

## AGREEMENT

THIS AGREEMENT entered into this 1<sup>st</sup> day of July, 2022, by and between TAMA COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "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 1 RECOGNITION

Section 1.1 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 Tama County Sheriff's Office, including all regular full-time and regular part-time employees, including Patrol Supervisor, Deputies, and Jailers, as set forth in the Iowa Public Employment Relations Board Order of Certification, Case No. 8579, dated December 11, 2013, which excludes all elected officials, Sheriff, First Deputy, confidential employees, and all other employees excluded by Section 4 of the Public Employment Relations Act.

Section 1.2 The County shall not enter into any agreement with the employees of the Tama County Sheriff's Office individually or collectively or with any other organizations which in any way conflict with the provisions of this Agreement.

### ARTICLE 2 NO STRIKE - NO LOCKOUT

Section 2.1 The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

Section 2.2 The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

### ARTICLE 3 GRIEVANCE PROCEDURE AND ARBITRATION

Section 3.1 The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of any expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Section 3.2 Informal: An employee shall discuss a complaint or problem orally with the Sheriff or his designated representative within a five (5) calendar day period following its occurrence in an effort to resolve the problem in an informal manner.

Section 3.3 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 Sheriff or his designated representative within five (5) calendar days following the oral discussion. The grievance shall state the nature of the grievance, the specific clause of clauses violated.

Within five (5) calendar days after this Step 1 meeting, the Sheriff or his designated representative will answer the grievance in writing.

Step 2. Any grievance not settled in Step 1 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 five (5) calendar days after the date of the Sheriff's or his designated representative's answer given in Step 1.

Section 3.4 An employee shall have the right to have a Union representative present at any or all levels of the grievance meetings of bargaining unit employees.

Section 3.5 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 first presented in written form as provided in Step 1 of the grievance procedure. 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.

Section 3.6 After either party hereto 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 to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or the Public Employment Relations Board to furnish a suggested list 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. The Union is to strike the first name.

Section 3.7 After each party has alternately eliminated the names 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.

Section 3.8 The fees and expenses of the arbitrator will be shared equally between the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator shall not have power to accept or decide any grievance, which involves a promotional matter within the jurisdiction of the Civil Service Commission (Chapter 341A, Code of Iowa). The arbitrator's decision shall be final and binding on both parties.

Section 3.9 All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Section 3.10 The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Union and Employer.

Section 3.11 In the event that any employee takes action on any complaint or takes action through any governmental agency or Civil Service Commission regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

#### ARTICLE 4 SENIORITY

Section 4.1 Seniority means an employee's length of continuous service with the Employer since their last date of hire.

Section 4.2 A new employee, as jailer and clerk shall serve a probationary period of six (6) months. A

newly employed deputy sheriff will serve a probationary period as described in Iowa Code Section 341 A.11 of the Code of Iowa. If the probationary period is extended, the Sheriff will notify the employee of the extension within ten (10) working days. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment.

Section 4.3 An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged
- (c) Engaging in other work while on leave of absence, other than vacation or comp time.
- (d) One (1) day of absence without notice and authorization to the Employer unless an emergency situations restricts the employee's ability to make proper notification.
- (e) Failure to report for work at the end of leave of absence unless an emergency situation precludes returning to work.
- (f) Failure to report to work within five (5) working days after being notified to return to work following layoff, when notice of recall is sent to 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 terminated after a layoff or absence from work exceeds twelve (12) months in duration.

Section 4.4 The Employer will be required to apply seniority as defined above only as specifically provided in this Agreement.

Section 4.5 The Employer will provide the Union with an updated seniority list whenever new hires, terminations, or classification changes occur. Said seniority list will show the employee's name, job classification, seniority and length of service seniority. If any employee has any objection(s) to this seniority list, they must be filed within thirty (30) days with the Sheriff.

A copy of this list will be sent to the Local Union official on the date of posting at the Employer's premises.

Section 4.6 If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

Section 4.7 Job Posting: Vacancies or new jobs are to be posted on the bulletin board for a period of 7 calendar days the most qualified employee who has bid for the job will be awarded the position at the discretion of the Sheriff.

## ARTICLE 5 LAYOFF

Section 5.1 The Union recognizes the right of the Employer to layoff or to reduce the hours of employment in accordance with the procedure set forth in this Section.

Section 5.2 Layoff Procedures: When a layoff occurs, the following general rules shall apply:

- (a) Layoff shall be by job classification.

