

COLLECTIVE BARGAINING AGREEMENT

between

STORY COUNTY, IOWA

BOARD OF SUPERVISORS

and

**PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES
LOCAL 2003
(SHERIFF'S DEPUTIES)**

JULY 1, 2024 - JUNE 30, 2027

AGREEMENT

THIS, AGREEMENT entered into this 1 day of July, 2024 by and between STORY COUNTY, hereafter referred to as the "Employer", and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL 2003, hereafter called the "Union". Throughout this Agreement, wherever the "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE I RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all employees of the Story County Sheriff's Office, including all full-time and part-time employees of the Sheriff's Office, including: Deputies, Detectives, Detention Officers, Telecommunicators, Financial Data Manager/Office Services Technicians, and Cooks as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 3618, dated April 26, 1988, Case No.4331, dated December 13, 1990, Case No. 6108, dated November 8, 1999, Case No. 8233, dated May 4, 2010 and Case No 102133 dated December 13, 2017, which excludes the Sheriff, Chief Deputy, Lieutenants, Sergeants, Communications Commander, Jail Administrator, Assistant Jail Administrator, Communications Operations Manager, Detention Supervisors, Office Manager/ Budget Supervisor, and all other employees excluded by Iowa Code 20.4

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3 NO STRIKE - NO LOCKOUT

The Employer agrees that during the term of this Agreement it will not engage in any lockout of employees. The Union agrees that during the term of this Agreement, there shall not be any work stoppage, strike, slowdown, picketing, boycott, or any other action on the part of the Union or the employees represented by it which will interrupt or interfere with the operation of the County.

**ARTICLE 4
SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 5
GRIEVANCE PROCEDURES AND ARBITRATION**

The parties agree that an orderly and expeditious resolution of grievances is desirable. For purposes of this Article, the words employee(s) or grievant(s) shall also mean and include the Employee Organization/Union. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

A. Informal: An employee shall discuss a complaint or problem orally with his/her immediate supervisor within seven (7) calendar days following its occurrence in an effort to resolve the problem in an informal manner.

B. Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the employee's immediate supervisor within seven (7) calendar days following the oral discussion. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts as they know them to be. Within seven (7) calendar days after this Step 1 meeting, the supervisor will answer the grievance in writing.

Step 2. If the aggrieved employee is not satisfied with the supervisor's answer at Step 1, the aggrieved employee and/or the Union shall present the grievance in writing to the Sheriff within seven (7) calendar days of the supervisor's answer. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts and witnesses as they know them to be. Within seven (7) calendar days after this Step 2 meeting, the Sheriff will answer the grievance in writing and state all facts and witnesses as he/she knows them to be.

Step 3. If the aggrieved employee is not satisfied with the supervisor's answer at Step 2, the aggrieved employee and/or union and the County shall request the grievance be submitted to an outside independent mediator. Mediation shall be scheduled at a mutually agreeable time between the parties and the mediator. Mediation shall be a pre-requisite to referring the grievance to Step 4.

Step 4. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within seven (7) calendar days after the date of the Sheriff's answer given in Step 2.

An aggrieved employee may elect to have a Union representative present at the grievance meeting(s).

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was known. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) calendar days after receipt by either party of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Public Employment Relations Board, to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the parties flipping a coin to see who strikes first.

After each party has eliminated the name of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case. The date for the arbitration hearing will be determined by the parties and the arbitrator within sixty (60) days following the date of the selection of the arbitrator.

The fees and expenses of the arbitrator will be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change or amend the terms, conditions, or applications of the collective bargaining Agreement. The arbitrator shall not have power to accept or decide any grievance which involves a matter with the jurisdiction of the Civil Service Commission (Chapter 341A, Code of Iowa). The arbitrator's decision shall be binding on both parties.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon written mutual agreement of the Union and Employer.

In the event that any employee takes action on any complaint in any other forum, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding this issue. 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.

Individuals involved with a grievance procedure may discuss the issue during the working day with involved individuals, but without payment if discussions extend beyond the employee's normal working hours. The aggrieved employee and all County-employed witnesses shall be granted time off with pay to attend a grievance meeting or hearing.

ARTICLE 6 SENIORITY

Seniority means an employee's length of full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis. Part-time employees shall accrue seniority on a pro rata basis.

If more than one employee has the same date of hire with the County, the employees' Social Security number will determine the most senior employee. Using the last two (2) numbers, the employee with the lowest number will be the most senior employee.

Probationary Period – Employees other than Deputy Sheriffs

A probationary employee is an employee who has not yet completed twelve (12) consecutive months of service with the employer. If the employer and employee agree, the probationary period can be extended for any period up to a maximum of six (6) months. A probationary employee may be disciplined or discharged by the Sheriff without cause and without recourse to the grievance procedure.

Probationary Period - Deputy Sheriffs

If a Deputy Sheriff has successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a deputy sheriff, the probationary period shall be for a period of up to nine months and shall commence with the date of initial appointment as a deputy sheriff. If the Deputy Sheriff has not successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a deputy sheriff, the probationary period shall commence with the date of initial employment as a deputy sheriff and shall continue for a period of up to nine months following the date of successful completion of training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy.

The discipline and removal of Deputy Sheriffs will be governed by the provisions of Iowa Code Chapter 341A.

