POTTAWATTAMIE CO. | DEPUTY SHERIFFS ASSN. 07-09

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PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT

between

POTTAWATTAMIE COUNTY, IOWA

and

POTTAWATTAMIE COUNTY DEPUTY SHERIFFS ASSOCIATION

July 1, 2007

to

June 30, 2009

1069

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Final

PREAMBLE

THIS AGREEMENT is executed by POTTAWATTAMIE COUNTY, IOWA, hereinafter called "Employer", and the POTTAWATTAMIE COUNTY DEPUTY SHERIFF ASSOCIATION, hereinafter called "Association".

ARTICLE 1
RECOGNITION

The Employer recognizes the Association 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. 5889, to wit:

> INCLUDED: Criminal Records Technician, Civil Clerk, Court Security Deputy, Civil Deputy, Road Deputy, and Corporal.
>
> EXCLUDED: Office Assistant, Sheriff, Chief Deputy, Lieutenants, Sergeants, Office Coordinator, 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 Association, 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.

The employer, the Association, 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
DUES CHECKOFF

The Employer shall deduct Association dues from the pay of employees under the following terms and conditions, to-wit:

a. Dues will be deducted only from the pay of those employees who have requested, in writing, that the Employer make such deductions.

b. Dues deductions may be terminated by any employee on thirty (30) days' written notice to the Employer; the employee shall give a copy thereof to the Association, but failure to do so does not affect the notice to the Employer.

c. The Association's President and Treasurer shall certify to the Pottawattamie County Auditor the amount of dues to be deducted from each paycheck.

d. The money deducted will be turned over to the Treasurer of the Association not later than ten (10) days after it is withheld.

e. The amount of dues to be deducted shall be changed no more often than once during the contract year.

It is expressly understood that the Employer assumes no liability and shall not be liable for the collection or payment to the Association of any dues during the time that an employee is not actually working for, and on the payroll of, the Employer. In the event of error on the checkoff list, the County will not be responsible to make adjustments until notified of the error by the Treasurer of the Association.

The Association shall indemnify and hold the County harmless against any and all claims, suits, orders and judgments brought or issued against the County as a result of any action taken or not taken under the provisions of this chapter.

ARTICLE 4
EQUAL OPPORTUNITY

The Employer and the Association agree to cooperate fully to assure that there will be no unlawful discrimination against any employee or person seeking employment because of race, creed, color, national origin, sex, or age and will afford equal opportunity in hiring the physically handicapped by using the Americans With Disabilities Act as its policy guide in adopting requirements of job positions to be filled.

ARTICLE 5
DEFINITIONS

Employees shall refer to all employees of the Sheriffs Office. Office shall mean the Sheriffs Office.

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

Part-time employees and temporary 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.

Introductory Employees.

a. Deputy Sheriffs. With regard to Deputy Sheriffs, an Introductory employee is an employee who has not successfully completed twelve (12) consecutive months of continuous service, unless said employee has attended a law enforcement academy or a regional training facility certified by the Director of the Iowa Law Enforcement Academy, in which case the Introductory period shall be six (6) consecutive months or until successful completion of the academy or training facility program, whichever is longer. During the Introductory period, such employee may be removed or discharged by the Sheriff without cause.

   This Introductory period for Deputy Sheriffs is in addition to any other introductory period an employee must serve, even if the employee has completed a different introductory period.

b. Other Employees. With regard to all other employees, an Introductory employee is an employee who has not successfully completed one (1) year of continuous service. During the introductory period, such employee may be removed or discharged by the Sheriff without cause.

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

Anniversary Date shall be the most recent date of hire with the Pottawattamie County Sheriff's Office.

Compensatory Time shall be an employee's chosen way for compensation of overtime worked in lieu of pay at the rate of one and one half (1½) times.

Continuous shift shall be a work schedule that allows for twenty-four (24) hour coverage.

ARTICLE 6
MANAGEMENT RIGHTS

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

g) the right to create, modify and terminate departments, job classifications and job duties;

h) the right to transfer, promote and demote employees;

i) the right to suspend and discharge employees for proper cause;

j) the right to lay off;

k) the right to determine the number of persons to be employed by the Employer at any time;

l) 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 Association.

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 7
ASSOCIATION RIGHTS AND RESPONSIBILITIES

The Association recognizes its responsibilities as the exclusive bargaining representative 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 Association, 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 support 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 Association and the public.

The Employer will not interfere with the right of its employees to become members of the Association. The Association will not interfere with the right of the employees to refrain from Association membership. There shall be no discrimination by the Employer or the Association because of membership or non-membership in the Association. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation, in Association affairs and activities. The Association agrees that neither it nor any of its officers or agents will engage in any Association activity which will interrupt or interfere with the operations of the Employer.

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

The Employer agrees to furnish and maintain bulletin boards or portions of bulletin boards, in convenient places, to be used by the Association. One (1) bulletin board shall be in the staff area for Road Deputies and one (1) in the staff area for Civil Deputies. The Association shall limit its posting of notices and bulletins to such bulletin boards and be responsible to monitor posting to insure no derogatory material toward the County, Sheriffs Department or Employees is posted. Derogatory information shall include but not be limited to cartoons, caricatures, political comments, political advertisements and unsigned material. The department reserves the right to recall any posted material it finds to be objectionable or inflammatory in nature.

The Employer may permit a limited amount of legitimate Association activity by local Association 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 Sheriffs' Department reserves the right to limit the number of employees involved and type of activity to be held.

ARTICLE 8
WORK STOPPAGE

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

The Association 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 Act by an employee, the Association 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 9
HOURS OF WORK

This Article is intended to set forth the normal work week and work schedule, but shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

The normal work week for employees, other than employees working a continuous shift, shall consist of forty (40) hours, Monday through Friday, and the normal work schedule shall be eight (8) hours. The scheduled hours of the Investigation Officer may vary from the normal work schedule, as required by the job, but shall consist of a forty (40) hour week.

The normal work schedule for employees working a continuous shift shall commence on a date to be set by the Employer, and thereafter shall continue on the following schedule, to-wit:

1) six (6) consecutive eight (8) hour workdays, followed by three (3) consecutive days off, then six (6) consecutive eight (8) hour workdays, followed by two (2) consecutive days off;

2) a repetition of the above schedule.

Employees shall receive, when possible, a thirty (30) minute lunch period scheduled by the Employer as nearly as possible at or near the middle of their scheduled workday. This thirty (30) minute period shall be a paid lunch period for continuous shift employees.

Employees shall receive, when possible, a fifteen (15) minute break at or near the middle of the first and last half of their scheduled workday.

Employees may combine the paid lunch break and the two (2), fifteen (15) minute breaks.

It is understood and agreed that the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is specifically understood and agreed that a second shift schedule or a split shift schedule may be necessary in the Civil Process Division, depending on the overtime situation. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and employee shall be required to work as scheduled by the Employer. The Employer shall give the Association five (5) days notice of any major change to the work schedule.

ARTICLE 10
OVERTIME

A. Overtime. Overtime shall be defined as any time properly authorized or approved by the Employer and actually worked in excess of eight (8) hours in any calendar days, or in excess of the employee's regularly scheduled work hours. 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.

