

AGREEMENT

Between

**POTTAWATTAMIE COUNTY, IOWA,
POTTAWATTAMIE COUNTY SHERIFF'S OFFICE**

and

**GENERAL DRIVERS AND HELPERS UNION
LOCAL NO. 554
AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

July 1, 2022

To

July 1, 2023

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PREAMBLE

THIS AGREEMENT is executed by POTTAWATTAMIE COUNTY, IOWA, hereinafter called "Employer," and General Drivers and Helpers Union Local No. 554, POTTAWATTAMIE COUNTY DETENTION OFFICERS, hereinafter called "Union."

**ARTICLE 1
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Pottawattamie County, Iowa in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5890, to wit:

INCLUDED: Detention Officer

EXCLUDED: Detention Manager, Business Manager, Chief Deputy, Detention Supervisors, Jail Administrator, Jail Maintenance Superintendent, Secretary, Sheriff, Training Supervisor, and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act of 1974

and including or excluding those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement.

ARTICLE 2
INTENT AND PURPOSE

The Employer, the Union and their employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Pottawattamie County.

The Employer, the union and their employees further recognize and declare their mutual desire to promote harmonious relationships among the parties covered by this Agreement to establish equitable and peaceful procedures for the resolution of grievances, and to assure the effective and efficient operation of the Pottawattamie County Jail.

ARTICLE 3
DEFINITIONS

Employees shall refer to all Detention Officers of the Sheriff's Department.

Employer shall refer to the Sheriff acting on behalf of Pottawattamie County and the Pottawattamie County Board of Supervisors.

Department shall mean the Sheriff's Department.

A part-time employee is an employee who works less than a normal eighty (80) hour pay period and is hired for an indefinite period.

Part-time employees are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement, and shall not become regular employees unless first hired as permanent employees and thereafter successfully complete the applicable introductory period.

An introductory employee is an employee who has not successfully completed twelve (12) months of continuous services. During the introductory period, such employee may be removed or discharged by the Sheriff without cause. Introductory employees shall be entitled to utilization of sick leave and leaves of absence as stated in this Agreement.

A regular employee is an employee, other than part-time employee, who has completed the introductory period.

A shift is defined as a set period of time worked.

A team is defined as a group of Detention Officers assigned to work a particular shift under the direction of a Detention Supervisor.

A position is defined as an assignment on any shift. The employee shall maintain a posting of the facility staffing plan which shall include a listing of all positions.

A spouse is defined as a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same sex marriage.

A parent is defined as a biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the employee when the employee was a child. This term does not include "parents in law."

A son or daughter is defined as a biological, adopted or foster child, a step child, a legal ward or a child of a person standing *in loco parentis*.

ARTICLE 4
MANAGEMENT RIGHTS

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, and exclusively to the Employer, to-wit:

- a) the right to manager the Employer's operations; to direct the working force; to ensure compliance with Iowa State Jail Standards;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f) the right to assign work, the right to assign teams, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change exiting methods and facilities;
- g) the right to create, modify and terminate departments, job classifications, positions, and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to lay off;
- j) the right to determine the number of persons to be employed by the Employer in a division;
- k) the right to enforce and require employees to observe rules and regulations set forth by the Employer;

provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his/her membership or non-membership in the Union. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, powers and authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

ARTICLE 5
UNION RIGHTS AND RESPONSIBILITIES

The Union recognizes its responsibilities as the exclusive bargaining representative of the employees within the bargaining unit, and its duty to seek fair compensation and safe working conditions for its members. Further, the Union realizes 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 reasonable cost. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following, to-wit:

- 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 earnestly strive to improve and strengthen good will between and among the County and its employees, the Union and the public.

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 of the Union because of membership or non-membership in the Union. The parties will not discriminate against an employee because of an employee's support or non-support, of participation or non-participation, in Union affairs and activities. 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 operation of the Employer.

For purposes of conducting Union business, the Employer agrees that duly authorized representative of the Union may have access to the Employer's premises with the prior consent of the Jail Administrator or designee. Such visits shall not interfere with the performance of the job duties of any employee.

The Employer may permit a limited amount of legitimate Union activity by local Union representatives, provided that such activity does not interfere with the performance of the job duties of any employee to be away from his/her assigned place of work, and provided further that work load requirements will not suffer as a result of such activity. The names of such authorized representatives shall be supplied to the Employer in writing and updated as changes occur. The Sheriff's Department reserves the right to limit the number of employees involved and type of activity to be held.

ARTICLE 6
WORK STOPPAGE

The employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operation of the Employer.

No employee shall cause; authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operation of the Employer.

In the event of a violation of paragraph 3 of this Article or Section 12 of the Iowa Public Employee's Relations Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work.

In the event of a violation of any paragraph above, all legal censures of this act shall apply.

ARTICLE 7
GENERAL PROVISIONS

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

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the court's decision; and upon issuance of such a decision for the invalidated Article, section or portion thereof.

