sheriff

Jill Niebuhr, Human Resources Generalist

APPENDIX A

Effective July 1, 2008

<u>Position Title</u>	<u>Hay Points</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Warrant Clerk	162	28,539 13.721	33,575 16.142	38,611 18.563
Public Safety Dispatcher	252	35,155 16.901	41,359 19.884	47,563 22.867
Lead Public Safety Dispatcher	271	36,553 17.574	43,003 20.675	49,453 23.775

Effective July 1, 2009 (3.5% General Wage Increase)

<u>Position Title</u>	<u>Hay Points</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Warrant Clerk	162	29,538 14.201	34,750 16.707	39,962 19.213
Public Safety Dispatcher	252	36,385 17.493	42,807 20.580	49,228 23.668
Lead Public Safety Dispatcher	271	37,832 18.189	44,508 21.399	51,183 24.607

CONVERSION TABLE - SALARY BELOW 105% OF MIDPOINT

APPRAISAL SCORES TO SALARY ADJUSTMENT

<u>AVERAGE SCORE</u>	<u>SALARY ADJUSTMENT</u>
4.75 through 5.00	5.0%
4.50 through 4.74	4.5%
4.25 through 4.49	4.0%
4.00 through 4.24	3.5%
3.75 through 3.99	3.0%
3.50 through 3.74	2.5%
3.25 through 3.49	2.0%
3.00 through 3.24	1.5%
2.00 through 2.99	0%
1 through 1.99	(-1.5%)

() denotes reduction in current salary.

CONVERSION TABLE - SALARY AT 105% OR ABOVE

APPRAISAL SCORES TO SALARY ADJUSTMENT

<u>AVERAGE SCORE</u>	<u>SALARY ADJUSTMENT</u>
4.75 through 5.00	5.0%
4.50 through 4.74	4.0%
4.25 through 4.49	3.0%
4.00 through 4.24	2.0%
3.50 through 3.99	1.0%
3.00 through 3.49	0.00%
2.00 through 2.99	(-1.00%)
1 through 1.99	(-2.00%)

() denotes reduction in current salary.