

**POTTAWATTAMIE COUNTY COMMUNICATIONS**

**AND**

**911 EMPLOYEE ASSOCIATION/AFSCME 2364-911  
UNION**

**LABOR AGREEMENT**

**JULY 1, 2020-JUNE 30, 2021**

**911**



**LAW FIRE EMS**

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**Article 1**  
**PREAMBLE**

**THIS AGREEMENT IS EXECUTED BY POTTAWATTAMIE COUNTY**, hereinafter called "Employer" and the **American Federation of State, County and Municipal Employees AFL-CIO, (AFSCME) Iowa Council 61, Local 2364-911 CENTER**, hereinafter called "Union".

**Article 2**  
**RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all Employees of the Pottawattamie County Communication Center, excluding Captain/Director, Assistant Director, Communications Technologist, Training Coordinator/Quality Assurance, Supervisors, Temporary employees, Office Manager and all Employees excluded by Section 4 of the Public Employment Relations Act as certified in Case No. 7375.

**Article 3**  
**INTENT & PURPOSE**

**Section 1.** The Employer, the Union and the employees recognize and declare the necessity of providing the most efficient and highest quality services to the citizens and taxpayers.

**Section 2.** The Employer, the Union and the Employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of the Pottawattamie County Division of Communications.

**Article 4**  
**MANAGEMENT RIGHTS**

The Employer, except to the extent expressly modified herein, shall have the exclusive power, duty and the right to: direct the work of its public Employee; hire, promote, demote, transfer, assign and retain public Employees in positions within the public agency; suspend or discharge public Employees for proper cause; maintain the efficiency of governmental operations; relieve public Employees from duties because of lack of work for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiation, prepare, certify and administer its budget, exercise all powers and duties granted to the Public Employer by law.

**Article 5**  
**UNION RIGHTS & RESPONSIBILITIES**

**Section 1.** The Union recognizes its responsibilities as the exclusive bargaining agent of the Employees within the bargaining unit, and realized that in order to provide maximum opportunities for continuing employment and fair compensation the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following:

- a. That it will cooperate with the employer and supports its efforts to assure a full and fair day's work on the part of its Employees;
- b. That it will actively combat absenteeism and any other practice which restricts efficient operation of the Employer, and
- c. That it will earnestly strive to improve and strengthen goodwill between and among the Employer and its Employees, and the Union and the public.

**Section 2.** The Employer will not interfere with the right of its Employees to become members of the Union. The Union will not interfere with the right of the Employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity, which will interrupt or interfere with the operations of the Employer.

- a. The Union/Chapter may, with the Supervisor's permission, make presentations to new employees within the first ninety (90) days of employment. Such presentations shall be during their work time and limited to one-half hours. One Union representative shall be in pay status.

**Section 3.** For the purpose of investigating pending grievances, a duly authorized representative of the Union shall have access to the cafeteria area adjacent to the Communications Center during non-working time with prior notification of the Supervisor. The Employer will cooperate to facilitate such visitations and the Union will not interfere with the operation of the Employer or the work of the Employees.

**Section 4.** The Employer agrees to furnish and maintain one bulletin board or portions of bulletin boards, in a convenient place in the Communications Center to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

**Section 5.** Upon request Union representatives will be allowed to meet with bargaining unit employees during the employee's work time on the Employer's premises, provided that such activity does not interfere with the performance of the job duties of any employee provided suitable meeting facilities are available and practical, and so long as such activity is limited to contacts regarding issues of negotiation and pending grievances.

**Section 6.** Time spent conducting union business by Union Representatives shall be in paid status at time and one half (1 ½), is not considered hours worked and is subject to call back pay only when given less than a 4 hour notice. This is limited specifically to AFSCME 911 labor management committee members, labor negotiations, adjustment of grievances and when representing a member in a disciplinary action. Time must be approved in advance and is at Director's discretion. Such time shall not be reasonably withheld.

**Article 6**  
**ACCESS TO PERSONNEL FILE**

An Employee or their designated Union representative, with written permission of the employee, shall be granted access to any material entered into the employee's personnel or training folder within a reasonable amount of time. In order to review the employee's personnel file or training file, the employee or their designated representative must schedule an appointment with the Director during regular business hours. The employee may respond to any item in the personnel file or training file in writing. Such responses by the employee shall become part of the permanent record.