This Agreement constitutes the entire agreement between the parties. The parties acknowledged that during the negotiation which resulted in this Agreement, each had the right and opportunity to make proposal with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in the Agreement, or 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 they negotiated or signed this Agreement.

**ARTICLE 8
OVERTIME**

A. Overtime

Overtime shall be defined as any time properly authorized or approved by the Employer and actually worked in excess of twelve (12) hours in any calendar days, or in excess of the employee's regularly scheduled work hours notwithstanding Section B. It is the policy of the Employer to keep overtime work to a minimum.

No Employee shall be paid or otherwise compensated more than once for work performed; nor shall pay, compensation or benefits be pyramided.

Overtime work shall be mandatory when required by the Employer and the employee shall work the hours directed by the Employer. Overtime shall not be used to punish or reward employees.

Overtime will be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate of pay, which shall be computed on the basis of the number of work hours per year except in specific areas of sick leave usage notwithstanding Section B.

B. Sick Leave not Considered Hours Worked

All overtime hours, with the exception of involuntary overtime, worked on the calendar day immediately prior to or the calendar day immediately after a scheduled work shift in which sick leave has been utilized shall be paid at the straight time rate on an hour for hour basis. For example, if an employee utilizes 4 hours of sick leave and works 6 hours of overtime the next day, the first 4 hours are paid at straight time and the remaining 2 hours are paid at the overtime rate.

All hours worked on a regular day off that falls immediately after a scheduled work day in which sick leave has been utilized shall be paid at the straight time rate on an hour for hour basis. See above example.

Involuntary overtime hours worked shall be paid in accordance with Section E, Involuntary Overtime.

C. Planned Overtime (Overtime outside 72 hours of the need)

When a supervisor learns about the need for planned overtime on his/her shift, the supervisor shall, as soon as possible, notify all staff for someone to work overtime by posting a planned overtime sign-up sheet in master control and/or the County's computerized intranet system. The most senior employee to physically sign the planned overtime sign-up sheet shall be given the overtime assignment, unless the employee is restricted for other reasons. Any employee who fails to work the assigned overtime may be ineligible to work any planned overtime or to sign the planned overtime sign-up sheet for forty-five (45) calendar days. Employees must have a twenty-four (24) hour break in duty for every period of regularly scheduled time off. For example, employee has Monday and Tuesday as regular scheduled days off. The employee may only work overtime on either Monday or Tuesday, but not both. When no employee accepts the assignment on a voluntary basis within 72 hours of the need, the supervisor shall utilize the voluntary overtime sign-up sheet.

D. Voluntary Overtime Sign-Up Sheet (Overtime within 72 hours of the need)

The overtime sign-up sheet will be posted for employees to sign-up for voluntary overtime up to 30 days in advance. The list will be maintained by the Employer on a weekly basis. The sign-up sheet will be divided into days of the week and into day shift (any position starting between the hours of 0600 and 1800) and night shift (any position starting between the hours of 1800 and 0600). Night premium rate and pay will remain as stated in the Labor Agreement (hours worked between 1800 and 0600).

Employees interested in any overtime available must physically sign the voluntary overtime sign-up sheet. The Employer will use this as the overtime coverage list. Overtime shall be given to the most senior employee who signs the voluntary overtime sign-up sheet, unless the employee is restricted for other reasons. Any employee who fails to work the assigned overtime shall be ineligible to work any voluntary overtime or sign the voluntary overtime sign-up sheet for forty-five (45) calendar days. An employee may only remove their name from the voluntary overtime sign-up sheet by written request to the Supervisor.

Employees must have a twenty-four (24) hour break in duty for every period of regularly scheduled time off. For example, employee has Monday and Tuesday as regular scheduled days off. The employee may only work overtime on either Monday or Tuesday, but not both.

E. Involuntary Overtime Sign-Up Sheet

If no employee accepts or is available for overtime assignment the supervisor shall utilize the primary involuntary overtime list to contact the assigned employee for that specific workday and order that employee to work. This list shall be maintained by the shift supervisors and shall include all employees assigned to the shift. Employees must physically sign the primary involuntary overtime calendar sign-up sheet and select which days they would be available for involuntary overtime. Employees must also physically sign the secondary involuntary overtime calendar sign-up sheet and select which days they would be available for involuntary overtime. The secondary involuntary overtime list will be used if the employee on the primary list has called in for their shift.

The Employer will use this as the overtime coverage list. Overtime shall be given to the most senior employee who signs the voluntary overtime sign-up sheet, unless the employee is restricted for other reasons. Any employee who fails to work the involuntary calendar overtime shall be ineligible to work any voluntary overtime or sign the voluntary overtime sign-up sheet for forty-five (45) calendar days. An employee may only remove their name from the involuntary calendar overtime sign-up sheet by written request to the Supervisor.

