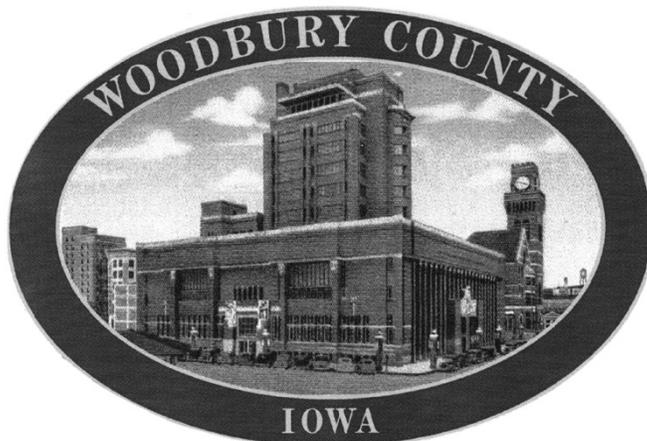


AGREEMENT
BETWEEN
WOODBURY COUNTY, IOWA
AND
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 61
LOCAL 3462, WOODBURY COUNTY
JUVENILE DETENTION CENTER



FOR July 1, 2020 to June 30, 2024

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ARTICLE I
Definitions

Section 1 Full-Time Employees

A regular full-time employee is an employee who works forty (40) hours per week year round.

Section 2 Part-Time Employee

A regular part-time employee is an employee who works less than forty (40) hours per week year round.

Section 3 Temporary Employee

A temporary employee is an employee hired to work for a limited period of time not to exceed one hundred twenty (120) calendar days per year. Temporary employees shall not be entitled to any of the benefits of this agreement. The provisions of this Agreement shall apply to regular employees during their probationary period.

Section 4 Act

The Iowa Public Employment Relations Act.

Section 5 Board

The members of the Woodbury County Board of Supervisors.

Section 6 County

Woodbury County, Iowa.

Section 7 Employees

Individuals employed by the County in the bargaining unit identified in PERB Case No. 3606.

Section 8 Employer

Woodbury County, Iowa, acting through its Board of Supervisors, Facility Director, or other persons designated by the Board of Supervisors to act on its behalf.

Section 9 PERB

The Iowa Public Employment Relations Board.

Section 10 Union

The American Federation of State, County and Municipal Employees, Iowa Public Employee Council 61, AFL-CIO, and its appropriate affiliated local.

ARTICLE II
Union Stewards and Union Leave

Section 1 Union Stewards

Employees selected by the Union to act as Union Representatives shall be known as "Stewards". One Steward shall be designated by the Union as the "Chief Steward". The names of the employees so selected (including the alternates designated to act in their absence) and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the Union. The Union will also certify the names of the members, not to exceed three (3) in number, who will constitute the Union Committee for the purpose of Labor-Management meetings.

Except for the time approved for the processing of grievances under Article IV, Section 6, Union Stewards will perform all of the duties related to their position as Union Steward during non-work times. If the performance of their Union Steward duties involves another bargaining unit employee, then the duties shall be performed during non-work times for both employees.

Section 2 Union Representatives

The Union shall advise the Employer in writing as to its International Union Representative and/or Council Representative assigned to represent the bargaining unit. Such Union Representative or other person authorized by the Union may visit bargaining unit job sites for the purpose of verifying Employer compliance with this agreement. Representatives shall conduct their activities in such a manner as to not unreasonably interfere with the Employer's operations.

Section 3 Bulletin Boards

The Union shall be allowed to use a reasonable amount of the space on existing bulletin boards customarily used for posting of information to the employees in the unit and shall be allowed to maintain a binder or notebook for Union information.

Section 4 Discrimination

The parties agree that their respective policies consistent with the Code of Iowa will not violate the rights or discriminate against any employee covered by this Agreement because of age, race, sex, creed, color, national origin or disability. If an employee files a discrimination complaint with a governmental agency, then the employer shall not be required to process a grievance related to such complaint.

ARTICLE III
Grievance Procedures

Section 1 Definitions and General Provisions

A "grievance" is a claim that there has been a violation, misinterpretation, or a misapplication of

a specific provision of this Agreement.

"Days" means calendar days. If the last calendar day on which action is required to be taken is a holiday, then the time limit shall be extended to the next calendar day, which is not a Saturday or Sunday, following the holiday.

A "grievant" is the employee or group of employees filing the grievance.

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the Facility Director (on forms furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved Employee shall have the right to a Union Representative appointed by the Union at all steps of the grievance procedure.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization and in the case of an employee's grievance only with the approval of the public employee.

