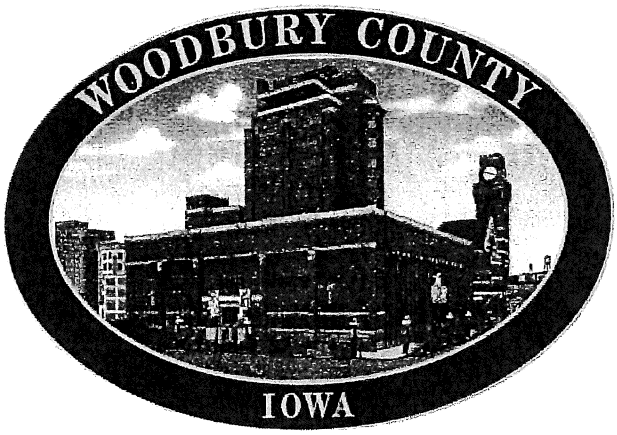
MASTER CONTRACT BETWEEN

WOODBURY COUNTY, IOWA

AND

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

CIVILIAN OFFICERS' CWA 7177



2013-2017

PREAMBLE

THIS AGREEMENT is executed by Woodbury County, hereinafter called "Employer," and Communications Workers of America, AFL-CIO, hereinafter called "Union."

ARTICLE I
Definitions

Section 1 – A part-time employee is a person who is hired for a period of twenty-four (24) hours per week, or less.

Section 2 – A temporary employee is one who is hired for a period of one hundred twenty (120) consecutive calendar days, or less.

Section 3 – Part-time employees and temporary employee 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. If a permanent employee has previously attended and successfully completed training at the Iowa Law Enforcement Academy, or a regional training facility certified by the Director of the Iowa Law Enforcement Academy, they will have a probationary period of six (6) months from date of hire. If the employee has not attended the Iowa Law Enforcement Academy or a regional training facility certified by the Director of the Iowa Law Enforcement Academy, they will have a probationary period of one (1) year from their date of hire.

Section 4 – A permanent employee is one who is hired as a permanent employee rather than for a part-time or temporary period or purpose.

Section 5 – A probationary employee is one who has not completed a probationary period as described in Section 3 above. During the probationary period, such employee may be removed or discharged by the Sheriff without cause.

Section 6 – A regular employee is an employee other than a temporary employee or part-time employee who has completed the probationary period.

Section 7 – Except where the context clearly indicates otherwise, the word "employee," when used in this Agreement, shall be limited to mean "regular" employees.

Section 8 – "Act" shall mean the Iowa Public Employment Relations Act as it may be amended from time to time.

Section 9 – Whenever reference is made in this Agreement to the Sheriff, such term shall also include the designated representative of the Sheriff.

Section 10 –**The words "Civilian Officers" as used throughout this contract shall refer to court security staff, transport officers, corrections staff, electronic monitoring and civilian process servers. (The purpose of this section is to recognize the fact that**

certified peace officers employed by the County are no longer governed by this contract, so there is no longer a hierarchy of classifications. Nothing in this definition shall be construed so as to confer any rights on any of the civilian officers as defined above, which are not specifically provided elsewhere in this contract).

ARTICLE II
Management Rights and Responsibilities

Section 1 – In addition to all powers, duties, and rights of the Employer established by constitutional provisions, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

(a) the right to manage the Employer's operations to direct the working force;
(b) the right to hire employees;
(c) the right to maintain order and efficiency;
(d) the right to determine, extend, or curtail the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
(e) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities, and to change existing methods and facilities;
(f) the right to create, modify, and terminate divisions and job duties;
(g) the right to transfer promote, and demote employees;
(h) the right to discipline, suspend, and discharge employees for cause;
(i) the right to lay off;
(j) the right to determine the number and starting times of shifts, the number of hours and days in a workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
(k) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 2 – The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, power, 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 III
Union Rights and Responsibilities

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

(a) that it will cooperate with the Employer and 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 goodwill between and among the County and its employees, 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.

Section 3 – The Union may appoint a representative to receive, investigate, and process an alleged grievance. If the nature of the grievance involves possible irreparable harm to an employee, the representative may be authorized by the Employer to leave the representative's regular work area for the purpose of investigating a grievance; the representative shall obtain permission to do so from the supervisor, which permission shall not be denied unreasonably.

Section 4 – A representative shall suffer no loss of regular pay for the normal work shift when properly excused by the supervisor. Such time spent investigating grievances shall be kept reasonable and commensurate with the issue involved. Normally, such time will not exceed one-half (1/2) hours.

Section 5 – The name of the representative shall be furnished in writing to the Sheriff and the Human Resources Director, and a representative may not act in that capacity until the name is so furnished. Any change in the designated representative must be promptly reported in writing.

