

**FY2020 – FY2022**

# **Dubuque County Deputy Sheriff's Association Contract**

**Effective: July 1, 2019**

**Expiring: June 30, 2022**



# **Dubuque County Deputy Sheriff's Association Contract**

## **PREAMBLE**

This Agreement is made and entered into by and between the Dubuque County Board of Supervisors, hereinafter called the "Employer" and the Dubuque County Deputy Sheriffs' Association, hereinafter referred to as "Association", on behalf of the employees in the bargaining unit recognized and described under Recognition Article of this Agreement.

## **ARTICLE 1 – RECOGNITION**

The Employer hereby recognizes the Dubuque County Deputy Sheriff's Association, certified by the Public Employment Relations Board in Case No. 993 and as amended, as the exclusive bargaining representative for the following employees of the County of Dubuque, Iowa: Deputy Sheriffs, Office Clerks, Cooks, Part-time Jail Staff, Part-time Cooks, Court House Security, Maintenance & Custodial Staff, Jail Control Operator and Civil Division Clerk.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

The Association recognizes the prerogatives of the Sheriff and the Employer to operate and manage the affairs of the Dubuque County Sheriff's Department in all respects, in accordance with their responsibilities. It is recognized that the Employer shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the Department and all of its various aspects, including the right to direct the work force; to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to schedule work hours and to authorize overtime; to determine which goods should be purchased; to hire, promote, demote, suspend, discipline, assign, transfer, discharge or relieve employees for proper cause, all in accordance with Iowa Law including the provisions of Chapter 341-A, Code of Iowa; to make and enforce reasonable rules and regulations in conformity with this Agreement; to change or eliminate existing methods, equipment or facilities; to contract and subcontract work of the Department providing such subcontracting is not done for the purpose of undermining the Association and provided further that there are not sufficient qualified personnel within the Department to perform the work.

The parties agree that the listing of the above management rights is not intended to limit the rights of the Employer, but both parties reserve unto themselves any other rights, or rights conferred by any law or the Constitution of the State of Iowa.

### ARTICLE 3 - GRIEVANCE PROCEDURE AND ARBITRATION

DEFINITION: A grievance is a difference of opinion between an employee or a group of employees, or between the County and the Association with respect to the meaning, interpretation or application of any term or terms of this Agreement.

- A. The parties agree that an orderly and expeditious resolution of grievances is desirable. A grievance shall constitute an allegation that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement.
- B. It is recognized by the Association that the Employer has and will continue to retain the rights and responsibilities to operate and manage its programs, facilities, properties, and work activities of its employees pursuant to the provision.
- C. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- D. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. An Administrator's failure to give a decision within the prescribed time limit shall permit the grievant to proceed to the next step, without prejudice. The time limits may be extended by mutual agreement but may not be unreasonably delayed. For the purpose of Article 3 only a "working day" is consecutive days excluding weekends and holidays.
- E. It is agreed that any investigation or discussion preparatory to the filing of any grievance of the grieving employee or his/her representative shall be conducted on off duty time so as to result in no interference with or interruption of the duties and related work activities of the grieving employee or of any other employee. However, any informal discussion, meetings or hearings required after the filing of such grievances may be conducted with approval of the Sheriff or his designee during the working hours of the parties involved.
- F. All grievances must be presented in writing within ten (10) working days after the date of occurrence of the event giving rise to the grievance.
- G. Employees under Civil Service and for issues exclusively covered by the Civil Service Act. If a grievance is not settled in Step 1, the employee shall proceed with the provisions outlined under Chapter 341-A, Code of Iowa, as amended and such issue shall not thereafter be grieved under the grievance procedure outlined in this Agreement. Employees under the Civil Service Act as well as the terms of this Agreement shall proceed, for issues exclusively covered by this Civil Service Act, under provisions of Chapter 341-A, Code of Iowa. Those issues covered within the definition of a grievance in this Article shall proceed with grievance procedures outlined in this agreement. Employees of the Department, who are not Civil Service and covered by this agreement, shall have the right to present grievances, if covered within the definition of a grievance in this Article, in accordance with the procedures outlined herein:  
STEP 1: (Immediate Supervisor - Verbal) Within ten (10) working days an attempt shall be made to resolve any grievance under this Article through an informal discussion between the

grievant and his/her immediate supervisor. If requested by the employee, a representative may be present at this informal discussion. A dated written record of the grievance and response will be provided to the employee from his/her immediate supervisor.

**STEP 2: (Appeal to Sheriff - Written)** If a grievance is not satisfactorily resolved informally at the first step, the aggrieved employee, if he/she so desires, may file the grievance in writing with the Sheriff within five (5) working days after the informal conference. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this Agreement which have been allegedly violated, misinterpreted, or misapplied and shall state the remedy requested. Within five (5) working days after the appeal is filed, the aggrieved, the representative of the aggrieved, if desired, shall meet in an attempt to resolve the grievance. The Sheriff or his/her designated representative shall file an answer within five (5) working days of the meeting and communicate it in writing to the employee, the supervisor and the representative of the employee.

**STEP 3: (Appeal to the Board of Supervisors)** If the grievance still remains unadjusted, it shall be presented by the Association or employee to the County Board of Supervisors or their designee in writing, within ten (10) working days after the response of the Sheriff, if the response of the Sheriff does not settle the matter. At the Association or employee's request, the written response may be waived and a formal hearing before the Board of Supervisors held at which time the Association, employee, or their legal representative present information/evidence. Management shall respond in writing to the Association or the employee within ten (10) working days of such grievance being presented.

**STEP 4: (BINDING ARBITRATION)** If the grievance is not resolved satisfactorily in the third step, grievance may proceed to Step 4. Grievances which have been processed to the preceding steps of this procedure and only such grievances shall be submitted to binding arbitration as provided below.

Within five (5) working days following the answer of the Sheriff, or his designee, at the conclusion of Step 3 grievance meeting, either party shall notify the other of his/her request to enter into binding arbitration, and within such period, request the Iowa Public Relations Board to provide a list of five (5) qualified arbitrators who have been certified with said Board to act as arbitrators within the State of Iowa. This request shall be in the form of a written communication from the grievant and his/her representative which shall serve as a joint request. Upon receipt of the list of arbitrators the parties shall meet at a mutually convenient time and place to select an arbitrator from the list provided. The party requesting arbitration shall strike the first name and each of the two parties shall alternately strike thereafter one name at a time from the panel until one shall remain. The remaining name shall be the arbitrator. The recommendations of the arbitrator regarding a grievance on the contract under which the grievance was filed, shall be binding. If a demand for arbitration is not filed within ten (10) working days of the date of the third step reply, then the grievance will be deemed to have been resolved at that step and arbitration waived.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall advise the parties of his/her interpretation of the provisions of this Agreement in respect to the alleged grievance, which shall be binding on both parties.

Each party shall bear its own cost and expenses of the arbitration proceedings including the fee of the arbitrator which shall be shared equally by the Employer and the grievant.

## **ARTICLE 4 - DISCIPLINE AND DISCHARGE**

- A. The Sheriff or Employer will not take disciplinary action, suspend or discharge any employee except for just cause.
- B. Employees under Civil Service who have been disciplined, suspended or discharged may pursue any rights granted under Iowa Law, including Chapter 341-A, Code of Iowa, and Rules of the Civil Service Commission of Dubuque County, Iowa.
- C. Civilian employees not granted rights of appeal to the Civil Service Commission will be allowed to proceed through the grievance procedures outlined in this Agreement.
- D. Employees may attach explanatory remarks to any written disciplinary notice that is placed in his/her personnel file.
- E. Employees may request that disciplinary notices be removed from their files after two (2) years from the date of last incident. Upon request, management shall remove the files after two (2) years.