The employee and/or steward are encouraged during the fourteen (14) calendar filing period to discuss and attempt to resolve the grievance prior to writing out the grievance. All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of the grievance.

Section 2 Procedures

All grievances will be handled in accordance with the following procedures:

Step One. Within seven (7) days of receipt of the written grievance from the employee or his/her Union representative, the Facility Director or designee shall schedule a meeting with the appropriate Union Representative and Grievant and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Facility Director or designee and returned to the employee and his/her Union Representative within fourteen (14) days from receipt of the written grievance submitted to the Facility Director or designee.

Step Two. If the grievance is not settled in Step One, it may be appealed by the grievant, or his/her Union Representative, to the Board within twenty-one (21) days after the written answer of the Facility Director and/or designee. The Board shall meet with the appropriate Union Representative and Grievant within twenty-one (21) days after the appeal is received by the Board. The Board, the appropriate Union Representative and the Grievant shall meet and attempt to resolve the grievance. The Board shall render a decision to the grievant and his/her Union Representative within fourteen (14) days following the meeting with the Grievant.

Section 3 Appeal to Arbitration

Any grievance not settled to the satisfaction of the Union in Step Two of the grievance procedure may be appealed to arbitration, providing the appeal to arbitration is in writing to the other party. An employee may not appeal to arbitration without the approval of the Union. This appeal must be made within thirty (30) days after the date upon which the Board issued a final answer in the Second Step of the grievance procedure.

Section 4 Arbitration

Within seven (7) days from the date of the receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agree upon an arbitrator or the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a list of five (5) arbitrators from which one (1) arbitrator shall be selected to hear and decide the grievance. The Employer and the Union shall meet within seven (7) days from receipt of said list and alternately strike four (4) names from the submitted list, and the person whose name is left shall be the arbitrator, provided however, the Union and the Employer may mutually agree that the list of proposed arbitrators is unacceptable and will thereafter jointly petition the Iowa Public Employment Relations Board for a new list of five (5) arbitrators. The party making the first strike shall be determined by a flip of a coin.

The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes. However, he shall have no power to change or amend the terms, conditions or applications of this agreement or any other agreement made supplementary hereto. The decision reached by the arbitrator shall be final and binding upon the parties. Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) days from the date the hearing terminates.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The arbitrators shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

Section 5 Time Limits

Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure will be considered as having been denied and the grievance will be automatically appealed to the next step. In order to be considered timely, a hearing regarding a grievance which is appealed to arbitration via the Board of Supervisors must be scheduled no later than sixty (60) days from the date the grievance was appealed to arbitration. If an arbitration hearing is not scheduled within the above mentioned sixty (60) days, the grievance will be considered denied. Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 6 Exclusive Procedure

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

Section 7 Exclusion of Grievant

An aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party the grievance shall be processed in the absence of the aggrieved employee and the Union will be allowed one (1) representative in pay status.

Section 8 Processing Grievances

If the employee's Supervisor and the Union Representative's Supervisor agree, grievances may be, but are not required to be, processed during regular working hours without loss of pay.

Processing grievances shall be defined as investigating grievances, filing grievances, and attending any step 1 or 2 meetings regarding grievances. However, only one (1) local Union grievance representative will be in pay status for any one grievance. Whenever possible the Union representatives will provide twenty-four (24) hours notice to their supervisor. Further, in a group grievance, only one (1) of the grievants shall be in pay status as spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved.) The Employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment.

Notwithstanding the foregoing provisions of this Section, the Employer agrees to conduct all grievance meetings involving second or third shift employees either during the shift or at a time which is contiguous to the employee's shift. The Employer is not responsible for any

compensation of second or third shift employees for such grievance meetings unless the Employer specifically requests or if the parties mutually agree that the grievant attend the hearing in which case the grievant shall be compensated for the actual time spent in such hearing at their regular hourly rate and shall not be counted as hours worked for purposes of computing overtime.

Section 9 Retroactivity

Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than twenty-four (24) days prior to the date of initiation of the written grievance in Step One.

Section 10 Number of Stewards

For information purposes only, the Union shall provide the Human Resources Director of Woodbury County with a written list setting forth the names of the Stewards.

The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

Section 11 Discipline and Discharge

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.

The intention to take disciplinary action shall be reported to the Director of Human Resources prior to taking any action. The Director of the 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 IV

Seniority

Section 1 Definition of Seniority

Seniority is defined as an employee's length of continuous service with the County, since his/her date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a permanent position.

In the event two (2) employees have the same original date of employment, seniority of one as

against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 2 Seniority Records

The seniority records for employees shall be maintained by the Employer, shall be provided to the Union, and shall be updated annually. A similar list will be placed in the Facility notebook where bargaining unit personnel are employed. Objections to the list may be filed as a grievance, and corrections will be made appropriately.