For purposes of progressive discipline, disciplinary actions in personnel files shall be active for twelve (12) months from the date of discipline. However, disciplinary actions shall remain active for eighteen (18) months for violations of the same rule.

**Article 7**  
**WORK STOPPAGE**

**Section 1.** The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its Employees.

**Section 2.** The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any such work stoppage, strike, slowdown, or illegal picketing, or any other action which interrupts or interferes with the operations of the Employer.

## **Article 8 HOURS OF WORK**

**Section 1.** This Article is intended to set forth the normal workweek, but shall not be construed as a guarantee of any amount of work per day or per week, or as a limitation of hours of work per day or per week. A workweek shall commence at 12:01 AM Saturday and will continue to Midnight the following Friday.

The work shifts shall be as follows:

0655 to 1455

1455 to 2255

2255 to 0655

Or other slide shifts as necessary.

**Section 2.** For all members of the bargaining unit, the normal workweek shall consist of forty (40) hours per week.

**Section 3.** Employees will receive one (1) fifteen (15) minute break during each one half shift worked, and a thirty (30) minute paid meal break at times scheduled by the supervisor, providing that the granting of such breaks is feasible. Employees may be allowed to leave the Communications Center during their meal break with permission of the supervisor, providing minimum staffing requirements are met at all times. In the event the Center only has minimum staffing, the employees may take their break in approved designate areas.

**Section 4.** It is understood and agreed that the determination of the work schedule may be changed by the Employer from time to time to meet work requirements. When possible the Employer will provide fourteen (14) calendar days written notice to the Union and the affected employees prior to making any changes in work schedules. The Employer shall not permanently reassign any employee from the shift that the employee bid. Temporary shift assignments shall not exceed 120 calendar days and shall be filled according to the procedures outlined in Article 28, Section 2. If no one volunteers for the temporary shift assignments, the last senior from the shift the Director deems appropriate shall be the employee assigned.

**Section 5.** Employees may utilize a trade time agreement among themselves. Such agreement shall be voluntary and shall consist of employees agreeing to trade off working assignments in increments up to eight (8) hour blocks. Trade time is not meant to alter the employee's work schedule rather; it is designed as a benefit for the occasional exchange of work assignments. Trade time shall be limited to sixteen (16) events per contract year unless prior approval is received from the Director. If an employee's name appears on the trade form, it shall be considered one (1) event.

Trade time will not exclude an employee from being forced should the need arise. Employees who utilize trade time are not forced in the place of the employee they are working for, but shall be forced if there is no one else eligible to force.

Employees utilizing this agreement shall agree between themselves as to the payback conditions, except that the payback must be accomplished within thirty (30) days of their agreement and must be established at the time of submittal. Such agreements shall be written on a form provided by the Employer, signed by the agreeing employees, and the employee's supervisors. All trade agreements must have prior written agreement of both employee's supervisor, whose agreement will not be arbitrarily or capriciously withheld and submitted and approved forty eight (48) hours in advance, except in the event of an emergency. If there is an emergency, then the decision to approve or deny will be at the discretion of both

employee's immediate supervisors/acting supervisors. If a substituting employee fails to report for duty for any reason, appropriate leave of pay shall be deducted and the employee may be subject to disciplinary action. It shall be the responsibility of the substituting employee to find a replacement employee. Should the substituting employee fail to find a replacement employee, trade time privileges may be suspended by the employer for a period of three (3) months. All trade time worked shall be at straight time pay.

**Article 9**  
**OVERTIME COMPENSATION**

**Section 1.** Employees shall be compensated by cash payment at the rate of one and one-half (1 ½) times the regular hourly rate of work performed outside of the employee's regular scheduled hours. Employees are expected to work a reasonable amount of overtime if conditions necessitate. Except in an emergency no employee shall be required to work more than twelve (12) hours in a twenty-four (24) hour period and no employee will be allowed to work more than sixteen (16) hours in a twenty-four (24) hour period.

If requested by the employee, compensatory time at the rate of time and one-half (1 ½) will be given in lieu of cash payments for overtime worked to a maximum accumulation of sixty (60) hours.

Compensatory time shall be taken in fifteen (15) minute increments. Employees may request earned compensatory leave on "Leave Request" forms. Requests for earned leave shall be made in accordance with Article 13, Section 3. Employees are not allowed to take fifteen (15) minutes of compensatory time at the beginning and at the end of their shift in order to avoid being forced for overtime.