ARTICLE IV
Work Stoppage

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

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

Section 3 – No employee shall cause, authorize, induce, encourage, instigate, ratify, condone, or participate in any work stoppage, strike, slowdown, or illegal picketing, including a refusal to cross any picket line or any other action which interrupts or interferes with the operations of the Employer.

Section 4 – In the event of a violation of any section above, all legal censures of the Act shall apply.

ARTICLE V
Check Off

Section 1 – The Employer will make monthly deductions from the wages of each employee covered by this Agreement who has provided the Employer with a written authorization therefore for monthly Union dues and initiation fees in the amount certified in such authorizations and remit such moneys to the Headquarters of the Union, Communications Workers of America, AFL-CIO not later than the fifteenth (15) day of the succeeding month. Any such authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the County and to the Union and shall automatically be canceled upon termination of employment. The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article.

ARTICLE VI
Seniority

Section 1 – For the purposes of seniority, employees shall be classified as follows: Civilian Officers. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire within the above classifications. Seniority shall not carry over from one classification to another. When two (2) or more employees have the same date of hire, their seniority shall be determined by the flip of a coin.

Section 2 – The seniority records for employees shall be maintained by the Employer and shall be available to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) days after the list has been given to the Union.

Section 3 – The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged, fails to report to work within ninety-six (96) hours after written notice of recall is mailed to the employee's latest-advised current address; or is laid off for a period exceeding thirty-six (36) months, or his seniority, whichever is lesser.

Section 4 – An employee promoted from the bargaining unit shall retain but shall not continue to accrue seniority.

Section 5 – An employee shall accrue seniority within an employee's classification to be used in case of staff reduction and/or shift bidding.

ARTICLE VII
Procedure for Staff Reduction

Section 1 – For purposes of staff reduction, **Civilian Officers** shall be classified as follows: Corrections Staff, Court Security Staff**, Transport Officers, Electronic Monitoring** and Civilian Process Servers. Layoffs shall take place within these classifications.

Section 2 – In the event the Employer determines that employees in a classification must be laid off, employees in such classification shall be laid off in order of seniority.

Section 3- An employee to be laid off will be notified as soon as possible. A laid-off employee shall advise in writing the Employer of his/her current address during layoff. Recall of employees shall be within **all Civilian Officers positions**. If the Employer desires to recall an employee, such employee shall be recalled in the inverse order of layoff. Recall rights shall be limited to thirty-six (36) months from the effective date of the employee's layoff.

Section 4 – An employee or employees who are laid off from their classification shall have the option to move to **another** classification (as defined in Article I, Section 10) and displace the least senior employee. Any employee who is "bumped" using this procedure also has the option to move to **another** classification and displace the least senior employee. Employees have five (5) working days after they receive notice that their current position is being eliminated or bumped, to notify the employer in writing that they intend to use this bumping procedure. The employee moving to the **other** classification shall be placed in the closest comparable pay grade that is not higher than their existing pay grade. An employee who uses this bumping procedure, shall have unlimited recall rights, but shall accrue seniority only in the classification they bumped into and their advancement in the new classification shall be controlled by rules governing their new classification.

ARTICLE VIII
Hours of Work

Section 1 – The Employer shall establish and post the hours of work for each shift as determined by the Employer to best provide the services to be rendered and to accommodate the public being served. It is understood and agreed that the operation of the Sheriff's office

and the jail are continual, non-stop operations. When an employee is in active pay status, the employee will be paid for 80 hours bi-weekly pursuant to the terms of Article XIX, Section 1. The employee will also be paid for any daily overtime accrued pursuant to Article IX. This will occur even if the employee, because of shift schedules, has worked less than 80 hours in the bi-weekly pay period. It is agreed that if an employee terminates for any reason and at the time of the termination he/she has been paid for hours not worked, the employee will within thirty days repay Woodbury County for any hours paid but not worked. The regular work day for Court Security Officers, and for other employees who are similarly situated, shall be eight and one-half (8 ½) hours including a half hour (1/2) paid lunch period. It is understood that employees may be required to work during their lunch period.

Section 2 – Each schedule shall provided that an employee is given one (1) weekend off per month or two (2) consecutive days of the employee's choice as approved by the Employer.

Section 3 - It is understood and agreed that the determination of the daily and weekly work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. 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 the employee shall be required to work at times as scheduled by the Employer. The Employer shall give the Union as much advance notice as possible of any major change of working condition, but in any event the Employer shall give the Union at least ten (10) days' such notice, except in the case of an emergency. Emergency for purposes of this section shall be defined as the imminent danger to life, limb, or property in which summoning of aid is instituted for the preservation thereof and shall include a jail shakedown. An emergency shall not be construed to facilitate involuntary transfer to work assignments.