Section 3 Termination of Seniority

An employee shall lose seniority and the employment relationship shall be terminated in the following cases: (a) employee quits; (b) employee is discharged; (c) employee fails to report to work at the end of leave of absence; or (d) employee retires. Provided further that layoff of two (2) years or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary total disability benefits under the Iowa Worker's Compensation Act, not to exceed one year, shall not constitute a break or interruption in service within the meaning of this Article.

Section 4 Probationary Period

For purposes of this contract the probationary period for new employees shall be one hundred and eighty (180) calendar days. This probationary period shall begin to run from the first day of the employee's service as a permanent employee and may be extended by the Facility Director, at his/her discretion, for an additional period of one hundred and eighty (180) consecutive calendar days. If an employee's probationary period is extended, the Facility Director shall provide the employee with a written explanation of the reason(s) for the extension.

ARTICLE V

Hours of Work and Overtime

Section 1 Daily Hours

This Article is intended to define the normal hours of work per day. Fluctuating or flexible work schedules may be allowed where there is mutual agreement between the employee and the Facility Director.

The regular work day for full-time employees shall consist of eight (8) hours inclusive of the meal period. The regular work day for part-time employees shall be determined by the Facility Director. The regular work week for full-time employees shall consist of forty (40) hours in a seven (7) day period.

As far as practicable, the Employer shall offer part-time employees the first opportunity to work available hours by order of seniority on a schedule of rotation. In the event no part-time employees work the available hours, as far as practicable, the Employer shall offer full-time

employees the first opportunity to work available hours by order of seniority on a schedule of rotation. With adequate notice, the Employer shall post an offer of available hours with a deadline for employees to respond. Without adequate notice, the Employer shall call employees according to the schedule of rotation until an employee accepts the available hours. Employees who are physically present and working in the Center when the opportunity for overtime on another shift arises shall be offered in person when possible and otherwise by direct contact an overtime opportunity on another shift. Any employee who is not available/able to accept an offer of overtime hours available because he/she is already scheduled to work during the available hours or being on approved leave during the available hours shall not be noted as having declined an offer of overtime and shall maintain in his/her position in the schedule of rotation. Available hours offered and declined shall result in a rotation opportunity forfeited for the schedule of rotation. The Employer will post a current schedule of rotation weekly.

Section 2 Change in Hours

Daily and weekly work schedules may be changed by the Facility Director from time to time to meet the Center's requirements. Employees shall be required to work the hours scheduled by the Facility Director, including all hours scheduled during any emergency or emergency situation. The existence of emergencies and emergency situations shall be determined by the Facility Director.

The Employer shall provide fourteen (14) calendar days written notice to affected employees prior to making permanent changes in work schedules. At the time that an employee's schedule is changed, the Employer will make a reasonable effort to notify the affected employee of the schedule change. Temporary work schedule changes shall not be made for the purpose of avoiding overtime.

The hours of full-time or part-time employees will not be reduced for the sole purpose of eliminating full-time or part-time benefits. This provision shall not affect the order or procedures for reduction of staff.

Section 3 Work Breaks

Provided the requirements of the job permit, each employee scheduled to work for eight (8) hours in one (1) day shall receive thirty (30) minutes of break time subject to the approval of the head of the shift. Provided the requirements of the job permit, all other employees shall receive fifteen (15) minutes of break time subject to the approval of the head of the shift.

Section 4 Meal Periods

Employees shall be granted a one half (1/2) hour paid meal period at a time designated by the head of the shift.

Section 5 Shift Differential

In addition to the employee's regular hourly rate, the Employer agrees to pay a shift differential of \$.50 per hour for any shift of which four (4) or more hours occur between 3:00 p.m. and 11:00 p.m. and a shift differential of \$.60 per hour for any shift of which four (4) or more hours occur between 11:00 p.m. and 7:00 a.m. Employees who work rotating shifts on a basis shall be eligible for shift differential.

Section 6 Overtime

A. Definition

Work performed by all employees in excess of forty (40) hours in any week shall be overtime hours. The work week shall begin at 11:00 p.m. on Sunday and shall end the following Sunday at 10:59 p.m.

B. Computation of Overtime

Overtime will be calculated in accordance with the Fair Labor Standards Act.

C. Approval of Overtime

No employee shall be compensated for overtime work unless such work has been approved by the Facility Director.