**Section 2.** In the event that the Employer is unable to fill an overtime vacancy from the Overtime Sign-Up List or by available personnel from the Employee Roster, the Employer shall have the right to force overtime in increments, not to exceed four (4) hours from each shift preceding and/or following the hours that overtime is required.

The Employer shall notify the affected Employees of anticipated forced overtime in a timely manner. Employee forces for overtime shall not be eligible for additional forced overtime without a minimum of twelve (12) hours of rest.

**Section 3.** All overtime work not specifically provided for herein shall be determined and must be authorized by the Employer or his/her designee.

**Section 4.** The Employer will, as far as practical, distribute forced overtime on an equal basis by seniority among employees. Overtime opportunities shall be accumulated and forced overtime not worked shall be considered time worked for purposes of overtime distribution.

**Section 5.** Overtime worked on a holiday shall be paid at the rate of two (2) times the Employee's regular rate of pay for each hour worked.

**Section 6.** There shall be no pyramiding or compounding of overtime or premium pay or any type. In the event more than one rate could be applied that the highest rate shall prevail.

**Article 10**  
**HOLIDAYS**

**Section 1.** The following holidays shall be recognized by the Pottawattamie County, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day and Memorial Day.

**Section 2.** Employees shall receive eight (8) hours of holiday leave for each of the above mentioned holidays. Employees shall receive eighty (80) hours of holiday leave on July 1<sup>st</sup> of each fiscal year. New employees hired after July 1<sup>st</sup> shall receive holiday leave on a pro-rated basis for their first year of employment. Holiday leave must be taken in eight (8) hour increments.

Holiday leave shall not be carried over to the next fiscal year. Holiday leave not taken shall be forfeited unless holiday leave was scheduled by the employee, canceled by the Employer, and the employee was not able to take the holiday leave prior to the expiration of the fiscal year. New hires may carry over holiday leave into the next fiscal year at the discretion of the Director.

When the actual holiday falls on an Employee's regular scheduled work day, the Employee shall be paid time and one-half (1 ½) of the employees regular rate for all hours worked.

To be eligible for holiday pay the majority of hours during an employee's work shift must fall on the actual holiday. All hours worked during such shift will be paid at the holiday rate.

Overtime worked on a Holiday shall be paid at the rate of two (2) times the Employee's regular rate of pay for each hour worked.

**Section 3.** Upon resignation, retirement, death or discharge from employment, holiday benefits shall be pro-rated and remaining holiday leave hours shall be paid to or deducted from the employee or the employee's estate.

**Section 4.** Compensation for the benefit provided under Section 2, hours worked may be taken as compensatory time off. Requests for earned holiday leave shall be made in accordance with the Vacation Article of the agreement.

**Article 11**  
**CASUAL DAY**

On July 1 of each fiscal year each Employee will be granted two (2) casual days with pay that must be used within the same fiscal year to be mutually determined by the Employee and the Employer.

Casual days must be taken in an eight (8) hour increment.

Requests for earned leave shall be made in accordance with the Vacation Article of the agreement.

Upon resignation, retirement, death or discharge from employment, remaining casual day benefits shall be paid to the employee or the employee's estate.

**Article 12  
VACATIONS**

**Section 1.** Subject to and in accordance with the provisions of this Article, vacations shall be accrued on a bi-weekly basis pursuant to the following schedule:

<b>Years of Service</b>	<b>Bi-Weekly Accrual</b>	<b>Annual Accrual</b>	<b>Maximum Allowed</b>
From Date of Employment	3.0770 hrs.	80 hours	160 hours
5 <sup>th</sup> Anniversary	4.6154 hrs.	120 hours	200 hours
12 <sup>th</sup> Anniversary	6.1539 hrs.	160 hours	240 hours
19 <sup>th</sup> Anniversary	7.6923 hrs.	200 hours	280 hours

New employees will not be eligible to use vacation leave or other earned leave until successful completion of the training program unless pre-approved by the Sheriff of designee.

**Section 2.** The purpose of a vacation is to enable the Employee to enjoy periodic rest from his/her regular job so that he/she may return to his/her work refreshed. The vacation year will be the individual anniversary date to anniversary date.

Accordingly:

- A. An Employee may carryover up to eighty (80) hours of earned, unused vacation as reflected in the above chart (see maximum accrual).

