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ARTICLE 7
HOURS OF WORK AND OVERTIME

Hours of Work:

Deputies: Will work a twelve (12) hour shift.

Dispatchers: Will work an eight (8) hour shift. The three regular shifts shall remain 8 am to 4 pm; 4 pm to 12 am; and 12am to 8am.

Jailers: Will work an eight (8) hour shift.

Secretaries: Will work an eight (8) hour shift.

Overtime:

Overtime shall be kept to a minimum consistent with the efficient provision of law enforcement services.

All non-exempt dispatchers, jailers and clerical employees who work in excess of forty (40) hours in any workweek shall be paid either in cash or granted compensatory time off at the rate of one and one half (1 ½) hours off for each hour of overtime worked.

Effective January 1, 2011, all non-exempt deputies shall be paid either in cash or granted compensatory time off at the rate of one and on-half (1 ½) hours off for each hour worked in excess of eighty-four (84) in a fourteen (14) day period.

If, at the end of the fiscal budget year in June, there are funds remaining in the Sheriff's budget, those funds may be used to pay off accumulated compensatory time. That determination shall be the choice of the Employer. If more than one hundred (100) hours of comp time is accumulated; the Employer may require the employee to use additional time off during the same time period as it is acquired. Paid leaves, vacation and holidays shall be counted as working time for the purpose of determining overtime. Except for emergencies, the Sheriff must approve any work in excess of the normal work period in advance. The workweek shall begin at 12:01 am on Sunday and end at 12:00 midnight the following Saturday.

ARTICLE 8
LEAVES OF ABSENCE

The following leaves are made available to fulltime employees.

Section 1 – Sick Leave Accumulation:

Sick leave shall be accumulated at the rate of sixteen (16) hours per month of employment and shall be accumulated to a maximum of seven hundred twenty (720) hours. However, no paid sick leave shall be allowed during the probationary period.

Section 2 – Sick Leave Verification:

When absences due to illness are necessitated, the employee shall notify the Sheriff or the employee's immediate supervisor prior to the beginning of his/her scheduled reporting time. Sick leave use of more than two (2) consecutive days of illness may require a physician's certificate if asked for within the two day period. The Board of Supervisors may request an examination, designate the physician and pay for same.

Section 3 – Sick Leave Conversion:

An employee who has accumulated a maximum of seven hundred twenty (720) hours sick leave shall be allowed to convert additional sick leave to vacation time under the following circumstances:

- Conversation shall be at the rate of four (4) hours vacation time for sixteen (16) hours of sick leave, provided that no sick leave has been taken for the month of accumulation.
- Such converted vacation time shall be used within sixty days following the accumulation and conversation.
- Vacation time taken to this conversion privilege shall be requested at least one (1) week prior to use.
- An employee with eight (8) hours of accumulated and converted additional vacation time may use it by taking one (1) full day of vacation time at his/her election or in smaller intervals if he/she chooses, the exact time of which to be with the approval of the Sheriff.
- Any conversion time taken must be in a minimum of one-half (1/2) day increments.

Section 4 – Sick Leave Utilization

Employees may use accrued sick leave for personal medical, chiropractic, optical, or dental appointments which cannot be scheduled at times other than during working hours. Employees may also use accrued sick leave for personal illness.

Employees may also use up to five days per year to care for sick or injured members of the employee's immediate family, including medical, chiropractic, dental, or optical appointments. Immediate family shall be defined as spouse, parents, children, step-children, or any other resident of the employee's household.

Section 5 – Worker's Compensation:

Generally, an employee who is eligible for worker's compensation may use sick leave for scheduled work days lost during the first three days following the injury or illness. If the employee continues to be eligible for workers' compensation, the employee will be paid at the State of Iowa workers' compensation rate of pay starting on the 4th day of the disability. If the employee is off work for more than 14 calendar days, the insurance carrier will then pay for the first three days following the illness or injury. The County will then deduct the pay for those first three days from the employee's next regular payroll check. An employee may supplement workers' compensation benefits with accumulated sick leave, vacation or compensatory time if the employee requests the supplement in writing. The County will then compensate the employee for the difference

between his or her workers' compensation payment and the available sick leave, vacation or compensatory time payment. The employee's accumulated sick leave, vacation, or compensatory time will be reduced accordingly.