B. Call Back Time. An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at one and one-half (1½) his regular pay or shall receive compensatory time unless such call back is one (1) hour or less prior to the employee's regular shift. Also, the minimum does not apply when an employee is ordered to work beyond the employee's regular shift. This shall include call back time for court appearance, provided that the employee is testifying because of circumstances arising out of his or her assigned work duties, and further provided that the employee has been ordered to testify by a Supervisor or is subpoenaed.

C. 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 forty-eight (48) 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. An employee who has accumulated forty-eight (48) hours of compensatory time shall be compensated for all hours in excess of forty-eight (48) hours.

ARTICLE 11
TRADE TIME

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 of two (2) hour blocks.

Trade time agreements shall be between employees within the same job classification, except that the Employer has the discretion to waive this requirement. Employees utilizing this agreement shall agree between themselves as to the payback conditions, except that the payback must be accomplished within sixty (60) days of their agreement. Such agreement 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 two (2) days 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 employees' immediate supervisors. In the event one or both of the supervisors are unavailable, the proper chain of command will be followed.

If a substituting employee fails to report for duty for any reason, it shall be the responsibility of the substituting employee to attempt to find a replacement employee. Should the substituting employee fail to find a replacement employee, any time lost will be deducted from the substituting employee's appropriate leave provision, and disciplinary action may be taken by the Employer.

ARTICLE 12
HOLIDAYS

Employees shall be granted 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.

For employees who do not work a continuous shift, the Employer shall determine the date on which the above holidays are to be observed. When any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday, and whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Employees who do not work a continuous shift shall be given the day observed as the holiday as a day off with pay at the straight time rate.

A continuous shift employee who works the actual holiday and not the county observed holiday shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for the actual number of hours worked or shall have the option to accrue four (4) hours of compensatory time. At the option of the employee, a continuous shift employee shall be paid or granted an additional day off within one hundred eighty (180) calendar days of the holiday as it falls on the calendar. The employee may request the additional day off within one hundred twenty (120) calendar days of the holiday. If the employee does not request the additional day off within one hundred twenty (120) calendar days, then the employee's supervisor has the authority to select a day off within the next sixty (60) days. Should the employee not use the holiday within this one hundred eighty (180) calendar day period, the employee shall be paid for the holiday at the straight time rate.

In the event that a holiday falls within an employee's vacation period, or in the event that a holiday occurs during an employee's bona fide sick leave, such employee shall receive holiday pay at the straight time rate. The employee will have the choice of either utilizing the holiday as vacation or sick leave based upon the employee's leave status. Should the employee decide to use either vacation or sick leave for said holiday, the employee would then receive an additional day off within one hundred eighty (180) calendar days of the holiday. When an employee requests time off, the employer shall provide a written copy of the approval or denial of that request to the employee or the employee's box as soon as possible.

Introductory employees will receive the designated holidays as regular employees.

ARTICLE 13
LEAVES OF ABSENCE

A. Sick Leave

Sick leave shall be used for personal illnesses and injury of the employee, including employees on the job injury or disability, subject to the provisions set out hereinafter. Illness and injury shall include but not be limited to examinations or treatments for medical, surgical, dental or optical problems that would render the employee unable to perform his/her duties in a normal manner.

An employee may utilize up to forty (40) hours of accumulated unused sick leave per calendar year for the care and necessary attention to ill or injured members of the employees immediate family. Immediate family for purposes of this section is defined as husband, wife, child, foster child, stepchild or parent.

The employee may be allowed to utilize up to two-hundred-forty (240) hours of their sick leave per contract year, if a serious health condition affects a member of the employee's immediate family as defined above. 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.

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 (1,040) hours. An Introductory employee will not be allowed sick leave until the employee completes six (6) months of continuous service, except as set out in paragraph 7 hereinafter, at which time such employee will be credited with the number of hours earned from the employee's date of hire.

Sick leave may be taken in one-quarter (1/4) incremental periods.

Except in cases of serious confining illness which are certified by a physician, sick leave will not be paid on the working day immediately preceding or following a holiday, unless the Employer is confident such sick leave is not being abused.

The Employer reserves the right to require a physician's certification for any 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. If the Employer elects to require a physician's certificate pursuant to this paragraph, the Employer shall so notify the employee at the time the employee notifies the employer that he/she is sick.

To be eligible for 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.

Upon retirement, resignation or death, an employee or the employee's beneficiary or estate shall be reimbursed for the employee's unused accumulated sick leave over eight hundred (800) hours in an amount not to exceed $2,500. Employee shall be paid for said unused accumulated sick leave at the employee's regular pay at the time of retirement, resignation or death.

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 ¼ 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 in order to arrange and attend the funeral of the employee's mother, father, wife, husband, son, daughter, foster child, stepchild, mother-in-law and father-in-law.

An employee, including an introductory employee, will be granted not to exceed three (3) days of paid leave in order to arrange and attend the funeral of the employee's brother, sister, brother-in-law, sister-in-law, grandparents, grandchild or the spouse's grandparents.

Any employee who has completed the Introductory period will be granted four (4) hours of leave without pay to attend the funeral of a close family friend, eight (8) hours 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.

C. Jury and Election Duty

Any regular employee selected for jury duty or to work at the election polls shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall receive his/her regular wages and shall turn over to the Employer his/her jury or election services fees.

An employee who is summoned for jury duty or to work at the election polls, but is not selected, or an employee who is released from jury duty or from work at the election polls with an hour or more remaining on the employee's shift, shall return to work immediately.

If an employee is called for jury duty or to work at the election polls, the employee shall promptly notify the employee's immediate supervisor and provide the supervisor with a copy of the jury or election poll summons.

D. Military Leave

All employees, other than employees employed temporarily, who are members of the National Guard, organized reserves, or any component part of the military, naval or air forces or nurse corps of the state or nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall be, when ordered by proper authority to active state or federal service, entitled to a leave of absence from their employment with the Employer for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. The Employer may make a temporary appointment to fill any vacancy created by such leave of absence, and may require documentation of such military service.

E. Voting Leave

Any employee, including an Introductory employee, required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

F. Maternity Leave/Paternity Leave

An employee anticipating a maternity leave may be entitled to a leave of absence without pay if she has exhausted her sick leave. An employee anticipating such leave shall notify the Employer as soon as possible of the anticipated date of birth.

The employee requesting maternity leave shall present a doctor's statement verifying when the employee's condition requires her to leave work and shall present a doctor's statement within ten (10) days following birth or miscarriage as to when the employee is able to return to work, and unless the employee returns to work within three (3) days of such date or any other date by reason of extension granted by the Employer based on medical grounds, the employee will be considered to have voluntarily resigned or retired.

Male employees shall be permitted to utilize sixty (40) hours of accumulated sick leave for the birth and/or care for a newly-born or newly-adopted child.

G. Leave of Absence Without Pay

A leave of absence without pay is a predetermined amount of work days off from work for whatever purpose, which has been requested by the employee and approved by the Employer in writing. The employee will be given a copy of the authorization. In order to be eligible for a leave of absence without pay the employee does not have to utilize all other paid leave; however the leave of absence shall be authorized at the Sheriff's discretion taking into account shift coverage. The leave of absence without pay shall be for a minimum of thirty (30) calendar days and shall not exceed one (1) calendar year. The Sheriff may approve a deviation from these time periods provided the employee's reason for requesting a leave of absence without pay is required by a medical condition. The employee shall submit a certificate from the employee's attending physician or practitioner or submit to a medical examination.

Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when he/she left, provided that during such period, no employee shall earn sick leave, vacation leave or other leave.

In the event an employee fails to return to work at the end of any such leave, he/she shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

During a leave of absence without pay, the employee:

a) must pay group hospital premiums falling due during any month the employee is not on the payroll;

b) must pay premiums for coverage under any group life insurance plan;

c) shall not receive any other job benefits during the period of absence;

d) shall not acquire additional seniority during said leave; and

e) shall not work uniformed secondary employment.

When an employee requests time off, the employer shall provide a written copy of the approval or denial of that request to the employee or the employee's box as soon as possible.

ARTICLE 14
VACATIONS

Every employee shall be eligible for paid vacation time after one (1) year 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:

Employment Requirements	Vacation Period
After 1 year of continuous service	80 hours per year
After 6 years of continuous service	120 hours per year
After 15 years of continuous service	160 hours per year

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 preceding the employee's vacation period.

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

Vacations shall be granted at the time requested by the employee, 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. 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. If the work load permits vacation, but the number of persons on vacation must be limited, seniority based on the date of hire shall govern. Any request for vacation submitted on or before March 1 shall be allocated by seniority based upon date of hire of the employee. Any requests made for vacation after March 1 shall be allotted on the first come first serve basis with seniority having no impact. If the work load permits vacation, but the number of persons on vacation must be limited, seniority based upon the date of hire shall govern. When an employee requests time off, the employer shall provide a written copy of the approval or denial of that request to the employee or the employee's box as soon as possible.

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, determined 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 it 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 pay.

c. No employee shall be entitled to vacation pay in lieu of vacation.

d. Up to one hundred sixty (160) hours of vacation may be carried from one year to the next only if the employee gives written notification of the employee's intent to carry over vacation hours to the Sheriff or Chief Deputy on or before December 15 of each calendar year. If hours are carried over to the following year, they must be used on or before June 30 of the following year or they will be forfeited.

ARTICLE 15
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.

Step 1:

1. An employee shall submit a written grievance to the Sheriff, Chief Deputy, Lieutenants or Office Coordinator with a copy provided to the Association President within fifteen (15) calendar days the employee knew or should have known of the grievance. The written grievance shall be time stamped and signed by the Sheriff or his designee to indicate the date it was received by the Sheriff or his designee.
2. The Sheriff or his designee shall respond in writing to the grieving employee with a copy provided to the Association President within fifteen (15) calendar days from the date of receipt of the grievance. The Sheriff or his designee shall time stamp the response and the grieving employee or the Association President shall sign by the time stamp or it shall be served upon the employee by a Deputy.

Step 2:

a. If the grievance is not resolved to the employee's satisfaction, the employee may, within ten (10) calendar days of the response's time stamped date, file a written request for arbitration with the Sheriff or his designee. The written request for arbitration shall be time stamped and signed by the Sheriff or his designee to indicate the date it was received by the Sheriff or his designee.
b. The parties shall meet within ten (10) calendar days to select a mutually agreed upon arbitrator. If an arbitrator cannot be agreed upon, then either party may contact the Iowa Public Employment Relations Board (PERB) to request a list of five (5) arbitrators.
c. The parties shall meet within five (5) calendar days of receipt of the arbitrator list from PERB to select an arbitrator. Each party shall strike two (2) names from the list, with the party requesting arbitration to have the first strike.

The time limits shall be strictly construed as to both parties, except as mutually agreed upon by both parties in writing. Failure to comply with the time limits by an employee shall result in a forfeiture of the grievance. Failure to comply with the time limits by the employer shall result in an unconditional acceptance of the employee's remedy requested in that step.

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 fifteen (15) 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 in writing. The decision of the arbitrator shall be final and binding on both parties.

An employee shall have the option of filing a claim or complaint under either this Article or under Civil Service, but not both.

An aggrieved employee shall have the right to process his or her grievance individually, by the Association and/or by an Attorney at Law. If the employee processes the grievance individually or by their own Attorney, then the Association shall have the authority to join in the grievance at any step in the grievance process. Additionally, the Association shall be authorized to present a common grievance to the employer on behalf of a group of Association members.

If a grievance is not resolved in the first step and goes to an arbitrator for a decision, then the fees and expenses of the arbitrator shall be borne by the losing party. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

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 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 Association.

ARTICLE 16
SENIORITY

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

Seniority within a job classification shall be retroactive for all current employees of the bargaining unit.

New employees shall be added to the seniority list from their date of hire after completing the introductory period.

The seniority list for employees shall be maintained by the Employer and renewed and posted on employee bulletin boards every six (6) months. A copy of the seniority list shall be made available upon request by the Association. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) working days. A seniority list for job classification 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. Classifications for the seniority list shall be:

1. Criminal Records Technician
2. Civil Clerk
3. Court Security Deputy
4. Civil Deputy
5. Road Deputy
6. Corporal

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.

For shift biding purposes, if a Corporal or an Investigator voluntarily or involuntarily returns to the job classification from which he/she was appointed, then he/she shall retain his/her combined seniority in the classifications of Corporal or Investigator and the job classification from which he/she was appointed. If a Corporal or Investigator is assigned to work within a different classification from where he/she was appointed and/or assigned, then the Corporal or Investigator still retains the seniority yet ceases to accrue seniority within the old classification. The Corporal or Investigator would then start accruing seniority within the new classification.
Seniority gained within a classification shall not be lost in moving between classifications but shall be maintained in the event the employee returns to that classification.

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

An employee who is promoted to a position outside of the bargaining unit and subsequently returns to a position within the bargaining unit shall be given full credit for the service earned prior to his/her promotion and additionally will be credited with the earned service to his/her promoted position after he/she had fulfilled the Introductory period. Seniority will be the total amount of service spent in both the bargaining and promoted positions and may be used accordingly where seniority is referred to in this contract. If an employee returns to a bargaining unit position between the 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 17
PROCEDURES FOR STAFF REDUCTION

In the event the Employer determines that employees must be laid off, the Association shall be notified in writing within ten (10) administrative working days after the determination. Employees shall be laid off as follows:

a) Employees with two (2) years of seniority or less within the job classification affected shall be laid off first, layoffs of such employees shall be in order of seniority; 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 Association officer shall be present during all of the decision making meetings and decision making process of the administration concerning staff reductions.

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. An employee shall report to work within one hundred twenty (120) hours after notice of recall is received or within one hundred sixty-eight (168) hours after notice of recall is mailed, whichever is lesser, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said effective date.

ARTICLE 18
WORKING OUT OF CLASSIFICATION

If an employee is requested to work in a higher rated job classification on the wage schedule for a period exceeding ten (10) consecutive working days, he/she shall receive at least the minimum hourly rate for the higher rate job classification for all hours actually worked out of classification, and shall be returned to his/her regular rate of pay upon completion of his/her temporary assignment.

ARTICLE 19
INSURANCE

The Employer shall provide a group health insurance plan for employees, including Introductory employees.