- (b) Each employee affected by a reduction in force shall be notified in writing at least ten (10) working days prior to the effective date of the layoff.
- (c) Employees in affected job classification shall be laid off in accordance with qualifications and seniority.

Employees will be recalled from layoff in the reverse order of layoff. Employees have layoff rights for 6 months following the date of the layoff. The laid off employee must report in and fill the new position within five (5) days of recall notice. In the event an employee is on layoff and a regular opening occurs in another job classification, the laid off employee will be offered the open position before a new employee is hired.

Section 5.3 Job Classifications: There are 4 job classifications in the unit. These classifications are:

- Deputies
- Jailers
- Clerks (full-time)
- Clerks (part-time)

## ARTICLE 6 HOURS OF WORK AND OVERTIME

Section 6.1 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 made by the Sheriff.

Section 6.2 The schedule for all employees will normally be posted thirty (30) days prior to its effective date. Normally changes in the schedule will be made only with prior approval of the Sheriff or his/her designee with a three (3) day notice to the Sheriff or his/her designee and/or a two (2) day notice to the employee.

Section 6.3 Employees shall normally receive a thirty (30) minute lunch period as nearly as possible at or near the middle of their scheduled workday. This thirty (30) minute period shall be a paid lunch period for continuous shift (Jailers and Deputies) employees. Employees shall receive a fifteen (15) minute break at or near the middle of the first and last half of their scheduled workday. However, employees are considered "on duty" at all times and are expected to respond to calls, etc. during their breaks and lunch periods.

Section 6.4 Overtime All time worked in excess of eighty (80) hours in the two week work period will be paid at time and one-half (1 1/2) the employee's hourly rate or time and one-half (1 1/2) compensatory rate. The choice between cash or compensatory time will be at the discretion of the Sheriff.

Employees may accumulate a maximum of eighty (80) hours of compensatory time at any one time. Compensatory time shall be granted at the mutual consent of the employer and the employee. All compensatory time earned will be paid in the fiscal year in which it was earned. Requests to be paid for compensatory time will be paid on the 1<sup>st</sup> payroll of the month provided the employee has given made the request in writing at least 14 days in advance. All requests to be paid for accumulated comp time are final. Paid leaves, holidays, and compensatory time taken off will not be counted as working time for the purpose of determining overtime. Vacations will count as hours worked for purposes of computing overtime.

Section 6.5 Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the Sheriff or his designated representative.

Section 6.6 There will be no pyramiding of overtime i.e. overtime will not be counted twice for the same hours.

Section 6.7 Call Back. An employee called back after his/her regular shift or before his/her regular shift,

for reasons beyond his/her control, shall be paid a minimum of two (2) hours at the employee's appropriate hourly rate of pay. An employee is required to contact the Sheriff and/or his designee upon arrival for call back time and immediately after being dismissed. Call back shall not apply in instances where an employee is called in and works continuously into his/her regular shift or carries over after his/her regular shift. In order to be eligible for call back, the employee must report for duty and go off duty outside his/her regularly scheduled shift.

Section 6.8 Court Time. An employee required to appear for any Court related matters (where the employee may be involved as the arresting officer or while acting in his/her official capacity for the County as a material witness) during his/her off duty hours shall be paid a minimum of two (2) hour at the employee's appropriate hourly rate of pay.

Section 6.9 Shift Bidding. Shifts shall be posted the first week of November to take effect the first pay period in January, and will be granted by seniority within each job classification, provided the employee meets the qualification required by the Sheriff for the particular shift. Probationary and part-time employees will not be allowed to bid shifts.

Section 6.10 The shifts shall be one (1) year, provided, however, the Sheriff reserves the right to assign employees to different shifts and revise work schedules to meet the needs of the office.

Section 6.11 Jailers shall normally be assigned go to a 5 - 2 work week. The Union will be given prior notice before instituting other types of schedules. It is agreed that all regular full-time employees will have the first opportunity to bid. It is also agreed that the County Sheriff's Office may hire some part-time employees - when need be - to fill the regular full-time employees for Holidays, vacations, sick leave, family leave and to adequately staff. All part-time employees will be at the Sheriff's discretion on shift hours and days.

Section 6.12 In case of overtime in the Jail, it shall be standard procedure for the full-time Jailers to be offered the overtime. For situations involving sick leave, vacation, comp time or any other approved leave, the part-time Jailers will be offered and/or assigned these hours prior to full-time employees being contacted. This is only until the part-time employee has obtained work of forty (40) hours in that particular workweek. Should the part-time employee have his/her forty (40) hours in, then the rotation shall begin through the full-time staff.