If the employee's accrued vacation exceeds annual accrual plus 10 days, vacation accrual will temporarily stop unless a vacation was scheduled by the employee, canceled by the Employer, and not able to be taken prior to reaching the maximum. When vacation is taken again and the total accrued amount falls below the maximum, vacation accrual will begin again.

- B. No Employee shall be entitled to vacation pay in lieu of vacation and no employee shall be granted vacation usage before it is earned.
- C. Upon resignation, retirement death or discharge from employment, remaining vacation benefits shall be paid to the employee or the employee's estate.
- D. Vacation must be taken in one (1) hour increments.

**Section 3.** In requesting vacation or other earned leaves all requests shall be in writing on a Leave Request form and date stamped. Leave requests shall be answered in writing within five (5) working days. The employee must have earned the vacation or other earned leaves prior to submitting the request. All requests must be answered in writing prior to the leave being taken. Vacation requests will be granted as staffing and workload permits.

Once vacation leave and other earned leave periods have been scheduled, the Employer shall make no changes in employees leave schedules. The employee may request a change in their leave schedule prior to the approved leave request or under emergency conditions. If the approved leave caused overtime, the request to change the leave schedule must be submitted no later than forty-eight (48) hours prior to the scheduled leave.

**Section 4.** Choice of time and amounts shall be governed by seniority within job classification as defined in Article 26, Seniority, provided the employee submits their vacation leave and other earned leave requests at least sixty (60) calendar days prior to the requested time off.

**Section 5.** Requests for vacations, or other earned leaves received less than sixty (60) days in advance shall be granted on a first come, first served basis.

**Section 6.** For the purpose of this article, the definition of "other earned leaves" shall include holidays, compensatory time, perfect attendance and casual day.

**Article 13**  
**SICK LEAVE**

**Section 1.** Sick Leave shall be used for personal illness and injury, or disability, subject to the provisions set out herein. Employees may use accrued sick leave for personal, medical and dental appointments, which cannot be scheduled at times other than working hours. Sick Leave use for any purpose will disqualify an employee for Perfect Attendance Pay for the quarter in which the sick leave is used.

**Section 2.** Employees shall be granted one and one-half (1 ½) workdays of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of nine hundred sixty (960) hours. Sick leave may be taken at a minimum of fifteen (15) minute increments. An Introductory Employee will be allowed to use paid or unpaid sick leave with the understanding that the Employee's Introductory and/or Training Period will be extended proportionately.

**Section 3.** The Employer may require a physician's certificate for any absence for which sick leave is claimed under the following conditions:

- a. When the employee has utilized sick leave for three (3) consecutive workdays.
- b. After the Employee has used sick leave on six (6) separate occasions during the contract year without a physician's certificate, this includes leave for family illness.
- c. The Employer reserves the right to require a physician's certificate for any absence, of any length, if the Employer reasonably believes the Employee is or has been abusing sick leave.

**Section 4.** To be eligible for sick leave payment, an Employee shall notify the Employer or designee as soon as possible but in any event two (2) hours prior to the starting time of the Employee's work day. The notice may be waived if the Employer determines that the Employee could not reasonable be expected to comply with this requirement because of circumstances beyond the control of the Employee.

When an employee calls to report an absence due to illness, the supervisor will acknowledge the telephone call. If an employee has exhausted their sick leave, the employee will not be compensated unless approval to utilize other available paid leave is received in writing from the 911 Director.

**Section 5.** With the exception of the below entitlement, no Employee is entitled to compensation for unused sick leave at the time of separation. However, upon retirement under IPERS, employees shall be eligible for cash reimbursement of unused accumulated sick leave in the following increments:

0-599 hours accrued	0% conversion of accrued sick leave balance
600-750 hours accrued	25% conversion of accrued sick leave balance
751-900 hours accrued	35% conversion of accrued sick leave balance
901-960 hours accrued	50% conversion of accrued sick leave balance

**Section 6.** Employees may use accrued sick leave for care and necessary attention of ill or injured members of the immediate family. Immediate family is defined as, and limited to the Employee's spouse, children, stepchildren, foster children, parents and stepparents and minor children of the immediate household, if the employee is considered "in loco parentis" (in place of a parent). Use of Sick Leave for purposes of this Section is limited to fifty-six (56) hours per contract year, and shall be in accordance with Section 3.