An employee who has been ordered to work overtime may locate another employee who is willing to work overtime in his/her place, as long as the other employee is not restricted from overtime.

In the event an employee is ordered overtime for two (2) hours or fourteen (14) hours twenty (20) minutes in any shift, such two (2) hours would be compensated at the rate of time and one half (1 ½) times the employees' regular rate of pay.

In the event an employee is ordered to work overtime for more than two (2) hours up to a maximum of sixteen (16) hours twenty (20) minutes in any shift, such two (2) hours would be compensated at the rate of two (2) times the employee's regular rate of pay. **No** employee shall be required or ordered to work beyond sixteen (16) hours twenty (20) minutes in any shift.

In the event of a facility emergency, a supervisor may order any or all of the employees to remain on duty and/or may order employees to report to the facility.

F. Compensatory Time

An employee may choose compensatory time off in lieu of overtime or call back time.

An employee desiring compensatory time off rather than overtime pay shall notify the Employer in writing prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made. The Employer shall keep a record of any compensatory time which an employee has earned or used and the employee may request to see such record at any reasonable time.

Compensatory time will be taken at times requested by the employee after it is approved in writing on a form as approved by the employer.

A maximum of ninety-six (96) hours of compensatory time may be accumulated by an employee. This maximum may be extended by the Sheriff or his designee due to emergency situations. Every effort will be made not to carry over any accumulated compensatory time to the next contract year. An employee who has accumulated more than ninety-six (96) hours of compensatory time shall be compensated for all hours in excess of ninety-six (96) hours.

**ARTICLE 9
HOLIDAYS**

Employees are provided ten (10) paid holidays, to-wit: New Year's Day, President's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

Employees shall receive their ten (10) paid holidays on January 1st of each calendar year. New employees hired after January 1st, shall receive holiday leave on a pro-rated basis for their 1st year of employment.

A holiday for time worked shall be comprised of one twenty-four (24) hour period commencing at 12:00 am midnight and ending the following 12:00 am midnight.

A continuous shift employee, who works the actual holiday not the County recognized holiday, shall be compensated at a rate of one and one-half (1 ½) times the regular rate of pay for the actual number of hours worked.

Earned holidays shall not be carried over into the next calendar year and shall be paid at the straight time rate.

Introductory employees will receive the designated holidays as regular employees.

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.

Holiday time off requests shall be handled as outlined in Article 11, Vacation.

**ARTICLE 10
LEAVES OF ABSENCES**

A. Sick Leave

Employees shall be granted twelve (12) hours of sick leave per month, and shall have the right to accumulate unused sick leave up to a maximum of one thousand forty (1040) hours. An introductory employee will not be allowed sick leave until the employee completes six (6) months of employment, at which time such employee will be credited with the number of days earned from the employee's date of hire.

Sick leave shall not be considered as a vested right and may not be used at the employee's discretion, but shall be allowed only for the following reasons;

1. Serious or confining illness of the employee.
2. a) An employee may utilize up to sixty (60) hours of sick leave per calendar year for the care and necessary attention to ill or injured members of the employee's immediate family. Immediate family, for purposes of this section, is defined as husband, wife, child, foster child, stepchild or parent.

b) The employee may be allowed to utilize up to two-hundred-forty (240) hours of their sick leave if a serious health condition affects a member of the employee's immediate family. When granting additional 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 additional sick leave, the employee must have a FMLA request on file accompanied by a physician's certification.
3. Medical, dental or optical appointments which cannot be scheduled during non-working hours. All efforts should be made to make medical, dental or optical appointments during non-working hours. Requests may be denied based on staffing levels.
4. Female employees may use accumulated sick leave for absences occasioned by complications from pregnancy, for childbirth and complications resulting from, and for recovery from childbirth or miscarriage.

The Employer reserves the right to require a physician's certification for an absence due to sickness. The cost of obtaining a physician's certification as required by the Employer pursuant to this paragraph shall be borne by the Employer.

The Employer requires a physician's certification for an absence due to sickness of more than two (2) consecutive work days. The cost of obtaining a physician's certification as required by the Employer pursuant to this paragraph shall be borne by the employee. Failure to provide a physician's certification shall result in an unpaid, unexcused absence and appropriate disciplinary action shall be taken.

To be eligible for any type of sick leave payment, an employee shall notify the employer at least one (1) hour prior to start of the shift, but in any event, not later than the starting time of the employee's workday, unless the personal illness or injury occurs while at work.

An employee using sick leave must provide to their supervisor a telephone number where they can be contacted. The County reserves the right to investigate any use of sick leave.

All types of sick leave may be taken in fifteen (15) minute incremental periods.

Upon normal retirement under IPERS, an employee may be eligible for retiree health insurance benefits. If an employee chooses to participate in the retiree health insurance program, he/she shall not be eligible for cash reimbursement of sick leave. If the IPERS retirement eligible employees is not eligible for the retirement health insurance benefits (did not have County health insurance while employee with the County) or chooses to waive the retiree health insurance benefits, he/she shall be eligible for cash reimbursement of their sick leave in accordance with the schedule outlined below.