Section 6 – Leave Without Pay:

Upon written request by the employee, prior to the employee exhausting his sick leave and vacation leave, leave without pay may be granted by the Employer in writing. An employee granted leave without pay shall not accrue any vacation, sick leave, or other benefits, except for seniority.

Section 7 – Military Leave:

All probationary and permanent employees shall be granted up to a maximum of thirty (30) days annual leave with pay or as required by military order per the Iowa Code.

Section 8 – Jury Duty:

All permanent employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for that part of the workday required by the jury duty. An employee releases from Jury duty before 11:00 am, shall report to work by 1:00 pm of the same day and an employee released from duty after 11:00 am shall report to work the following morning. Any jury duty pay less mileage received by an employee shall be forwarded to the Sheriff, to be deposited in the General Fund.

Section 9 – Funeral Leave

All permanent employees will be allowed time off with pay in accordance with the following schedule:

- Up to three (3) days per occurrence for arrangement and attending the funeral of a spouse, parent, child, grandparents, brother, sister, and step-child of the employee.
- Up to one (1) day per occurrence for arrangement and attending the funeral of a son-in-law, daughter-in-law, father-in-law, mother-in-law, grandchildren, brother-in-law, sister-in-law, aunt, or uncle of the employee.
- Up to one (1) day per occurrence for funeral leave as a pallbearer and up to one (1) day for present employees of the Employer.

Any additional time needed for travel to and from funeral locations or other circumstances that may require additional time may be extended with prior approval of the Sheriff.

Section 10 – Retirement

Upon retirement, employees will be paid for unused sick leave at a rate of ten dollars (\$10) per day, up to a maximum of \$900. In the event of death, the estate of such employee will receive all earned pay plus vacation time accumulated.

Section 11 – Court Time

An employee called into court outside his/her scheduled hours shall be paid, either in cash or comp time, a minimum of one hour (1) at time and-one-half the employee's regular straight time hourly rate for all hours worked.

Section 12 – Personal Day

All employees shall receive one (1) personal day each fiscal year to be used as they choose after giving a minimum of 48 hours notice and providing that their shift can be covered appropriately. Personal days may not be carried over from year to year. Days shall equate to eight (8) hours for Tele-Communicators and Jail Officers and twelve (12) hours for Deputy Sheriffs.

**ARTICLE 9
HOLIDAYS**

All full-time employees shall be eligible for holiday pay leave for each observed holiday. When a holiday falls on a Saturday the preceding Friday shall be granted. When a holiday falls on a Sunday the following Monday shall be granted. Holidays observed by eligible employees are as follows:

- | | |
|---|------------------------|
| New Year's Day | Labor Day |
| President's Day | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving |
| Two (2) days at Christmas as designated by the Board of Supervisors | |

A full-time employee who works on a holiday shall receive double time pay. A deputy who does not work a holiday shall receive twelve (12) hours vacation; dispatchers, jailers, and secretaries who do not work a holiday shall receive eight (8) hours vacation.

If a holiday falls on a regularly scheduled day of work for a full-time employee, the employee may choose to work the holiday or not.

**ARTICLE 10
VACATION**

All regular full-time employees shall be eligible for vacation on their seniority date as listed below:

<u>Continuous Service Requirement</u>	<u>Vacation Earned</u>
During the 1st full year of continuous service	2 hrs/pay period (4 hrs/mo)
At least 1 year, but less than 8 years	4 hrs/pay period (8 hrs/ mo)
At least 8 years, but less than 15 years	5 hrs/pay period (10 hrs/mo)
15 years plus	6.667 hrs/pay period (13.333 hrs/mo)

ARTICLE 12
UNION RIGHTS

Section 1 – Time Off for Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representative shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. Such time off shall not be detrimental in any way to the employee's record.