For the contract year beginning July 1, 2007 and ending June 30, 2008, the Employer shall contribute all of the premium cost of single coverage group health insurance in excess of twenty-five dollars ($25.00) per month for those employees, including introductory employees, who wish to enroll in group health insurance and all of the premium cost of family coverage group health insurance in excess of one-hundred dollars ($100.00) per month which shall be paid by employees who wish to enroll their dependents in the group health insurance plan including the introductory employees.

For contract period July 1, 2007 and ending June 30, 2008, the health care benefits for affected employees are referenced in Appendix B, the PPO Plan attached to this contract, or at least its equivalent.

For the contract year beginning July 1, 2008 and ending June 30, 2009, the parties agree that the Board of Supervisors may elect to reopen the contract for wages and insurance if the PPO health insurance premium rate increase exceeds twelve percent (12%) for the same coverage. If the premium rate increase is twelve percent (12%) or lower, the county shall maintain the health care program and benefits as outlined in Appendix B for the 2008/2009 contract year and the employee shall maintain the contribution level as indicated above.

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.

The employer shall provide, at no cost to the employee, a group term life insurance plan in the amount of ten thousand dollars ($10,000.00) with ten thousand dollars ($10,000.00) of additional accidental death and dismemberment insurance. The accidental death and dismemberment insurance policy also includes an additional ten thousand dollar ($10,000) benefit if seat belts were worn for a death in a car accident.

The employer shall provide, at no cost to the employee, a long term disability insurance plan, with a one hundred and eighty (180) calendar day waiting period. The plan shall pay sixty percent (60%) of the employee's gross base monthly salary, exclusive of commissions, bonuses and overtime compensation, for a maximum of Five Thousand Dollars ($5,000.00) per month.

The Employer shall provide, at no cost to the employee, a dental insurance plan as referenced in Appendix C of this contract for the contract year beginning July 1, 2007 and ending June 30, 2009. Employee's choosing dependent coverage shall contribute an amount not to exceed seventeen dollars ($17.00) per month.

ARTICLE 20
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.

The Association 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 relating thereto.

Equipment furnished by the Employer shall be used properly and the 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 or replacing 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 establish a probable cause drug testing procedure for employees. The Union will be consulted regarding this procedure prior to its implementation.

The Employer and the Union mutually agree to adhere to the Random Drug Testing policy dated September 9, 2004. The Union will be consulted regarding any changes to this policy prior to implementation.

Bullet proof vests shall be provided by the Employer and handled through the Sheriff's Standard Operational Procedure (SOP) and that vests will be issued on a staggered schedule and replaced by the Employer as needed.

ARTICLE 21
UNIFORMS

The County shall furnish uniforms to each full-time and introductory employee.

Employees may be reimbursed as follows:

Eyeglasses/contact lenses	reimbursement in full
Watch	Up to $100.00
Clothing	Up to $100.00

Each full-time bonded deputy shall be given a uniform allowance of $600.00 per contract year for purposes of furnishing them with standard equipment. For the contract year beginning July 1, 2005 and ending June 30, 2006, each full-time Criminal Records Technician and Civil Clerk shall be issued by the county three (3) pairs of pants and three (3) shirts, either long sleeve or short sleeve. For the contract year beginning July 1, 2006 and each year thereafter, each full-time Criminal Records Technician and Civil Clerk shall be given a uniform allowance of one hundred fifty dollars ($150.00) per contract year for purposes of purchasing additional clothing. Failure to use this allowance will cause the forfeiture of the same. The purchase of standard equipment requires prior authorization from the employer's representative.

ARTICLE 22
WAGES

Employees shall be compensated in accordance with the Wage Schedule attached hereto, marked Exhibit A, and incorporated herein by this reference.

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.

Employees promoted to another job classification having a higher pay grade shall be brought to the entry step of the new pay grade, or to a step on the pay grade which would be equivalent to a one (1) step pay increase.

For the contract year beginning July 1, 2005 and ending June 30, 2006, all Court Security Deputies, Civil Deputies and Deputies who are Investigators who are also Field Training Officers (FTO) shall be compensated with an additional Sixty-Five Dollars ($65) per pay period for each pay period or the majority of each pay period that the employee is a FTO.

For the contract year beginning July 1, 2005 and ending June 30, 2006, all Road Deputies who are also Field Training Officers (FTO) shall be compensated at the rate of one dollar twenty-five cents ($1.25) per hour for time spent as a FTO.

For the contract year beginning July 1, 2006 all Field Training Officers (FTO) shall be compensated at the rate of one dollar seventy-five cents ($1.75) per hour for the time spent as a FTO.

ARTICLE 23
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 the Employer and the Association shall agree to negotiate a substitute for the invalidated Article, section or portion thereof.

This Agreement constitutes the entire agreement between the parties with the exception that this Agreement may be supplemented or modified by the written consent of both parties in documents referred to as Memorandums of Understanding. The modified or supplemented terms outlined in a Memorandum of Understanding shall be a change of this Agreement only until the effective date of the next negotiated 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 Association, 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 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 24
JOB AND SHIFT BIDDING

Any new or vacant regular full-time positions will be posted for bid within thirty (30) days of establishment or vacancy. The Employer will determine when a vacancy occurs.

The posting shall be for a period 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 (e.g., applicant shall be a trained traffic investigator with at least three (3) years of patrol experience). Positions will be awarded within the ten (10) days of the closing of the bids for deputies within their job classifications. Positions shall be assigned by seniority. Investigator's positions shall be assigned as determined by the Sheriff.

In the event a position remains vacant due to employees not bidding, the Sheriff shall determine who will fill the position and take appropriate action to fill the vacancy.

Positions awarded shall be subject to a sixty (60) day Introductory period during which time the employee will be required to satisfactorily learn and perform the duties of this position. If the employee fails to satisfactorily learn and perform the position within this period, the employee will be disqualified from such position and will be transferred back to his/her former position.

The parties agree that no bidding will be required for temporary positions and/or assignments. If a temporary position extends beyond forty-five (45) days, the Association will be consulted.

All bidding for shifts shall occur between December 1 and December 7 of each year for shift changes beginning January 1 of the following year. Shifts shall be awarded by seniority as set forth in Article 16. The Sheriff or his designee shall notify those persons affected by shift changes no less than seven (7) days before the change takes place.

ARTICLE 25
DISCIPLINE AND DISCHARGE

Employees shall not be disciplined and discharged without just cause. Unsubstantiated anonymous complaints shall not be used as a sole basis for discipline. If only a first name is given, this shall be treated as an anonymous complaint.

A. Definitions

Private Citizen is an individual not in the employ of the Pottawattamie County Sheriff's Office.

Formal complaint is a written report by a private citizen alleging misconduct by a Pottawattamie County Sheriff's office employee against that citizen while the employee is engaged in his official duties.

Anonymous complaint is a complaint made by a private citizen either in writing or verbally wherein the private citizen refuses to give their full name.

Third party complaint is a complaint made by a private citizen alleging misconduct of an employee while engaged in his official duties and the private citizen has no first hand knowledge of the misconduct.

Punitive action is defined as any action which may lead to dismissal, demotion, suspension, reduction in salary, written or verbal reprimand or transfer for purposes of punishment.

B. Citizen Complaints

A private citizen wishing to make a formal complaint shall be required to sign a complaint specifying the alleged misconduct.

The Pottawattamie County Sheriff's Office may receive informal complaints, third party complaints or other complaints as information to be processed on an individual basis.

