Pottawattamie Co. Div. of Comm. AFSCME (Dispatchers) 7/1/2006 6/30/2007

POTTAWATTAMIE CO. DIV. OF COMMUNICATIONS / AFSCME (DISPATCHERS) 06-07

POTTAWATTAMIE COUNTY COMMUNICATIONS

AND

911 EMPLOYEE ASSOCIATION/AFSCME 2364-911 UNION

LABOR AGREEMENT

JULY 1, 2006 – JUNE 30, 2007

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Article 1
PREAMBLE

THIS AGREEMENT is executed by POTTAWATTAMIE COUNTY COMMUNICATION CENTER COMMISSION, hereinafter called "Employer" and the American Federation of State, County and Municipal Employees AFL-CIO, (AFSCME) Iowa Council 61, Local 2364-911 CENTER, hereinafter called "Union".

Article 2
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all Employees of the Pottawattamie County Communication Center Commission, excluding Director, Communications Center Manager, Lead Supervisors, Temporary Part-time, Office Manager and all Employees excluded by Section 4 of the Public Employment Relations Act as certified in Case No. 1169.

Article 3
INTENT & PURPOSE

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

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

Article 4
MANAGEMENT RIGHTS

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

Article 5
UNION RIGHTS & RESPONSIBILITIES

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

a. That it will cooperate with the Employer and 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 operation of the Employer, and

c. That it will earnestly strive to improve and strengthen goodwill between and among the Employer and its Employees, and the Union and the public.

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

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

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

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

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

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

Article 6
ACCESS TO PERSONNEL FILE

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

Article 7
WORK STOPPAGE

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

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

Article 8
CHECKOFF OF DUES

Section 1.

A. Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement, on form provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employees membership dues in the Union.

Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the Employer. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, Federal taxes, State taxes, Retirement, Health and Life insurance. Deductions shall be in such amount and shall be certified to the Employer in writing by the authorized representative of the Union.

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

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability, which may arise out of any action taken or not taken by the Employer for the purposes of complying with the provisions of this section.

No other employee organization shall be granted or allowed to maintain payroll deductions for employees covered by this Agreement.

The Employer shall submit to the Union with each remittance of deductions, a list of all employees having such deductions. On a monthly basis and at no cost to the Union, the Employer shall provide the Union with a report showing the bargaining unit employees name, social security number, home address, and any other information mutually agreed upon.

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by this remittance.

Article 9
HOURS OF WORK

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

The work shifts shall be as follows:
0655 to 1455
1455 to 2255
2255 to 0655
Or other slide shifts as necessary.

Section 2. For all members of the bargaining unit, the normal workweek shall consist of forty (40) hours per week. Employees shall be allowed to make temporary shift trades with another employee, providing both employees mutually agree upon trade hours established at the time of submittal. These employees shall have sole responsibility for the coverage of traded hours.

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. All trade time worked shall be at straight time pay.

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

Section 4. It is understood and agreed that the determination of the work schedule may be changed by the Employer from time to time to meet work requirements. When possible the Employer will provide fourteen (14) calendar days written notice to the Union and the affected employees prior to making any changes in work schedules.

Article 10
OVERTIME COMPENSATION

Section 1. Employees shall be compensated by cash payment at the rate of one and one-half (1 & 1/2) times the regular hourly rate for work performed outside of the employee's regular scheduled hours. Employees are expected to work a reasonable amount of overtime if conditions necessitate. Except in an emergency no employee shall be required to work more than twelve (12) hours in a twenty-four (24) hour period.

If requested by the employee, compensatory time at the rate of time and one-half (1 & 1/2) will be given in lieu of cash payment for overtime worked to a maximum accumulation of forty (40) hours.

Employees may request earned compensatory leave on "Leave Request" forms. Requests for earned leave shall be made in accordance with Article 13, Section 3.