<u>Years of Service</u>	<u>Sick Leave Balance</u>	<u>Conversion Rate</u>
20 Years	1,000 - 1,040 hours	100%
15 Years	1,000 - 1,040 hours	75%
10 Years	1,000 - 1,040 hours	50%
20 Years	751 – less than 1,000	75%
15 Years	751 – less than 1,000	50%
10 Years	751 – less than 1,000	25%

20 Years	600 – less than 751	50%
15 Years	600 – less than 751	25%
10 Years	600 – less than 751	15%

Upon death of a current employee (regardless of IPERS eligibility), the employees' beneficiary or estate shall be reimbursed for the employee's unused accumulated sick leave in accordance with the schedule outlined above.

General Provisions

Sick leave shall be reimbursed based upon the employee's regular rate of pay at the time of retirement or death. For budget purposes, if the retirement is not of an emergent nature, the County would like a six (6) month notification of the planned retirement date. Failure to give notice will not preclude benefit eligibility.

Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time.

An employee who has accumulated 1,040 hours of sick leave may convert twenty-five percent (25%) of his/her accumulated sick leave in excess of 1,040 hours to vacation leave.

An employee who has exhausted their sick leave may participate in the sick leave donation program as outlined in the county personnel policy manual.

B. Funeral Leave

An employee, including an Introductory employee, will be granted not to exceed five (5) days of paid leave for bereavement and to attend the funeral services of the employee's spouse, parent or child (including foster/step child), be they related by blood or marriage.

An employee, including an introductory employee, will be granted not to exceed three (3) days of paid leave for bereavement and to attend the funeral services of the employee's brother, sister, grandparents, and grandchild be they related by blood or marriage.

Any employee who has completed the introductory period will be granted one-half (1/2) day of leave without pay to attend the funeral of a close family friend one (1) day of leave with pay to attend the funeral for a fellow employee or relative not listed above. 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.

Employees must attend the funeral service in order to qualify for funeral leave pay.

C. Parental Leave

The Employee who has not given birth to the child shall be permitted to utilize sixty (60) hours of accumulated sick leave for the birth and/or care for a newly-born or newly-adopted child.

ARTICLE 11
VACATION

Every employee shall be eligible for paid vacation time after six (6) months of service with the Employer.

Vacation allowances shall be earned based on the following schedule, providing that existing employees shall not have a reduction in the number of their vacation days:

<u>Employment Requirements</u>	<u>Vacation Period</u>
After 1 year of continuous service	96 hours per year
After 6 years of continuous service	144 hours per year
After 10 years of continuous service	168 hours per year
After 15 years of continuous service	192 hours per year
After 20 years of continuous service	200 hours per year

Employees shall receive 48 hours upon completion of six (6) months continuous service and the remaining 48 hours upon completion of one (1) year of service.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately proceeding the employee's vacation period.

Vacation may be taken in one (1) hour incremental periods.

Initial Vacation Selection Period

Beginning December 5th of each year, each employee in order of seniority shall have the opportunity to select vacation days to be utilized between January 1st and the completion of the last pay period of the year. The vacation selection process shall be completed by January 1st of each year. Employees will not be allowed to make changes or cancel vacation requests until the initial vacation selection process has been completed.

Vacations will be granted in a reasonable amount of time, subject to the approval of the Employer. The request is to be made in writing. In the event of an emergency, the employee's immediate supervisor may approve or deny an immediate request for the use of vacation earned, taking into account the factors surrounding the request and shift coverage only.

If the workload permits vacation, but the number of persons on vacation must be limited, the following shall apply:

- The Employer shall have the right to approve or disapprove of an employee's requested vacation period, considering the scheduling requirements of the department, and shall not consider individual personalities, nor shall the Employer discriminate between or among employees.
- During the initial selection period when scheduling vacation days, in order for the requested day off to be considered a "vacation" day request, the employee must utilize a minimum of eight (8) hours vacation plus four (4) hours of ETO or twelve (12) hours of vacation time for requested time off. If the employee's vacation request is approved, the employee will not be allowed to switch the time off to holiday or compensatory time.
- Following the completion of the initial vacation selection period, each employee in order of seniority shall have the opportunity to select holidays to be utilized between January 1st and the completion of the last pay period of the calendar year. The holiday selection process shall be completed by January 1st of each year. Employees will not be allowed to make changes or cancel holiday requests until all selection processes have been completed.
 - After the initial selection periods, all vacation and holiday requests shall be equal and allotted on a first come first serve basis with seniority having no impact.
 - In order for the requested day off to be considered a "vacation" day request, the employee must utilize a minimum of twelve (12) hours of vacation time for the requested time off.
 - A full day earned leave (including compensatory time) request shall take precedence over a partial day earned leave request if submitted at least three (3) working days prior.
- In all cases compensatory time will not override a full day of vacation and/or holiday time.
- In order to cancel any earned leave request, the employee must give their supervisor written notification of the cancellation no later than 2 work days prior to the requested time off unless mutually agreed to.