ARTICLE IX
Overtime & Holidays

Section 1 – Overtime is all time properly authorized or approved by the Employer and worked by the employee in excess of the normal daily work schedule as posted. It shall be determined in units of one-quarter (1/4) hour or more of time worked in excess of the regularly-scheduled hours of work.

Section 2 – All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. When overtime work is required, each employee is expected to be available for such assignment.

Section 3 – Overtime work shall be paid at one and one-half (1 ½) times the employee's regular hourly rate and shall be included in the paycheck for the period when it is worked. Upon mutual agreement between an employee and the Sheriff, the Employer may grant time off at the rate of one and one-half (1 ½) times the overtime hours worked by the employee in lieu of overtime pay.

Section 4 – An employee who appears in court pursuant to a subpoena or order when not regularly scheduled to work shall receive a minimum of three (3) hours of paid overtime, or three (3) hours of compensatory time, at their discretion.

Section 5 – The provisions of this Article shall be construed and implemented consistent with the provisions of the Fair Labor Standards Act.

Section 6 – Subject to and in accordance with the provisions of this article, all regular and probationary employees shall be granted holiday pay or a working day off for the following ten (10) holiday's: Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, either the day before Christmas Day or the day before New Year's Day, Christmas Day, New Year's Day and Martin Luther King's Birthday.

Section 7 – Shift employees are employees who work in a classification where it is required that there be employees on duty seven (7) days per week, twenty-four (24) hours per day. For jailer shift employees, the holiday will begin at 8:00 a.m. on the day of the holiday and shall end at 8:00 a.m. twenty-four (24) hours later.

Section 8 – If a shift employee is scheduled to work a holiday, that employee will receive two and one-half (2 ½) times the regular hourly rate of pay normally paid to said employee. However, upon mutual agreement between the employee and the Sheriff, the employee may elect to receive pay at one and one-half (1 ½) times the hourly rate and to receive one (1) working day of compensatory time.

Section 9 – If a holiday falls on a shift employee's regular-scheduled day off, that employee shall be granted one (1) working day's pay at the employee's regular rate of pay.

Section 10 – For non-shift employees, when one of the aforementioned holidays falls on a Saturday, the preceding Friday will be observed as a holiday, and if any aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.

Section 11 – In order to be eligible for receiving holiday pay or for obtaining a working day off, an employee, unless excused by the Sheriff, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off or is under suspension will be eligible for holiday pay or for a working day off.

Section 12 – Total compensatory time may be accumulated to a maximum of one hundred sixty (160) hours. Total compensatory time is calculated by adding regular compensatory time and what has been called holiday compensatory time (Section 8 above). After an employee has accumulated one hundred sixty (160) hours of total compensatory time, all overtime work shall be compensated in cash. An employee may accumulate and carry forward a maximum of one hundred sixty (160) hours of total compensatory time from one contract year to the next contract years. An employee whose current total compensatory time exceeds one hundred sixty (160) hours will not be allowed to accrue additional total

compensatory time until their total compensatory time is below one hundred sixty (160) hours.

ARTICLE X
Vacations

Section 1 – Subject to and in accordance with the provisions of this article, paid vacation shall be granted to employees after continuous active service pursuant to the following schedule:

(a) After an employee has been in the continuous active service of the Employer for one (1) year as of the anniversary of the employee's most recent date of hire, the employee shall be given forty (40) hours vacation with pay at the employee's regular hourly rate.

(b) After an employee has been in the continuous active service of the Employer for two (2) years or more as of the anniversary of the employee's most recent date of hire, the employee shall be given eighty (80) hours vacation with pay at the employee's regular hourly rate.

(c) After an employee has been in the continuous active service of the Employer for eight (8) years (effective July 1, 1991, six (6) years) or more as of the anniversary of the employee's most recent date of hire, the employee shall be given one hundred twenty (120) hours vacation with pay at the employee's regular hourly rate.

(d) After an employee has been in the continuous active service of the Employer for fifteen (15) years (effective July 1, 1990, thirteen (13) years) or more as of the anniversary of the employee's most recent date of hire, the employee shall be given one hundred sixty (160) hours vacation with pay at the employee's regular hourly rate.

(e) After an employee has been in the continuous active service of the Employer for twenty (20) or more as of the anniversary of the employee's most recent date of hire, the employee shall be given two hundred (200) hours vacation with pay at the employee's regular hourly rate.

Section 2 – The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the individual employee's anniversary date to anniversary date. Accordingly:

(a) Employees may carry over a maximum number of vacation days which is equal to the amount of vacation accrual earned in the anniversary year just ended. Any vacation hours which exceed the maximum allowable carry over shall be deleted as of the employee's anniversary date if they are not used.

(b) No employee shall be entitled to vacation pay in lieu of vacation.

(c) An employee whose services are terminated shall receive any vacation earned and not previously taken. Such vacation shall be taken before the employee is dropped from the payroll provided that no vacation may be earned on a pro rata basis until after the employee has worked the employee's first full year.