## **ARTICLE 5 - APPOINTMENTS, PROMOTIONS AND REASSIGNMENTS**

- A. Following approval by the Board of Supervisors to fill a vacancy in the Sheriff's Department, the following procedures shall be followed:
  - 1. Position vacancies shall be posted within the Sheriff's Department for five working days. Qualified applicants shall submit in writing an application for the vacant position.
  - 2. The Sheriff shall consider for appointment to the vacant position qualified applicants from the Department prior to receiving applications from outside the Department.
  - 3. If the vacancy is not filled through steps (1) and (2), the Sheriff and Personnel Director shall:
    - a. Follow the procedures of the Civil Service Commission and Chapter 341-A, Code of Iowa, to fill vacant positions that have been designated as Civil Service positions by the Dubuque County Civil Service Commission.
    - b. Post other positions to other county employees and the general public, through Job Service of Iowa, following the "General Employment Policies of Dubuque County" as adopted October 14, 1984 and any revisions to that Policy.
  - 4. Interviews and selection procedures shall conform to those delineated in the "General Employment Policies of Dubuque County".5. In selecting persons to fill vacancies, seniority shall be considered, provided that all other qualifications, such as ability, experience, training and aptitude are substantially equal.

## ARTICLE 6 - SENIORITY AND EMPLOYEE STATUS

### A. SENIORITY

1. For the purpose of promotion, qualifications and ability to perform the work shall be controlling. Seniority shall be controlling when qualifications and ability to perform the work are equal.
2. For the purposes of the Agreement, seniority shall be defined as follows:
  - a. **SERVICE SENIORITY:** Service seniority shall mean the length of continuous full-time employment in the county whether in a civilian or civil service capacity. For purposes of this Agreement, service seniority shall be used in computation of accrued vacation and sick time only.
  - b. **SENIORITY - CIVILIAN:** The seniority of an employee employed in a civilian capacity, shall mean the length of continuous full-time service in the department under the civilian classification. Such seniority shall follow the employee as long as the employee remains employed in a civilian classification.
  - c. **SENIORITY - CIVIL SERVICES:** Seniority of a civil service employee shall mean the length of continuous employment with the department under civil service, except that time spent in employment with the department prior to being covered under civil service shall also be credited to the employee for purposes of computation of sick leave and vacation time. For purposes of this Agreement, seniority of a civil service employee shall begin at the time such employee shall achieve civil service status and this seniority date shall follow the employee as long as he or she shall remain in a civil service classification.
3. Any employee previously employed in the department, in a position to be covered by civil service, and was grand fathered into civil service, shall have a starting date and civil service seniority under this Agreement as of the time of his/her original hire with the department.
4. Seniority shall be broken by termination or resignation.
5. A new civilian employee shall have a probationary period not to exceed six (6) months. Upon completion of the probationary period, he/she shall be placed on the seniority list and his/her seniority date shall be determined in the manner set forth in this article.
6. Employees employed under Civil Service shall be subject to provisions of Chapter 341A, Code of Iowa, Section 341A.11 & Rules of the Dubuque County Civil Service Commission.
7. A civil service employee who is promoted, transferred or reassigned from one classification to another classification under Civil Service shall serve a three-month probationary period in the new classification. A civilian employee covered by this Agreement who is appointed to a position covered by Civil Service, shall be subject to the probationary period of employees required to attend the Iowa Law Enforcement Academy, as provided above. Upon satisfactory completion of the probationary period, he/she shall be considered a permanent employee within the new classification. If not, he/she shall be returned to his/her former classification and rate of pay.

8. In the case of a civilian employee, the length of the employee's service with the department in a civilian capacity shall control for purposes of scheduling vacations and shift preference. Civilian seniority shall follow the employee from one civilian classification to another. Employees assigned to the combined city/County Records Room shall be subject to Joint Records Room sign-up, as follows: The most senior employee in either agency shall select a shift/vacation; the most senior employee in the other agency shall then select shift/vacation, after which the shift selection shall revert to the first agency. This selection process shall proceed until all shifts are assigned and shall occur annually. Persons hired subsequent to the effective date of this agreement, will be allowed choices based strictly upon date of hire.
9. In the case of a civil service employee, the length of service with the department in a civil service capacity shall control the scheduling of vacations and shift preference. Prior service with the department in a civilian classification shall not be considered for these purposes. However, total consecutive length of service with the department, in whatever capacity, shall control the accrual of longevity, sick time and vacation time. Seniority under civil service shall follow the employee from one civil service classification to another.

## B. EMPLOYEE STATUS

1. A full-time employee is defined as any employee who works in excess of thirty (30) hours per week, and who is not a part-time employee or limited term employee as defined in this Agreement. A full-time employee shall be entitled to all the benefits specified in this Agreement.
2. A limited term employee may be employed by the Sheriff for a period not to exceed ninety (90) days. During such employment, the employee shall not accrue any sick pay, vacation or other benefits provided in this Agreement.
3. A part-time employee is one who works thirty (30) hours per week or less or is employed on an "on call" basis, provided that said employee does not work 40 hours per week for a continuous period of four months. Such employees shall not accrue any sick leave and shall accrue vacation and personal days as outlined in this Agreement.
4. It is further understood and agreed that any full-time employee whose hours are reduced to thirty (30) hours per week or less by reason of budgetary pressures will continue to accrue benefits in this Agreement.
5. If a new class or type of employee not listed in this agreement is created, the County agrees to open this contract for negotiation of wages and benefits for that position or class, subject to the procedures of the Iowa Public Employee Relations Board to resolve impasse, waiving the time deadlines.

## ARTICLE 7 - LEAVES OF ABSENCE

### A. LEAVES WITHOUT PAY

1. An employee may be granted a leave of absence without pay from employment upon securing written permission from the Sheriff. Leaves of absence granted will be upon such circumstances and conditions as may be established by the Sheriff, not to exceed one (1) year. Employees must exhaust all applicable accrued leave before the Sheriff will give consideration to the leave of absence request. Notification in writing shall be given to the Association when a leave of absence is granted.
2. An employee granted a leave of absence shall not be eligible for fringe benefits during the period of such leave except as otherwise specifically provided by this Agreement or State Law.
3. A regular full-time employee on an authorized leave of absence without pay may continue to carry his/her health, dental, and life insurance coverage, provided the employee pays a prorated portion of the premium based on the length of the unpaid leave.
4. If the employee does not return to work immediately after expiration of his/her leave of absence, he/she shall be terminated.
5. Upon return from leave of absence without pay, the employee shall return to his/her former job, if qualified, and if the position is vacant, or to another equivalent position, in accordance with his/her qualifications and ability.
6. Leave without pay not to exceed five (5) days per year shall be granted by the Sheriff to an employee duly elected or reelected by the Association, to a representative position, to attend educational classes or conventions pertaining to Association business. The employee shall give the Sheriff at least thirty (30) days advance written notice of intent to attend such classes or conventions and secure prior written approval from the Sheriff. Not more than one (1) employee shall be granted such leave at any time.
7. ACTIVE MILITARY DUTY
  - a. If an employee is called to active military duty in either the National Guard or Reserve, said employee shall be considered on an approved leave of absence.
  - b. This leave of absence shall be for the entire time that the employee is on active duty.
  - c. Employee shall return to his/her former job if qualified upon release from active duty.
  - d. Employee at his/her discretion will continue to incur health, dental and life insurance at cost of current employees.
  - e. This section shall conform will all applicable Federal and state laws concerning active duty military personal.