Section 2 – Union Bulletin Boards

The Employer shall provide bulletin boards and/or space at the Law Enforcement Center. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

Section 3 – Information Provided to Union

At least once each month, the Employer shall notify the Union in writing of the following personnel transactions involving bargaining unit employees: New hires, promotions, bid numbers where such are used, reallocation, layoffs, reemployment, transfers, leaves, returns from leave, suspension, discharge, and termination.

In addition, the Employer shall furnish the Union every July with the current seniority rosters and reemployment lists, applicable under the seniority provisions of this Agreement.

In all transactions listed above, employees' Social Security Numbers shall be provided.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 1 – Definition

A grievance shall be a written complaint alleging a violation involving the application and interpretation of the provisions of this Agreement.

Section 2 – Grievance Steps

A. Step One

Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be presented to the Sheriff. The grievance shall be written on a form provided by the Union. It shall specify the specific provisions of the Agreement that have been allegedly violated. The grievance shall be filed in the name of an individual employee or in the name of the Local Union. The grievance must be filed within fourteen (14) calendar days of the

incident precipitating it. The grievant, with the Union steward, shall meet with the Sheriff within seven (7) calendar days of the filing of the grievance. The Sheriff shall respond in writing on the grievance form within seven (7) calendar days of the meeting.

B. Step Two

If dissatisfied with the Sheriff's answer to Step One, the grievance must be appealed to the Board of Supervisors within seven (7) calendar days. The grievant, with the Union Steward and Union Representative, will meet with the Board of Supervisors within seven (7) calendar days of the receipt of the grievance by the Board in an attempt to resolve the grievance. The Board shall respond in writing on the grievance form.

C. Step Three – Grievance Arbitration

Grievances, which have not been settled under the foregoing procedure, are eligible for arbitration. For the purpose of selecting an impartial arbitrator, the parties or party shall request the Iowa Public Employment Relations Board to submit a five member panel of arbitrators. The parties shall strike alternately from the list until one name remains. The parties shall contact the arbitrator and set a date for the arbitration hearing. The parties shall exchange witness and exhibit lists no less than one week prior to the date of the hearing. If not provided to the other party one week prior to the hearing, neither party may use the evidence at the hearing.

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

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The grievant and the Union Steward will be in pay status for any Step Two and Step Three meetings.

The decision to proceed to arbitration shall be an exclusive determination of AFSCME/Iowa Council 61.

Section 3 – Time Limits

If a grievance is not presented within the time limits set herein, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or within any written extension agreed to by the parties, it shall be considered settled on the

basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement between the Employer and the Union. The same arbitrator may hear more than one grievance only by mutual written agreement of the parties.

ARTICLE 14 **INSURANCE**

The County's present group health and major medical insurance policy shall remain in effect for the life of this Agreement. However, the County may change insurance carriers without consent of the Union so long as equivalent coverage is maintained. The County shall pay all but \$10.00 of the policy premium for single person coverage and 85% of the policy premium for family coverage. Effective January 1, 2011, employee out-of-pocket deductibles are set at \$500/single and \$1000/family. Also effective January 1, 2011, the employee cost per prescription remains at \$8.00 for generic drugs, but increases to from \$10.00 to \$15.00 for all other prescriptions. In addition, effective January 1, 2011, office visit co-pays will no longer apply to the employee's annual deductible. Other options to the health insurance plan may be made available to employees. These options, if elected, may be permanent. Employees wishing to change to other options will be advised and must sign a waiver that they understand the consequences.

The County shall pay the policy premium for single and family coverage of the Delta Dental plan, effective July 1, 2006. The County may change insurance carriers to a carrier approved by the Iowa Insurance Commission without the consent of the Union so long as the benefits and coverage provided are equal to or in excess of those benefits and coverage provided prior to the change of companies.