Section 3 – So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer, provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer acting by and through the Woodbury County Sheriff.

Section 4 – In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

ARTICLE XI
Leaves of Absence

A. Sick Leave

Section 1 – Sick leave shall be used for personal illness and injury, including on-the-job injury or disability, subject to the provisions set out hereinafter. If an employee is injured while gainfully employed by a different employer who carried or is required to carry Worker's Compensation insurance, the employee may use accumulated sick leave to supplement payments from Worker's Compensation insurance. To the extent the employee has accumulated sick leave, the employee may receive the difference between the Worker's Compensation benefits the employee receives while unable to work and the amount the employee would have been entitled to as gross pay under this contract if the employee had been able to work.

Section 2 – Employees shall be granted ten (10) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of six hundred forty (640) working hours. An employee who has accumulated and maintains 640 hours of sick leave will be allowed to convert sick leave earned during the year to vacation at the rate of 4 hours of sick leave for 1 hour of vacation. An employee will cease to be eligible for this conversion any time their accumulated sick leave falls below 640 hours.

Section 3 – Except in cases of serious confining illnesses excused by the Sheriff, sick leave will not be paid on the working day immediately preceding or following a holiday.

Section 4 – The Employer reserves the right to require a physician's signature for any absence due to sickness.

Section 5 – To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's workday. This 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 – No employee is entitled to compensation for unused sick leave time except to the extent specified in this section. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time. An employee who is retiring and has a minimum of 25 years of employment with the Woodbury County Sheriff's Office will be paid 15% of his/her accumulated sick leave up to a maximum of Three Thousand Dollars ($3,000.00).

Section 7 – During the first six calendar months of an on-the-job injury or disability incurred or suffered in the course of employment with the Woodbury County Sheriff's Office, an employee shall receive his or her regular pay as follows: the Employer shall pay the employee the difference between the Worker's Compensation benefits and the amount which the employee would have been entitled to as gross pay for the same period under the contract if there had been no Worker's Compensation benefit. No payments by the Employer under this section shall be charged against an employee's sick leave for this six month period.

Following the first six calendar months of an on-the-job injury or disability, sick leave may be used to the extent it is available. During a period equivalent to the employee's accumulated sick leave, the Employer shall pay the employee the difference between the Worker's Compensation benefits and the amount which the employee would have been entitled to receive as gross pay for the same period under the contract as if there had been no Worker's Compensation benefits, and sick leave shall be reduced accordingly. Proper deductions shall be taken from the amount paid to the employee by the Employer.

During any statutory waiting period, an employee may use sick leave to the extent it is available.

B. Funeral Leave

Section 1 – An employee will be granted up to three (3) days funeral leave to attend the funeral of the employee's spouse, children or step-children, parents or step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, or permanent member of the immediate household.

Section 2 – In special cases involving unusual travel or other unusual circumstances, the Sheriff may grant additional leave without pay.

Section 3 – The Sheriff may allow an employee one (1) day of funeral leave with no loss of compensation to attend the funeral of members of the family not included above. He may also allow an employee the necessary time off without pay to attend the funeral of a fellow employee or of a close family friend.

C. Family Leave

An employee may be granted up to 120 hours of family leave per contract year chargeable to accumulated sick leave when it is necessary for them to provide care for a spouse, child or parent with a serious health condition. The employee requesting family leave will be required to provide a written statement of the reason family leave is needed and may be required to provide a physician's statement concerning the illness or injury of the spouse, child or parent. This leave shall be non-accumulative. If the leave is granted it may be treated as leave time under the Family Medical Leave Act. However, the Board of Supervisors shall not be bound by any of the terms, conditions or interpretations of the Family Medical Leave Act in deciding whether or not to grant the leave. The decision to grant or deny this leave is in the sole discretion of the Board of Supervisors or its designee after full consultation with the Sheriff. Any leave request which is going to be denied by the designee of the Board shall be presented to the Board of Supervisors and the employee will be invited to present his/her situation to the Board. The decision of the Board of Supervisors is final and is not subject to a grievance under the terms of this contract.

D. Personal Day

Section 1 – Each employee will receive two personal days per contract year. Personal days will be scheduled by mutual agreement between the employee and the Department. Personal days shall not be carried over from contract year to contract year, nor shall they be granted, if unused, to any employee upon retirement, termination or discharge. No employee will be permitted to work his/her personal day.