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

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

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

Section 4. The Employer will, as far as practical, distribute overtime on an equal basis by seniority among those Employees whose names appear on the monthly overtime sign up sheet. Overtime opportunities shall be accumulated and offered overtime not worked shall be considered time worked for purposes of overtime distribution.

Overtime opportunities advertised for four (4) days or longer and signed up for by eligible Employees can only be taken by a more senior eligible Employee if done prior to 48 hours from the date the overtime is needed. Overtime posted for less than four (4) days and signed up for by eligible Employees can only be taken by a more senior eligible Employee if done prior to 24 hours from the date the overtime is needed.

Employees that sign up for overtime are responsible to find their own replacement if they later change their mind. If they are unable to find a replacement they must report to work the overtime.

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

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

Article 11
HOLIDAYS

Section 1. The following holidays shall be recognized by the Pottawattamie County Communications Center Commission: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Jr. Birthday, President's Day, and Memorial Day.

Section 2. Employees shall receive eight (8) hours of holiday leave for each of the above mentioned holidays. Employees shall receive eighty (80) hours of holiday leave on July 1st of each fiscal year. New employees hired after July 1st shall receive holiday leave on a pro-rated basis for their first year of employment.

Effective July 1, 2007, holiday leave shall not be carried over to the next fiscal year. Holiday leave not taken shall be forfeited unless holiday leave was scheduled by the employee, canceled by the Employer, and the employee was not able to take the holiday leave prior to the expiration of the fiscal year. New hires may carry over holiday leave into the next fiscal year at the discretion of the Director.

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

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

Overtime worked on a Holiday shall be paid at the rate of one and one half (1 ½) times the Employee's regular rate of pay for each hour worked

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

Section 3.. Upon the death of an Employee, any accumulated holiday benefits shall be paid to the Employee's estate.

Upon resignation, retirement, or discharge from employment, holiday benefits shall be pro-rated and remaining holiday leave hours shall be paid to or deducted from the employee.

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

Article 12
CASUAL DAY

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

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

Article 13
VACATIONS

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

Employment Requirements	Vacation Period	Bi-Weekly Rates
From Date Of Employment	10 Days Per Year	3.0770 Hours
5th Anniversary	15 Days Per Year	4.6154 Hours
12th Anniversary	20 Days Per Year	6.1539 Hours
19th Anniversary	25 Days Per Year	7.6923 Hours

Employees will not be eligible to use vacation leave until successful completion of their Introductory Period of one hundred and eighty (180) regularly scheduled work days.

Employees hired after July 1, 2006 will not be eligible to use vacation leave or other earned leave until successful completion of the training program.

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

Accordingly:

A. An Employee may carryover up to four (4) weeks of earned, unused vacation into the next anniversary year. The maximum accumulation shall not exceed eight (8) weeks.

B. No Employee shall be entitled to vacation pay in lieu of vacation and no employee shall be granted vacation usage before it is earned.

C. An Employee whose employment is terminated shall receive any vacation earned and not previously taken.

Section 3. In requesting vacation or other earned leaves all requests shall be in writing on a Leave Request form and date stamped. The employee must have earned the vacation or other earned leaves prior to submitting the request. All requests must be answered in writing prior to the leave being taken. The employer will grant each vacation and other earned leave, as far as possible, at the time requested by the employee. No more than one (1) Employee per shift may be on vacation or other earned leave at the same time. Additional requests may be granted as staffing and workload permits.

Once vacation leave and other earned leave periods have been scheduled, the Employer shall make no changes in employees leave schedules. The employee may request a change in their leave schedule up to ten (10) days prior to the approved leave request or under emergency conditions.

Section 4. Choice of time and amounts shall be governed by seniority as defined in Article 27, Seniority, provided the employee submits their vacation leave and other earned leave requests at least sixty (60) calendar days prior to the requested time off.

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

Section 6. In the event of the death of an Employee, any vacation days or other earned leaves that he/she has earned and not used shall be paid to his/her estate.