An employee shall lose their seniority and employment relationship shall be broken and terminated as follows:

- a. Employee quits
- b. Employee is discharged
- c. Engaging in other paid work while on sick leave, or giving false reason for obtaining a leave of absence.

- d. Two (2) days per year of absence without notice to the Employer.
- e. Failure to report for work at the end of leave of absence.
- f. Failure to report to work fourteen (14) days after being notified to return to work following layoff, when notice of recall is sent to the employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- g. Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- h. Employee retires.
- i. An employee is absent from work for any reason for over one (1) year or for a period of time equal to his/her seniority, whichever is shorter. This may be extended at the discretion of the Sheriff.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

The Union shall be furnished with a seniority list of all employees covered by this Agreement.

Staff Reduction. When the working force is to be reduced, the Employer will select which job classification is to be reduced. The employee with the least qualifications and ability will be removed first, when qualifications and ability are relatively equal, in the judgment of the Employer, the employee with the least seniority in the job classification will be removed. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must report to work in fourteen (14) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement. Employees will have one opportunity to accept or reject an offer of recall. Employees who reject an offer of recall will forfeit their recall rights.

Employees shall have recall rights for a period of twelve (12) months following the date of their layoff.

If the Employer creates a new position, the Employer and the Union shall bargain through impasse collectively with respect to wages, hours, and other terms and conditions of employment as defined by Section 20.9 of the Public Employment Relations Act.

Deputies regardless of work assignments are the same job classification of Deputy.

ARTICLE 7 HOURS OF WORK

The purpose of this article is not to be construed as a guarantee of hours of work or pay per day or hours of work or pay per week. Determination of daily and weekly hours of work shall be at the sole discretion of the employer. The normal workweek shall be from Sunday beginning at 12:00 a.m. through 12:00 midnight of the following Saturday.

Unless otherwise addressed in this Article, the normal workday and work scheduled for Deputies, Detention Officers, and Telecommunicators shall consist of the following schedule for a 27 day cycle: Schedule for six (6) months when training is held: 6 days on followed by 3 days off; 6 days on followed by 2 days off; 7 days on followed by 3 days off. Schedule for remaining six months when training is not held: 6 days on followed by 3 days off; 6 days on followed by 3 days off; 6 days on followed by 3 days off. Each workday for Detention officers and Telecommunicators shall consist of three (3) shifts, and each workday for Deputies shall consist of seventeen (17) shifts, each shift of eight (8) hours. Detention Officers and Telecommunicators are not allowed breaks and are expected to be on duty at all times.

The normal work week for a Deputy assigned to Civil Process shall consist of the following: Monday through Friday. The hours of work shall be selected by the employer from the shifts outlined for "Deputy" in this Article.

The normal work week for a Deputy assigned to the Jail as a Transport Officer shall consist of the following: Monday through Friday. The hours of work shall be selected by the employer from the shifts outlined for "Deputy" in this Article.

The parties understand and agree the above schedule for Deputies, Detention Officers and Telecommunicators does not equal 2080 hour per year. The difference in time between the above schedule and 2080 hours is utilized in the holiday compensation, as outlined in Article 10 of this agreement.

The normal workday and work schedule for a FDMOST shall consist of the following:

- FIRST SHIFT: 7 a.m. - 3 p.m. Monday through Friday; 8 a.m. - 4 p.m. Monday through Friday; 9 a.m. - 5 p.m. Monday through Friday; 7 a.m. - 5 p.m. for four days.
- SECOND SHIFT: 3 p.m. - 11 p.m. Monday through Friday for three weeks; 1 p.m. - 11 p.m. every fourth week (four days). The normal work week shall consist of 40 hours per week. The employer reserves the right to schedule working hours.

The normal workday and work schedule for a cook shall consist of the following: 8:00 a.m. - 6:00 p.m. and will not exceed forty (40) hours in a workweek. The current practice of breaks and meal periods will continue.

FDMOST – Each workday shall consist of eight (8) hours with a one-half (1/2) hour paid lunch period. Except for the Mon-Fri 7 am – 5 pm for 4 days, this work week will consist of each workday consisting of 10 hours with a one-half (1/2) hour paid lunch period.

The normal workday and work schedule for a Detective shall consist of the following: 8:00 a.m. - 4:00 p.m. Monday through Friday. Each workday shall consist of eight (8) hours with a one-half (1/2) hour paid lunch period.

The yearly work schedule shall be posted by December 1st and effective January 1st and posted by June 1st effective July 1st of each year, for all bargaining unit employees. It is understood and agreed that the Employer may revise work schedules in order to adequately staff each shift. The Employer shall give the Union thirty (30) days' notice of any major change in the work schedule, except in the event of an emergency. Shifts shall be bid twice each year, no later than

November to begin in January and no later than May to begin in July. Bid sheets shall be posted for no less than twenty-one (21) days. The employee within the division with the greatest length of service shall have the first choice of shift

If you voluntarily bid a different shift, any pre-approved vacation may be subject to change.

Bidding shall be done by all bargaining unit members on the basis of seniority for the following shifts:

Telecommunicator	Detention Officer	Deputy
0700 – 1500	0700 – 1500	0700 – 1500
1500 – 2300	1500 – 2300	0800 – 1600
2300 – 0700	2300 – 0700	0900 – 1700
		1000 – 1800
		1100 – 1900
		1200 – 2000
		1300 – 2100
		1400 – 2200
		1500 – 2300
		1600 – 0000
		1700 – 0100
		1800 – 0200
		1900 – 0300
		2000 - 0400
		2100 – 0500
		2200 – 0600
		2300 – 0700

Call Back Time. An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at the overtime rate unless such call back is tied to the beginning or end of his/her shift. Employees on special days off (i.e. vacation, holiday, comp time, etc.) shall be called back only after all others on normal routine time off have been called.