E. Jury Duty and Court Appearance

***Section 1.* Employees shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Such employees shall be paid their straight time hourly rate for all lost time up to forty (40) hours per week. An employee who is scheduled to work the 11 p.m. to 7 a.m. shift, shall be given that shift off so the employee can sleep prior to jury duty the next day. An employee shall submit certification of jury service to the Employer, and shall assign to the employer that part of all remuneration received for jury service which can reasonably be described as duplicate compensation. When released from jury duty during working hours, the employee shall report to work within one (1) hour, unless there is less than an hour remaining in the working day.**

ARTICLE XII
Adjustment of Grievances

Section 1 – A grievance is defined as a dispute between an employee and the Employer concerning the interpretation, application, or violation of the express terms of this Agreement. Should an employee have a grievance, it shall be adjusted in the following manner:

> Step One: An employee who claims a grievance shall present such grievance orally, with or without this steward, to his supervisor within five (5) working days after the

occurrence upon which the grievance is based. The supervisor shall give his oral answer to the grievance within three (3) working days after the grievance was presented to him.

Step Two: If the grievance is not settled in Step One, it may be appealed by the employee and his steward within five (5) working days after the answer of the supervisor. The grievance shall be reduced to writing, signed by the aggrieved employee and the steward, and shall state the facts and the specific section of this Agreement alleged to have been violated and the remedy or relief sought. The written grievance shall be promptly submitted to the Sheriff or his designated representative who shall given his answer in writing to the employee and steward within five (5) working days after the grievance has been presented to him.

Step Three: If the grievance is not settled in Step Two, it may be appealed to arbitration by the Union by written notice of a request for arbitration submitted to the Sheriff within seven (7) calendar days after the receipt of the Employer's Step Two answer. Said written notice shall be signed by a representative of the Union, shall state the facts and the specific section of this Agreement which is to be considered by the arbitrator, and the remedy or relief sought. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually-agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternatively strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

Section 2 – The failure of an employee, the Union, or its representative to appeal a grievance to the next step within the applicable times specified above shall bar an employee, the Union, or its representative from appealing the grievance further, and any such grievance shall be considered as settled.

Section 3 – The failure by an employee, the Union, or its representative to process a grievance within the applicable times specified above shall bar an employee, the Union, or its representative from further pursuit of the grievance, and any such grievance shall be considered as settled. 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 4 – An arbitrator selected pursuant to the provisions of Step Three shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments nor to add to, subtract from, modify, or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion

for that of the Employer in any matter reserved to the Employer by law or by the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer, the Union, and the aggrieved employee(s). The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

Section 5 – The arbitrator shall not have power to accept or decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Iowa Code Chapter 341A).

Section 6 – The Employer and the employee will share equally any joint costs of the arbitration procedure, such as fees and travel expenses of the arbitrator, and the cost of a hearing room and transcript. Any other expenses shall be paid by the party incurring them.

ARTICLE XIII
Discipline/Discharge

Section 1. **The Union recognizes the right of the employer to suspend discharge or take other appropriate disciplinary action for just cause. The employer agrees to use progressive discipline where appropriate.**

Section 2. **The intention to take disciplinary action shall be reported to the Director of Human Resources prior to taking any action. The Director of Human Resources shall inform the Union prior to any disciplinary action being taken. However, the employer may immediately suspend an employee with pay while an investigation is pending. Any disciplinary action may be processed as a grievance through the grievance procedure. A grievance based on a suspension without pay or discharge shall begin with the second step of the grievance procedure. Grievances of all other disciplinary actions shall begin with the first step of the grievance procedure.**

ARTICLE XIV
Insurance

A. Medial and Hospital Insurance

Section 1 – The Employer shall pay the full cost of the employee's personal premium for Hospital and Medical Care Insurance with the exception that the employee shall pay 20% of all increases in premium which become effective after July 1, 2008.

Section 2 – The employee may elect to cover the employee's family, and the Employer will pay one hundred percent (100%) of the premium for said family coverage with the exception that the employee shall pay 20% of all increases in premium which become effective July 1, 2008.

Section 3 – Coverage of an employee will commence at such times as may be set out in the policy, and an employee will be covered only in accordance with and to the extent provided under the terms of the policy.

Section 4- The Hospital and Medical Care Insurance provided herein shall be a comprehensive plan of insurance which shall contain the following deductibles and maximum out-of-pocket provisions.

An employee's actual out-of-pocket expense per calendar year shall be limited as follows:

Deductible The first $250 of covered expenses for single coverage
The first $500 of covered expenses for family coverage

Coinsurance: **not more than** 80/20 of covered expenses up to the relevant out-of-pocket maximum. Including the single deductible the maximum out-of-pocket for single coverage will be $750 and including the family deductible the maximum out-of-pocket for a family will be $1250

The plan will provide for an Office co-pay of $20 per visit.

Preventive healthcare benefits will be paid in accordance with existing federal guidelines. Preventive benefits will include yearly routine physicals, including mammogram, pap smear, prostate exam, blood tests and other routine tests which can be done in the doctor's office.