**Immediate Family Serious Illness/Injury:**

The employee may utilize up to two hundred forty (240) hours of their sick leave, per FMLA year, if a serious health condition affects a member of the employee's immediate family. When granting sick leave,

the County shall adhere to the definition of a “serious health condition” as outlined in the Family & Medical Leave Act of 1993. In order to qualify for this sick leave, the employee must have a FMLA request on file accompanied by a physician’s certification.

**Section 7.** All bargaining unit employees who have accumulated sick leave in excess of nine hundred sixty (960) hours may convert those additional hours to vacation at the rate of 25% until they reach their vacation maximum limit.

**Article 14**  
**PERFECT ATTENDANCE LEAVE**

After completion of the Introductory Period, an Employee shall be eligible to earn eight (8) hours off with pay at the regular rate for each calendar quarter in which perfect attendance is achieved. This leave must be used within twelve (12) months of being earned. Perfect attendance leave must be taken in eight (8) hour increments.

Employees are not eligible for perfect attendance leave if the following occurs:

1. Employee utilizes personal or family sick leave.
2. If the employee utilizes any other paid leave for the purpose of sick leave or FMLA leave.
3. If attendance points are assessed for tardies.
4. If the employee is in an unpaid status to include unpaid suspensions.

Holidays, vacation, compensatory time off, casual day, perfect-attendance day, on the job injury, funeral in the immediate family or jury duty shall not count against perfect attendance.

Requests for earned leave shall be made in accordance with the Vacation Article of the agreement.

Temporary/Part-time Employees shall not be eligible for perfect attendance compensation.

**Article 15**  
**WAGES**

**Section 1.** Employees shall be compensated in accordance with the wage schedule attached hereto marked Appendix A, herein incorporated by this reference.

Effective July 1, 2020, all job classifications represented by the union shall receive a 3.00% across the board wage increase.

**Section 2.** The Employer shall have the right to employ persons at starting rate commensurate with their previous training, employment, and experience, and to adjust any Employee's credited services (or wage schedule service) not to exceed Step 2 at any time during the first six (6) months of employment.

Regarding the hiring of previous Employees of the Pottawattamie Count Division of Communications: The Employer shall have the right to hire previous Employees at starting rates commensurate with their previous training, employment, and experience with Pottawattamie County Communications not to exceed Step 2 of the wage scale. The Employer further agrees that the seniority date of said Employee will be the date of his/her most recent hire as a full-time Employee.

**Section 3.** Employees shall be issued their paychecks bi-weekly on the Friday of the appropriate week. In the event that such Friday is a holiday, employees shall be issued their paychecks on the day immediately proceeding such Friday which is not a holiday.

Employees hired after July 1, 2005 are required to have direct deposit of the employee's bi-weekly paycheck and an electronic paystub will be sent to them via email. Employees may also choose to have their paystub delivered via U.S. mail or hand delivered. For those hired prior to July 1, 2005, the employee may have the option of direct deposit.

**Section 4.** Employees who are eligible for across the board pay increases or step shall receive the increase at the beginning of the pay period in which the effective date for the pay increase occurs.

**Article 16**  
**FUNERAL LEAVE**

**Section 1.** Leave for the purpose of attending a funeral and other related activities will be granted in the following manner:

- A. Funeral of spouse, child and parents be they related by blood or marriage up to five (5) days.  
Child includes foster children.
- B. Funeral of grandparents or grandchildren, brother or sister be they related by blood or marriage up to three (3) days.
- C. Funeral of fellow Employee- Time off as staffing permits not to exceed ½ day. In the event of the death of an employee of the Sheriff's Office, the Sheriff or his designated representative shall determine the minimum staffing requirements that will need to be in place at the time of the employee's funeral.
- D. Funeral as a pallbearer, one (1) day, with verification from the service.
- E. Funeral of an Employee's blood relative not listed above, one (1) day, i.e. aunt, uncle, great grandparents, great grandchildren and other similar relatives.
- F. Funeral of a close friend or other relative related by marriage, one (1) day leave without pay. Employee will be allowed to utilize vacation or compensatory time to receive pay for the day.

**Article 17**  
**HEALTH AND SAFETY**

The Employer agrees to continue making reasonable provisions to provide a safe, healthful work place for its Employees during the hours of employment. The Union and the Employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements.

**Article 18**  
**GENERAL CONDITIONS**

**Section 1.** This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine; the reference to any party includes its agents, officials and Employees.