### B. LEAVES WITH PAY

1. Jury Duty: An employee required as a juror during his/her regular working hours shall receive his/her regular wages. All remuneration for jury duty, testifying and other reimbursement while on leave with pay, over normal salary and necessary expenses shall be reimbursed to the County within thirty (30) days of receipt of payment. When released from duty during working hours, the employee will report to work as soon as possible after being released. It is the responsibility of any employee to contact his/her immediate supervisor to make reasonable arrangements to report to jury duty.

2. Voting in Elections: Qualified employees entitled to vote in elections may between the time the polls open and close, take adequate time to vote without loss of pay provided that the employees could not otherwise vote on their own time, according to the applicable State or Federal statute. The Employer will schedule time which employees may take off for the purpose of voting under this section.
3. For attending negotiating sessions with and agreed to by the Employer, while serving as the elected or appointing negotiating representative.

### **ARTICLE 8 - BEREAVEMENT LEAVE**

- A. All permanent full-time employees shall be allowed three consecutive calendar days including scheduled days off for attending funerals for deaths in the immediate family. One of the up to three consecutive calendar days must be the day of the funeral. Employee may choose the beginning date for the up to three days. Immediate family is defined to include mother, father, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, stepparents, legal guardian, grandparents and spouses' grandparents, son-in-law, daughter-in-law. All permanent full-time employees will be allowed up to one work week, not including scheduled days off, for the death of a spouse, child, grandchild or step child.
- B. All permanent full-time employees shall be allowed up to one day off to attend the funeral of aunts, uncles, nieces, nephews or to serve as a pallbearer.
- C. Employees will be granted up to one work week from their vacation or personal day accumulations in the event of a death of a member of the employee's immediate family including parents, spouse, children and step-children, by request.
- D. It is recognized that a death of a person other than the relationship listed above could warrant consideration for some paid funeral leave. In this event, the employees should make known the situation to the Sheriff. The Sheriff may exercise administrative approval consistent with the intent of this funeral leave policy.
- E. In the event that a part-time employee is scheduled to work on the day of the funeral of a member of his/her immediate family, the employee shall be granted funeral leave, based on the average number of hours the employee is scheduled to work during the previous month.

### **ARTICLE 9 - CALL BACK**

Any employee recalled to duty after completion of his/her regular shift, will receive a minimum of two (2) hours pay or two (2) hours of compensatory time. When such work merges with the employee's regular work day, this provision shall not apply.

## **ARTICLE 10 - WORKER COMPENSATION**

- A. On the job injuries shall be reported immediately to the employee's immediate supervisor and department head and a written report shall be submitted to the Personnel Office. In the case of an incapacitating injury, the report shall be submitted as soon as the employee is able to supply the necessary information.
- B. During the period an employee is receiving benefits under worker's compensation, he/she shall continue to accrue longevity, sick leave and vacation benefits and the County will continue the employee' health insurance coverage.
- C. When an employee of the County sustains a personal injury or illness arising out of and in the course of his/her employment, the employee, for the first three working days of disability, shall use earned sick leave. Beginning on the fourth day following the day of injury, the employee must notify the employer on forms provided by the County whether that employee elects to receive supplemental compensation from the County, in which case appropriate deductions will be made from the sick leave, vacation or compensatory time of the employee. If the employee elects to receive compensation beyond the amount the worker's compensation provides, that employee is obligated to present to the Personnel Department a copy of the endorsed check received from the Worker's Compensation carrier. The employee will then receive a payroll check for up to the amount of that employee's regular compensation, based on his/her hourly rate and regularly scheduled hours. The difference between the Worker's Compensation benefits and the full one hundred per cent regular rate of pay shall be deducted from the earned and unused sick leave credits of the employee. Upon expiration of an employee's accumulated and unused sick leave credits, the employee shall be entitled only to benefits under the Iowa Worker's Compensation Law.

## **ARTICLE 11 – INSURANCE**

- A. **ACCIDENTAL DEATH AND DISMEMBERMENT:** All permanent full time employees shall be provided a \$25,000.00 accidental death and disability policy. Coverage for eligible employees shall commence on the first of the month following a thirty (30) day waiting period. Coverage under this section shall be for the employee only.
- B. **HEALTH INSURANCE:** All permanent full time employees shall have the option to choose from single or family health insurance coverage provided below. Coverage for eligible employees shall commence on the first of the month following a thirty (30) day waiting period.
  - 1. Full- time employees shall receive fully funded health insurance coverage for hospitalization, medical, surgical, major medical, prescription drugs, and optical benefits. The insurance cost shall be determined each year by the actual cost for all benefits associated with the Plan such as the actual insurance premium, annual determination of HRA, ACA Fees, Consultation Fees, Dental and Life insurance premiums.

Effective January 1, 2020, employees shall pay the following monthly premiums for all insurance coverage:

Single: \$40.00  
Family: \$95.00

Effective January 1, 2021, employees shall pay the following monthly premiums for all insurance coverage:

Single: \$50.00  
Family: \$115.00

Effective January 1, 2022, employees shall pay the following monthly premiums for all insurance coverage:

Single: \$55.00  
Family: \$120.00

2. Health Maintenance Organization coverage benefits determined and provided by the Employer. The Employer shall pay up to the amount provided employees selecting coverage under the fully funded coverage above for single or family health, dental, and accidental death and disability policies, if coverage is selected under this section. Costs in excess of the amounts provided for fully funded insurance, for coverage elected under this section, shall be paid by the employee. In the event the County exercises the option to require employees to pay for excess premium costs in this section, the County agrees to open this contract to negotiate for insurance and wages, subject to procedures established by the Iowa Public Employment Relations Board, to resolve impasse, waiving time deadlines.
- C. DENTAL INSURANCE: All permanent full-time employees shall be provided single or family dental insurance coverage. Coverage for eligible employees shall commence on the first of the month following a thirty (30) day waiting period.
- D. LIFE INSURANCE: All permanent full time employees shall receive a \$25,000 term life insurance policy. The cost of this insurance shall be paid by the Employer. Coverage for eligible employees shall commence on the first of the month following a thirty (30) day waiting period. Coverage under this section shall be for the employee only.
- E. In the event of any change in the form or rate for insurance, the Association shall be notified in writing within ten (10) working days of the change in coverage by the Employer. The Employer retains the right to select the insurance carrier, provided that the insurance shall be at least equal to that provided by the existing carrier.
- F. A regular full-time employee on an authorized leave of absence without pay, may continue to carry his/her health, dental, and life insurance coverage, provided the employee pays a prorated portion of the premium based on the length of the unpaid leave.
- G. In the event insurance coverage is not desired, the employee shall be required to sign a written statement to this effect.
- H. The spouse and children of a permanent, full-time employee that dies or is killed in the line of duty shall be provided with health insurance benefits for a period of 18 months after the death of the employee at no cost to employee's family.

## **ARTICLE 12 - HEALTH AND SAFETY**

- A. The Sheriff shall first consider the personal safety of the employees in establishing operational procedures.
- B. A committee shall be composed of three (3) Association members, and three (3) representatives designated by the Sheriff who shall meet from time to time, as mutually agreed or requested, for the purpose of discussing safety and other matters of mutual concern, including the promulgation of safety regulations, with the understanding that the Sheriff and Board of Supervisors have the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.
- C. It is the duty of the Deputy to report all defects of equipment. Such reports shall be made on suitable forms furnished by the Sheriff. The Sheriff shall not ask or require a Deputy to take out any equipment that has not been cleared as safe by the shift supervisor.