C. Procedures

Complaints by citizens against employees shall be handled in the following manner:

1. The employee receiving a complaint from a private citizen shall immediately file a report or complaint to his immediate supervisor, unless the complaint is against the employee's immediate supervisor, at which time the employee shall file the complaint with the next highest level in the chain of command. The employee

shall only file a report or complaint if the private citizen makes a formal complaint.

2. The complaint shall include the following information: Complainant's name, address, telephone number; what actions or lack of actions brought about the filing of the complaint; date, time, and place of occurrence of the incident; how the complaint was received by the employee; date and name of the employee receiving the complaint; and any witnesses to the incident.

3. The Sheriff or Chief Deputy may assign investigations of complaints to appropriate persons.

4. If there should be any doubt by a supervisor as to what course of action he should take in a particular case, he shall obtain all possible facts and submit them to the Sheriff, who shall determine the action to be taken.

5. Upon receipt of a complaint by a supervisor, he shall proceed in the following manner: If the complaint is minor, such as an employee's attitudinal behavior, he may issue a verbal reprimand. If the complaint is of a more serious nature, he may relieve the employee to present himself at the Sheriff's Office at 9:00 a.m. the next duty day, and will prepare a report of all facts and circumstances involving the incident, to be available to the Sheriff at 8:00 a.m. the next day.

6. The Sheriff may classify the report as:

   a. Unfounded - investigation indicates that the act or acts complained of did not occur or failed to involve department personnel.

   b. Exonerated - incident did occur but the act or acts were justified, lawful and proper.

   c. Not sustained - investigation failed to discover sufficient evidence to clearly prove or disprove the allegation made in the complaint.

   d. Not involved - investigation establishes that the individual subject to this complaint was not involved in the alleged incident.

   e. Founded - investigation reveals allegations to be substantiated.

7. The Sheriff shall review all facts presented in the reports. He may review the employee's record prior to making a determination of the action to be taken. The Sheriff may then take any of the following disciplinary measures:

   a. Oral reprimand - administered by a supervisor of the offender. A report shall be filed by the officer giving the reprimand and shall contain when, where, by whom and the substance of the reprimand which shall be placed in the personnel file of the employee.

   b. Written reprimand - a copy shall be given to the offender receiving the disciplinary action. A copy shall also be filed in the employee's personnel folder.

   c. Suspension - suspended for a specific number of days.

   d. Demotion - in rank.

   e. Dismissal - removal from active duty for cause.

8. Complaints against employees by other employees shall be handled in the same manner as set forth above.

9. Should an employee be charged with a deliberate violation of department rules, policy, procedures or some more serious offense or infraction, the employee's immediate supervisor may relieve him from duty immediately, subject to review by the Sheriff.

D. Disciplinary action that may be taken by each level of command.

1. Corporal - May give oral reprimands for minor infractions; invoke relief from duty procedure if warranted.

2. Sergeant - may give oral reprimands for minor infractions, give written reprimands, initiate an investigation, invoke relief from duty procedure if warranted.

3. Lieutenant - may give oral reprimands, give written reprimands, recommend investigations, and make written recommendations to the Chief Deputy or Sheriff.

4. Chief Deputy - may give oral reprimands for minor infractions, written reprimands for minor or major infractions, initiate an investigation, turn back an investigation started at a lower level, invoke relief from duty procedure if situation warrants, suspend an employee for any length of time, and when required, demotion.

5. Sheriff - may give oral reprimands for minor infractions, written reprimands for minor or major infractions, suspend the employee for any length of time, dismiss the employee from service for cause, and when required, demotion.

E. Employee Bill of Rights

When an employee is under investigation or subjected to being interviewed by his immediate supervisor or any other authorized representative of the Sheriff's Office, which could lead to punitive action, the employee shall be entitled to the following protection:

1. Employees and the Pottawattamie County Sheriff's Office shall not solicit any formal citizen's complaints against any employee. Solicitation shall not be construed to mean any follow up of a formal complaint, an anonymous complaint or a third party complaint.

2. An employee shall not be subjected to offensive language, nor be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the employee be intimidated in any other manner. No promises or rewards shall be made to the employee as an inducement to answer questions.

3. Any investigation concerning the conduct of an employee, which conduct is allegedly either off duty or on duty shall be initiated only with the approval of the Sheriff.

4. An accused employee shall be informed of the nature of the investigation at the time of the interview by the Sheriff or his designee.

5. When possible, all interviews shall be conducted at a reasonable hour and when the employee is on duty, and if conducted during off duty time, the accused employee shall be compensated in accordance with overtime procedures.

6. The interview session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated.

7. Unless agreed to by the accused employee, the County shall not divulge the reason for any disciplinary action that is not appealed beyond the Sheriff's Office. The Sheriff's Office shall make every reasonable effort to insure that no employee's home address, home telephone number or photograph is released to the news media or to the public.

8. An accused employee shall be permitted to have an attorney, Pottawattamie County Deputy Sheriff's Association representative or both present during the interview.

9. Any audio, visual, electronic or other recordings that are made of the interview proceedings shall be given to the accused employee, at no cost to the employee.

10. The employee shall be informed prior to the interview the names of all persons other than Sheriffs Office personnel that will be present during the interview.

11. No employee shall have any comment adverse to his interest entered in his personnel file without the employee having first read and signed the instrument containing the adverse comment indicating that he is aware of such comment, except that such entry may be made if after reading such instrument the employee refuses to sign, that fact shall be noted on that document, and initialed or signed by such employee.

12. An employee shall have thirty (30) days in which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to and shall accompany the adverse comment.

13. The above shall not be construed to restrict management rights to speak with or briefly question employees on verbal or informal complaints of citizens if this questioning may lead to an expedient end of the complaint. Nor shall it restrict internal investigations brought about by shift supervisors. However, should a citizen make a formal written complaint or should a brief investigation uncover facts that may lead to a formal or major investigation or interview, then the procedures set forth above and in subsection C shall be followed.

ARTICLE 26
CANINE PAY

Canine handlers will be given thirty (30) minutes of on-duty time, each scheduled duty shift, to provide for the care and grooming of an assigned canine or time and one-half (1½) for hours worked past the regular scheduled shift hours. The Sheriff shall determine whether the employee will be provided the thirty (30) minutes of on-duty time or the care and grooming will be completed after the employee's regularly scheduled work shift.

Canine handlers will receive thirty (30) minutes at one and one-half times their regular rate of pay which shall be converted to compensatory time for each scheduled day off, vacation, holiday or sick leave, for the care and grooming of the canine.

Procedures and regulations regarding the above shall be in accordance with the Sheriff's Canine Policy.

ARTICLE 27
LIGHT DUTY

The Sheriff may allow an employee to return to work on a "light duty" basis if the employee has a physician's statement that releases the employee with limitations and/or restrictions. The light duty policy will be in accordance with the following criteria:

1. If there is a light duty position or work duties available within the Sheriffs Department that satisfies the restrictions set forth by the physician, the employee will be assigned to said position or duties.
2. If there is a light duty assignment available outside of the department that satisfies the restrictions set forth by the physician and the criteria set forth by the Sheriff's Office, the employee may be assigned by the Sheriff to said position.
3. Light duty is not meant to be a permanent work arrangement and no permanent light duty positions are available.