**Section 2.** In the event any provision of this Agreement is held invalid by any sort of competent jurisdiction, the said provision shall be considered separate and its invalidity shall not in any way affect the remaining provisions of this Agreement.

**Section 3.** Bargaining unit Employees whose normal working hours are eight (8) hours per day shall receive the same compensation for vacation days, holidays, sick leave days and funeral leave as they would receive for regularly worked eight (8) hour say.

**Section 4.** 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 this agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, provided, however, either party may reopen negotiations on the language items in this Agreement with the consent of the other party.

**Section 5.** The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

**Section 6.** The Employer agrees to pay up to two (2) Union member employees their regular hourly rate for the purposes of contract negotiations and adjustment of grievances.

**Article 19**  
**Adjustment of Grievances**

**Section 1.** A grievance is defined as a dispute an Employee or the Union may have with the Employer concerning the interpretation, application or violation of the express terms of this Agreement by the Employer, should an Employee or the Union have a grievance, it shall be adjusted in the following manner: an Employee or the Union may, however, grieve the action of the Director, beginning at Step 2.

All bargaining unit employees shall have the right to meet and adjust his/her individual complaint with the Employer. An aggrieved employee shall have the right to a Union Representative appointed by the Union at all steps of the Grievance Procedure.

**Step 1.** An Employee who claims a grievance shall present such grievance in writing to his/her supervisor within fifteen (15) working days after the occurrence upon which the grievance is based. The Supervisor shall give his written answer to the grievance within ten (10) working days after the grievance was presented to him. The grievance shall be signed by the aggrieved Employee and the Steward, and shall specifically state the facts and the section of this Agreement alleged to have been violated.

**Step 2.** If the grievance is not settled in Step 1, it may be appealed by the Employee and his/her Steward or the Union within fifteen (15) working days after the answer of the Supervisor. The Director or his/her designated representative will meet with the appropriate Union Representative at a mutually agreed upon location, time and date (with or without the aggrieved employee) and attempt to resolve the grievance. The Director or his/her designated representative shall give his/her answer in writing to the Employee and Steward within fifteen (15) working days after the date of the grievance meeting.

**Step 3.** If the grievance is not settled in Step 2, it may be appealed to the Sheriff or designee by the Employee and his/her Steward or the Union within fifteen (15) working days after the answer of the Director. The Sheriff or designee will meet with the appropriate Union Representative at a mutually agreed upon location, time and date (with or without the aggrieved employee) and attempt to resolve the grievance. The Sheriff or designee shall give his/her answer in writing to the Employee and Steward within fifteen (15) working days after the date of the grievance meeting.

**Step 4.** If the grievance is not settled in Step 3, it may be appealed to arbitration by the Union by written notice of a request for arbitration, submitted to the Director within thirty (30) calendar days after the receipt of the Employer's Step 3 answer. Said written notice shall be signed by a representative of the Union, and shall state the specific section of this Agreement which is alleged to have been violated. When a timely request has been made for arbitration, within ten (10) working days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Iowa Public Employment Relations Board to submit a list of five (5) arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, then either party may request, one (1) time per party, a different panel of arbitrators from the Public Employment Relations Board. Upon receipt of the list, the parties' designated representative shall determine by lot the order of elimination, and thereafter each shall, in order, alternatively strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

The arbitration provisions of this Agreement may only be invoked with the approval of the Employee organization.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing by the parties and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall submit the decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties; whichever is later unless the parties agree to an extension thereof. The decision of the arbitrator shall be final and binding on both parties.

Both parties will share the fees and expenses of the arbitrator equally. Each party will 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 the stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of each transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

**Section 2.** The failure by the Employer to reply within the applicable times specified above shall be deemed a denial of grievance which may then be appealed to the next step.

**Section 3.** Grievances may be investigated, processed, and presented by a Steward during working hours within reasonable time limits without loss of pay, provided at least twenty-four (24) hour notice is given and the work load permits. The Employer's determination as to work load shall be subject to arbitration only to the extent that the Employer's action is shown to be an attempt to frustrate the grievance procedure, discrimination between or among employees, or to harass or coerce the Union.

**Section 4.** The parties may mutually agree to extend any of the above time frames commencing with Step 2.

**Section 5.** The Grievance Form is furnished by the Union and is the only valid allowable grievance form.

**Section 6.** Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than one (1) year prior to the date of initiation of the written grievance in Step 1.