## **ARTICLE 13 - LEGAL AND PERSONAL**

- A. **LEGAL:** The Employer agrees to defend, indemnify and hold harmless the employees covered by this Agreement from all claims, demands or causes of action which are made or filed against any of the employees which arise out of and during the course of their employment as required by Chapter 670 Code of Iowa.
- B. **PERSONAL:**
  - 1. Employees shall not be required to use their personal motor vehicles in the performance of their regularly assigned duties. If an employee is requested to furnish his / her personal vehicle, for special situations, the per-mile rate for use of such vehicle shall be the same as the County of Dubuque reimburses its employees for travel.
  - 2. Employees required to attend the Law Enforcement Academy and attend other education and training courses approved by the County will be reimbursed under the provisions of the "Dubuque County Training Reimbursement Policy."
  - 3. The Employer hereby agrees to reimburse employees for loss or damage to personal property while in the performance of duty, excepting clothing and uniforms. This would be limited to actual value of eyeglasses, contact lenses, watches, wedding rings, cell phones, flashlights, multi-purpose tools, or other items approved by the Sheriff. Reimbursement under this section shall not exceed \$300 for eyeglasses and contact lenses, \$150 for cell phones, \$125 for watches, \$75 for flashlights, multi- purpose tools or other items approved by the Sheriff.

## **ARTICLE 14 - PERSONNEL FILES**

Each employee shall have the right at reasonable times to review his/her personnel files. An Association representative may, at the employee's request, accompany the employee in this review. The files must be made available when the request is made during normal Court House hours, except that the review shall take place at such time so as not to interfere with the work schedule of the employee or disrupt the operation of the Sheriff's Office. The employee shall have the right to respond to all information in the file and shall be notified of any complaints which are to be placed in the file so that a response can be made or the material kept from the file.

## **ARTICLE 15 - ASSOCIATION REPRESENTATIVE**

- A. The President and Vice President of the Association and the three members voted to the welfare committee will be allowed to attend all contract negotiations, mediation and final arbitration as needed to resolve contractual matters with Dubuque County. If any of these individuals are scheduled to work, they cannot be denied the ability to attend as long as reasonable notice has been given to their immediate supervisor. Appointed Association members attending any of the aforementioned contractual meetings will be paid if on-duty at the time and will not require the Association member to use any personal time off.
- B. The Association shall have the right to examine time sheets and other records pertaining to the computation of an employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, with the employee's consent, and at reasonable times which will not disrupt the operation of the Sheriff's Office.

## **ARTICLE 16 – HOURS**

- A. The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours or work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Sheriff.
- B. It is understood and agreed that the operation of the Sheriff's office is a 365 day each year, 24 hour each day operation. The number of shifts and the hours of work shall be determined by the Sheriff. The Sheriff shall establish and post hours of work for divisions and shifts. However, in case of a change of hours of work, except in cases when an employee is assigned to work a different shift on a temporary basis because of sick leave, worker's compensation absence, funeral leave or other emergency, there must be a notification of seven (7) days to the employees of changes in hours of work. When a change is established in the hours of work, employees will be allowed to sign up for shifts by seniority.
- C. **DEPUTY SHERIFFS**

Deputy Sheriffs shall be assigned to one of the following divisions within the Sheriff's Office: Road Patrol, Jail, Civil, Criminal Investigation or Court House Security.

Deputies shall not be transferred between divisions on a permanent basis except on a voluntary basis or when an opening occurs and as provided under Article V - Appointments, Promotions and Reassignments - of this Agreement.

- 1. The normal work day for deputy sheriffs shall be eight (8) consecutive hours. Starting and ending times shall be at the discretion of the Sheriff.
  - a. The normal work week shall consist of six (6) consecutive work days followed by two (2) consecutive days off, six (6) consecutive work days followed by three (3) consecutive days off. Deputies assigned to the jail will participate in three (3) days of training (spring firearms, fall firearms, and winter in-service) on their scheduled days off. Deputies assigned to the Road Patrol will participate in four (4) days of

training (spring firearms, fall firearms, rifle recertification, and winter in-service) on their scheduled off days. Deputies will be compensated at their regular hourly rate to attend the training evolutions. The scheduled hours for deputy sheriffs assigned to investigative duty may vary from the normal work schedule as required by the Sheriff.

This provision will sunset after June 30, 2022 unless both parties agree to continue it beyond that date.

- b. For the road patrol and investigative division, the eight (8) hours shall include sixty (60) minutes of breaks, which includes the lunch period. For the jail division, the eight (8) hours shall be continuous, with no scheduled breaks.

#### D. JAIL CONTROL OPERATOR

Works the same hours as a Deputy Sheriff-Jail Division. In the event of a prolonged light duty assignment by a Jail Division Deputy Sheriff, the Deputy assigned to light duty may become the Jail Control Operator. At this time, the Jail Control Operator may work as a Correctional Officer, being paid out of class pay consistent with a Step 2 Part-Time Corrections Officer. During this time period, the Jail Control Operator cannot be forced to work overtime, but may volunteer for overtime as they see fit. The Jail Control Operator also has the option of declining the opportunity to work the jail floor, but must give a seven (7) day advance notice to accommodate scheduling.

#### E. CIVIL DEPUTIES/ CIVIL DIVISION CLERKS/OFFICE CLERKS

The normal workday for Civil Deputies, Office Clerks and Civil Division Clerks will be eight hours. This shall include a fifteen minute break in the first one half of the shift and a fifteen minute break in the second one half of the shift. There will be an unpaid lunch of one-half hour. The normal work week for Civil Deputies, Office Clerks & Civil Division Clerks is (40) forty hours.

#### F. COURT HOUSE SECURITY

The normal workday for a Court House Security Deputy will vary and will be determined by the sheriff.

#### G. MAINTENANCE & CUSTODIAL STAFF

The normal workday for a full-time Maintenance & Custodial staff employee will be eight hours. This shall include a fifteen minute break in the first half of the shift and a fifteen minute break in the second one-half of the shift. There will be an unpaid lunch of one-half hour. The normal work week for full-time Maintenance & Custodial Staff is (40) forty hours.

## ARTICLE 17 – OVERTIME

### A. Definition of Overtime.

1. For those employees working full time Court House Security, or both full and part time employees working in the Road Patrol Division, Jail Division, Civil Division, or Deputy Investigators, any hours worked in excess of eight (8) hours in a regularly scheduled shift, or any hours worked in excess of 171 hours in the 28-day cycle shall be considered as overtime hours, as established by the fair labor standards act.
2. For employees classified as clerks, maintenance, or custodial any hours worked in excess of eight hours in a regularly scheduled shift, or any hours worked in excess of 40 per week shall be considered as overtime hours.
3. For employees classified as Part-Time Court House Security, any hours worked in excess of 40 hours per week shall be considered as overtime.

### B. Overtime Compensation

All overtime shall be compensated at one and one half times the employee's regular rate of pay, or at one and one half compensatory time off.

### C. The twenty-eight day work period is as established by the Fair Labor Standards Act

### D. Employees having less than sixty-four (64) hours of compensatory time accumulated who have worked overtime may, at their option, receive one and one half time compensatory time or time and one half pay, in increments of fifteen minutes.

### E. Overtime cannot otherwise be converted to cash unless the employee is terminating his/her employment with Dubuque County.

### F. Employees will be allowed to use a total of sixty-four (64) hours of compensatory time per contract year (July 1<sup>st</sup> – June 30<sup>th</sup>) and shall not have more than sixty-four 64 hours of compensatory time at the end of the 28-day work period or contract year. Any compensatory time over the sixty-four (64) hours limit will be paid off to the employee at one and one half times the employee's rate of pay for the number of hours actually worked. Employees may elect to take compensatory time off in increments of no less than one half hour.

### G. Vacation, personal days, paid holidays that are not worked and paid sick leave time does not count as time worked toward computation of overtime.