Section 7. For the purpose of this article, the definition of "other earned leaves" shall include holidays, compensatory time, perfect attendance, and casual day.

Article 14
SICK LEAVE

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

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

Section 3. No Employee shall be eligible for sick leave compensation for any time missed due to illness on any of the recognized holidays listed in the Holidays Article. Such leave shall be counted as a holiday.

Section 4. The Employer shall require a physician's certificate for any absence for which sick leave is claimed in excess of (2) days, and after the Employee has used sick leave on four (4) separate occasions during the contract year, this includes leave for family illness. However, the Employer reserves the right to require a physician's certificate for any absence, of any length, if the Employer reasonably believes the Employee is or has been abusing sick leave.

Section 5. To be eligible for sick leave payment, an Employee shall notify the Employer as soon as possible but in any event two (2) hours prior to the starting time of the Employee's work day. The notice may be waived if the Employer determines that the Employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the Employee.

Section 6. With the exception of the below entitlement, no Employee is entitled to compensation for unused sick leave at the time of separation. However, all Employees, upon retirement as defined by IPERS, with twenty (20) years of continuous service with the Communications Center, and who have accumulated the maximum sick leave of one hundred twenty (120) days, will receive a two-thousand dollar $2,000) cash payout. When an employee is laid off, any unused accumulated sick leave will be restored, provided the employee is re-employed within two years.

Section 7. Employees may use accrued sick leave for care and necessary attention of ill or injured members of the immediate family. Immediate family is defined as, and limited to the Employee's spouse, children, stepchildren, foster children, parents, and stepparents. Use of Sick Leave for purposes of this Section is limited to seven (7) days per contract year, and shall be in accordance with Section 3.

Section 8. All bargaining unit employees who have accumulated sick leave in excess of nine hundred sixty (960) hours may convert those additional hours to "bonus vacation hours" annually. The rate of this conversion will be eight (8) hours of sick leave to one (1) hour of "bonus vacation". Each employee should submit a sick leave conversion request indicating the number of hours eligible for conversion to the Director by July 1 of each year, with a maximum of one hundred forty four (144) hours of sick leave converting to eighteen (18) hours of "bonus vacation" time per year. These converted "bonus vacation" hours may be accumulated or carried over to twice the maximum annual entitlement to a total of thirty six (36) hours.

Article 15
PERFECT ATTENDANCE LEAVE

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

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

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

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

Article 16
WAGES

Section 1. Effective July 1, 2006, a wage adjustment shall be applied to all steps of the pay plan as shown in the following table:

July 1, 2006 – December 31, 2006
3% Across the Board

Step	1	2	3	4	5
Time in Step	1 Year	1 Year	1 Year	1 Year	1 Year
Hourly	$14.01	$14.72	$15.45	$16.22	$17.05
Overtime	$21.02	$22.08	$23.18	$24.33	$25.58

January 1, 2007 – June 30, 2007
2% Across the Board

Step	1	2	3	4	5
Time in Step	1 Year	1 Year	1 Year	1 Year	1 Year
Hourly	$14.29	$15.01	$15.76	$16.54	$17.39
Overtime	$21.44	$22.52	$23.64	$24.81	$26.09

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

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

Section 3. Employees are paid bi-weekly on the basis of a forty (40) hour week and eight (8) hour day.

Article 17
LONGEVITY PAY

Employees with more than five (5) years continuous service shall be eligible for longevity pay pursuant to the following schedule:

Effective July 1, 2006

5th Anniversary	$40.00 per month
10th Anniversary	$70.00 per month
15th Anniversary	$90.00 per month
20th Anniversary	$110.00 per month

Article 18
HEALTH & DENTAL INSURANCE

For each eligible Employee, the Employer shall pay the full cost of the individual premium on the Health Insurance Policy carried through the Employer. For those Employees who have dependent coverage, the Employee will contribute up to sixty dollars ($60.00) per month.