Court Time. An employee required to appear for court during off duty hours shall be paid a minimum of two (2) hours pay at the overtime rate, unless the court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event, the employee is paid for actual time spent.

On-Call Pay. All bargaining unit employees who are required to be in on-call status shall be compensated at their computed hourly rate of ten (10) hours per week for each week spent in on-call status. At present, the only employees required to be on-call are detectives.

If gender balance in the jail division, required by Iowa Code 356, is not achieved after the bidding process, the employer will request volunteers to move to another shift. If there are insufficient volunteers to achieve gender balance, assignment will be made by the employer based on seniority.

12 Hour Shifts

The parties mutually agree to establish a Labor-Management Committee to assess the possibility of moving to a 12 hours shift schedule as follows:

The Labor Management Committee (LMC) shall consist of the Sheriff and his designee(s) and one bargaining unit member of each of the 24 hour divisions within the department. The Sheriff shall request to assemble the LMC at such time as he feels it is absolutely necessary to implement 12 hours shifts in any of the 24 hour divisions. The LMS, shall as a whole, assess the situation, and choose to either enact or not to enact a 12 hours shift schedule. Should the LMC choose to enact a 12 hour shift schedule, the LMC, shall as a whole, also choose a length of time for which 12 hour shifts should be in place.

Should the Sheriff feel it absolutely necessary to extend the period of time the LMC had established for 12 hour shifts to be in place, the Sheriff may request to assemble the LMC before the time expires and the LMC, shall as a whole, assess the situation and choose whether to extend the time period.

In the event of an emergency, such as a natural disaster, the Sheriff shall have the authority to go to 12 hour shifts, if it is felt to be absolutely necessary, without assembling the LMC. The implementation of 12 hours shifts shall be temporary and only meant to get the department through the emergency. Should the Sheriff want to extend the 12 hour shifts, then the LMC shall be assembled.

ARTICLE 8 OVERTIME

FDMOST and Cooks classifications will be paid, either in cash or compensatory time, at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for all hours worked in excess of the employee's normal workday or work schedule. The choice between cash and compensatory time will be made by employees during open enrollment.

Deputies, Detention Officers and Telecommunicators shall be paid, either in cash or compensatory time, at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for all hours worked in excess of the normal workday or work schedule. An employee may request time off within the pay period equal to any hours in excess of the normal workday or normal work schedule. If the request is granted, these hours will be taken hour for hour. Compensatory time off must be approved by the Sheriff and will normally require a one (1) day notice.

Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the Sheriff.

An employee may accumulate a maximum of forty-eight (48) hours of compensatory time. An employee shall be able to carry over forty-eight (48) hours of compensatory time from fiscal year to fiscal year. Once an employee reaches the maximum accumulation, overtime will be paid at the rate of one and one-half (1 1/2) of the employee's regular hourly rate.

The employer will attempt to distribute contract overtime work (i.e., ISU events, GTSB projects, high school functions, Martin Marietta, etc.) among sworn, regular full time bargaining unit employees prior to the contract overtime work being offered to other persons, notwithstanding those contract events which require supervisory personnel (i.e., VEISHEA).

Such contract overtime work shall be rotated as equitably as possible.

Sworn personnel working contract overtime events shall be paid at regular overtime rate.

Any accrued compensatory time will be paid out at the employee's current rate of pay to the employee prior to any promotion out of the bargaining unit and also if the employee changes his/her election from compensatory time to cash payment.

The parties agreed method by which overtime is distributed to Telecommunicators is as follows: Coverage of staff shortage with overtime is an administrative responsibility. It is dependent upon several factors including staff availability, notice of staff shortage and hours to be covered. It's the responsibility of the shift supervisors to find coverage for their shift(s). It is not the responsibility of the personnel to work all staff shortages.

Shift Supervisors cover staff shortages on a case by case basis.

- If a staff shortage exists, the shift will be covered by personnel who are, or will be, coming on duty.

- If scheduling conflicts occur with on-duty personnel, off duty personnel will be asked to cover the staff shortage.
- In the event no one is willing to work the shift, mandatory overtime may be required and is based upon least seniority, on a rotating basis, in the communication division.
- When possible, staff shortages known in advance, will be posted for review by communications personnel and filled on a voluntary basis.

The Parties agree that bumping and overtime will be handled, in the Jail Division, in the following manner.

1) Definitions

- a) Bumping: For the purposes of this agreement, "Bumping" is defined as the temporary assignment of an officer to a shift other than their normally scheduled shift to cover for a staff shortage.