### H. In Service Training.

1. An employee who is required by the Employer to participate in training sessions with a seven (7) day notice, which takes place at a time other than his/her normally scheduled work hours shall be compensated at the employee's straight time hourly rate or equivalent compensatory time for all such hours actually spent in training, at the employee's discretion. An employee who is required by the Employer to participate in training sessions without a

seven (7) day notice, which takes place at a time other than his/her normally scheduled work hours, shall be compensated at one and one half times the employee's rate of pay, or one and one half compensatory time for all such hours actually spent in training, at the employee's discretion. The hours for which the employee is compensated under this provision shall not be considered as hours worked for overtime purposes.

2. If any employee is required to participate in training sessions during scheduled work hours, he/she shall be compensated at his/her straight time hourly rate for such hours and shall have those hours considered as hours worked for overtime purposes.
3. If the Employer requires an employee to participate in training sessions away from the Department, the following shall apply: If the training session is less than 30 miles from Dubuque, no compensation, pay or compensatory time will be paid to the employee for the time spent traveling. For other travel for training required by the Sheriff, employees shall receive pay at the straight hourly rate for hours in excess of the regularly scheduled workday, except for those employees listed in section (H)(4) of this Article. The Employer shall pay employee's meal and lodging expenses, tuition and registration fees related to the training.
4. For those employees required or approved by the Sheriff to travel to the Iowa Law Enforcement Academy for the purpose of attending basic training to become a certified law enforcement officer, at their option, the employee may receive the following. Compensatory time or pay, up to a maximum of forty-eight (48) hours of compensatory time, with any remaining compensation for travel in pay only as prescribed in this article.

- I. Overtime shall not be compensated more than once for the same hours worked.
- J. When a staffing shortage occurs in excess of 24 hours, the shortage will first be attempted to be filled on a voluntary basis by employees assigned to that shift by seniority from most senior to least senior employee.

If the staffing shortage is not filled, employees from adjacent shifts will be offered to fill the shortage on a voluntary basis by seniority from the most senior to least senior employee by those employees regularly scheduled to work on the adjacent shifts.

If the shortage is still not filled at this time, any employee within the division may fill any hours not filled. If the shortage still exists, employees working the adjacent shifts can be required to fill said shortage on the basis from the least to most senior employee.

Reasonable attempts shall be made to contact employees to fill staffing shortages as prescribed in this section.

No employee will be forced to work consecutive overtime shifts that encompass a combination of end of shift overtime and beginning of shift overtime, ensuring the employee has at least nine (9) hours between shifts to recuperate.

In the event of mandated; i.e.: grant funded projects and special enforcement projects, any Deputy or Deputies assigned to the overtime will be given a minimum seven day notice that the overtime has been assigned to them.

## **ARTICLE 18 - TRADING TIME/EXCHANGING WORK SHIFTS**

An employee may have the privilege to exchange work hours with another employee/supervisor upon their mutual agreement and with the approval of the department head or designated representative provided:

- A. Such exchanges of work hours will not result in overtime compensation that would not have normally been paid.
- B. The County will not be responsible for enforcing any agreements between employees.
- C. Trades may only take place between employees designated as acting first or second sergeants and their sergeant. Trades between acting first or second sergeants and their sergeant will be limited to three (3) per contract year.
- D. Trades between employees will be allowed as follows:
  - 1. For trades of 4 (four) hours or more, trades will be allowed in increments of 1 hour.
  - 2. For trades between a minimum of 2 (two) hours and 4 (four) hours, in increments of 1 (one) hour.
    - a. For time at the beginning of the employee's work shift, employee must trade with another employee who works during the shift prior to his/her work shift.
    - b. For time at the end of the employee's work shift, employee must trade with another employee who works during the shift following his/her work shift.
  - 3. No trades will be allowed in increments of less than 1 (one) hour.
- E. A maximum of two (2) trades for one employee will be allowed during an employee's regular work shift.
- F. **DONATED LEAVE PROGRAM**

Employees who are eligible for 80 hours or more of vacation and/or have accumulated comp. time will be allowed to donate their vacation time, comp. time, or a combination of both vacation and comp. time to a co-worker within the bargaining unit. Total hours donated by an employee shall not exceed 32 hours per contract year.

## **ARTICLE 19 - SICK LEAVE**

- A. Each full-time regular employee shall accrue sick leave at the rate of sixteen (16) hours per month of continuous employment. Times on layoff, suspension or leave without pay shall not be counted in determining a full month of service. Sick leave shall not be paid for off duty hours and shall be taken in increments of no less than one (1) hour.

- B. All employees shall retain all sick leave days accumulated prior to the effective date of this agreement. Maximum accumulation shall be 1400 hours.
- C. Unless the privilege is abused, sick leave will be granted in case of:
1. Illness or injury of the employee causing absence from work, except that an employee will not be required to use sick leave in the case of occupational illnesses or injuries except as outlined in Worker's Compensation article.
  2. Acute need on the part of the employee for medical or dental care;
  3. Medical or dental care for the employee which cannot be deferred until, or obtained after, working hours or a day off.
  4. Illness of a member of the employee's immediate family defined as spouse or minor children living in the same household, subject to the limitations of paragraph "D" below.
- D. Sick leave is not intended to provide for practical nursing care of the immediate family. However, an employee may use up to eight (8) days of sick leave per contract year for serious illness of a member of the employee's immediate family. Immediate family shall include the employee's spouse and/or minor children living in the same household, and family members listed in Article 8, Section A, who is solely dependent upon the employee for health care needs. The employee may also use personal days, vacation and unpaid leave of absence for health care needs for members of the immediate family.
- E. When absence due to sickness or injury is necessitated, the employee shall notify the working supervisor in their division as soon as possible to the beginning of his/her scheduled reporting time. The notification of the immediate supervisor will be waived if the illness or injury is such that the employee is unable to contact the supervisor of their division. The notification of illness or injury may be made orally in the first instance, but must be subsequently confirmed in writing as soon thereafter as is conveniently possible, stating the nature of the illness or injury and the name of the attending physician if applicable. The employee's supervisors shall be responsible for obtaining all data necessary and for determining whether or not the employee is abusing or has abused the sick leave. Abuse of sick leave shall be grounds for disciplinary action.
- F. For absences due to illness or injury, the Sheriff may require satisfactory proof of illness or injury, which may include a physician's statement. The physician's statement shall contain a diagnosis of the illness or injury, whether the employee is capable of performing either regular or light duty, and an indication of the length of time it will be necessary for the employee to be absent from duty, should a complete absence be necessary.
- G. Abuse of sick leave is detrimental to the welfare of the Department and other employees. Abuse of sick leave shall be considered basis for unfavorable promotional ratings as well as disciplinary action against the employee.
- H. When an employee requests vacation for a definite period and the request is granted, any period of illness during the period of such leave shall be charged to vacation as originally requested. The only exception to this policy is in Section K of this article. If the illness extends beyond the period originally granted, sick leave may be used, subject to approval by the Sheriff to cover the additional absence. Employees on sick leave may use all accrued vacation, personal

days, and paid leave after all sick leave accumulation has been exhausted. Thereafter, they will be considered to be on an unpaid medical leave of absence.

- I. Sick leave shall accrue but not be granted during the first month of service.
- J. Special Accumulation: An employee who has accrued the maximum 1400 hours of sick leave shall accrue an additional sixty (60) days of special sick leave accumulation at the rate of pay of two (2) days per month of continuous employment in accordance with this Agreement. The Special Accumulations may be converted by the County at the employee's regular rate and shall only be used to pay for the employee's normal health insurance premium, for up to one (1) year duration, upon request, if the following conditions are met:
  - 1. An employee must exhaust all regular sick leave accumulation, vacation accumulation, personal days and compensatory time.
  - 2. An employee must be on approved unpaid leave of absence for medical purposes.