D. Overtime Pay and Compensatory Time

Unless the employee and the Facility Director agree that overtime hours will be compensated with time off, overtime hours shall be compensated in cash.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one half (1 1/2) hours for each hour of overtime employment. Compensatory time may be accumulated to a maximum of two hundred and forty (240) hours. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation. One half of all accrued Compensatory time in excess of forty (40) hours of compensatory time must be used by January 10th or the value of one half of all accrued time any hours in excess of forty (40) hours of compensatory time will be paid in cash, prior to February 1st. One half of all accrued Compensatory time in excess of forty (40) hours must be used by June 10th or the value of one half of all accrued time any hours in excess of forty (40) hours of compensatory time will be paid in cash prior to July 1st.

Notwithstanding the use/payment requirements set forth above, employees may request a waiver for exceptional circumstances such as significant medical procedures. Such a request shall be

submitted to Human Resources for consideration by the Board of Supervisors and will be granted only if approved by a majority of the Board. The decision of the Board is final and is not subject to the Grievance Procedures in Article IV.

Employees will be paid in cash for accrued compensatory time prior to transfer to a higher paying position.

Upon termination of employment, employees who have accrued compensatory time, shall be paid for unused compensatory time at a rate of compensation not less than:

(1) the average regular rate received by the employee during the last three (3) years of the individual's employment, or

(2) the final regular rate received by the employee, whichever is higher.

Employees who have accrued compensatory time off, may request the use of compensatory time and shall be permitted to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the Center.

E. Distribution of Overtime

Where overtime is approved, it shall be distributed equitably among full-time employees in the same job classification by seniority on rotation with the understanding that nothing contained in this section shall prohibit the Employer from assigning overtime on a given job to an employee already assigned to that specific task. The Employer shall, as far as practicable, offer overtime based on seniority on a descending rotation. Employees will be allowed thirty (30) minutes to respond to offered overtime if time allows. Offered overtime declined shall be considered a rotation opportunity forfeited for the purpose of overtime distribution. The Employer will post the current schedule of rotation each week. (See also Article VIII, Section 1)

F. Overtime Breaks and Meal Periods

Employees who are scheduled to work less than four (4) hours overtime shall receive a fifteen (15) minute rest period before they commence work beyond their regular shift. If an employee is scheduled for overtime work which will extend four (4) hours beyond his/her regularly scheduled shift, a thirty (30) minute meal period will be provided at a time which is subject to the approval of the head of the shift.

Section 7 Call-Back Pay

Employees called back to work outside their normal workday shall be paid a minimum of two (2) hours at time and one half (1 1/2) and may be required to work up to two (2) hours.

Section 8 Staff Meetings

Employees shall be paid a minimum of one (1) hour pay at the employee's regular hourly rate of pay for attendance at Detention Center Staff Meetings. The time spent in these Detention Center Staff Meetings shall count as time worked for the purposes of computing overtime payments.

ARTICLE VI
Wages, Job Classifications and Fringe Benefits

Section 1 Wage Schedule

Employees shall be paid on the basis of the salary schedule attached as Appendix A.

Section 2 Wage Schedule Advancement

Employees on Pay Grade 1 shall advance on the salary schedule as follows:

| | |
|--------|----------------------|
| Step 1 | 0 - 12 months |
| Step 2 | 13 - 24 months |
| Step 3 | 25 - 36 months |
| Step 4 | 37 - 96 months |
| Step 5 | 97 - 180 months |
| Step 6 | 181 months and above |

Employees on Pay Grade 3 shall have 4 steps and shall advance as set out above for Steps 1 through 4.

Section 3 Wage Schedule Placement

Employees shall be placed upon the wage schedule based on the number of months they have been consecutively employed by the County from their date of hire and based upon Section 2 of this Article.

Upon initial employment, credit may be given for previous experience in a comparable position, whether within or outside of the County, on the following basis:

- a. 0 months to 24 months experience - Step 1
- b. 25 months to 42 months experience - Step 2
- c. 43 months to 55 months experience - Step 3
- d. 56 months to 67 months experience - Step 4

The Union shall have the right to grieve any advance step placement, and any grievance relating to step placement shall be filed within twenty (20) working days of the employee's date of hire and shall be commenced at the second step of the grievance procedure. The Union has the right to request information necessary to investigate grievances. The Union maintains the right to request and receive any applicable information to investigate and process any such grievance.

Section 4 Paydays

Employees shall be paid on a bi-weekly basis, the payday shall be Friday. If the scheduled payday falls on a holiday, the payday will be the preceding County workday.