2) Procedure for Bumping

- a) Bumping may be used to cover non-supervisory staff shortages caused by Staff Vacations, Sick Time, FMLA, Military Leave, Staff Training, Schools, Special Assignments, and other situations resulting in insufficient shift staffing.
- b) Situations requiring Bumping will be identified on or before the 20th of the preceding month.
- c) Situations requiring bumping will be assigned in reverse order of seniority, on a rotating basis. The least senior officer available to bump will be bumped first, followed by the second least senior officer. An officer, having been bumped once, will not be bumped again unless all available officers to bump have been bumped once. Said another way, the least senior available officer, with the least amount of bumps, will be bumped.
- d) At the beginning of each calendar month, the process will begin again with the least senior available officer. The previous month's history will not be considered when determining the next month's bumps.
- e) Longer term staff shortages covering multiple consecutive days may be assigned to a single officer.
- f) Detention officers with 20 years or more of seniority will have the option to decline a shift bump by submitting a schedule change request before the beginning of the month in which the shift bump occurs. A vacant shift resulting from a declined shift bump shall be posted as voluntary overtime to be filled, the declining detention officer is not eligible to sign up for the resulting overtime assignment. However, if the voluntary overtime assignment is not filled, the declining detention officer is subject to the mandatory overtime provisions in this agreement, and as such, may be required to fill the overtime vacancy.

3) Procedure for Overtime

- a) Overtime may be required to cover both scheduled and last minute staff shortages.

- b) Overtime for certain situations may require officers with certain characteristics, abilities or certifications (i.e. sworn officer, armed officer, female officer, supervisory officer, etc.)
 - i) Vacancies for these situations will be filled using current and available on duty personnel before mandating off duty personnel
- c) Overtime will be offered to all on duty staff on a voluntary basis, prior to being assigned as mandatory to an officer.
- d) Mandatory overtime will be assigned in reverse order of seniority on a rotating basis.
- e) Mandatory overtime will normally be assigned to officers at the beginning or end of their shifts, and will not be assigned to people on days off unless absolutely necessary.
- f) At the beginning of each calendar month, the process of tracking mandatory overtime will be reset to the least senior officer and the previous month's mandatory overtime assignments will not be considered when assigning the next month's mandatory overtime.
- g) Overtime identified in advance (generally, one day or more notice) will be posted for signup in master control.
- h) If no one volunteers for posted overtime, it will be assigned as outlined in sections 3d, 3e and 3f.
- i) Overtime that becomes necessary with short notice (generally less than one day's notice i.e. coverage for officers calling in sick) will be handled in the following manner:
 - i) Overtime will be offered to all on –duty staff on a voluntary basis.
 - ii) If no one volunteers, the person in line for mandatory overtime will be notified that they will be required to work the overtime.
 - iii) An officer, having notified of his/her status as the next officer to be assigned mandatory overtime, will not be considered "on-call".
- j) In the event of an emergency situation requiring immediate personnel, supplemental staff may be called in based on their proximity to the jail and their ability to respond in a timely manner.
- k) Any Overtime volunteered for during the previous month will be calculated and used towards the current month's forced overtime needs.
- l) Officers that volunteered for overtime during the previous month will earn a credit for each day volunteered
- m) When forced overtime is needed the person with the least amount of seniority and credits will be required to stay or come in early.
- n) This list will be maintained by Admin and kept on the Supervisors Bulletin board located in Booking so everyone can keep informed of their status.

**ARTICLE 9
HOLIDAYS**

Full-time employees, and part-time employees on a pro rata basis, are eligible for the following paid holidays: New Year's Day, Martin Luther King Jr Day, Presidents Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and two (2) days at Christmas. Holidays will be observed according to the schedule outlined beginning at the start of the employees shift and ending with that shift. Any additional holidays recognized by the Board will be added to the Agreement.

Full-time and part-time non-shift employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time and one-half (1 1/2) for all hours worked except hours worked which exceed an employee's normal scheduled hours will be paid at double time. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday or unless on an excused absence.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

For employees on a Monday - Friday work schedule, e.g., FDMOST, Detectives, Civil Process Deputies and Transport Deputies, when a designated holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday, and when the holiday falls on a Sunday, the following Monday shall be observed as the legal holiday.

Full-time 6-3 shift employees, and part-time shift employees on a pro rata basis, will be granted ninety-six hours (96) personal time in lieu of holidays (July 1) per fiscal year. Any unused personal days shall be paid to the employee at the employee's regular hourly rate at the end of the first full pay period at the end of the fiscal year (June 30).

If an employee uses more personal days than actual holidays that have transpired in the year and employment is severed, the County will be reimbursed for the personal days by deducting the hours from the employee's vacation payout or by the employee reimbursing the County for the personal day.

Cooks will be considered shift employees for purposes of this article.

Probationary employees will be granted personal days based on the number of holidays remaining in the fiscal year. Personal days accrued and not used at the time of separation from county employment will be reimbursed on a pro-rata basis.

ARTICLE 10 VACATIONS

Full-time employees and part-time employees, on a pro rata basis, shall be entitled to paid vacations as follows:

After one (1) year of continuous full-time service, eighty (80) hours.

After five (5) years of continuous full-time service, one hundred twenty (120) hours.

After ten (10) years of continuous full-time service, one hundred sixty (160) hours.

Up to forty-eight (48) hour of vacation time can be carried over from one year to the next. After fifteen (15) years of continuous full-time service, an employee may carry over sixty (60) hours of vacation time. After twenty (20) years of continuous full-time service, an employee may carry over eighty (80) hours of vacation time.