#### ARTICLE 7 HOLIDAYS

Full-time employees are eligible for the following paid holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, Good Friday, and one floating holiday.

Floating holidays must be earned and used in the same fiscal year. To obtain the floating holiday, an employee shall notify his/her Department Head prior to the day being taken. The amount of advance notice needed will be determined by the Department Head. If the leave places too much of a burden on the department at that time, the Department head may require an alternate time.

Full-time employees shall be paid 8 hours for each of the holidays set forth in this article occurring during the period in which they are actively at work. Holiday pay will be at the normal pay for the day or week for which he/she would have been scheduled to work. A non-exempt employee required to work on any recognized paid holiday shall be paid time and one-half (1 ½) the employee's straight time rate for all hours worked, plus the paid holiday at 8 hours of his/her straight time rate (holiday pay), or the employee can elect to take another day off in lieu of being paid 8 hours of holiday pay. If the employee chooses another day in lieu of pay, request for the day off is subject to approval and it must be taken within the fiscal year in which the holiday falls

To be eligible for holiday pay, unless an employee has been on an approved paid leave, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday.

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

The actual holiday will be the observed holiday except for Clerks and other employees on a Monday-Friday schedule. For employees working a Monday-Friday schedule, if a designated holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday, and if the holiday falls on Sunday, the following Monday shall be observed as the legal holiday. In the case where the holiday falls on Saturday and the preceding day is also a holiday (Friday), the following Monday shall be taken off for the holiday that fell on a Sunday.

## ARTICLE 8 VACATIONS

Section 8.1 Regular full-time employees shall be entitled to paid vacations as follows:

After one (1) year of continuous full-time service, one (1) week (40 hours)

After two (2) years of continuous full-time service, two (2) weeks (80 hours)

After eight (8) years of continuous full-time service, three (3) weeks (120 hours)

After fifteen (15) years of continuous full-time service, four (4) weeks (160 hours)

Section 8.2 Up to 40 hours of vacation may be carried over from one year to the next if approved in writing by the Sheriff. The Sheriff may require those 40 hours to be scheduled as to when the employee will take the 40 hours off as part of approval.

Section 8.3 If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

Section 8.4 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.

Section 8.5 During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time and pay. During subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon straight time hours worked.

Section 8.6 An employee shall make a reasonable effort to submit a written request for vacation to the Sheriff at least thirty (30) days prior to the requested time off. Vacations shall be granted on a "first come, first serve" basis. If more than one request is received the same day for the same period, seniority shall prevail.

Section 8.7 The scheduling of vacation leave is dependent upon the judgment and discretion of the Sheriff. The Sheriff may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the office. Vacation time will normally be taken in weekly increments, but can be granted in lesser increments upon prior approval of the Sheriff. The Sheriff shall not exercise his judgment under this Section in an arbitrary, capricious, or unreasonable manner.

Section 8.8 Upon resignation, layoff, or termination from County service, an employee shall be paid for all unused vacation left at time of termination.

Section 8.9 In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee for any earned but unused vacation pay.

## ARTICLE 9 SICK LEAVE

Section 9.1 Accumulation. Sick leave shall be accrued by a regular full-time employee at the rate of eight (8) hours for each month to a total of eight hundred (800) hours.

Section 9.2 Use of Sick Leave. Accumulated sick leave may be used as follows:

- (a) For illness or injury to an employee which renders him/her unable to work;
- (b) For medical or dental care for the employee dispensed by licensed practitioners and regular established health care facilities, provided the same cannot be deferred until after working hours;
- (c) For the serious illness or serious injury to a member of the employee's immediate family, defined as his/her spouse and children living at home. This shall be limited to time required to arrange for care and transportation of the seriously ill or seriously injured.
- (d) A medical doctor's written verification of illness or injury may be required at any time.

Section 9.3 Notification. When absences due to sickness are necessitated, the employee shall notify the Sheriff or designated representative prior to the beginning of his/her scheduled reporting time.

Section 9.4 Probationary Employees. Probationary employees are not eligible for sick leave benefits.

Section 9.5 Covered Injuries. Employees injured on the job are eligible for Workers Compensation benefits. An employee may use sick leave for the first three (3) days of an absence if not covered by Workers Compensation.

Section 9.6 An employee who has accumulated eight hundred (800) hours of sick leave will continue accruing two (2) hours each month in a separate account as long as the employee has the maximum accumulation. These accumulated hours are not to be used for the purpose of sick leave. The value of the hours in the separate account will be paid to the employee annually on the pay period after December 31. For example and employee who earns \$14.00 per hour and maintains the 800 hour accumulation for 12 months would be paid \$336.00 the last pay period after December 31.

