

AGREEMENT

BETWEEN

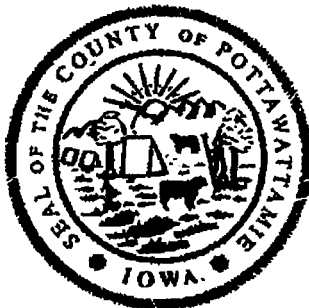
POTTAWATTAMIE COUNTY, IOWA

AND

LOCAL 2364, AMERICAN FEDERATION OF STATE,

COUNTY, AND MUNICIPAL EMPLOYEES

Courthouse Employees
AFSCME/Iowa Council 61



July 1, 2022

to

June 30, 2025

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Preamble

THIS AGREEMENT is executed by Pottawattamie County, Iowa, hereinafter called "Employer", and Local 2364, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called "Union".

ARTICLE 1 **Recognition**

Section 1. 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 dated May 3, 1994, in PERB Case No. 5020 and amended to-wit:

INCLUDED: Full and part-time employees in the County Attorney, Planning & Development, Auditor, Recorder, Building & Grounds, Treasurer and Mental Health departments which have incumbents in the following job classifications:

Receptionist	Maintenance Worker I
Secretary	Maintenance Worker II
Secretary II	Maintenance Worker III
Administrative Assistant	Recycling Attendant
Clerk I	Custodian
Clerk II	Account Clerk II
Account Clerk I	Legal Assistant
Tax and Deed Specialist I	Tax and Deed Specialist II

EXCLUDED: County Attorney, Chief Deputy County Attorney, Assistant County Attorney, Attorney, County Auditor, First and Second Deputies in the Auditor's, Recorder's and Treasurer's offices, Payroll/Benefit Specialist, Building & Grounds Superintendent, Director of Planning & Development, County Recorder, County Treasurer and all other employees excluded by Section 4 of the Act, and including or excluding those employees added or deleted to the bargaining unit by the Employment Relations Board during the effective period of this Agreement.

ARTICLE 2
Intent and Purpose

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

Section 2. The Employer, the Union and the 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 Pottawattamie County.

ARTICLE 3
Definitions

Section 1. A full-time employee is an individual who is hired for a period of forty (40) hours per week, or more.

Section 2. Appointing authority is defined as County officials who have the authority to appoint individuals to positions in the County service.

Section 3. A regular employee is an employee, other than a temporary employee, who has completed the introductory period.

Section 4. Except where the context clearly indicates otherwise, the word “employee” when used in this Agreement, shall be limited to mean “regular” employee.

Section 5. Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 6. Union, as referred to in this Agreement, shall mean Local 2364 of the American Federation of State, County and Municipal Employees, AFL-CIO.

Section 7. Employer, as referred to in this Agreement, shall mean Pottawattamie County, Iowa, acting through its Board of Supervisors, elected officials or other persons designated by the Board of Supervisors to act on its behalf.

Section 8. Bargaining until shall refer to the regular employees within the eligible job classifications pursuant to the Order of Certification in Case No. 5020 of the Iowa Public Employment Relations Board, as it may be amended from time to time.

Section 9. Board, as referred to in this Agreement, shall mean the Pottawattamie County Board of Supervisors.

Section 10. County, as referred to in this Agreement shall mean Pottawattamie County, Iowa.

ARTICLE 4
Management Rights

Section 1. 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, exclusively and without limitation to the Employer, to-wit:

- a) The right to manage the Employer's operations and to direct the working force;
- b) The right to hire employees;
- c) The right to maintain order and efficiency;
- d) 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;
- e) The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- f) The right to create, modify and terminate departments, job classifications and job duties;
- g) The right to transfer, promote and demote employees;
- h) The right to discipline; and the right to suspend or discharge employees for proper cause;
- i) The right to lay off;
- j) The right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work and the number of persons to be employed by the Employer at any time;
- 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 membership or non-membership in the Union.