Vacation requests of three (3) or more days must be submitted by the 20th of the preceding month, however, requests may be made at any time in advance of the 20th of the month. The scheduling of vacation leave must have prior approval of the Sheriff and will be granted at his discretion. The Sheriff may require the rescheduling of vacation leave only when, in his judgment, it is absolutely necessary. Vacation time will normally be taken in weekly increments. Vacations of a shorter duration must be approved by the Sheriff and will normally require a three (3) day notice. Notification of approval or denial will be given within seven (7) calendar days. Personal days will be handled like compensatory time off.

FDMOST classification may request vacation leave up to one (1) year in advance without having to wait for pending approval due to shift bids. Notification of approval or denial will be given within seven (7) calendar days of the date on which the request was received.

Vacation leave shall be computed on an hourly basis and credited to each employee's account every pay period. Employees resigning or terminated before they have completed six (6) months of continuous employment will not be eligible for any vacation benefits, and employees who have not completed six (6) months of continuous employment will not be eligible to use vacation benefits.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

An employee shall not accrue vacation leave during periods of temporary layoff, suspension or leave without pay.

Except for 6-3 shift employees, vacation extending through an officially designated holiday shall not have that holiday charged against vacation leave.

Any full-time or part-time employee separated from County employment by reduction in force, resignation, death or otherwise, shall be paid or have payment made to his/her estate or legal beneficiary in the amount of any unused vacation leave earned.

Employees who work on a scheduled vacation day shall be compensated at the employee's normal pay for the day or week he/she was scheduled to work.

If an employee's vacation leave has been denied, resulting in an employee reaching the cap, the amount of vacation leave which would otherwise be lost, will be reimbursed at an employee's straight time hourly rate.

ARTICLE 11 SICK LEAVE

Accumulation. Sick leave shall be accrued by a full-time employee, or a part-time employee on a pro rata basis, at the rate of one and one-half (1 1/2) days for each month to a total of nine hundred sixty (960) hours.

Family Medical Leave Act. Employees who have at least one year of service with Story County and who have worked at least 1,250 hours in the previous twelve-month period may take an unpaid leave of up to twelve weeks for the following reasons:

1. Birth of a child
2. Placement of a child for adoption or foster care
3. Care of an ill spouse, parent, or child
4. Illness of an employee

Employees may elect, however to use vacation or sick leave as part of the twelve-week family leave. In no event will the total amount of family medical leave, utilized for numbers 1, 2 or 3 above, be permitted to exceed twelve continuous weeks without prior approval of any employee's department head or elected official.

Employees on family leave will have their health insurance continued in the same manner as if leave was not taken. Employees who are required to contribute part of the cost of health insurance will need to make arrangements with Human Resources for timely payments of premiums.

Employees requesting leave must provide thirty days written notice when possible. In addition, employees must indicate the date they expect to return to work.

The employee shall have the right to be restored to the same position that the employee held when the requested FML started, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

Use of Sick Leave. Accumulated sick leave may be used for any disabling or confining medical condition, personal illness, injury, and pregnancy related matters, medical or dental appointments or on the job injury or disability. A medical doctor's written verification of illness or injury may be required by the employer for substantiation of an illness or injury exceeding three (3) consecutive workdays or any time when sick leave abuse is reasonably suspected.

Except for 6-3 shift employees, if a holiday falls within a paid sick leave, that day will be counted as a holiday and not as a day of sick leave.

Sick leave shall be taken in increments of at least one (1) hour at a time.

Notification. When absences due to sicknesses are necessitated, the employee shall normally notify the Sheriff at least one (1) hour prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Probationary Employees. Probationary employees, with less than sixty (60) days service, are not eligible for sick leave benefits. After successful completion of this sixty (60) day period, sick leave earned during such time period will be credited to the employee's account as of his/her date of employment.

Workers Compensation. An employee may use sick leave, to the extent it is available, for an on-the-job injury for disability. If an employee so elects to use such sick leave in any period for which an employee is receiving Workers Compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period of sick leave under this contract, if the injury or disability had not been compensable. During the statutory waiting period, an employee may choose to use sick leave to the extent it is available. Any amount paid to an employee under this section shall be chargeable against the employee's sick leave. After all sick leave is used, an employee may elect to use any available compensatory or vacation time accumulated.

Family Illness. The Employer may allow the use of sick leave to take care of an employee's immediate family (parents, spouse, child) for medical reasons. This use of sick leave shall not exceed eighty (80) hours per calendar year.

Sick Leave Donation. In the event that an employee exhausts his/her accumulated sick leave days, vacation, accrued personal days and accumulated compensatory time, the Board, upon the recommendation of the Director of Internal Operations and Human Resources, may grant additional sick leave days, or, with permission from the affected individual, the Director of Internal Operations and Human Resources may request voluntary donations of sick leave from staff for use by the affected employee for his/her personal illness or injury. The Director of Internal Operations and Human Resources will determine the number of days to be granted on a case-by-case basis and in doing so will consider medical information supplied by the affected employee. Each employee may voluntarily donate up to 2 days of sick leave per request. Donations will be taken in the order received until the maximum number of days required is met. The Director of Internal Operations and Human Resources may approve and request additional donation days for the same individual if the original allotment runs out and the Director of Internal Operations and Human Resources deems it appropriate to offer additional extended leave. Donated sick leave days which are not used by the affected employee will be cancelled and not returned to donating employees.

Wellness Days. Employees who have reached their maximum accumulation of sick leave, shall be able to convert sick leave to wellness days, up to a maximum of two (2) days or sixteen (16)

hours per year. These days will not carryover from year to year and must be used by the end of the fiscal year. This provision will be administered as provided by the Board policy regarding wellness days.