## ARTICLE 10 FAMILY DEATH

Section 10.1 In the event of death of a regular full-time employee's spouse or child said employee shall be granted up to 40 hours of leave of absence with pay for attendance at the funeral and other related functions. In the event of death of a regular full-time employee's parent, stepparents, parent-in-law, brother, sister, said employee shall be granted up to 24 hours of leave of absence with pay for attendance at the funeral and other related functions. In the event of the death of a brother-in-law, sister-in-law, grandparent, grandparent-in-law, or grandchild, an employee may be allowed time off with pay, not to exceed hours.

Section 10.2 Employees shall be granted 4 hours with pay when attending the funeral services for fellow office workers as well as for fellow retired office workers.

Section 10.3 The Sheriff may, at his discretion, grant additional days off work, with or without pay, under unique circumstances. Additional days for funeral leave shall be taken out of the employee's accumulated sick leave account.

#### ARTICLE 11 MILITARY LEAVE

Section 11.1 A full-time employee may be granted a military leave of absence in accordance with state and federal law.

#### ARTICLE 12 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. When released from duty during working hours, the employee will report to work within two (2) hours, if two (2) hours are left in the shift.

#### ARTICLE 13 UNPAID LEAVE OF ABSENCE

Section 17.1 An unpaid leave of absence may be granted at the discretion of the Sheriff for a period not to exceed six (6) months duration for illness and other legitimate reasons, and may be extended for an additional six (6) months, upon approval of the Sheriff, which approval will not be unreasonably withheld. 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 twelve (12) weeks.

#### ARTICLE 14 UNIFORMS

All regular full-time employees will be provided their initial uniforms as required and determined by the Sheriff. After receiving his/her initial uniforms, the Employer will provide replacement items as determined by the Sheriff. All items allowance requests must have prior approval of the Sheriff and/or his designee.

#### ARTICLE 15 INSURANCE

The Employer agrees to pay 95% of the single premium and 95% of the family premium for each eligible regular full-time employee for the Health and Major Medical group insurance program. Said coverage shall include health (500/1000 deductible plan) and dental insurance. The Employer agrees to provide 80/20 on drugs with no deductible

The Employer shall have the right to select the carrier, but the coverage shall be equal to or better than the coverage in effect July 1, 2010.

The insurance programs referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.



WAGES

DEPUTIES

	<u>July 1, 2022</u>	<u>July 1, 2023</u>
Start: Non-Certified	24.64	25.63
Start: Certified	25.75	26.78
After 1 year	26.67	27.74
After 2 years	27.02	28.10
After 3 years	27.53	28.63
After 4 years	29.53	30.71

JAILERS

Start	17.22	18.25
Off Probation	18.20	18.75
After 1 year	18.59	19.15
After 2 years	20.02	20.62
After 3 years	20.76	21.38
After 4 years	21.49	22.13

Detective Pay: A deputy sheriff who has been assigned by the Sheriff to perform Detective/Investigator duties will be paid an additional \$3.00 per hour.

Shift Pay: All employees whose shift starts at 4:00 P.M. or after and ends at 8 A.M. or before, will receive an additional twenty cents (\$.20) per hour for each hour worked. If an employee works a shift that pays a differential, the employee will receive the differential. If a person is called into work another person's shift, they will receive whatever shift pay, if any, the shift gets. Trainees and probationary employees will not receive shift pay.

Longevity Pay: Regular full-time employees are eligible for longevity pay as follows:

<u>Years of Continuous Service</u>	<u>Cents per Hour</u>
After 5 years	\$0.25
After 10 years	\$0.30
After 15 years	\$0.35
After 20 years	\$0.40
After 25 years	\$0.45
After 30 years	\$0.50
After 35 years	\$0.55

ARTICLE 16  
PAY PERIOD

Pay period shall be fourteen (14) days every other Friday. If Friday is a holiday, the employee shall be paid on Thursday

ARTICLE 17  
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective beginning July 1, 2022, and shall continue in full force and effect until its expiration on June 30, 2024.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238, affiliated with  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

TAMA COUNTY SHERIFF'S  
OFFICE

By N/A  
Secretary-Treasurer

By [Signature]  
Chair, Board of Supervisors

By [Signature]  
Business Representative

By [Signature]  
Sheriff

By [Signature]  
Employer Representative