Accordingly:

- a. The first vacation period earned, after completing one (1) full year of service, shall be taken prior to January 1, unless the Employer, for good cause, extends the period.
- b. Thereafter, on January 1 of each year, the Employer will credit each employee with the amount of vacation the employee will earn on the employee's next anniversary date, determine on the basis of the contract in effect on that January 1. If an employee uses vacation credited on January 1, prior to the time the vacation is earned, and if the employee is terminated for any reason prior to the time the vacation is earned, the employee will reimburse the Employer for the vacation period.
- c. No employee shall be entitled to vacation pay in lieu of vacation.
- d. Up to sixty (60) hours of vacation may be carried from one year to the next. If hours are carried over to the following year, they must be used on or before July 1 of the following year or they will be forfeited.

ARTICLE 12
DISCIPLINE

Section 1. The County shall have the right to adopt and put into effect rules and regulations not in conflict with this agreement. All employees shall be subject to such rules and regulations and any violations may be considered just cause for disciplinary action or discharge. If rules are deemed unreasonable by the union, said issue may be subjected to the grievance procedure.

The purpose of employee discipline is to advise the employee of the infraction in such a manner as to ensure that such behavior will not be repeated. Discipline shall be imposed for just cause only.

Disciplinary actions shall be progressive in nature and shall include the following:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge

Copies of disciplinary actions shall be given to the employee and forwarded to the union.

Section 2. Employees who have been suspended or discharged and who have completed their introductory period, may process a grievance through the grievance procedure.

Oral and/or written reprimands may be protested in writing by the employee and such protests will be placed in the employee's personnel file and may be used in the event of disciplinary time off or discharge of the same or similar infraction.

For purposes of progressive discipline, disciplinary actions 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.

Section 3. If the Employer has reason to reprimand an employee, it shall be done within fourteen (14) days of the incident, or fourteen (14) days when notified of the incident, in a reasonable and professional manner and not before other employees or the public except where impractical.

The time period may be extended due to circumstances beyond reasonable control of the administration.

Section 4. The employer has the right to suspend and/or terminate any employee immediately for just cause.

Just cause, for the purpose of termination or suspension, includes but it no limited to the following:

- (a) Engaging in or threatening acts of workplace violence, including but not limited to:
 - (i) Possessing firearms or other weapons on County property (other than certified law enforcement)
 - (ii) Fighting, assaulting or bullying a coworker, supervisor, guest, or customer;
 - (iii) Threatening or intimidating a coworker, supervisor, customer, or guest;
- (b) Engaging in any form of sexual or other unwelcome harassment;
- (c) Reporting to work under the influence of alcohol or illegal drugs, using, selling, dispensing, or possessing alcohol or illegal drugs or narcotics on County premises;
- (d) Reporting to work or performing job duties in an unfit condition because of the consumption or misuse/abuse of prescription or over-the-counter medications or selling or dispensing prescription medications on County premises;
- (e) Disclosing confidential County information;
- (f) Failure to cooperate in a workplace investigation;
- (g) Misrepresenting, falsifying, or altering any County record or report, such as an employment application, medical reports, expense accounts, and similar public records;
- (h) Misrepresenting or falsifying timesheets, daily logs or any other time and attendance records for yourself or others;
- (i) Stealing, destroying, defacing, or misusing County property, unauthorized personal use of county funds or property or another employee's or customer's property; making unauthorized purchases on county credit card(s);
- (j) Employment connected theft, burglary, or battery;
- (k) Misusing County communications systems, including the county website, electronic mail, computers, Internet access, and telephones
- (l) Accessing pornographic websites;
- (m) Refusing to follow Department Head or Supervisor instructions concerning a job-related matter or being insubordinate; insubordination; failure to follow directions;
- (n) Failing to wear a seat belt or other assigned safety equipment or failing to abide by safety rules and policies (willful violation) and failing to adhere to job related work restrictions or accommodations;
- (o) Soliciting or distributing information in violation of County policies;
- (p) Accessing personal websites during working hours such as "My Space", "Facebook", "Twitter", personal blogging and other similar websites.

- (q) Smoking where prohibited by state law, local ordinance or County rules;
- (r) Using profanity or abusive language;
- (s) Sleeping on the job without authorization;
- (t) Gambling on County property;
- (u) Playing pranks or engaging in horseplay at the workplace;
- (v) Wearing unprofessional or improper attire or having an inappropriate personal appearance; (sloppy, unkept appearance);
- (w) Conducting personal business during working hours;
- (x) Using county property for personal gain or using county position for personal gain;
- (y) Unlawfully destroying county or work property including records;
- (z) Willful and/or reckless neglect of duty;
- (aa) Dishonesty;
- (bb) Any absence of three (3) or more consecutive work days without an excuse or notification; excessive absenteeism and late arrival (tardy).
- (cc) Violation of County electronic communications policies and procedures.
- (dd) Violation of the Prison Rape Elimination Act (PREA)

ARTICLE 13
GRIEVANCE PROCEDURE

A grievance is defined as a dispute an employee may have with the Employer concerning the interpretation, application or violation of the express terms of this Agreement by the Employer. The time for filing a grievance shall commence when the employee receives notification of the change. Should an employee have a grievance, it shall be adjusted in the following manner.