B. Life Insurance

Section 1 – The Employer shall, at no cost to the employee, maintain a life insurance policy for each employee in the face amount of **not less than** Ten Thousand Dollars ($10,000.00).

Section 2 – The employee may, to the extent permitted by the insurance company and in accordance with the requirements of the insurance company, purchase additional life insurance at the employee's cost, which shall be deducted from the employee's wages.

Section 3 – Coverage of an employee will commence at such times as may be set out in the policy, and an employee will be covered only in accordance with and to the extent provided under the terms of the policy.

C. Long-Term Disability

The Board will provide a long-term disability insurance plan to all regular full-time employees and regular part-time employees, to the extent permitted by the policy. This long-term disability insurance plan shall have a calendar day waiting period **not more than 90 days** and shall pay benefits at sixty-six and two-thirds (66 2/3) percent of the employee's

weekly gross pay, excluding overtime, up to a maximum monthly benefit of $2,500.00. The Board shall pay the full premium for this disability insurance.

D. Dental Insurance

Section 1 – Employer will pay the cost of dental insurance for each employee.

Section 2 – Employees may pay the premium to add spouse and/or children to the dental plan.

Section 3- The dental plan will provide the following general coverage:

Deductible	Single $25 Family $75
Diagnostic and Preventive Services	100% (Deductible does not apply)
Routine and Restorative Services	80% (After deductible)
Major Restorative Care	50% (After deductible)
Contract Maximum per member per year	$1500.00

Pretreatment: Some services provided under the Routine and Restorative and/or Major Restorative Care require your dentist to submit a proposed treatment plan before beginning treatment.

Section 4 – The Employer reserves the right to unilaterally change carrier or self-insure while maintaining the basic benefits outlined in Section 3.

E. Flex Benefit Plan

The Board will provide the employees with access to a Flex Benefit Plan. Employees will be able to use pre-tax dollars for any use sanctioned by federal law. Current uses include but are not necessarily limited to deductibles, coinsurance and premium payments for group insurance, vision care, glasses and dependent care. This plan is subject to revision if federal laws governing flex benefits are revised.

ARTICLE XV
Health and Safety

Section 1 – The Employer agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the Employer in maintaining employee policies, rules, and regulations as to health and safety and in assisting the Employer in fulfilling State and Federal requirements.

Section 2 – All new employees, upon initial employment, shall provide satisfactory medical evidence of physical fitness to perform assigned duties.

Section 3- Any employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle, to the shift commander.

Section 4 – Employees shall use equipment furnished by the Employer properly and shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

ARTICLE XVI
Supplemental Pay

A. Shift Differential

Section 1: Any employee whose regular shift begins after 1:30 p.m. and ends before 11:00 p.m. (mid-shift employees), in addition to their regular compensation, shall be paid a shift differential of fifty cents ($.50) per hour for each such regular hour worked.

Section 2: Any employee whose regular shift begins after 9:00 p.m. and ends before 7:00 a.m. (night-shift employees), in addition to regular compensation, shall receive a shift differential of forty cents ($.40) per hour for each such regular hour worked.

Section 3: Any employee who is assigned to the power shift, in addition to regular compensation, shall be paid a shift differential with an equal number of hours compensated under Section 1 and Section 2 of this Article.

Section 4: This shift differential shall not change the basic hourly rate of pay for computing overtime, callback, or court appearance pay and shall not be paid as additional compensation for overtime, callback, or court appearances.

B. Active Standby Pay

Section 1: In addition to his or her regular or other compensation, the employee designated as the Sheriff's Identification Officer, and employees who are required to carry a pager or who are required to make themselves available for duty during their nonworking hours shall receive Seven and 50/100 ($7.50) for each day or part of a day, in excess of his or her normal work hours, that he or she is required by the Sheriff to be on active standby. If the Identification Officer is recalled by a superior to work after the completion of his/her regular workday, he/she shall receive a minimum of two (2) hours pay.

C. Personal Property Reimbursement

Section 1: Personal property, required to be carried on duty, shall be repaired or replaced at a reasonable price as determined by the Sheriff in the event of destruction or damage through performance of duty. In the case of watches, the reasonable price shall not exceed $100.00 per incident. Clothing items, for Deputy Sheriff's employees who are required to wear

civilian attire, which are damaged in the line of duty shall be replaced or repaired. Method of repair or replacement is in the sole discretion of the Sheriff and is not subject to grievance.

D. Mileage

Section 1: Process Servers will not be allowed to use personal vehicles and will not be reimbursed for mileage. All other employees who are required to use their personal vehicles will be compensated at the mileage rate set by the Woodbury Count Board of Supervisors.