Section 2. 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

Section 1. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and 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 possible cost. The Union, therefore, agrees to cooperate in the attainment of the 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 actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) That it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union and the public.

Section 2. The Employer will not interfere with the rights 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 parties will not discriminate against an employee because of an employee's support or non-support, or 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 operations of the Employer.

Section 3. For the purpose of conducting Union business, the Employer agrees that a duly authorized representative of the Union may have access to the Employer's premises at reasonable times during working hours with the prior consent of the supervisor. Such visits shall not interfere with the performance of the job duties of any employee.

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

Section 5. The Employer may permit a limited amount of legitimate Union activity, including new employee union orientation, by local Union representatives, provided that such activity does not interfere with the performance of the job duties of any employee or cause any employee to be away from his assigned place of work, and provided further that work load requirements will not suffer as a result of such activity. New employee union orientation will take place within the first two weeks of employment with the local union president or designee. When circumstances allow, the local Union representative shall request the amount of time off needed to conduct union activities, one (1) work day in advance. The request shall be made to the employee's immediate supervisor. The names of such authorized representatives shall be supplied to the Board of Supervisors, County Attorney, County Auditor, County Recorder and County Treasurer

in writing and updated as changes occur.

Section 6. The Employer agrees that if negotiation meetings are mutually agreed upon to take place during working hours, the Employer will allow one employee from each department represented time off to attend such meetings without loss of pay.

ARTICLE 6
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 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 operations of the Employer.

Section 3. 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 operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article or of Section 12 of the Act by the 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.

Section 5. In the events of a violation of any section above, all legal censures of the Act shall apply.

ARTICLE 7
Hours of Work

Work schedules are defined as an employee's assigned hours, day of week, days off and shift rotations. Schedule changes shall not be made for the purpose of avoiding overtime. Except for emergency situations, work schedules shall not be changed unless said changes are posted seven (7) days prior to the effective date of change. Such changes shall be made for the purpose of more effectively or economically carrying out the Employer's mission.

Overtime will be offered in a fair and equitable manner. Supervisors will not receive preferential treatment to choose overtime, however, understanding that at times, a supervisor may be called to address the situation rather than an employee, based on the nature of the request.

ARTICLE 8
Grievance Procedure

It is the policy of Pottawattamie County that employees should have an opportunity to present their employment-related complaints and to appeal adverse employment related decisions through a grievance procedure. The County will attempt to resolve promptly all disputes that are appropriate for handling under this policy.

Comments:

- (1) An appropriate grievance is defined as an employee's expressed dissatisfaction concerning any interpretation or application of an employment-related policy by their Department Head, immediate supervisor, or other employees. Examples of matters that may be considered appropriate grievances under this policy include:
 - (a) A belief that County policies, practices, rules, regulations, or procedures have been applied inconsistently to an employee;
 - (b) Treatment considered unfair by an employee;
 - (c) Alleged discrimination, for example, because of race, color, sex, sexual orientation, gender identity, age, religion, national origin, marital status, or disability; and
 - (d) Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, retirement, holidays, performance review, salary, or seniority.
- (2) Grievances shall be presented in writing on a form provided by the employer. The grievance will be processed until the employee is satisfied, does not file a timely appeal, or exhausts the right of appeal under the policy. A decision becomes binding on all parties whenever an employee does not file a timely appeal or when a decision is made in the final step and the right of appeal no longer exists. Time frames may be extended if agreed to by both parties.
- (3) Employees who believe they have an appropriate grievance should proceed as follows:

- (a) Step One — Promptly bring the complaint to the attention of the immediate supervisor within seven (7) calendar days from the date the action took place to cause the grievance. If the grievance involves the supervisor, then the employee may proceed directly to Step Two. The supervisor, if authorized should investigate the complaint or attempt to resolve it, and give a decision to the employee within seven (7) calendar days. The supervisor should prepare a written and dated summary of the grievance and proposed resolution for the employee's personnel file. If the employee is not satisfied with the response of the supervisor, the employee may proceed to Step Two.
 - (b) Step Two — Appeal the decision to the Department Head, if dissatisfied with the supervisor's decision, or initiate the procedure with the Department Head if Step One has been bypassed. This appeal must be made within seven (7) calendar days using the grievance form provided for this purpose. The Department Head will, in a timely fashion, confer with the employee, the supervisor, and any other employees considered appropriate; investigate the issues; and communicate a decision in writing to all the parties involved within seven (7) calendar days. If the employee is not satisfied with the response of the Department Head, the employee may proceed to Step Three.
 - (c) Step Three — Appeal the decision to the Board of Supervisors. This appeal must be made within seven (7) working days from the date a decision was rendered in Step One or Two. The Board of Supervisors will schedule an appeal hearing and will take the necessary steps to review and investigate the grievance. The Board of Supervisors will issue a written, final, and binding decision within seven (7) calendar days from the date of the hearing.
- (4) Final decisions on grievances will not be precedent-setting or binding on future grievances unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date the action took place to cause the grievance
 - (5) Information concerning an employee grievance should be confidential. Supervisors, Department Heads, and others who investigate a complaint may discuss it only with those individuals who have a need to know about it or who are needed to supply necessary background information or advice.
 - (6) Time spent by employees in grievance discussions with their Supervisor or Department Head during their normal working hours will be considered hours worked for pay purposes.

- (7) Employees will not be penalized for the proper use of the grievance procedure. However, it is not considered proper use if an employee raises complaints in bad faith or solely for the purposes of delay or harassment or repeatedly raises merit less disputes. Implementation of the grievance procedure by an employee does not limit the right of the County to proceed with any disciplinary action that is not in retaliation for the use of the grievance procedure. In addition, employees, supervisors and Department Heads are prohibited from retaliating against an employee who properly uses the grievance procedure.
- (8) The County may, at its discretion, refuse to proceed with any dispute it determines is improper under this policy. Further, this policy does not alter the employment-at-will relationship in any way.

ARTICLE 9
Health and Safety

No employee shall be required to perform work which they reasonably believe to be a hazard to their health or safety or that of any other employee, or for which they are inadequately trained. In cases where the employer disputes the existence of a hazard, the employee shall have the right to continue to refuse the work in question until the dispute has been settled through the grievance procedure.

ARTICLE 10

Wages

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

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% wage increase.

Section 2. The same compensation shall continue from year to year during the effective period of this agreement unless the party seeking modification shall cause a written notice to be served on the other party not later than October 1, of the year prior to the time when modification is desired. Accordingly, if a change in compensation is requested for the fiscal year beginning July 1st, notice must be given prior to October 1st.

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 preceding such Friday which is not a holiday.

Section 4. Employees hired after July 1, 2005 are required to have direct deposit of the employees bi-weekly paycheck and an electronic paystub will be sent to them via email or U.S. mail.

For those hired prior to July 1, 2005, the employee may have the option of direct deposit. Employees who choose direct deposit may have their pay stub emailed to them or sent to them via U.S. mail. Employees who do not direct deposit their paycheck may pick their paycheck up from the Auditor's office on paydays or they may choose to have their paycheck delivered to them via U.S. mail.

Section 6. Employees who are eligible for step increases shall receive the step increase effective July 1, 2022.

Section 7. The parties agree to reopen the contract and negotiate for wages only for 2023-2024 and 2024-2025.

ARTICLE 11
General Provisions

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 singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. 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, the Employer and the Union may agree to negotiate a substitute for the invalidated Article, section or portion thereof.

Section 3. This agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals 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 this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such 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.

Section 4. When existing rules, new rules and/or new or existing policies are changed or are established, they shall be posted prominently on all bulletin boards for a period of five (5) consecutive days before becoming effective. These work rules shall be reasonable and not conflict with any of the provisions of this Agreement. The Union shall initial the posting of rules and policies for notification purposes only.