The employee or the Union representative may initiate a conference with the immediate Supervisor in an attempt to resolve the issue.

Step 1. If the grievance is not settled by informal conference, the employee or the Union representative may initiate a grievance within fourteen (14) calendar days after the alleged incident upon which the grievance is based. At this point the grievance shall be reduced to writing, signed by the employee or the Union representative, and will specifically state the facts and provisions of the alleged violation. The written grievance shall be submitted to the Jail Administrator or his designee, who shall answer in writing within seven (7) calendar days after the grievance is presented. The Employer and the Union may, by mutual agreement, extend any of the time limits set forth in this article.

Step 2. If the grievance is not settled in Step 1, it may be submitted within seven (7) calendar days to the County Sheriff or his/her designated representative who shall answer in writing within seven (7) calendar days after the grievance is presented.

Step 3. If the grievance is not settled in step 2, it may be appealed to arbitration by the Union. Written notice of a request for arbitration must be submitted to the County Sheriff within seven (7) calendar days after the answer is due in step 2. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of the arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the party requesting arbitration shall strike the first name; the other party shall then strike one (1) name, and this process will be repeated so that the remaining person shall be the arbitrator. Either party, upon receipt of the list of five (5) persons, may reject the list in total and request another list.

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 to 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.

The fees and expenses of the arbitrator will be charged equally by both parties. 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 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.

If an answer to a grievance is not presented to the employee by the Employer within any of the time limits specified in this Article, it is presumed that the grievance is denied and the employee may proceed to the next step of the grievance procedure. Failure by an employee, his/her representative, or the Union to initiate or process a grievance within the time limits specified shall constitute a bar to initiating or processing such grievance.

Grievances may be investigated, processed and presented by a representative during working hours within reasonable time limits without loss of pay, provided notice is given and the workload permits.

ARTICLE 14
PROCEDURES FOR STAFF REDUCTION

In the event the Employer determines that employee must be laid off, the Union shall be notified in writing within ten (10) administrative working days after the determination.

Employees shall be laid off as follows:

- a) Layoffs shall be determined on the basis of Seniority, with less senior employees being the first to be laid off; and
- b) If the number of employees to be laid off within the classification exceeds the number of employees in category (a) or there are no employees who come within category (a), the Employer shall consider qualifications, ability to perform, and seniority, and if qualifications and ability to perform are equal between and among affected employees, seniority shall govern. Employees who have been previously working in a lower grade classification will be able to return to that classification at the lower grade of pay in the employee's present step in the event of a layoff. Temporary, part-time and introductory employees performing duties within the job classification from which employees have been or are to be laid off, are to be laid off first and have no recall rights.

An employee to be laid off will be notified thereof in writing at least ten (10) working days prior to the effective date of the layoff.

Within the job classification laid off, employees will be returned to work in the reverse order in which they were laid off. No new employees will be hired for a job in the classification from which employees have been laid off until all employees laid off from that classification have been given notice of recall.

An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest advised address.

Once notified by the Jail Administrator or their designee, the employee shall be given 72 hours to respond. In the event the employee accepts, the start date will be decided by the Jail Administrator.

ARTICLE 15
HEALTH AND SAFETY

The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Equipment furnished by the Employer shall be used properly and employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer. The Employer shall pay the actual cost of repairing an article of such protective clothing or equipment which is damaged unintentionally while on the job.

If the Employer requires an employee to obtain a physical examination, the cost of the examination shall be provided by the Employer.

Drug and alcohol testing of employees will be required after all accidents which result in a death, personal injury or damage to property at the Sheriff's discretion. The employer will maintain a probable cause and random drug testing procedure.

ARTICLE 16
SHIFT BIDDING

All bidding for shifts shall occur annually. The shift bidding shall occur between November 1st and November 7th of each year for shift changes beginning the first full pay period in January of the following year. Shift shall be awarded by seniority as set forth in Article 18. Shift assignments shall be posted by December 1st of each year. When a position is vacated due to illness, injury, or leave of absence such position will be filled by reassignment of an officer for up to three (3) months. At the time of shift bids, employees will designate the method of compensation for the shift briefing, for the year, either overtime pay or compensatory time. If compensatory time is chosen as the method of compensation for shift briefing, the employee will automatically receive overtime pay for the entire pay period if the compensatory time designation causes the employee to exceed the maximum number of compensatory hours allowed as set forth in article 7 Overtime.