For each eligible Employee, the Employer shall pay the full cost of the individual premium on the Dental Insurance Policy carried through the Employer. For those Employees who elect dependent coverage, the Employee will contribute $14.17 per month.

Article 19
UNIFORMS

Each full-time, non-introductory Employee shall be provided four (4) uniform shirts by the Employer after successful completion of the training program. The Employer shall thereafter replace up to four (4) uniform shirts each fiscal year.

Article 20
WORKING OUT OF CLASSIFICATION

Section 1. The bargaining unit Employees qualified to act in a supervisory capacity shall receive additional compensation for each hour worked in such capacity as follows:

A. One Dollar and fifty cents ($1.50) per hour.

Section 2. The Director shall establish an eligibility list based upon the employees ability to perform the Lead Supervisor duties and the following minimum standards:

A. The Employee must have completed one (1) year of continuous full time service with Pottawattamie County Division of Communications in a non-introductory status.

B. The Employee must be free of any Serious Standard Operating Procedures violations for a period of one year.

C. No employee shall be required to perform the duties of the Acting Supervisor until training has been completed.

Section 3. Unless otherwise provided for in job description:

Employees assigned to train introductory employees shall receive premium pay of $1.50 per hour for all hours worked in the training capacity.

Article 21
SHIFT DIFFERENTIAL

Effective July 1, 2003 a shift differential of thirty cents ($.30) hour will be paid to bargaining unit employees whose regularly scheduled shift hours occur between 2:55 PM and 10:55 PM and a shift differential thirty five cents ($.35) per hour will be paid to bargaining unit employees whose regularly scheduled shift hours occur between 10:55 PM and 06:55 AM

To be eligible the employee must work at least three (3) hours of the applicable shift for at least fifty percent (50%) of the available hours during the month. Shift Differential shall not he paid for work performed as overtime.

Article 22
FUNERAL LEAVE

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

A. Funeral of mother, father, wife, husband, child, mother-in-law, father-in-law, Brother, sister, step child and foster child up to three (3) days.

B. Funeral of Employee and Employees Spouse's grandparents or grandchildren up to three (3) days.

C. Funeral of fellow Employee - one half (1/2) day.

D. Funeral as a pallbearer, one (1) day, with verification from the service.

E. Funeral of an Employee's blood relative, one (1) day.

Section 2. The above leave with pay is intended to cover travel but in special cases involving unusual travel, the Director may grant additional accrued leave or may grant additional leave without pay.

Section 3. In case of the death of a spouse or child of an Employee, the Employee may use an additional two (2) days of accrued leave time to attend to personal matters.

It is agreed that the operation of Section 1C shall not interfere with Employer's right to maintain communication service.

Article 23
HEALTH AND SAFETY

Section 1. The Employer agrees to continue making reasonable provisions to provide a safe healthful work place for its Employees during the hours of employment. The Union and the Employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and federal requirements.

Article 24
GENERAL CONDITIONS

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

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

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

Section 4. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waves the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, provided, however, either party may reopen negotiations on the language items in this Agreement with the consent of the other partly.

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

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

Article 25
ADJUSTMENT OF GRIEVANCES

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

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

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

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

STEP 3. If the grievance is not settled in Step 2, it may be appealed to arbitration by the Union by written notice of a request for arbitration, submitted to the Director within thirty (30) calendar days after the receipt of the Employer's Step 2 answer. Said written notice shall be signed by a representative of the Union, and shall state the specific section of this Agreement which is alleged to have been violated. When a timely request has been made for arbitration, within ten (10) working days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Iowa Public Employment Relations Board to submit a list of five (5) arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, then either party may request, one (1) time per party, a different panel of arbitrators from the Public Employment Relations Board. Upon receipt of the list, the parties' designated representative shall determine by lot the order of elimination, and thereafter each shall, in order, alternately strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

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

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

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

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

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

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

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

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

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

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

Article 26
SENIORITY

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

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

Section 3. In the Event a dispute arises as to the seniority of two (2) or more Employees starting work on the same day or being promoted on the same day, seniority will be determined by the highest test score.