The placement of an employee on light duty will be evaluated after thirty (30) days. The continuation of light duty will be based upon the health condition of the employee, as verified by a physician, and the staffing needs of the facility.

ARTICLE 28
LONGEVITY

Longevity pay shall be paid according to the following schedule:

Upon completion of the 5th year through the 9th year - each full-time employee shall receive $.26 per hour.

Upon completion of the 10th year through the 14th year - each full-time employee shall receive $.46 per hour.

Upon completion of the 15th year through the 19th year - each full-time employee shall receive $.92 per hour.

Upon completion of the 20th year - each full-time employee shall receive $1.38 per hour.

ARTICLE 29
SHIFT DIFFERENTIAL

Employees who work the 4:00 p.m. to midnight shift shall be paid an extra incentive of $.50 (fifty cents) per hour. Employees who work the midnight to 8:00 a.m. shift shall be paid an extra incentive of $.60 (sixty cents) per hour.

Effective July 1, 2008, employees who work the 4:00 p.m. to midnight shift shall be paid an extra incentive of $.60 (sixty cents) per hour. Employees who work the midnight to 8:00 a.m. shift shall be paid an extra incentive of $.70 (seventy cents) per hour.

ARTICLE 30
EDUCATIONAL REIMBURSEMENT

The County Educational Assistance Program is provided as an incentive for employees to further their education and development. This incentive is provided through partial financial reimbursement. The course(s) must, in the Sheriff's determination, be law enforcement related or deemed job related by furthering the employee's skills and/or knowledge in his/her present job or in a future position with the Sheriff's office. Participation in the program does not guarantee the employee a promotion and/or pay increase.

The employer will reimburse full-time employees who have completed, their introductory period, fifty percent (50%) of tuition for courses at an accredited educational institution that have been approved by the Sheriff or his designee prior to enrollment in the class up to a maximum of One Thousand One Hundred Dollars ($1100) per fiscal year. Only tuition will be reimbursed, not books, lab fees, parking or other miscellaneous fees. Employees shall attend courses during their off duty hours only. The employee must successfully complete the course with a grade of "C" or better to receive reimbursement.

In order to be eligible to receive this benefit, an employee must complete the applicable request form and submit it to the Sheriff or his designee for approval no less than thirty (30) days prior to the start of the course. Upon completion of the course the employee must submit a copy of the grade(s) and the tuition costs to the employer within sixty (60) days in order to receive reimbursement. The County shall issue the employee a check for the reimbursement amount within forty-five (45) days of the employee's submission of grades and tuition costs. In the event the employee withdraws from the class prior to the completion of the class or fails to obtain at least a "C" grade, the Employer is not responsible for any reimbursement for the educational benefit.

Employees who terminate their employment with Pottawattamie County and have received educational reimbursement within the past twelve (12) months shall reimburse the County for the total amount of dollars the employee received under educational reimbursement within the past twelve (12) months. It shall be the responsibility of the Sheriff to notify the Auditor's Office prior to the issuing of the employee's final paycheck as to whether or not the employee is required to reimburse the County for funds spent on educational reimbursement. This policy does not apply to required continuing education for County positions.

ARTICLE 31
SECONDARY EMPLOYMENT

Because of the nature of employment as law enforcement officers, the Department reserves the right to pass judgment on and regulate employees off duty uniformed activities. If employees wish to participate in off duty uniformed employment, they must request permission to do so each year. The following general guidelines apply in this area:

1. Employees shall not engage in off duty uniformed employment which is clearly in conflict with their on duty employment.

A. Definitions

Off Duty Uniformed Employment is defined as any compensation time while the employee is wearing the uniform or badge of authority of the Pottawattamie County Sheriff's Office, while off duty and the compensation is issued by anyone other than Pottawattamie County.

Conflict of Interest is an action by the employee while working off duty uniformed employment which is illegal, compromises the employee's on duty authority or causes a conflict with Departmental guidelines for the benefit of the off duty employer.

B. Policy for Off Duty Uniformed Employment

Employees may engage in off duty uniformed employment upon completion of their introductory period.

C. Guidelines for Off Duty Uniformed Employment

Employees cannot seek another job with any of the following:

a. Business whose primary function is to serve alcoholic beverages.
b. Private detective agency.
c. Bail bond agency.
d. Vehicle towing business.
e. Bill collection or credit collection agency.
f. Motor vehicle accident investigation, or related areas business.

D. Procedures for Approval of Off Duty Uniformed Employment

Department approval is required before an employee can begin work at off duty uniformed employment. The following are the procedures for requesting Department approval:

a. Complete a secondary employment form and submit it to the Chief Deputy or his designee.
b. The Chief Deputy or designee may grant approval, grant approval with conditions, or deny the request.
c. If conditions are included on any approval, they will be placed on the request for secondary employment form, and shall be followed or the approval will be considered invalid.
d. Employees shall receive a copy of any approved, approved with conditions or disapproved request for secondary employment form.

E. Temporary Approval of Off Duty Uniformed Employment

If there is not enough time for a full review of the request before the starting date of the secondary job, the Chief Deputy or designee may grant temporary approval. If temporary approval is granted, the request form shall be submitted for full approval as set out in the above sections within four (4) calendar days.

F. Reviews of Secondary Employment

1. Employees must give written notification to the Chief Deputy or designee of any changes in the secondary job.
2. Secondary employment may be reviewed at any time. These reviews are to ensure:

   a. That the secondary job is not inconsistent with the duties as an employee of the Sheriff's Office.

   b. That the job duties performed at the secondary job are not in conflict with any conditions which may have been given along with the Department's approval.

   c. That an employee's performance of their official duties is satisfactory.

G. Renewing Secondary Employment

Secondary employment requests must be renewed every year. All renewals must be submitted by February 15th of each calendar year or as soon as practical for seasonal employment. Employees are to submit a secondary employment form and check the renewal box.

ARTICLE 32
INJURED ON DUTY POLICY

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 not 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 33
ATTENDANCE

In order to ensure that the Pottawattamie County Sheriff's Office provides the appropriate and timely response to the citizens of Pottawattamie County, it is the policy of Pottawattamie County to require employees to report for work punctually and to work all scheduled hours and any required overtime. Excessive tardiness and poor attendance disrupt work flow and service to the taxpayers of Pottawattamie County and therefore can not be tolerated.

Definitions:

Unauthorized Absence:
An absence is considered to be unauthorized if the employee has not followed proper notification procedures or the absence has not been properly approved.

Tardy:
A tardy is defined as reporting to work after the designated start time at the beginning of the work shift or reporting to work late after designated lunch and break times.

Sick Leave Abuse:
Sick Leave Abuse means the utilization of sick leave for unauthorized purposes or the misrepresentation of the actual reasons for charging an absence to sick leave. This may include a chronic or patterned use of sick leave. Supervisors will document all sick leave absences on a Sick Leave Usage Control calendar in order to assist with the identification of potential sick leave abuse. Indications of sick leave abuse may include but are not limited to the following:

a) Patterned use of sick days or unpaid leave the day before, or the day after, regularly scheduled days off.

b) Patterned use of sick leave or unpaid leave the day before, or the day after, a holiday.

c) Patterned illness on Holidays for which the employee is scheduled to work.

d) Patterned use of sick leave on days that have been submitted for time off and have previously been denied.

e) Patterned use of sick leave or unpaid leave on the same day of the week, or month.

f) Patterned use of sick leave or unpaid leave on, or the day after, payday.