Any new or vacant regular full-time Detention Officer positions which occur shall be posted for bid, except for temporary bid. The posting shall indicate the number of openings and the hours of duty, if known at the time of the posting. Any vacancy created by bidding procedure shall be filled by the determination of the Employer. The Employer will determine when a vacancy occurs.

The posting shall be for a minimum of five (5) days and shall specify the date and time which bids will be accepted. It will specify the position and shift, as well as any qualifications, certifications, experience or training required. Positions will be announced within ten (10) days of the closing of the bids. Positions will be awarded by seniority given the special qualifications and experience requirements allowed as set out above.

When it has been determined an employee will be off work for a period of three (3) months or longer due to illness, injury, or leave of absence, that employee's position shall be posted for bid on a temporary basis. The qualified senior bidder will be given the temporary bid and placed in that position in accordance with the labor agreement. The position vacated by the successful bidder will be appointed by the Employer.

In the event the employee returns to work, they will be returned to their original position. The employee covering this position through temporary bid status will be returned to their previous position. The appointed employee will be placed in any open position or will take the position of the lowest senior employee.

In the event the employee is unable to return to work, this position will be awarded until the next shift bid. The employee holding the position through temporary status will be awarded the position if they so desire. The appointed employee will be assigned to the open position.

ARTICLE 17
WAGES

Effective July 1, 2022, all employees whose job classifications are represented by the Union, who are not on the step and grade, will receive a 4.0% wage increase.

Employee shall be compensated in accordance with the Wage Schedule attached hereto marked Exhibit A and herein incorporated by this reference. Employees whose position is moving into the new step and grade, will be moved into the new pay grade at the current step they are in, effective July 1, 2022.

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

ARTICLE 18
SENIORITY

For all purposes under this contract, seniority is defined as an employee's length of continuous services with the Pottawattamie County Sheriff's Department from his/her date of hire, except for bidding, in which case seniority shall be defined as the total number of days worked within a job classification.

The seniority list for employees shall be maintained by the Employer. Any protest as to the correctness must be made in writing to the Employer within ninety (90) calendar days from the date of hire.

The seniority list for employees shall be maintained by the Employer and renewed and posted on employee bulletin boards/company intranet every six (6) months. A copy of the seniority list shall be made available upon request by the Union. A seniority list for job classifications shall also be maintained by the employer. The same guidelines as above will dictate as to the times the list will be updated, posted and protested. Classification for the seniority list shall be:

1. Detention Officers

Seniority and the employment relationship shall be broken and terminated if an employee quits for any reason; is discharged for just cause; is absent from work three (3) consecutive working days without notification to and authorization from the Employer; is laid off for a period exceeding eighteen (18) months or the employee's seniority, whichever is lesser; is on layoff and fails to report to work within the time period set out in the Article on Procedures for Staff Reduction; or fails to report to work on the next scheduled workday at the completion of a leave of absence.

It is the right of the Employer to determine when a position is vacant and when it will be filed.

An employee who is promoted to a classification outside of the bargaining unit and subsequently returns to a classification within the bargaining unit shall be given full credit for the service earned prior to his/her promoted classification after he/she has fulfilled the introductory period. Seniority will be the total amount of service spent in both the bargaining and promoted classifications and may be used accordingly where seniority is referred to in this contract. If an employee returns to a bargaining unit classification between seniority bidding process, the employee may not exercise that seniority until the next regular bidding process is

held. Assignments, vacation schedules etc. will be at the discretion of the Sheriff until the next bidding process takes place.

ARTICLE 19
RETIREE HEALTH INSURANCE

A Detention Officer who retires under normal IPERS and is at least age 55 may choose to continue in the County's primary health insurance program and receive insurance coverage as provided for retirees until he/she reaches his/her 65th birthday. The County will assist the employee by paying a portion of the single premium for a period of 5 years from the date of retirement. During this 5-year period, the rate paid for by the County is based upon the employee's continuous years of service with the Pottawattamie County Sheriff's Office and his/her sick leave balance at the time of retirement. The County shall pay a percentage of the premium for single coverage only in accordance with the following schedule.

<u>Years of Service</u>	<u>Sick Leave Balance</u>	<u>Single Premium Rate Paid by County</u>
20 Years	1,000 - 1,040 hours	100% of active rate
15 Years	1,000 - 1,040 hours	75%
10 Years	1,000 - 1,040 hours	50%
20 Years	751 – less than 1,000	75%
15 Years	751 – less than 1,000	50%
10 Years	751 – less than 1,000	25%
20 Years	600 – less than 751	50%
15 Years	600 – less than 751	25%
10 Years	600 – less than 751	15%

Eligible employees must be enrolled in County insurance program prior to retirement. The retiree shall be provided coverage under the primary carrier selected by the County for active employees. If the employee elect's family coverage he or she shall receive the benefit of the value of the payment of the single coverage as depicted within the schedule set forth above but shall be responsible for paying the differential between that value and the cost of the family coverage.