Section 5. An employee or their designated representative, with written permission of the employee, shall have access to any material entered into the employee's personnel file by the Employer. In order to review the employee's personnel file, the employee or their designated representative must schedule an appointment with the Auditor's Office. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

Section 6. 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 eight (8) members, four (4) members selected by the Union and four (4) 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 representative will be in pay status for all time spent in Labor Relations Committee meetings which are held during their regularly scheduled

hours of employment.

Section 7. If an employee is requested to work in a higher rated job classification for a period exceeding five (5) consecutive working days, he/she shall receive at least the minimum hourly rate for the higher rate job classification effective on the sixth (6th) day that he/she so works, and shall be returned to his/her regular rate of pay upon completion of his/her temporary assignment.

Section 8. Time clocks may be used by departments located within the County Courthouse. The usage of time clocks shall be at the discretion of the department head. Upon request to the department head, employees and union representatives will be allowed to review time cards and corresponding payroll sheets submitted to the Auditor's office.

ARTICLE 12
Effective Period

Section 1. This agreement shall be effective July 1, 2022, and shall remain in full force and effect through June 30, 2025.

Section 2. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than October 1, of each year that it wishes to modify this agreement.

Section 3. 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 9 day of June 2022.

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL #3364, COURTHOUSE

BY: [Signature]
President

BY: [Signature]
Member

BY: Andrew W Smith
Member

BY: [Signature]
AFSCME/IA Council 61

BY: Jana Lemick
County Negotiator

POTTAWATTAMIE COUNTY
BOARD OF SUPERVISORS

BY: Jim Wickman
Chairman

BY: [Signature]
Member

BY: [Signature]
Member

BY: [Signature]
Member

BY: _____
Member

July 1, 2022

Step increases effective July 1, 2022

	STEP 1 START	STEP 2 END 1 YEAR	STEP 3 END 2 YEARS	STEP 4 END 3 YEARS	STEP 5 END 4 YEARS	STEP 6 END 5 YEARS	STEP 7 END 6 YEARS	STEP 8 END 7 YEARS	STEP 9 END 8 YEARS	STEP 10 END 9 YEARS	STEP 11 END 10 YEARS
GRADE 7	15.56	15.95	16.35	16.75	17.17	17.60	18.04	18.49	18.96	19.43	19.92
GRADE 8	Custodian 15.99	16.39	16.80	17.22	17.65	18.09	18.54	19.01	19.48	19.97	20.47
GRADE 9	16.46	16.87	17.29	17.73	18.17	18.62	19.09	19.57	20.06	20.56	21.07
GRADE 10	Recycling Center Operator 16.94	17.36	17.80	18.24	18.70	19.16	19.64	20.13	20.64	21.15	21.68
GRADE 11	Animal Control Officer I 17.44	17.88	18.32	18.78	19.25	19.73	20.22	20.73	21.25	21.78	22.32
GRADE 12	Treasurer Clerk, Clerk II-Recorder, Clerk II-BOH, PT Clerk II-Planning, Clerk II-Elections 17.93	18.37	18.83	19.30	19.79	20.28	20.79	21.31	21.84	22.39	22.95
GRADE 13	Certified Animal Control Officer 18.49	18.96	19.43	19.92	20.41	20.93	21.45	21.98	22.53	23.10	23.67
GRADE 14	19.05	19.53	20.02	20.52	21.03	21.56	22.10	22.65	23.22	23.80	24.39
GRADE 15	Account Clerk II, Account Clerk-Recorder 19.67	20.17	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18
GRADE 16	Maintenance Worker, Environmental Health Inspector I 20.25	20.76	21.27	21.81	22.35	22.91	23.48	24.07	24.67	25.29	25.92
GRADE 17	20.87	21.39	21.93	22.48	23.04	23.61	24.20	24.81	25.43	26.07	26.72
GRADE 18	21.49	22.03	22.58	23.15	23.73	24.32	24.93	25.55	26.19	26.84	27.51

*Note - Figures have been rounded for the purpose of this document.
Official hourly wage rates are calculated by the Auditor's office/Payroll Division