Pattern use shall be considered any three (3) or more occurrences of any one of the above or determined events in a rolling calendar year.

Procedure:

1. Employees are expected to be engaged in carrying out their duties during all scheduled work time and must be ready to begin working at their scheduled starting time.

2. Employees must notify their supervisor as far in advance as possible whenever they are unable to report for work, know they will be late, or must leave early. The notice should include a reason for the absence and an indication of when the employee can be expected to report to work. Failure to notify the supervisor of any absence may result in loss of compensation during the absence and may be grounds for disciplinary action.

3. When an employee calls to report an absence due to illness, the supervisor will acknowledge the telephone call. Approval or denial will be administered when the employee leave records are calculated for payroll purposes. In the calculation of hours, sick leave hours will be used first. Vacation hours, if approved will be used in the event sick leave is exhausted. Compensatory time, if approved, will be used in the event that vacation is exhausted. Holiday time, if approved, will be used in the event that compensatory time is exhausted. If the employee has utilized all paid leave, the employee's leave will not be compensated.

4. Employees shall utilize appropriate paid leave if the time missed exceeds five (5) minutes after starting time or before quitting time. In the calculation of hours, vacation hours will be used if the missed time exceeds one (1) hour. In the event time missed is less than one (1) hour, compensatory time will be used. If the employee has utilized all appropriate paid leave, the employee's pay will be deducted.

5. Employees who are delayed in reporting for work by thirty (30) minutes or more and who have not notified their supervisor in advance of their scheduled start time of their expected tardiness may lose their right to work the balance of the work day. Employees, who lose their right to work the balance of the work day, may utilize accumulated vacation, compensatory, or holiday leave if available. In addition, employees who report for work without proper equipment or in improper attire may not be permitted to work. Employees who report for work in a condition considered not fit for work, whether for illness or any other reason, will not be allowed to work and will be allowed to utilize appropriate accumulated leave.

6. Employees are generally expected to report for work during inclement weather conditions if Pottawattamie County does not declare an emergency closing. If Pottawattamie County closes the courthouse due to a weather emergency, essential personnel, as designated by the Sheriff are required to report for duty as scheduled.

7. Employees will not be required or permitted to work any period of time before or after scheduled starting or quitting times for the purpose of making up time lost because of tardiness or unauthorized absence.

8. Employees must submit a written memo to their supervisor after being tardy to give an explanation of the circumstances surrounding their tardiness. The supervisor should record the information and forward all documentation to the Chief Deputy.

9. Employees who are absent from work for three (3) consecutive days without giving proper notice will be considered as having voluntarily resigned. At the expiration of those three days, Pottawattamie County will formally note the resignation and advise the employee of the action by certified mail to the employee's last known address.

10. It is incumbent upon the supervisors to report observed patterns and frequency of tardiness and the use of sick leave or unpaid leave by their employees.

11. Employees of the Sheriff's Office shall be subject to disciplinary action for tardiness and/or sick leave abuse. The Sheriff's Office shall utilize a "No-Fault" point system in regard to these absences. The goal of this policy is to make employees more aware of their attendance and to discipline employees who have poor attendance including tardiness, patterned use of sick leave or sick leave abuse.

    A. Employees will be charged points for absences in accordance with the following:

    - Each late in (tardy) or early out, 5 minutes or more — ½ point
    - 3 late in (tardy) or early outs of 2-4 minutes within a pay period. — ½ point
    - Each sick leave absence — 1 point
    - Each "no show" for work — 5 points

    Employee shall be notified in writing when points have been accrued. The written notification shall be hand delivered or put in the employee's box. The notification shall include the points charged, the reason for the points and the total number of points accrued to date. An employee who wishes to contest points charged, shall direct their questions to the Chief Deputy or Sheriff.

    B. If an employee has an absence-free quarter, one (1) point shall be eliminated from the employee's accrued points. If an employee has zero points and therefore no points can be eliminated, then the employee shall be compensated with eight (8) hours of compensatory time at the straight time rate.

C. The following absences will not require points to be charged against an employee:

- Any leave approved in advance by a supervisor (paid or unpaid), with the exception of sick leave;
- FMLA qualifying event/serious health condition;
- Worker's Compensation or sick leave utilized in conjunction with Worker's Compensation;
- Military Leave, Funeral Leave, Jury Duty, Election Duty or absence as a result of a subpoena,
- Approved unpaid leave of absence;
- Those determined non-chargeable by the Chief Deputy after consultation with the Sheriff. (i.e. emergency situations as a result of weather, etc.).
- Use of sick leave less than the full scheduled work shift.
- Use of sick leave for members of an employee's immediate family.

D. Employee will be disciplined for points accrued in accordance with the following:

- 7 points — Oral Reprimand
- 9 points — Written Reprimand
- 11 points — 1 day suspension
- 12 points — 3 days suspension
- 13 points — 6 days suspension
- 14 points & above Termination recommendation to the Sheriff

Points will automatically accrue according to policy and shall be based upon a "rolling" twelve (12) month period. The "rolling" twelve (12) month period is measured backward from the date of point accrual. Points will be removed one (1) year from the date accrued.

ARTICLE 34
EFFECTIVE PERIOD

This Agreement shall be effective July 1, 2007 and shall remain in full force and effect through June 30, 2009.

This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not 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.

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 3rd day of July, 2007.

POTTAWATTAMIE COUNTY
DEPUTY SHERIFFS ASSOCIATION

By_____
President

By_____
Negotiating Member

By_____
Member

By_____
Member

By_____
Member

POTTAWATTAMIE COUNTY
BOARD OF SUPERVISORS

By_____
Chairman

By_____
Member

By_____
Member

By_____
Member

By_____
Member

By_____
Chief Negotiator

WAGE SCHEDULE - APPENDIX "A"
EFFECTIVE JULY 1, 2007 – 3.5% Across the Board

	Starting	1 year	2 years	3 years	4 years	6 years
STEP	**1**	**2**	**3**	**4**	**5**	**6**
GRADE:						
1 Criminal Records Technician, Civil Clerk						
Annual	$27,499	$29,670	$30,882	$32,093	$33,408	$36,498
Pay Period	$1,053.60	$1,136.8	$1,183.20	$1,229.60	$1,280.00	$1,398.40
Hour	$13.17	$14.21	$14.79	$15.37	$16.00	$17.48
Overtime	$19.76	$21.32	$22.19	$23.06	$24.00	$26.22
2 Court Security Deputy, Civil Deputy, Road Deputy						
Annual	$39,421	$42,658	$44,328	$46,082	$47,899	$52,471
Pay Period	$1,510.40	$1,634.40	$1,698.40	$1,765.60	$1,835.20	$2,010.40
Hour	$18.88	$20.43	$21.23	$22.07	$22.94	$25.13
Overtime	$28.32	$30.65	$31.85	$33.11	$34.41	$37.70
3 Corporal						
Annual	$40,319	$43,493	$45,205	$47,001	$48,838	$53,390
Pay Period	$1,544.80	$1,666.40	$1,732.00	$1,800.80	$1,871.20	$2,045.60
Hour	$19.31	$20.83	$21.65	$22.51	$23.39	$25.57
Overtime	$28.97	$31.25	$32.48	$33.77	$35.09	$38.36