The County shall pay the policy premium for \$25,000 group term life insurance for each employee and \$2,500 group term life insurance on each employee's spouse and dependent child. However, such coverage is \$100 on dependent children from age fourteen (14) months to six (6) months and \$2,500 from age six (6) months to nineteen (19) years, (twenty-five years if a full-time student). Term life insurance coverage for employees older than age 65 will be subject to all terms and conditions of the contract with the insurance carrier selected by the county.

The County shall pay for a Standard Vision policy for employees and/or employee families based upon their tier level of health insurance coverage through their health care provider.

The County shall reimburse employees up to \$100.00 per calendar year for the documented costs of memberships at any Greene County facility dedicated to "wellness promotion.

ARTICLE 17
DISCIPLINE AND DISCHARGE

The parties recognize the authority of the Employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause, recognizing and considering progressive discipline, where appropriate.

The following steps will normally only be taken in an attempt to resolve problems of unsatisfactory conduct which are not of a serious nature:

1. The Sheriff will normally give an employee a verbal warning and may place a written notation of this in the employee's personnel file.
2. If unsatisfactory conduct continues, the Sheriff will normally issue a written warning. The copy will be placed in the employee's personnel file.
3. If such conduct continues, the employee may be suspended without pay.
4. If such conduct is repeated, the County will terminate employment of the employee. A written report of this action and the reasons for it will be placed in the employee's file.

If an employee goes without discipline for twelve (12) months following a written or verbal warning, the employee will start at step one of the above steps. In cases of serious misconduct, the Employer shall have the right to suspend or discharge immediately.

ARTICLE 18
NON-DISCRIMINATION IN EMPLOYMENT

There shall be no discrimination in Employment by the Employer or the Union toward any employee because of their membership or non-membership in the Union.

ARTICLE 19
SEPARABILITY

If any provision of the Agreement is subsequently declared by the proper or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, then that provision should be deleted from this Agreement to the extent it violates the law, and shall be renegotiated, if legally negotiable. All other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

This Agreement nullifies and supercedes any previous practice, understanding or precedent between the parties.

During the period of this Agreement, neither the Employer nor the Union will be required to negotiate any further matters affecting this Agreement, except to the extent above stated.

ARTICLE 20
DURATION

This Agreement shall be effective as of July 1, 2014, and will remain in effect until midnight, June 30, 2017.

For the Employer

GREENE COUNTY SHERIFF
AND BOARD OF SUPERVISORS

By _____
Supervisor

By _____
Sheriff

For the Union

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL

By _____
Staff Representative

By _____
Employee Representative

By _____
Employee Representative

By _____
Employee Representative

ARTICLE 20
SCHEDULE "A"

GREENE COUNTY SHERIFF'S OFFICE

BASE SALARIES FOR 2013/2014

Full Time Salaries

Dave Kersey, Deputy Sheriff	\$41,826.75	
Shane Monthei, Deputy Sheriff	\$39,330.00	
Shane Allen, Deputy Sheriff	\$39,330.07	
Nathaniel Chapman, Deputy Sheriff	\$39,224.05	Effective 01/01/14 \$39,750
Kirk Hammer, Deputy Sheriff	\$39,099.71	Effective 01/01/14 \$39,400

Mindy Durlam, Tele-Communicator	\$32,493.73
Lesa S. Seil, Tele-Communicator	\$35,278.92
Pierre Kellogg, Tele-Communicator	\$32,233.17
Dallas Chargo, Tele-Communicator	\$32,385.60

Tressa L. Hatfield, Jail Officer	\$30,947.24
Justin Durlam, Jail Officer	\$29,755.64
Steve Cort, Jail Officer	\$29,080.00
Phyllis Jean Tuhn, Jail Officer	\$30,436.50

Part Time Hourly Rates

Heath Enns	\$16.72
Les Fister	\$16.72

Emily Oleson	\$13.93
Matt Roberts	\$12.41
Shawn Olson	\$10.00
Terry Hoefle	\$10.00

Kathy Booth	\$12.36
Brad Riphagen	\$12.31
Garrett Riedesel	\$10.00

Hire Rates:

Deputy Sheriff	\$39,000
Telecommunication	\$29,000
Jailers	\$28,000