Section 5 Job Classifications

Employees shall be classified as follows:

- Youth Worker
- Senior Youth Worker -- After ninety-six (96) months
- Master Youth Worker -- After one hundred eighty (180) months
- Juvenile Intake Officer/Program Coordinator
- Case Worker

Section 6 Pay Grades

The job classifications set out in Section 6 shall be assigned the following pay grades:

| <u>Job Classification</u> | <u>Pay Grade</u> |
|---|------------------|
| Youth Workers | 1 |
| Senior Youth Worker | 1 |
| Master Youth Worker | 1 |
| Juvenile Intake Officer/Program Coordinator | 2 |
| Case Worker | 3 |

Section 7 Holidays Recognized

Regular full-time and part-time employees shall be granted the following holidays:

| | |
|---------------------------------------|---------------------------------------|
| New Years Day | January 1 |
| Dr. Martin Luther King Jr.'s Birthday | Third Monday in January |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veterans Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Thanksgiving Friday | Following Fourth Thursday in November |
| Christmas Eve (Youth Workers Only) | December 24 |
| Christmas Day | December 25 |
| Floating Christmas Holiday | December 24, 2020 |
| | December 24, 2021 |
| | December 23, 2022 |
| | December 26, 2023 |
| One Personal Holiday | See Section 13 |

Section 8 Observance of Holidays

The holiday shall be deemed to fall on the day on which the holiday occurs.

Section 9 Eligibility for Holiday Pay

In order to be eligible for receiving holiday pay, an employee must be in pay status on the last scheduled work day before the holiday and on the first scheduled work day after the holiday. No employee who has been laid off, or discharged, or who is under suspension, will be eligible for holiday pay.

Section 10 Pay for Holidays

For holidays which fall on a regularly scheduled non-working day, regular full-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time up to a maximum of eight (8) hours for any one holiday or an equivalent amount of compensatory time. Regular part-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time prorated based upon their average daily hours of work or an equivalent amount of compensatory time. Employees who work a sixteen (16) hour shift on a holiday, will receive one and one-half (1 1/2) time for all hours worked on the holiday.

Section 11 Holiday Premium Pay

When an employee is required by the Employer to work the holiday listed above, the Employer agrees to provide holiday premium pay at the rate of double time and one-half (2 1/2) the employee's regular rate. However, employees may elect to receive pay at one and one-half (1 1/2) times the hourly rate and to receive one (1) working day off at a time which the employee shall request. Holiday hours consist of all hours worked between the hours of 12:00 a.m. and 11:59 p.m. and for all hours worked on a regularly scheduled shift for which at least half of the scheduled hours fall on a holiday. At the discretion of the employee, such premium compensation shall be either in cash or compensatory time.

In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the Employer.

If the employee schedules a holiday off, the employee will receive eight (8) hour compensation. The employer shall not reschedule to avoid holiday pay.

Notwithstanding the above, the Employer and individual employees may mutually agree to allow the employee to request cash payment after an election has previously been made to utilize compensatory time.

Section 12 Holidays During Vacations

If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's vacation leave.

Section 13 Personal Holiday Use

Personal holidays will be scheduled by mutual agreement between the employee and the Facility Director. Requests for scheduling of a personal holiday on a day designated for religious

observation (Yom Kippur, etc.) shall not be unreasonably denied. Personal holidays 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. An employee shall not be granted a personal holiday during the first six (6) months of his/her employment. No employee will be permitted to work his/her personal holiday.

Section 14 Vacation - Rate of Accrual

| <u>Years of Continuous Service</u> | <u>Hourly Credit</u> | <u>Hours Per Year</u> |
|--|----------------------|-----------------------|
| After 1 year | 40/No. of hr. | 40 hours |
| 2 or more years, but less than 8 years | 80/No. of hr. | 80 hours |
| 8 or more years, but less than 15 years | 120/No. of hr. | 120 hours |
| 15 or more years, but less than 20 years | 160/No. of hr. | 160 hours |
| 20 or more years | 200/No. of hr. | 200 hours |

Employees changing status from full-time to part-time shall be paid for vacation credits in excess of the prorata maximum carryover allowed at the end of the anniversary year in which the change occurs.

Regular Part-time

Regular part-time employees in an active pay status shall accrue annual vacation leave credit on a pay period basis as follows:

| <u>Years of Continuous Service</u> | <u>Hourly Credit</u> |
|--|----------------------|
| After 1 year | .01923 |
| 2 or more years, but less than 8 years | .03847 |
| 8 or more years, but less than 15 years | .05770 |
| 15 or more years, but less than 20 years | .07693 |

20 or more years

.09615

Section 15 Use and Limitations

Vacation leave is provided to employees for the purpose of rest and recreation from daily routine. When an officially designated holiday occurs during an approved vacation leave, the holiday will be paid and no vacation leave will be charged. Employees with the greatest length of service will have preference for vacation dates unless to do so would jeopardize the Center's ability to perform its responsibilities.