Section 4. An employee shall lose seniority with the Employer for all purposes if any of the following occur:

1. Termination of employment by resignation, retirement or discharge.

2. The employee has been laid off and then fails to respond within a period of fourteen (14) calendar days after being recalled by certified letter sent to the last known address as shown on the records of the Employer.

3. The employee fails to return within thirty (30) calendar days after being recalled by the Employer.

4. Seniority will not accrue for unpaid leave of absence in excess of (30) thirty days.

Article 27
REDUCTION IN FORCE

Section 1. In the event employees must be laid off, seniority shall govern and layoffs will begin with the least senior employee.

Section 2. Those Employees to be laid off and the Union will be notified in writing at least two (2) weeks prior to the layoff.

Any employee laid off shall be offered a position in the classification from which they were laid off, before the Employer enforcing the layoff may hire a new employee for such position. Laid off Employees shall advise the Employer of their current addresses during layoff, Employees shall be recalled in the inverse order of layoff, the most senior being called back first. The Employer shall maintain a list of employees who were laid off and make it available, upon request, to the Union.

The Employer shall notify the laid off employee of the recall by certified mail to his/her last known address. Within fourteen (14) calendar days after receipt of recall notice, the employee shall inform the Employer of his/her intent to return to work or not. Within thirty (30) calendar days after mailing of the recall notice, the employee shall report to work. Failure to return to work within thirty (30) calendar days after mailing of recall notice shall cancel an employee's recall rights. Recall rights shall be limited to two (2) years from the effective date of layoff. Any unused sick leave will be restored to a recalled Employee, provided the Employee is re-employed within two (2) years.

Article 28
SHIFT PREFERENCE

Section 1. Annually, an Employee may request a change in shift preference. The Director shall consider such requests for schedules beginning on July 1 of each year. All annual shift preference requested schedule changes shall be made by seniority.

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

1. All vacancies will be posted in a place where all Employees may see the notice.

2. Such notice shall be posted for five (5) days.

3. Employees shall submit written bids for such openings within five (5) days.

4. Selection to fill said openings shall be from among the bidders, by seniority.

5. After selection of Employee to fill opening, seven (7) days notice of permanent reassignment shall be given.

6. Failure to bid by current Employees shall entitle the Employer to hire off the street to fill said opening.

7. The Employer shall not permanently reassign any employee from the shift that the employee bid. If it becomes necessary to temporarily reassign an employee to another shift the least senior non introductory shall be the employee assigned.

Article 29
COURT CALLBACK PAY

An Employee who is required by the Employer to return to work to appear in court shall be paid for a minimum of two (2) hours work at the overtime rate. The Employer will give the Employee as much advance notice of the court appearance as is possible.

Article 30
LEAVES OF ABSENCE

Section 1. Medical Leave of Absence Without Pay.
If any non-introductory employee's illness or injury exceeds beyond the sick leave accrued, additional time may be charged to other earned leave. If all leave, other than vacation, is used the Employee may be granted sick leave without pay upon written application submitted to and approved by the Director of Operations in writing for the remaining period of disability. Sick leave without compensation may be granted up to ninety (90) days. Appropriate medical verification must be submitted with the employee's written application. If the Physicians Certificate does not clearly show sufficient disability to preclude the employee from the performance of regular duties, such unpaid sick leave shall be canceled and the employee shall return to work or be terminated.

Section 2. Court and Jury Leave.
An employee who is selected for jury duty shall receive a paid leave of absence for the time the employee spends on jury duty. The employee shall receive regular pay and shall turn over to the Communications Center jury service fees, collected on a normal working day. An employee who is not selected or who is released from jury duty during normal working hours shall report to work immediately.