Usage of sick leave, three (3) consecutive days and less, after the maximum 120 days accumulation is reached, will be deducted from both the Regular and Special Accumulations.

- K. With approval of the Sheriff, any employee who is scheduled for vacation time and subsequently becomes hospitalized or temporarily disabled may be allowed to cancel any vacation time and use sick time instead, provided that the employee notifies the department in a timely manner.
- L. All bargaining unit employees shall be paid up to 1200 hours of accrued sick leave upon voluntary separation and:
  - 1. With at least 22 years of continuous, full time service with Dubuque County; or
  - 2. Retire as a result of a disability and must be eligible for full pension payments from the Iowa Public Employee's Retirement System immediately upon retirement, or
  - 3. Have 20 years of continuous, full time service and qualifies for retirement in the Iowa Public Employees' Retirement System.

Payment will be based on the employee's regular hourly (straight time/base/salary) rate of pay at the time of retirement. Payments will be made bi-weekly over a five year period. The payment will be considered income and subject to appropriate taxes. In the event a retired employee dies before all of the unused sick leave is paid, such payment will cease at the time of the retired employee's death.

For those bargaining unit employees that leave employment with the County and do not meet one of the aforementioned, the County will reimburse the employee for one-hundred fifty (150) hours of accrued sick leave at the employee's hourly rate at that time, provided that the employee has at least one-hundred fifty (150) hours of sick leave remaining. If the employee has less than one-hundred fifty (150) hours of accrued sick leave, the County will reimburse the employee for any remaining hours at the appropriate hourly rate.

- M. Full-time employees will receive one (1) wellness day for every one hundred eighty (180) continuous days without using a full sick day or family sick day. The continuous one hundred eighty (180) days will be understood to be divided into two (2) periods and will run from January 1<sup>st</sup> to June 30<sup>th</sup> and July 1<sup>st</sup> to December 31<sup>st</sup>.

**ARTICLE 20 - SUBPOENA AND WITNESS FEES**

- A. An employee who is subpoenaed or called as a witness or to otherwise give information before a court or other duly constituted body shall, when such information is required by his official position, be considered to be at work for the purposes of this Article.
- B. An off-duty employee who is called to give testimony as set forth above shall receive compensation as follows:
  - 1. Time and one-half the employee's regular rate of pay, in either pay or compensatory time for a minimum of two (2) hours.
  - 2. For an employee who is required to give testimony in an implied consent hearing on the telephone, a minimum of two (2) hours at the time and one half the employee's regular rate of pay, in either pay or compensatory time.
- C. An employee who is subpoenaed or called as a witness as herein set forth, and is subsequently notified that his/her presence and testimony will not be necessary shall not receive any pay or work credit if notified prior to four hours of scheduled court time. If the employee is not notified within the four hour period prior to the required time, the employee will be compensated for two (2) hours at the employee's regular rate of pay, in either compensatory time or pay.
- D. All witness fees received by the employee for giving testimony or other information as provided in this Article shall be remitted to the County within fifteen (15) days of receipt of payment.

**ARTICLE 21 - NONDISCRIMINATION IN EMPLOYMENT**

- A. The Employer and Association agree that equal opportunity in employment is a mutually desired goal and the parties will cooperate in the implementation of that goal.
- B. There shall be no discrimination in employment by the Employer or the Association toward any employee because of their membership in or non-membership in the Association. The parties will not discriminate against an employee because of an employee's membership in or non-membership in the Association or participation in Association affairs and/or activities.
- C. The Employer will not discriminate against any employee or applicant because of race, sex, color, age, creed, religion or nationality or because the employee or applicant is disabled, provided that such disabled applicant or employee is qualified for the job.

## **ARTICLE 22 - NO STRIKE / NO LOCKOUT**

- A. The Association, its officers or agents, or any of the employees covered by this Agreement, shall not at any time instigate, cause, counsel, engage in, or condone any strike, slowdown, picketing, observance of any picket line at any premises, or any other work stoppage. It is understood that any such activities are prohibited and will subject any person or party engaging in any such activity to such penalties that the law, from time to time, shall provide.
- B. If any employee covered by this Agreement engages in a violation of this Article, the Association shall immediately disavow such violation and request and encourage any such employees to immediately return to work.
- C. The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a dispute with the Association.

## **ARTICLE 23 - MATERNITY LEAVE**

Pregnancy shall be treated as an illness and subject to all the provisions of this Agreement regarding sick leave.

- A. In compliance with Iowa Code Section 601A, disability caused by pregnancy, miscarriage, childbirth and recovery are temporary disabilities and shall be treated as such under the sick leave plan of this agreement. If the employee exhausts accrued sick leave, all accrued vacation and personal days can be used by the employee. When accrued sick leave, vacation and personal days are exhausted, employee may apply for temporary unpaid leave of absence for the period the employee is disabled, or for eight weeks, whichever is less. Beyond the provisions of this section, employee is automatically eligible for unpaid leave of absence and provisions of Article 7, Numbers, 2, 3, and 5 of this contract shall apply.
- B. Any employee may use up to three (3) days of Sick Leave for the birth or legal adoption of their child. One (1) of the three (3) days is required to be the day of the birth / adoption of the employee's child or the day of release from the hospital. The use of any additional Sick Leave as a result of special circumstances may be requested and will be at the discretion of the Sheriff.

## **ARTICLE 24 - ON-CALL**

- A. Any employee who is required to limit his/her personal time by being placed "on call" shall at their discretion be compensated at the following rate:
  - 1. Two (2) hours of straight time pay for each 24- hour day required to be "on call".
  - 2. Eight (8) hours of straight time pay or compensatory time for every 7-day week that the employee is required to be "on- call"
- B. This shall be in addition to any over-time worked during that period.

- C. This shall not be construed to be paid for overtime or to allow the weekly hours to be totaled in excess of the regular schedule. If the employee is called to work, he/she shall be paid a minimum of two (2) hours straight time at the appropriate rate of pay. An employee called in when “on-call” shall receive pay for work only, in lieu of “on call” pay.
- D. Provisions of this Article and payment for "on call" pay shall apply when an employee is told specifically that he/she shall be "on call". When an employee is "on call", he/she will be required to limit his/her activities, be available to be contacted, and shall be in a condition to report to work at any time.

**ARTICLE 25 – HOLIDAYS**

- A. All Sheriff’s Department employees are eligible for the following paid holidays:

New Year’s Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Spring Holiday	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year’s Eve Day
Martin Luther King Day	

- B. For office employees, whenever any of the listed Holidays fall on their first regularly scheduled day off, the preceding day shall be observed as the holiday. When a listed holiday falls on their second regularly scheduled day off, the following day shall be observed as the holiday.
- C. To be paid for these Holidays, it is necessary for the employee to work, or be on pre-requested compensatory time, casual day, vacation or sick leave the day before and the day after the Holiday, or for continuous operation employees, the Holiday itself, unless they are excused by the Sheriff.
- D. Eligible employees who are regularly scheduled and work on a holiday shall be compensated at one and one-half times their current hourly rate plus their current hourly rate of pay for the hours worked on the holiday. Eligible employees who are not scheduled to work and who do not work shall be compensated at their regular rate of pay for their normal hours of work.
- E. Permanent full-time employees required to work overtime on New Year’s Day, Christmas Eve, Christmas Day, Thanksgiving Day or Independence Day shall be compensated at double the regular rate of pay for hours worked in excess of regularly scheduled hours.
- F. Should legal action be initiated against the County for the Spring Holiday, the Union agrees to discuss substitution of the Spring Holiday for a different Holiday.
- G. Permanent part-time employees who are regularly scheduled and work on a holiday shall be compensated at 1 1/2 times their current hourly rate of pay for the hours worked on the holiday.