WAGE SCHEDULE - APPENDIX "A"
EFFECTIVE JULY 1, 2008 – 3.5% Across the Board

	Starting	1 year	2 years	3 years	4 years	6 years
STEP	**1**	**2**	**3**	**4**	**5**	**6**
GRADE:						
1 Criminal Records Technician, Civil Clerk						
Annual	$28,459	$30,714	$31,967	$33,220	$34,577	$37,772
Pay Period	$1,090.40	$1,176.8	$1,224.80	$1,272.80	$1,324.80	$1,447.20
Hour	$13.63	$14.71	$15.31	$15.91	$16.56	$18.09
Overtime	$20.45	$22.07	$22.97	$23.87	$24.84	$27.14
2 Court Security Deputy, Civil Deputy, Road Deputy						
Annual	$40,800	$44,161	$45,873	$47,690	$49,569	$54,309
Pay Period	$1,563.20	$1,692.00	$1,757.60	$1,827.20	$1,899.20	$2,080.80
Hour	$19.54	$21.15	$21.97	$22.84	$23.74	$26.01
Overtime	$29.31	$31.73	$32.96	$34.26	$35.61	$39.02
3 Corporal						
Annual	$41,739	$45,017	$46,792	$48,650	$50,550	$55,248
Pay Period	$1,599.20	$1,724.80	$1,792.80	$1,864.00	$1,936.80	$2,116.80
Hour	$19.99	$21.56	$22.41	$23.30	$24.21	$26.46
Overtime	$29.99	$32.34	$33.62	$34.95	$36.32	$39.69

Pottawattamie County
MEDICAL BENEFITS For I.G.H.C.P. Option B

		IGHCP
Insurance Carrier		Wellmark Blue Cross Blue Shield
PPO Network		Alliance Select
Annual Deductible		$250 Single / $500 Family
Annual Out of Pocket Maximum includes Deductible & Coinsurance		$750 Single / $1,500 Family
Maximum Lifetime Benefit		$5,000,000
Coinsurance - In Network		10%
Coinsurance - Out of Network		20%
Ambulance Services - (Emergency only)		Deductible & Coinsurance
Physician Office Services		$10.00
Eye Examinations / Hearing Screening		$15.00 (every other calendar year)
Inpatient Hospital		Deductible & Coinsurance
Outpatient Hospital		Deductible & Coinsurance
Physician Hospital Services		Deductible & Coinsurance
Emergency Room		$100.00 per visit
Diagnostic X-Ray/Laboratory - Outpatient		10% coinsurance
CT Scan, Pet Scan, MRI, & Nuclear Medicine		Deductible & Coinsurance
Maternity		Deductible & Coinsurance
Durable Medical Equipment		Deductible & Coinsurance
Nursing Facility Services		Deductible & Coinsurance (90 days/yr)
Home Health Care		Deductible & Coinsurance
Hospice		Deductible & Coinsurance
Mental Health/Substance Abuse - Inpatient		Deductible & Coinsurance (30 days/yr)
Mental Health/Substance Abuse - Outpatient		$10.00 (52 visits/year)
Routine Adult Well Care Doctor Office - [illegible] and older		$10.00
Routine Adult Well Care - Outpatient Hospital Services		10% coinsurance
Routine Well Child Care - dependent children under age 7		$10.00
Prescription Drugs Tier 1 - Generics Tier 2 - Formulary Brand Tier 3 - Brand		30 day supply $10.00 $25.00 $40.00
Prescription Drugs - Mail Order Tier 1 - Generics Tier 2 - Formulary Brand Tier 3 - Brand		90 day supply $20.00 $50.00 $80.00

APPENDIX C

ACTUAL CHART FOR CONTRACT TO BE PROVIDED BY MET LIFE

DRAFT

Benefit Overview:	In-Network	Out of Network
Deductible:		
Single:	$50	$50
Family	$150	$150
Preventive Services		
Coinsurance	100%	100%
Deductible	waived	
Basic Services		
Coinsurance	60%	60%
Major Services		
Coinsurance	40%	40%
Maximum Benefit	$1,000	$1,000
Orthodontia Coverage	None	None

APPENDIX D
GRIEVANCE FORM/REQUEST FOR ARBITRATION

Date:_____

Name:_____

Date of incident giving rise to the alleged grievance:_____

Step 1 _____ Step 2 _____ (Check One)

Step 1: Sheriff or his designee
Step 2: Arbitration

Articles of the Bargaining Agreement alleged to have been violated:_____

_____

_____

Nature of the alleged grievance: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

(Attach additional sheets or documents if necessary)

Identity of the parties alleged to have caused the grievance:_____

_____

_____

_____

Remedy requested:_____

_____

_____

_____

_____

_____

_____

POTTAWATTAMIE COUNTY
SICK LEAVE DONATION PROGRAM

Sick Leave Waiver & Donation Authorization Form

For the pay period _____ to _____

TO BE COMPLETED BY EMPLOYEE DONATING SICK LEAVE:

I have read and understand Pottawattamie County's "Sick Leave Donation Program", and subject to the terms and conditions set forth therein, I hereby voluntarily waive my entitlement to and donate _____ hour(s) of my accrued sick leave on the condition that it is transferred to the employee I have identified below:

EMPLOYEE TO RECEIVE DONATION:

Print name: _____ Department:_____

I understand that, upon the processing of this form, my accrued sick leave will be reduced by the number of hours authorized above.

Donor's name:_____ Date:_____

TO BE COMPLETED BY HUMAN RESOURCES:

Request Approved or Denied:_____

If Approved, date hours deducted:_____

_____

TO BE COMPLETED BY DEPARTMENT HEAD OF RECIPENT:

Request Approved or Denied:_____

If Denied, please indicate reason for denial:_____

Signature _____ Date _____

POTTAWATTAMIE COUNTY
SICK LEAVE DONATION PROGRAM

Sick Leave Donation Request Form

TO BE COMPLETED BY EMPLOYEE REQUESTING SICK LEAVE DONATION

I, _____, hereby request donated sick leave to be used for a serious health condition which renders me unable to perform the essential functions of my position. I understand that in order to receive donated sick leave, I must have exhausted my personal paid leave which includes sick leave, vacation, compensatory time and holiday time (if applicable).

Dates donated sick leave will be used:
From_____ To_____

☐ FMLA Medical Certification is currently on file OR
☐ FMLA Medical Certification is attached for review

If approved, I, hereby grant permission for Human Resources to release my name for the use of sick leave donations. I understand that this is a voluntary program and that county employees are not required to donate sick leave. I also understand that I will not be informed of the name of any donors or the number of hours individually donated.

Employee Signature _____ Date _____

POTTAWATTAMIE COUNTY
SICK LEAVE DONATION PROGRAM

Sick Leave Donation Nomination Form

TO BE COMPLETED BY EMPLOYEE NOMINATING AN EMPLOYEE FOR SICK LEAVE DONATION

I, _____, hereby nominate the following employee for the sick leave donation program.

- Employee Name:_____
- Department:_____

_____ _____

Employee Signature Date