An employee shall promptly notify the Director of Operations when called for jury service or as a witness. The employee shall submit to the Director of Operations the official call to service prior to approval of paid leave time.

An employee required by subpoena to appear in a job related Court proceeding in which the employee is not a party to the proceedings, shall be allowed up to one (1) day paid leave of absence. Additional paid leave shall be granted as required to comply with the subpoena.

Section 3. Military Leave.
All employees, other than employees employed temporarily for six (6) months or less, who are members of the national Guard, organized reserves or any component part of the military, Naval, or Air Force, or nurse corps of this 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 leave of absence from their employment with the Employer for a period of such active state of federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) calendar days of such leave of absence. The Employer may make temporary appointment to fill any vacancy created by such leave of absence, and may require documentation of such military service.

Section 4. Voting Leave.
Any employee required to work for all of the hours during which the polls are open on an election day shall be give sufficient time off to vote.

Section 5. Maternity Leave.
Maternity Leave shall be permitted subject to the following:

A. An employee, having completed the introductory period, may expend accumulated amounts of sick leave or other accumulated paid leave when unable to perform her normal work duties by reason of pregnancy when supported by a physician's statement that the pregnancy will not permit the employee to perform her normal work duties. An employee who has exhausted her allowance of sick leave shall be entitled to maternity leave without pay, provided that all maternity leave shall be supported by a physician's statement that the employee is unable to perform her normal work duties. An employee anticipating such leave shall notify the Director of Operations as soon as possible of the anticipated date of birth.

B. An employee on maternity leave will normally be expected to return to work within eight (8) weeks after termination of her pregnancy unless she presents a physician's statement that she is unable to perform her normal work duties. Ten (10) days following the termination of pregnancy, the employee shall present a physician's statement stating when the employee is able to return to work. The employee shall return to work within three (3) days of such date, or any other date by reason of extension granted by the Employer.

Section 6. Family and Medical Leave
The Employer shall administer family and medical leaves in compliance with the Family and Medical Leave Act (FMLA).

Section 7. Leave of Absence Without Pay
A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been requested by an Employee who has completed the introductory period and has been approved by the Employer in writing. The employee will be given a copy of the authorization.

Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick leave, vacation or other leave. The Employer may require an employee to have a physical examination, at the employee's expense, to verify the employee's physical ability to return to work.

In the event an employee falls to return to work at the end of any such leave, the employee 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 the entire premium for group hospital insurance by the 15th of each month.

b. must pay the entire premium for group life insurance by the 15th of each month.

Article 31
INTRODUCTORY PERIOD

All new employees shall serve an introductory period of one hundred eighty (180) regularly scheduled work days before becoming a regular employee. Employee hired after July 1, 2006 shall serve an introductory period of one (1) year from date of hire before becoming a regular employee.

An employee may be terminated at any time during the introductory period for any reason, without recourse to the grievance procedure.

During the introductory period the employee may participate in the health and life insurance program and sick leave accumulation. Upon successful completion of the introductory period, the employee will become a regular employee eligible for all other benefits provided.

Article 32
WORKER'S COMPENSATION

Any Employee who is injured while engaged in authorized work for the Communications Center and as a result, is eligible for Worker's Compensation benefits. The first three (3) days of time lost from job duties, due to an on-the-job injury, will be charged against the Employee's sick leave accrual. Eligible Employees may supplement their worker's compensation pay by utilizing approved sick leave to equal net pay.

Article 33
LABOR MANAGEMENT COMMITTEE

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

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

Article 34
Effective Period

THIS AGREEMENT, shall be effective on July 1, 2006 and shall continue through June 30, 2007.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representative this 3 day of July, 2006.

Pottawattamie County, Iowa
Communications Center Commission

by _____
Chairman Matthew Wilber

AFSCME Local 2364
Pottawattamie County 911 Center Employees

by _____

by _____