**ARTICLE 12
FAMILY DEATH**

A full-time employee, or part-time employee on a pro rata basis, shall be granted up to six (6) working days leave of absence with pay for attendance at the funeral and other related functions in the event of death of an employee's spouse, child. A full-time employee, or part-time employee on a pro rata basis, shall be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions in the event of death of an employee's parent, step-parent, step-child, parent-in-law, brother, or sister. In the event of death of a grandparent, grandchild, brother-in-law, or sister-in-law, an employee may be allowed time off with pay, not to exceed three (3) days. A period of eight (8) hours with pay may be granted to an employee when attending funeral services for the employee's aunt or uncle. Employees may be granted four (4) hours with pay when attending funeral services for fellow county workers as well as for fellow retired county workers. Payment for this time shall be made only if the funeral has actually been attended.

**ARTICLE 13
MILITARY LEAVE**

An employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

**ARTICLE 14
JURY DUTY LEAVE**

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, except for mileage and meal expense, when the employees scheduled working hours and jury duty conflict. Every effort will be made to excuse the employee from work duty if his/her scheduled working hours and jury duty conflict. When released from jury duty during working hours, the employee will report to work within two (2) hours.

**ARTICLE 15
UNPAID LEAVE OF ABSENCE**

An unpaid leave of absence may be granted at the discretion of the Sheriff for a period not to exceed one (1) years duration for illness or other legitimate reasons. While on an unpaid leave, an employee:

- a) receives no compensation or benefits;
- b) does not earn any leaves or other benefits;
- c) does not contribute to retirement programs;
- d) must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired;
- e) does not accrue seniority after thirty (30) days.
- f) Employees on unpaid leave shall participate in any shift bids that take place while on leave, in writing. (i.e. email)

ARTICLE 16 ASSOCIATION DUES

The Employer will pay the dues for each eligible employee to the Iowa Sheriffs and Deputies Association and the National Sheriffs Association.

ARTICLE 17 TRAINING

It is recognized that not only the employer wishes to provide training, but also that the employee wishes to receive training to enhance the skills necessary to perform their duties.

The Employer will attempt to schedule six (6) monthly training sessions for each sworn/telecommunicator/detention officer employee. All training hours shall be considered the days duty assignment. Accommodations will be made if vacations are approved prior to training schedules being posted.

Detention Officer, Deputy, and Telecommunicator meetings that are a combination department meeting/training session will be compensated as outline in Article 8 - Hours of Work - Call Back Time.

Travel time and meals incurred while attending training session in Story County will not be reimbursed. Travel time will be compensated as provided by the Fair Labor Standards Act, and expenses incurred while attending training sessions outside Story County will be reimbursed in either of the following:

- a) The employee(s) will be compensated meals for each day of training only if said employee(s) drives to and from Story County to the training location each day. Employees who are required to drive their own vehicle they shall be reimbursed mileage. Employees

must receive authorization from the Sheriff in advance of travel if mileage is to be reimbursed.

- b) Schools, training, seminars, etc. which involve multiple days outside of Story County, the employee(s) will have provided to him/her a vehicle for transportation, or allowed mileage reimbursement, or air travel and overnight lodging, and three (3) meals per day. Tuition, materials, and expenses arising from said training out of necessity will be provided by the Employer.

Training hours will be posted on the yearly work scheduled by December 30th and June 30th of each year. The notice shall include training dates, hours and subject matter.

If the County fails to provide six (6), eight (8) hour mandatory training days during the life of this Agreement, the Union and the County agree to re-evaluate this issue at the end of this agreement. These forty-eight (48) hours must be filled with relevant training substance.

Any employee may request additional training. If granted by the Sheriff the employee(s) will be compensated as outlined in this Agreement. If the Sheriff does not grant the training request and the enrollment into the training must be accompanied by permission by the Sheriff or on department letterhead, such authorization may be given with no costs associated with said training falling back on to the employer.

Any permanent employee shall be eligible for education incentive pay. Such pay shall consist of \$5.00 per month per each approved three-unit course, or equivalent, successfully completed on the employee's own time, up to a maximum of 30 units. An approved course is one that is directly related to the employee's job and is endorsed in advance by the Sheriff. To be eligible for education incentive pay, the employee must have been employed by Story County for a minimum of 6 months.

Story County will provide up to \$1500.00 to each eligible employee for the cost of tuition and books upon successful completion of a job-related, approved course to each eligible employee per fiscal year. Employees who are hired on or after July 1, 2014 and who voluntarily separate from employment with the Sheriff's Office within four (4) years of the receipt of such payment will be required to repay the full amount to the County. Reimbursement for tuition and books will occur in the same fiscal year in which the fees are incurred or the class is completed unless documentation is not available by the last claim period of the fiscal year. If documentation is not available until later, the reimbursement will be made the following month after documentation is provided.

ARTICLE 18 EARLY RETIREMENT

Story County will provide payment of a single health and/or dental insurance plan for county employees who wish to retire early and retain their Story County offered, group health/dental insurance coverage. Employees who carry family coverage through the Story County offered

group plan may continue family coverage by paying the difference between single and family premium rates. Premiums will be paid according to the following formula:

<u>YEARS OF HEALTH COVERAGE</u>	<u>SINGLE PREMIUMS PAID</u>
Ten	12 months
Fifteen	18 months
Twenty	24 months
Twenty-five	30 months
Thirty	36 months

The family coverage option is available for the same amount of time as county single paid premium.