**ARTICLE 26 – VACATIONS**

- A. The Sheriff shall determine the number of employees that may be on vacation at any one time. For deputies working in the road division there may be allowed two or more employees on the same shift to take vacations at the same time when the work force permits. For deputies working in the jail division there will be allowed three or more employees on the same shift to take vacation at the same time, if the work force permits. The Sheriff may require rescheduling a vacation if a situation of an emergency nature arises.
- B. Those employees who are required to attend two (2) weeks of military training shall notify the Sheriff by March 15th as to when those two (2) weeks should occur during June, July or August, and they shall be used to determine the number of employees who may select vacation during those weeks.
- C. All employees shall be eligible to receive paid vacation according to the following schedule:
  - 1. One (1) working week after one (1) year of continuous full-time employment.
  - 2. Two (2) working weeks after two (2) years of continuous full-time employment.
  - 3. Three (3) working weeks after five (5) years of continuous full-time employment.
  - 4. Four (4) working weeks after ten (10) years of continuous full-time employment.
  - 5. Five (5) working weeks after twenty (20) years of continuous full-time employment.
- D. For an employee regularly working a five-two (5-2) schedule, the work week shall consist of five (5) days. For an employee regularly working a six-two (6-2) schedule, the work week shall consist of six (6) days. For purposes of this vacation policy, all full-time Deputies, regardless of assignment, will be considered to work a six-two (6-2) shift and thus receive six (6) days of vacation for each eligible week as specified in Article 26.C.
- E. Part-time employees shall be entitled to Paid Time Off according to the number of hours averaged bi-weekly during the previous year. Part-time employees become eligible for Paid Time Off after one year of service. Upon completion of one year of service, Paid Time Off will be given on the employee’s employment anniversary date. Any Paid Time Off not used during the given year will be paid out on said anniversary date. Paid Time Off for part-time employees will be earned as follows.

<u>Average bi-weekly hours</u>	<u>Paid Time Off Earned</u>
0-20 hours.....	24 hours
21-40 hours.....	32 hours
41 or more hours.....	40 hours

- F. If members of this bargaining unit select one (1) week block of vacation, they will be allowed to use their week of vacation, regardless of the work force, if the work force is reduced due to a workforce shortage of over 30 days.

G. VACATION SELECTION: (date changes)

1. Vacation will be selected by seniority, by shift and within Divisions.
2. No employee will be allowed to select more than two (2) weeks on their initial selections for vacation selection dates occurring during the calendar year. One (1) week selection in each of the two (2) selection dates on the first draw, or two (2) weeks selection in one (1) selection date and none in the other selection date on the first draw.

WEEK SELECTION DATES

March 1<sup>st</sup> – 5<sup>th</sup>  
September 1<sup>st</sup> – 5<sup>th</sup>

VACATION PERIOD

April 1<sup>st</sup> - September 30<sup>th</sup>  
October 1<sup>st</sup> - March 31<sup>st</sup>

3 DAY SENIORITY SELECTION DATES & VACATION PERIOD

Round 1: March 6<sup>th</sup> - 11<sup>th</sup>  
Round 2: March 12<sup>th</sup> - 18<sup>th</sup>

April 1<sup>st</sup> - September 30<sup>th</sup>

Round 1: September 6<sup>th</sup> - 11<sup>th</sup>  
Round 2: September 12<sup>th</sup> - 18<sup>th</sup>

October 1<sup>st</sup> - March 31<sup>st</sup>

3. After the first round draws, those with additional time will be allowed to again select and fill any weeks not chosen on the first draw.
  4. Between listed seniority selection dates, deputies may, by seniority, select up to three (3) individual vacation days. In round (1) vacation selection will be selected by seniority from the most to least senior deputy. In round (2) vacation will be selected by seniority from the least to most senior deputy. Vacation not selected by April 1st and October 1st for the respective periods will be granted on a first come, first served basis, contingent upon maintaining departmental efficiency.
  5. The scheduling of vacations is contingent upon the approval of the Sheriff.
- H. Vacations once selected shall become final and cannot be changed unless there is another time open and not filled, or approved by the Sheriff or his designee. This subsection is not subject to the grievance procedure.
- I. On separation from the department for any reason, all vacation for completed months of service shall be paid in a lump sum at the hourly rate of the employee on his/her last day of service. Time off on layoffs, suspensions, one week and over, or leaves without pay shall not be counted in determining a complete month of in-service requirement regarding continuous service. Vacation granted in any given year shall be earned in the previous year. Vacation time shall not accumulate beyond a twelve (12) month period.
- J. All vacation, if possible, should be used in the seniority year following that in which it was accrued. Vacation accumulation not used during this year can be carried over for a three (3) month period. Any carry over vacation not used before the end of this three (3) month period will be lost. A “vacation day” is the normal number of hours worked during the employees

work day. A “vacation week” is the normal number of days in the employees work week. The employee will be allowed to use earned vacation time as follows:

- (1) Vacation Week – All vacation days can be used as single days or 1 week
- (2) Vacation Weeks – All vacation days can be used as single days or as weeks
- (3) Vacation Weeks – (1) week must be used as a vacation week, other weeks can be used as single days or weeks
- (4) Vacation Weeks – (1) week must be used as a vacation week, other weeks can be used as single days or weeks
- (5) Vacation Weeks – (1) week must be used as a vacation week, other weeks can be used as single days or weeks

Vacation time carried beyond the employee’s seniority year into the three (3) month extension period must be used as vacation weeks until less than a vacation week remains and then single vacation days may be used.

#### **ARTICLE 27 - PERSONAL DAYS**

All full-time employees hired prior to January 1 of each fiscal year shall be entitled to four (4) personal leave days per contract year. Personal Days shall be granted on a contract year basis and shall not be accumulative from year to year.

#### **ARTICLE 28 - EFFECT OF JOB CLASSIFICATION CHANGES**

The job classifications for unit employees are Deputy Sheriffs, Deputy Sheriffs assigned to the Road Division, Deputy Sheriffs assigned to the Civil Division, Deputy Sheriffs assigned to the Investigative Division, Deputy Sheriffs assigned to the Jail Division, Deputy Sheriffs assigned to Court House Security, Office Clerks, Custodial and Maintenance Staff, Jail Control Operator and Civil Division Clerk.

##### **A. PROMOTIONS:**

1. When a Clerk is promoted from one classification to another having a higher pay range, the employee will be placed in the step of the new pay range which will provide at least a \$.25 increase. Upon completion of a three month probationary period, the employee shall be considered a permanent employee within the classification, and the employee's pay shall be increased to the new pay step within the classification. Thereafter, the employee's pay shall be advanced to the next step annually as determined by the length of service within the classification.
2. An employee who receives a promotion or reassignment shall serve a six (6) month probationary period.

3. If the employee does not satisfactorily complete the probationary period, the employee shall be returned to his/her former classification and rate of pay.
4. A civilian employee covered by this Agreement who is appointed to a Civil Service position, shall be subject to the probationary period for employees specified in this Agreement who are required to complete the Iowa Law Enforcement Academy for their respective job classifications.

**B. DEMOTIONS:**

1. When a Clerk demoted for cause from one classification to another having a lower pay range, he/she shall be placed in the step within the lower range which provides at least a five percent (5%) reduction in pay. When an employee is demoted for administrative purposes through no fault of his/her own, he/she may be reduced to a rate in the range which results in a maximum of five percent (5%) reduction in pay. However, if the demotion or assignment to the classification having the lower pay range shall continue for a period in excess of one year, the employee shall revert to such classification and placed in the step within the lower range commensurate with his/her length of employment with the Department.