E. Compensation for Acting Shift Supervisor

Section 1: When a Sergeant or Shift Supervisor is not scheduled to work their assigned shift or if they do not complete their assigned shift and it is necessary for a subordinate to act as a Shift Supervisor, the acting Shift Supervisor will be compensated at the rate of the Sergeant's hourly wage for the shift or any portion of the shift worked. The appointment or removal of jail corporals shall not be subject to the grievance procedure.

F. Field Training Pay

Section 1: Officers who are assigned field training duties for probationary officers shall receive additional compensation consisting of **10%** of their hourly rate of pay. The hours that an officer assigned field training duties is eligible for field training pay shall be decided by the Sheriff or his designee. This determination by the Sheriff or his designee will not be subject to grievance under the terms of this contract.

G. Uniform Maintenance Allowance

Section 1: Officers will be paid once a year, by a check separate from payroll, a uniform maintenance allowance in the amount of $425.00.

H. Instructor Pay

Section 1: Employees who are certified instructors shall receive additional compensation consisting of 5% of their hourly rate of pay for the hours that they are actually teaching in their area of certification. The hours that are eligible for this supplemental pay shall be determined by the Sheriff or his designee.

ARTICLE XVII
Transfer Procedures

Section 1: For purposes of transfer, employees shall be **classified as Civilian Officers**.

Section 2: On July 1 of each year, the Employer shall post a list of all assignments in each classification and shall designate the shifts during which such assignments are to be performed. Employees with two (2) years or more seniority shall then have ten (10) calendar days to designate their choice of shift assignment within their classification. In the case of a

conflict between designated choices, seniority shall govern. At the end of said ten (10) calendar day period, the Employer shall notify all employees of their shift assignments on the basis of the employees' existing assignments and designated choices.

Section 3: It is understood and agreed that the transfer procedures set out in this article shall not preclude the Sheriff from requiring that no less than two (2) female Correctional Officers (jailers) be assigned to each shift. If there are less than two (2) female jailers or if there are no identification officers on a shift, the Sheriff shall have the right to involuntarily transfer the least senior female jailer(s) or identification officer to that shift.

***Section 4.* Effective July 1, 2014, all Civilian Officers will be allowed the opportunity to request special assignments in transportation, court security and electronic monitoring. Civilian Officers seeking these assignments must meet the following eligibility requirements:**

- **Must have completed a minimum of four (4) years of continuous service as a Civilian Officer;**
- **Must be a full-time, permanent employee (part-time and temporary employees are defined in Article I, Sections 1 and 2, are not eligible); and**
- **Must comply with Woodbury County Sheriff's Office General Orders Firearms Policy Number 123B (which policy is subject to change as determined by the Sheriff or his designee, in his sole discretion).**

Special assignments will be for terms which will not exceed four (4) years, unless no other qualified candidates apply. Applications for special assignment for the calendar year 2014 must be submitted by July 1, 2014. Applications for special assignment will be accepted in subsequent even numbered years, (*i.e.* 2016, 2018, *etc.*), and must be submitted by July 1st of the calendar year in which assignment is requested.

Only one qualified applicant will be accepted in each application year. Males must be replaced by males and females must be replaced by females. Appointments will be effective on August 1st of the year in which the application is submitted.

The determination of which applicant to select and which Civilian Officer to replace will be made by the Sheriff or his designee, without regard to seniority.

ARTICLE XVIII
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 singular number includes the plural, and 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 court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3: The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

Section 4: Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party, such notice or demand shall be given or served if made in writing addressed as follows:

To the Employer:	Woodbury County Board of Supervisors Woodbury County Courthouse Sioux City, Iowa 51101
and to the Union:	CWA Bonnie Winther, CWA Representative 6200 Aurora Ave, Suite 503E Urbandale, IA 50322

ARTICLE XIX
Personnel Transactions

Section 1: An employee shall be entitled to review the employee's own personnel file upon request to the Sheriff.

Section 2: An employee shall be given copies of all documents placed in the employee's personnel file within ten (10) days of the time any such document is placed therein.

Section 3: An employee shall have the right to submit for insertion in the personnel file a written explanation of any adverse material placed in the employee's personnel file. The written explanation shall be submitted within ten (10) days after the employee received the material.

Section 4: "Personnel file" referred to in this article refers to those personnel files maintained by the Sheriff and by the Human Resources Director and does not refer to the "service records" kept by the Woodbury County Civil Service Commission.

Section 5: The Employer shall not submit to the County Civil Service Commission any material regarding an employee without first submitting the contents of such material to the employee involved. The employee shall then have five (5) working days to submit a written explanation of such material to the Employer which will be included with the material submitted to the Civil Service Commission.

Section 6: In the event the employee discovers exculpatory or mitigating evidence which was not known at the time a written explanation was submitted pursuant to sections 3 or 5 of this article, nothing in sections 3 and 5 will bar the employee from submitting further written explanation after the time periods set out in those sections.