All use of vacation time must be approved by the Facility Director. Requests for five (5) or more consecutive days shall be submitted to the Facility Director fifteen (15) days in advance to allow adequate time for planning work schedules and replacements and it shall be the final responsibility of the Facility Director to schedule employees to cover the requested time off. The Facility Director shall answer all vacation requests no later than five (5) calendar days after receipt of the request for vacation leave. 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 is reserved exclusively to the Employer. After vacation periods have been allotted, they may be changed by the Employer only due to an emergency. The term "emergency" means a critical situation requiring immediate action. Absence on account of illness, injury, inclement weather, or disability in excess of that authorized for such purposes may, at the request of the employee, be charged against the vacation leave allowance.

Section 16 Vacation Pay

Vacation leave shall be paid at the employee's straight time rate of pay in effect at the time leave is taken.

In the event of a layoff, death or retirement of an employee, the final wages shall include compensation for all unused, accrued vacation credit.

Section 17 Payment Upon Termination

Employees terminated after four (4) months of employment, but prior to their first anniversary, shall be paid for vacation credits in their last paycheck. Employees who resign or are terminated prior to the completion of four (4) months of employment are ineligible for vacation pay.

Section 18 Carryover

Vacation credits are earned from anniversary date to anniversary date and employees are encouraged to expend vacation during the anniversary year as it is accrued. If, however, the employee elects to carry over hours from the current anniversary year, the maximum carry-over shall be equal to the amount of vacation accrual earned in the anniversary year just ended.

Section 23 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.

Section 24 Personal Day

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

Section 25 Vision Insurance

Effective July 1, 2013, the Employer will provide vision insurance options by mutual agreement between the Employer and the Union. The Employer agrees to deduct from wages any portion of the vision plan premium cost attributed to the employee according to the coverage selected. Coverage selected and authorization for payroll deduction shall be executed upon submission of an application completed by the employee. Revocation of plan participation will be according to terms stipulated by the plan document. For the contract term from July 1, 2013 through June 30, 2016, the enrolled employee shall pay 100% of the premium cost for selected coverage.

ARTICLE VII **Leaves of Absence**

Section 1 Sick Leave

A. Rate of Accrual

Regular employees shall accrue sick leave at the rate of .04615 hour per hour worked up to a maximum of ninety-six (96) hours per year. Employees may accumulate a maximum of six hundred and forty (640) hours of sick leave. Sick leave shall be taken at a minimum of one-half (1/2) hour increments.

B. Use

1. Requests for sick leave are to be directed to the Department head or his/her designee. Requests should be made as soon as the employee knows they need sick leave. If an employee is using sick leave for an appointment, the appointment should be scheduled so the employee misses the minimum amount of work time. The Department head or his/her designee should be told about the appointment as soon as the appointment is scheduled. If an employee is calling in because they believe they are too sick to report to work, they should attempt to reach the Department head or

his/her designee as much in advance of their scheduled reporting time as possible.

If there is a reasonable suspicion that sick leave is being abused, the Department head or his/her designee will report the matter to the Director of Human Resources. The Director of Human Resources or his/her designee will conduct an investigation. As part of the investigation, the employee may be required to provide appropriate documentation from treating doctors. Sick leave abuse is a serious matter which will result in appropriate disciplinary action.

When a holiday occurs while an employee is on sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. An employee may be granted up to one hundred and twenty (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 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. 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.
3. Employees may also use paid sick leave credits for medical, dental and vision appointments if they must be scheduled during normal working hours. Proof that such scheduling is necessary may be required.

C. Work Prohibition

Employees working in any other employment, including self-employment, while receiving sick leave pay from the County are subject to disciplinary action up to, and including immediate dismissal.

D. Notice Requirement

To be eligible for sick leave payment, an employee shall notify the Facility Director as soon as possible. Notice must be given prior to the starting time of the employee's workday. This notice may be waived if the Facility Director determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

E. Holiday Limitation

Sick leave will not be paid on the working day immediately preceding or following a holiday except in case of serious, confining illness.

F. Sick Leave Conversion and Payment

An employee who has accumulated and maintains six hundred and forty (640) hours of sick leave will be allowed to convert sick leave earned during the year to vacation at the rate of four (4) hours of sick leave for one (1) hour of vacation. An employee will cease to be eligible for this conversion any time their accumulated sick leave falls below six hundred and forty (640) hours.

An employee who is retiring and has a minimum of twenty-five (25) years of employment with Woodbury County will be paid for fifteen percent (15%) of his/her accumulated sick leave up to a maximum of Three Thousand Dollars (\$3000.00).