County paid health insurance payments will cease when an employee becomes eligible for Medicare.

ARTICLE 19 INSURANCE

The Employer agrees to pay the following amounts towards the premiums for group health insurance for each eligible regular full-time or regular three-quarter time employee:

Blue Choice \$1,000 deductible plan – 99% Single or 90% Family
 Alliance Select \$1,000 deductible plan – 95% Single or 90% Family

Deductible

Single (In-Network)	\$1000
Family (In-Network)	\$2000
Office Visit Co-Pay (In-Network)	\$15
Plan Copayment	
In-Network	80%
Out-of-Network	50%
Maximum Out of Pocket	
Single In-Network	\$2000
Single Out-of-Network	\$4000
Family In-Network	\$4000
Family Out-of-Network	\$8000

RX Drug Coverage

Copayment (In-Network)	\$10 Generic
	\$20 Name Brand
	\$45 Non-Formulary

The Employer agrees to pay 100% of the cost of the premiums for each eligible regular full-time or regular three-quarter time employee for the following: life insurance in the amount of \$25,000, short-term disability insurance, and long-term disability insurance.

The Employer agrees to provide a flexible benefit contribution to each eligible regular full-time or regular three-quarter time employee in the amount of \$145.30 per month. Each employee may elect to:

- (1) apply this contribution toward the cost of (a) single, (b) dependent (employee and spouse), (c) child (employee and child or children), or (d) family vision insurance;
- (2) apply this contribution toward the cost of single or family dental insurance;
- (3) receive the contribution in cash, or
- (4) any combination of (1) through (3), provided the combination does not exceed the contribution of \$145.30 per month.

Prior to any change in the benefit package or any change in carriers, the Employer agrees to meet and confer with the Union. However, the final decision as to the carrier shall be made by the Employer, provided that the benefits remain substantially the same.

The benefit package referred to in this contract shall be subject to all terms and conditions of the contract with the benefit providers selected by the Employer.

ARTICLE 20 COMPENSATION

The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Any employee whose pay is in dispute, or his/her representative, shall have the right to examine the time sheets and other records pertaining to the compensation of pay of that employee at reasonable times.

Employees shall be paid every other Friday unless that Friday is a holiday, in which case the payday is the last Administration business day before. Full-time employee's bi-weekly compensation will be figured by taking his/her hourly rate and multiplying that rate by eighty (80) hours.

A civilian employee who moves between pay grades shall move to the next higher paying step in the new grade, plus one step.

New Deputy Sheriffs who at the time of hire are currently certified law enforcement officers and have completed 12 months (1 year) post academy service, and non-certified positions with relevant certifications or experience, may be paid up to the 2nd step upon hire in the sheriff's (or designee's) discretion."

- On July 1, 2024, Lee Schelonka will be placed on 3rd Year Step

- On July 1, 2024, Aaron Bullock will be placed on 3rd Year Step

If an employee is bumped to a different shift, involuntarily, for a period of forty-five (45) consecutive days or longer, said employee shall suffer no loss of pay, which includes shift differential. If the voluntary shift bump for forty-five (45) consecutive days or longer, requires a higher shift differential, said employee shall be paid the higher rate.

Wage rates will be increased by market adjustments set forth in Appendix A in the first year of the Agreement with steps frozen in year one of the agreement for Deputies, Detention Officers and Telecommunicators, by three percent (3.00%) in the second year of the Agreement, and wages will be open for negotiation in the third year of the agreement.

Employees who are assigned to provide training to a newly hired employee will be paid an additional \$1.00 per hour for each hour during which they provide such training.

**ARTICLE 21
LONGEVITY PAY**

Longevity is based on an employee's anniversary date and is based on continuous full-time service.

5 years	\$0.18	14 years	\$0.42	23 years	\$0.51
6 years	\$0.19	15 years	\$0.43	24 years	\$0.52
7 years	\$0.35	16 years	\$0.44	25 years	\$0.53
8 years	\$0.36	17 years	\$0.45	26 years	\$0.54
9 years	\$0.37	18 years	\$0.46	27 years	\$0.55
10 years	\$0.38	19 years	\$0.47	28 years	\$0.56
11 years	\$0.39	20 years	\$0.48	29 years	\$0.57
12 years	\$0.40	21 years	\$0.49	30 years	\$0.58
13 years	\$0.41	22 years	\$0.50		

**ARTICLE 22
SHIFT DIFFERENTIAL**

In addition to the established wage rates, bargaining unit employees shall be entitled to shift differential for all paid hours in accordance with the following schedule:

Shift	Shift Differential
1500 – 2300	\$0.40
2300 - 0700	\$0.40
1900 – 0700	\$0.40

The shift differential the employee will receive will be determined hour-by-hour based on the shift each hour is worked. If the employee's shift consists of hours from various shifts, the employee will receive shift differential according to the hours worked in each shift.

**ARTICLE 23
GENERAL CONDITIONS**

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials, and employees.

The term Sheriff as used throughout this contract means the Story County Sheriff and/or his/her designee.

In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable its invalidity shall not in any way affect the remaining provisions of this Agreement.