If federal legislative changes results in the alteration of the current Medicare eligibility age of 65, the parties agree to allow for a limited re-opener to discuss modifications of the retiree health insurance provision to allow for language changes necessary to properly reflect the intent of the parties in adopting the original retiree health insurance provision.

If the employee chooses to participate in the County's retiree health benefit as outlined above, the employee will not be eligible for the sick leave buyout at retirement. For budget purposes, if the retirement is not of an emergent nature, the County would like a six (6) month notification of the planned retirement date. Failure to give notice will not preclude benefit eligibility.

The employer recognizes its responsibilities to defend and indemnify its employees as a result of any tort for which they are held liable in accordance with Chapter 613A the 1981 Code of Iowa.

ARTICLE 20
UNION BUSINESS

Section 1. Union Representatives The Employer agrees that accredited representative of the Local Union may be allowed the right to visit with the employees who are covered by this agreement to conduct Union business at any place during non-working hours or during working hours provided said visitation does not negatively affect the employees service to the public and with prior consent of the Jail Administrator or designee.

Section 2. Bulletin Boards The Employer will provide one bulletin board at the work site. The bulletin board will be made available to the appropriate Union official for the purpose of posting Union notices. The bulletin boards are to be used by the Union for notices only of the following: Union meetings, Union elections, Union appointments, Union recreational and social events, unemployment compensation information, and other materials of non-political, non-controversial nature. Upon written demand from the Employer, the Union shall promptly remove from such bulletin boards any material which is libelous, or in any way detrimental to the labor management relationship.

Section 3. Stewards The Union may appoint no more than two (2) stewards per shift and shall notify management of the names of the stewards. Stewards may handle grievances and related issues, meeting notifications, etc., but have no authority to dictate or coerce any job action contrary to this agreement. Stewards shall have reasonable access to telephones, for local calls only, in regards to grievance handling needs. In any interview where there is potential for discipline to be discussed or issued, the employee, upon request, shall have the right to have a steward present.

Section 4. In the event the Employer determines to contract out services, the Sheriff or his representatives will meet with the Union to discuss possible alternatives prior to the effective date of the action.

Section 5. The Employer agrees to grant necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or service in any capacity on other official business, provided that fourteen (14) days written notice is given to the Employer, by the Union, specifying the length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption (including overtime) of the Employer's operation due to lack of available employees.

ARTICLE 21
INJURED ON DUTY POLICY

An employee who is injured while performing their job duties for the County shall immediately report the injury to their immediate supervisor. 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, including an introductory employee, who has been injured in the scope and course of his/her employment with the Employer and who is eligible for Worker's Compensation payments shall adhere to the Iowa Worker's Compensation statute. When an employee is entitled to Worker's Compensation benefits, that employee shall be eligible for a supplemental payment by the County. The employee will not be required to utilize sick leave or other paid leave while recovering from said injury for the first three hundred sixty-five (365) calendar days.

The supplemental payment shall be an amount equal to the difference between the employee's net pay and the amount of the weekly Worker's Compensation benefit the employee receives. "Net pay" for the purpose of this article shall mean the employee's base salary minus deductions for taxes, social security and IPERS.

The supplemental pay shall continue for three hundred sixty-five (365) calendar days, or until the employee has reached maximum medical improvement, whichever comes first. If a Worker's Compensation settlement is agreed upon and approved by order of a court of competent jurisdiction, the County shall provide no further supplemental benefit under the terms of this agreement.

The employee shall be entitled to a supplemental payment under this section in an amount that, when added to any Worker's Compensation benefit will result in the employee receiving total compensation greater than the average weekly net wage for the applicable period of time.

**ARTICLE 22
EFFECTIVE PERIOD**

This Agreement shall be effective July 1, 2022 and shall remain in full force and effect through June 30, 2023.

This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than September 15 of each year that it wishes to modify this Agreement.

In the event that such a notice or modification is given, negotiations shall begin no later than the first day of October following such notification, unless the parties otherwise agreed upon a later date.

This Agreement shall remain in full force and effect while negotiations are in progress.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 5 day of April, 2022.

**POTTAWATTAMIE COUNTY
BOARD OF SUPERVISORS**

By Jim Wickman
Chairman

By Frank Silvers
Member

By Chris [Signature]
Member

By [Signature]
Member

By [Signature]
Member

By _____
Member

**POTTAWATTAMIE COUNTY
TEAMSTERS, LOCAL 554**

By David W. [Signature]

Title Sec/Treas

By [Signature]

Title Business Representative

WAGE SCHEDULE – EXHIBIT "A"
DETENTION OFFICER

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
25.0000000	25.6250000	26.2656250	26.9222656	27.5953223	28.2852053	28.9923355	29.7171438	30.4600724	31.2215742	32.002113