Section 7: Employees whose wages are established by the Board of Supervisors (this excludes, for example, employees of the County Conservation Board and the District Health Department) who become employees of the Sheriff's Office shall retain their accrued sick leave and vacation time, provided there has been no break in their employment with the County. No credit shall be granted for length of service with respect to wages or longevity pay.

ARTICLE XX
Compensation

Section 1: Employees shall be paid on a bi-weekly basis. Paydays shall be on Friday.

Section 2:

- **Class 3** **0 – 36 months**
- **Class 2** **37 – 60 months**
- **Class 1** **61 – 96 months**
- **Senior** **97 –143 months**
- **Master** **144 months**

Section 5: Corrections and Court Security Officers (Civilian Officers) who meet one of the following conditions shall be designated Senior Corrections/Court Security Officers and shall receive additional pay as specified in Appendix A-1, A-2.

(A) 4 years of service as a Woodbury County Corrections and/or Court Security Officer plus a BA or BS degree.

(B) 6 years of service as a Woodbury County Corrections and/or Court Security Officer plus an AA degree.

(C) 8 years of service as a Woodbury County Corrections and/or Court Security Officer.

Senior Corrections/Court Security Officer pay shall begin with the first pay period following the satisfaction of one of the conditions set out above. Corrections/Court Security Officers who believe they are eligible to receive Senior Corrections/Court Security Officer pay based upon Condition A or B shall submit evidence of satisfaction of the academic requirement to the Human Resources Department.

Section 6: Process Servers will be hired at Class 4 and advancement will be twelve (12) months between each class.

ARTICLE XXI
Duration and Signature

Section 1: This Agreement shall be effective July 1, **2013,** and shall continue through June 30, **2017**, for all articles, provisions, and appendices.

Section 2: This Agreement shall continue in effect from year to year thereafter unless one of the parties Seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 1st of the year prior to the time when modification is desired. The notification in writing is jurisdictional, but after said notice is timely served by any party, either party may thereafter offer any modification of the Agreement. In addition, the parties before September 1, 2015, will give written notice of a wage-opener for the contract year of 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives this 11th day of June, **2013**.

IN WITNESS WHEREOF, the parties hereto have caused the revisions, commencing July 1, 2016, on Wages to this Agreement to be executed by their duly-authorized representatives this 6th day of June, 2016.

WOODBURY COUNTY, IOWA

By: _____
Chairman, Board of Supervisors

COMMUNICATIONS WORKERS
OF AMERICA
(Civilians)

By: _____
CWA Representative

By: _____
CWA Local 7177 President

By: _____
Bargaining Committee

By: _____
Bargaining Committee

By: _____
Bargaining Committee

By: _____
Bargaining Committee

APPENDIX A-1
Wage Schedule
July 1, 2013

Civilian Jailers and Court Security Officers
(Civilian Officers)

3rd Class	**$16.85**
2nd Class	**$17.52**
1st Class	**$18.24**
Senior Corrections/Court Security Officer	**$20.23**
Master Corrections/Court Security Officer	**$22.45**
Sergeants/Court Security Supervisor	**$24.78**

Civilian Process Servers

4th Class	$12.41
3rd Class	$13.14
2nd Class	$13.93
1st Class	$14.93

APPENDIX A-1
Wage Schedule
July 1, 2014

Civilian Jailers and Court Security Officers
(Civilian Officers)

3rd Class	**$17.14**
2nd Class	**$17.83**
1st Class	**$18.56**
Senior Corrections/Court Security Officer	**$20.58**
Master Corrections/Court Security Officer	**$22.96**
Sergeants/Court Security Supervisor	**$25.40**

Civilian Process Servers

4th Class	$12.41
3rd Class	$13.14
2nd Class	$13.93
1st Class	$14.93

APPENDIX A-1
Wage Schedule
July 1, 2015

Civilian Jailers and Court Security Officers
(Civilian Officers)

3rd Class	**$17.48**
2nd Class	**$18.19**
1st Class	**$18.93**
Senior Corrections/Court Security Officer	**$20.99**
Master Corrections/Court Security Officer	**$23.42**
Sergeants/Court Security Supervisor	**$25.91**

Civilian Process Servers

4th Class	$12.41
3rd Class	$13.14
2nd Class	$13.93
1st Class	$14.93

APPENDIX A-1
Re-Open Wage Schedule
July 1, 2016

Civilian Jailers and Court Security Officers
(Civilian Officers)

3rd Class	**$18.00**
2nd Class	**$18.73**
1st Class	**$19.49**
Senior Corrections/Court Security Officer	**$21.61**
Master Corrections/Court Security Officer	**$24.12**
Sergeants/Court Security Supervisor	**$26.68**

Civilian Process Servers

4th Class	$12.41
3rd Class	$13.14
2nd Class	$13.93
1st Class	$14.93