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

The Employer shall provide a bulletin board for the use of the employees.

**ARTICLE 24
EVALUATIONS**

The purpose of employee evaluations is to provide an opportunity for both supervisors and the employee to discuss the employee's performance and progress. Evaluations are not disciplinary tools.

Supervisors shall utilize written evaluations procedures, for all departmental employees. All employee evaluations shall be confidential and will become part of the employee's personnel file, with the employee retaining a copy if requested by the employee. The employee's signature on the performance evaluation means only that that the employee has seen the evaluation and does not necessarily mean that the employee agrees with, or disagrees with the evaluation. Employees shall have the opportunity to respond to evaluations in writing. Written responses to evaluations shall also be included within the employee's personnel file.

**ARTICLE 25
NEGOTIATION TIME**

The Employer will allow a maximum of two (2) employees to be excused from duty to attend the negotiations. Employees on-duty may be called to duty at any time during negotiations. No employee will receive overtime pay for attendance at negotiations.

**ARTICLE 26
EFFECTIVE PERIOD**

This Agreement shall be effective July 1, 2024 and shall continue through June 30, 2027.

This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification shall cause a written notice to be served on the other party by October 15 of the year prior to the time when modification is desired.

If the Affordable Care Act or its regulations are amended or if the application of the Affordable Care Act to the County's flex plan requires the County to pay any amount of money or make any contribution other than the payments specified in Article 19, then the parties agree that the contract will be reopened for negotiation regarding Article 19.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 7th day of May, 2024.

STORY COUNTY



Chair, Board of Supervisors

PUBLIC, PROFESSIONAL &
MAINTENANCE EMPLOYEES LOCAL
2003, IUPAT



Business Representative

APPENDIX A

SALARY SCHEDULE - Effective July 1, 2024

	Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year		
Deputies									
Hourly	31.25	32.66	34.13	35.67	37.28	38.96	40.91		
Bi-weekly	2500.00	2612.80	2730.40	2853.60	2982.40	3116.80	3272.80		
Annual	65000.00	67932.80	70990.40	74193.60	77542.40	81036.80	85092.80		
4.5% step increase									
5% step 6th yr									
Detention Officer									
Hourly	26.57	27.77	29.02	30.33	31.69	33.12	34.78		
Bi-weekly	2125.60	2221.60	2321.60	2426.40	2535.20	2649.60	2782.40		
Annual	55265.60	57761.60	60361.60	63086.40	65915.20	68889.60	72342.40		
4.5% step increases									
5% step 6th yr									
Telecommunicator									
Hourly	25.72	26.88	28.09	29.35	30.67	32.05	33.65		
Bi-weekly	2057.60	2150.40	2247.20	2348.00	2453.60	2564.00	2692.00		
Annual	53497.60	55910.40	58427.20	61048.00	63793.60	66664.00	69992.00		
4.50% step increases									
5% step 6th yr									
Financial Data Manager/Office Services Technician								10th Year	15th Year
Hourly	23.83	24.78	25.77	26.80	27.87	28.98	30.14	30.74	31.35
Bi-weekly	1906.40	1982.40	2061.60	2144.00	2229.60	2318.40	2411.20	2459.20	2508.00
Annual	49566.40	51542.40	53601.60	55744.00	57969.60	60278.40	62691.20	63939.20	65208.00
4% step increases									
2% step 10 & 15									
Cook									
Hourly	19.52	20.30	21.11	21.95	22.83	23.74	24.69	25.18	25.68
Annual	40601.60	42224.00	43908.80	45656.00	47486.40	49379.20	51355.20	52374.40	53414.40
4% step increases									
2% step 10 & 15									

Freeze Step Increases Year 1 for Deputies, Detention Officers and Telecommunicators

SALARY SCHEDULE - Effective July 1, 2025

3.0% ATB

	Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Deputies							
Hourly	32.19	33.64	35.15	36.74	38.40	40.13	42.14
Bi-weekly	2575.20	2691.20	2812.00	2939.20	3072.00	3210.40	3371.20
Annual	66955.20	69971.20	73112.00	76419.20	79872.00	83470.40	87651.20

Detention Officer

Hourly	27.37	28.60	29.89	31.24	32.64	34.11	35.82
Bi-weekly	2189.60	2288.00	2391.20	2499.20	2611.20	2728.80	2865.60
Annual	56929.60	59488.00	62171.20	64979.20	67891.20	70948.80	74505.60

Telecommunicator

Hourly	26.49	27.69	28.93	30.23	31.59	33.01	34.66
Bi-weekly	2119.20	2215.20	2314.40	2418.40	2527.20	2640.80	2772.80
Annual	55099.20	57595.20	60174.40	62878.40	65707.20	68660.80	72092.80

Financial Data Manager/Office Services Technician

								10th Year	15th Year
Hourly	24.54	25.52	26.54	27.60	28.71	29.85	31.04	31.66	32.29
Bi-weekly	1963.20	2041.60	2123.20	2208.00	2296.80	2388.00	2483.20	2532.80	2583.20
Annual	51043.20	53081.60	55203.20	57408.00	59716.80	62088.00	64563.20	65852.80	67163.20

Cook

Hourly	20.11	20.91	21.74	22.61	23.51	24.45	25.43	25.94	26.45
Annual	41828.80	43492.80	45219.20	47028.80	48900.80	50856.00	52894.40	53955.20	55016.00