Section 2 Work-Related Injuries

To the extent it is available, sick leave may be used for an on-the-job injury or disability. When Workers Compensation is received, the employee shall have the option of being paid the difference between the amount of workers compensation and the employee's regular salary. Payments shall be made concurrently with regular pay periods. Only the amount paid by the County shall be deducted from sick leave credit. The amount of money paid by the County divided by the Employee's hourly rate of pay shall determine the number of sick leave hours used. No hours used in compliance with this section shall be charged as an incident under Section 1, paragraph F. of this Article.

Section 3 Pre-determined Temporary Disability

- A. Except as hereafter modified all policies, rules, and regulations, applicable to employees who are granted sick leave shall be applicable to employees applying for predetermined temporary disability leave. Sick leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties.
- B. An employee shall notify the Facility Director as soon as the necessity for taking sick leave becomes known to the employee.
- C. Following a pre-determined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.
- D. The determination of whether and/or when the employee is capable of returning to work following the pre-determined temporary disability shall be made in consultation with the

employee, the Facility Director and the employee's physician, and may also be in consultation with a physician of the Employer's own choosing.

- E. In the event that an employee reports the need for accommodation as part of his or her return to work, the employee may be asked to provide a note from his or her physician which identifies the accommodation requested and explains the reason why that accommodation is needed.

Section 4 Funeral Leave

A. Employees Eligible

Funeral leave benefits are granted only to regular full-time and part-time employees.

B. Benefits

An employee will be granted up to three (3) working days paid 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 (and spouse), step-brothers, sister (and spouse), step-sisters, grandparents, grandchildren, aunts and uncles of the employee or permanent members of the immediate household. The Facility Director may allow one (1) day of funeral leave with pay, chargeable to sick leave, to attend the funeral of members of the family not included above, a fellow employee, or a close friend.

Upon request of the employee, the Facility Director may grant an extension of the three (3) day period or the one (1) day period in the event long distance travel is required or due to the close nature of the family relationship. Any such extension shall be charged against the employee's unused sick leave or vacation accruals.

Section 5 Jury Duty and Court Appearance

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 less than an hour remains in the working day.

Employees required by subpoena to testify in a court action in a matter in which they are not personally involved as participants (e.g. plaintiff, defendant, criminal act of the employee, etc.) shall be granted leaves of absence for the period necessary to fulfill the court obligation, and shall receive the difference between any compensation received for testifying and their regular straight time hourly rate for hours lost as a result thereof. Employees will, as soon as possible, return to work upon completion of their required testimony.

Section 6 Military Leave

Employees shall be granted military leave in accordance with Iowa Code Section 29A.28.

Section 7 Extended Leaves

A. Duration

In the discretion of the Facility Director an employee may be granted an extended leave of absence without pay not to exceed one hundred twenty (120) calendar days. The employer may grant a one hundred twenty (120) calendar day extension at the sole discretion of the Employer.

B. Application

Application for such a leave of absence must be made in writing to the Facility Director not less than thirty (30) calendar days, whenever possible, before the beginning date of the leave, setting forth in writing the length of leave desired and the reasons therefor. The Facility Director shall respond to the request within fourteen (14) calendar days after the request is received.

C. Benefits During Leave

No vacation time, sick leave, seniority, or other benefits contained in this Agreement shall accrue during the time an employee is on a leave of absence without pay exceeding thirty (30) calendar days. Employees will be responsible for the payment of all insurance premiums during a leave of absence without pay exceeding thirty (30) calendar days.

D. Return Rights

Employees returning from an extended leave of absence shall return to the job classification in which they worked prior to commencing the leave. Failure to return from an extended leave of absence shall be considered by the County to be a voluntary resignation.

Section 8 Leave for Negotiations

When contract bargaining sessions between the Union and the Employer are scheduled by mutual agreement to take place during normal working hours, three (3) employees, unless mutual agreement is reached to expand the number, who are members of the Union's bargaining team shall be given such time off without loss of pay to attend these sessions. No employee, however, shall receive more than forty (40) hours of pay per week at his/her straight time rate pursuant to this section. The time off granted for bargaining purposes shall not be considered as hours worked for overtime eligibility.

ARTICLE VIII
Miscellaneous Provisions

Section 1 Personnel Records

Employees or their designee shall be permitted to review their official personnel folder. Copies of material in the employee's personnel file shall be provided the employee on request. The employee shall have the right to respond in writing to any item in his/her personnel file, with said response becoming part of the file.

Section 2 Labor-Management Meetings

Regular meetings of the Labor-Management Committee shall be held at least once each three (3) months at a mutually agreed upon time and place. Requests by either party to hold emergency meetings shall not be unreasonably denied. If the meeting is held during an employee's scheduled work hours, the employee will be paid for those hours falling within their work time.