**Section 7.** The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

**Section 8.** For informational purposes only, the Union shall provide the Employer with a written list setting forth the names of grievance representatives. The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

**Article 20**  
**Seniority**

**Section 1.** Seniority is defined as an Employee's length of continuous service from his/her most recent date of hire.

**Section 2.** The seniority records for Employees shall be maintained by the Employer and shall be posted on bulletin boards available to the Union. The lists shall be updated annually and contain each employee's name, job classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting.

**Section 3.** An employee shall lose seniority with the Employer for all purposes if any of the following occur:

1. Termination of employment by resignation, retirement or discharge.
2. The employee has been laid off and then fails to respond within a period of fourteen (14) calendar days after being recalled by certified letter sent to the last known address as shown on the records of the Employer.
3. The employee fails to return within thirty (30) calendar days after being recalled by the Employer.
4. Seniority will not accrue for unpaid leave of absence in excess of thirty (30) days.

**Article 21**  
**SHIFT PREFERENCE**

**Section 1.** Employees shall bid shifts and days off on an annual basis. All bidding for shifts and days off shall occur between June 1<sup>st</sup> and June 7<sup>th</sup> of each year unless mutually agreed to otherwise by the Employer and the Union, for shift changes beginning July 1 of the fiscal year. Shift preference and days off shall be awarded by seniority within job classification. The Employer shall notify those persons affected by shift changes no less than seven (7) days before the change takes place.

**Section 2.** For vacancies occurring in the schedule during the contract year, the following method of shift preference shall be adhered to:

1. The Director or designee shall notify by seniority each employee of the opening. The employee will immediately advise the Director or designee of his/her intent to fill the opening. The Director or designee will continue with this process until vacancies are filled.
2. After selection of Employee to fill opening, seven (7) days' notice of permanent reassignment shall be given.

**Article 22**  
**LABOR MANAGEMENT COMMITTEE**

A committee will be set up for meeting quarterly to discuss issues of concern to both the employees and the Employer. The committee will consist of four (4) members, two (2) members selected by the Union and two (2) members selected by the Employer.

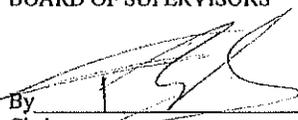
The purpose of this committee shall be to afford both labor and management a forum in which to communicate on items that may be of interest to both parties. The committees are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in Labor Relations Committee meetings, which are held during their regularly scheduled hours of employment.

**Article 27  
EFFECTIVE PERIOD**

THIS AGREEMENT, shall be effective on July 1, 2020 and shall continue through June 30, 2021.

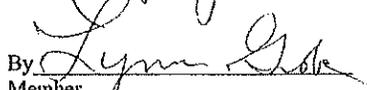
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representative this 17th day of March, 2020.

POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS

By   
Chairman

By   
Member

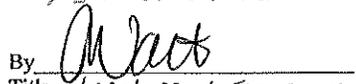
By   
Member

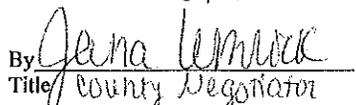
By   
Member

By   
Member

APSCME, Local 2364  
Pottawattamie County 911  
Center Employees

By   
Title Local 2364 President

By   
Title Local 2364 Treasurer

By   
Title County Negotiator

**TELECOMMUNICATIONS OPERATOR**

Effective July 1, 2020 (3.0% across the Board)

Step	1	2	3	4	5	6	7
Time in Step	Start	6 months	1 year	2 year	3 year	4 year	5 year
Hourly	\$20.75	\$21.82	\$22.89	\$24.04	\$25.27	\$26.52	\$27.85
Overtime	\$31.14	\$32.72	\$34.34	\$36.06	\$37.89	\$39.78	\$41.77

\*Note-Figures have been rounded for the purpose of this document

Official hourly wage rates are calculated by the Auditor's office/Payroll Division

**ASSISTANT SHIFT SUPERVISOR**

Effective July 1, 2020 (3.0% across the Board)

Step	1	2	3
Time in Step	Start	1 year	2 year
Hourly	\$29.91	\$31.40	\$32.97
Overtime	\$44.87	\$47.11	\$49.46

\*Note-Figures have been rounded for the purpose of this document

Official hourly wage rates are calculated by the Auditor's office/Payroll Division