Each party shall submit a written agenda to the other not less than two (2) working days prior to each meeting. All Labor-Management Committee meetings shall be for the purpose of discussing and resolving matters pertaining to the administration of this Agreement, including safety, job classification recommendations and the improvement of the relationship among the Employer, the Union, and the bargaining unit employees.

ARTICLE IX
Health and Safety

Section 1 Health Matters

Upon initial employment all employees shall provide satisfactory medical evidence of physical fitness to perform assigned duties. Required medical examinations shall be at the expense of the Employer.

Section 2 Safety Matters

The employer agrees to comply with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration, U.S. Department of Labor, as well as by all state and local agencies.

The employer shall pay for all employee licenses and/or certificates required by the Employer to conduct the business of the Employer. In addition, the Employer shall pay the renewal fee for all employee licenses and/or certificates required by the Employer to conduct the business of the Employer.

Section 3 Tools, Equipment and Training

The Employer agrees to furnish and maintain in safe working conditions all tools and equipment and to provide all training required to carry out the duties of each position. Employees are

responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

Section 4 Protective Clothing

The Employer shall furnish protective clothing and equipment in accordance with the applicable state and federal regulations.

Section 5 Video Display Terminals and Related Equipment

Prior to purchasing new video display terminals and related equipment the Employer will notify the Union to provide input regarding the proposed purchase. Nothing in this shall restrict in any way the Employer's right to purchase video display terminals and related equipment.

ARTICLE X **No Strike or Lockout**

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives nor members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Chapter 20.12 of the Iowa Code (1985).

No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE XI **General**

Separability and Savings

Should any Article or Section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and Sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending Article or Section.

In the event the parties fail to agree on provisions for substitute within fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the

parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the management's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

ARTICLE XII
Duration and Signature

Section 1 Duration

This Agreement shall be effective as of the first day of July, 2016, and shall remain in full force and effect until the 30th day of June, 2020. It shall automatically be renewed from year to year thereafter, unless terminated or modified as hereinafter provided.

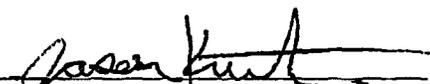
Section 2 Signature Clause

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly-authorized representatives on this 1st day of July, 2020.

WOODBURY COUNTY, IOWA

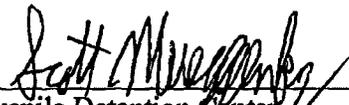
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, Iowa Council 61

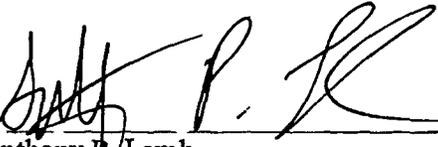
By: 
Matthew Ung, Board Chair
Board of Supervisors

By: 
Juvenile Detention Center
Bargaining Committee Member

By: 
Melissa Thomas, Director
Human Resources

By: 
Juvenile Detention Center
Bargaining Committee Member

By: 
Juvenile Detention Center
Bargaining Committee Member

By: 
Anthony F. Lamb
Board Negotiator

By: 
Preston DeBoer
AFSCME/Iowa Council 61 Negotiator

APPENDIX A
Wage Schedule

2020 – 2021 = 2.75%

| Pay Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 1 | \$19.83 | \$20.62 | \$21.33 | \$24.95 | \$26.35 | \$28.07 |
| 2 | \$24.09 | \$25.05 | \$26.07 | \$27.10 | \$28.17 | \$29.31 |
| 3 | \$25.42 | \$26.51 | \$27.17 | \$29.53 | | |

2021 – 2022 = 2.75%

| Pay Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 1 | \$20.38 | \$21.19 | \$21.92 | \$25.63 | \$27.07 | \$28.84 |
| 2 | \$24.75 | \$25.74 | \$26.79 | \$27.85 | \$28.94 | \$30.12 |
| 3 | \$26.12 | \$27.24 | \$27.92 | \$30.34 | | |

2022 – 2023 = 2.5%

| Pay Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 1 | \$20.89 | \$21.72 | \$22.47 | \$26.28 | \$27.75 | \$29.56 |
| 2 | \$25.37 | \$26.38 | \$27.46 | \$28.55 | \$29.66 | \$30.87 |
| 3 | \$26.77 | \$27.92 | \$28.62 | \$31.10 | | |

2023 – 2024 = 2.5%

| Pay Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 1 | \$21.41 | \$22.26 | \$23.03 | \$26.94 | \$28.44 | \$30.30 |
| 2 | \$26.00 | \$27.04 | \$28.15 | \$29.26 | \$30.40 | \$31.64 |
| 3 | \$27.44 | \$28.62 | \$29.34 | \$31.88 | | |