**C. LAYOFF PROCEDURES**

1. **CIVILIAN EMPLOYEES:** When the civilian work force is reduced, the employee with the least civilian seniority within the affected classification shall be the first affected, and the first to be laid off. The employee may at his/her option, replace the employee with the least civilian seniority, provided the employee elects to replace the other employee at the time of the layoff and the employee is qualified and has the ability to perform the job, as determined by the Sheriff.
2. **CIVIL SERVICE EMPLOYEES:** When the Civil Service work force is reduced, the employee with the least Civil Service seniority within the classification affected shall be the first to be laid off. However, the employee laid off, may at his/her own option, replace the lowest senior employee in any Civil Service classification, providing the employee is capable of performing the duties of the position and that the employee in the classification has a lower Civil Service seniority. Employees bumped from a classification by a senior employee will retain the same rights to bump a classification as an originally laid off employee. Civil Service employees shall not have the right to replace an employee within a civilian job classification.
3. **RECALL:** Employees shall retain the right of recall from layoff for two (2) years. On recall from layoff, the employee is subject to minimum requirements of the Iowa Law Enforcement Academy, and having met those requirements, will have the option to return to any vacancy within the department in the reverse order in which the employee was affected. The employee's pay within the classification to which he/she is recalled, shall be determined by the length of service with the department. In addition, an employee who returns to work in a classification other than that which he/she occupied at the time of layoff shall have the right to move into the former classification when work in that classification becomes available.

## **ARTICLE 29 - WAGE PLAN**

- A. The wage plan for the period of July 1, 2019 to June 30, 2020 shall be Appendix “A” which represents a 3% increase across all pay steps. The wage plan for the period of July 1, 2020 to June 30, 2021 shall be Appendix “B” which represents a 3% increase across all pay steps. The wage plan for the period of July 1, 2021 to June 30, 2022 shall be Appendix “C” which represents a 3% increase across all pay steps.
- B. All employees will adhere to the new wage schedule beginning July 1, 2019.
- C. New full time employees will start at Step 1. Six (6) and twelve (12) months after being placed in a classification, a new employee will advance to the next step in the classification. Thereafter, the employee will advance to the next step each twelve (12) months until the maximum step is reached.
- D. All part-time employees, except Court House Security, will start at Step 1 and remain at Step 1 for two (2) years. After two (2) years of continuous employment, part time employees will advance to Step 2 and when the rate of pay at Step 1 & Step 2 increases, part- time employees will be granted that increase. Court House Security Deputies will start at step 2 and after two (2) years will advance to Step 3 and when the rate of pay for Step 2 and Step 3 increases, courthouse security deputies will be granted that increase.
- E. Employees promoted to a step other than the starting step in a classification will advance to the next step upon successful completion of a three (3) month probationary period. Thereafter, the employee's pay shall be advanced to the next step annually as determined by length of service within the classification.

## **ARTICLE 30 – UNIFORMS**

The Employer shall provide each Deputy with uniform sets as may be required by Chapter 331.657 of the Code of Iowa, as amended, and rules of the Iowa Commissioner of Public Safety. All full time civilian civil process servers will be provided boots, gloves and a hat if required to serve papers during inclement weather. The Employer shall also provide each Deputy within the Deputy Investigator Division an additional clothing allowance in the sum of \$650 to be paid annually from date of appointment. Deputies appointed to serve as investigators will receive a \$1,000 uniform allowance upon appointment.

## **ARTICLE 31 - COMPENSATION FOR ACTING SUPERVISORY**

- A. Employees selected to work as Acting Sergeant shall be compensated by receiving payment at the time and one half of the Sergeant's regular rate of pay for one hour per work shift.
  - 1. **Definition of Acting Sergeant:** Any employee selected to perform the supervisory duties or responsibilities of his / her immediate supervisor within respective divisions.

## **ARTICLE 32 - UNION DUES AND CHECKOFF**

The Association shall be responsible for the collection and maintaining of all union dues.

## **ARTICLE 33 – SAVINGS**

If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable Civil Service rules or law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 34 – DURATION**

This Agreement shall be in effect as of July 1, 2019, and shall remain in full force and effect through June 30, 2022. Notice of intent to negotiate a succeeding Agreement to become effective on July 1, 2022 shall begin after August 15, 2021 but not later than October 31, 2021.

## **ARTICLE 35 - SPECIAL ASSIGNMENTS**

- A. Dog Handler. A deputy who begins working as a Canine Handler on or after July 1, 2019 shall receive \$10,000 annually, paid out equally among the bi-weekly pay periods. A deputy working as a Canine Handler prior to July 1, 2019 in the Dubuque County Sheriff's Office shall receive an additional one (1) hour of pay at the deputy's regular rate of pay per day for the duration of their current dog's service.
- B. Field Training Officer. A deputy assigned as Field Training Officer shall receive an additional one & one-half (1½) hours of pay at the straight hourly rate per day in pay when working as Field Training Officer approved by the Sheriff.
- C. Court House Security Deputy: A Deputy assigned to Court House Security shall receive an additional two (2) hours pay at their straight hourly rate per week.

## **ARTICLE 36 - LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee comprised of three members of the Association and 3 representatives of management. Additional representatives of the Association and/or management may be requested to meet on specific issues when both parties concur. Meetings shall be held at a mutually convenient time when issues arise. Each party may submit a written agenda to the other to call a meeting at least five working days prior to the time of the meeting. Issues to be discussed and resolved will be matters pertaining to the administration of this contract or other items of mutual concern. Meetings shall not exceed one hour unless extended by mutual agreement.

## ARTICLE 37 - LIGHT DUTY

- A. The Sheriff may allow an employee to return to work on a “light duty” basis if the employee has a physician’s statement that releases the employee with limitation and/or restrictions. The light duty policy will be implemented in accordance with the following criteria.
1. If there is a light duty position or work duties available within the Sheriff’s Office that satisfies the restrictions set forth by the physician, the employee may be assigned to said position or duties.
  2. Light duty is not meant to be a permanent work assignment. Therefore, any employee may be placed in a light duty position for a period of time equal to the shorter of:
    - a. The time an employee remains under physician’s restricted release, or the light duty job is no longer available
  3. The Sheriff shall not assign employees to light duty jobs as either a punishment or reward.
  4. Any light duty assignments shall be made in accordance with restrictions established by the employee’s physician.
- B. In the case of an off-duty injury or illness, which is not covered by workers compensation, the Sheriff may, on a case by case basis, allow an employee to return to work on light duty basis. The decision to allow the employee to return to or remain at work on a light duty basis is solely at the discretion of the Sheriff. The Sheriff’s decision is final and is not subject to any grievance or appeal using any articles or section of this agreement.

## ARTICLE 38 - PHYSICAL AGILITY

Employees may be compensated for participating in approved running / biking events at a rate of 4 hours of straight compensation time for any approved event with a distance of at least 5K and less than a half marathon. Employees may be compensated for participating in approved running events at a rate of 8 hours of straight compensation time for any approved half marathon or marathon event. A maximum of 8 hours of compensation time can be earned during any contract year. In order to earn compensation time, the employee must participate in an approved running / biking event that is 5k or longer, wear a shirt displaying department insignia, and provide proof of participation to the Sheriff.

Approved Running / Biking Events:

- Alzheimer’s 5K and Half Marathon (4 hours: 5K / 8 hours: Half Marathon)
- Mellon Sisters Domestic Violence 5K Run (4 hours)
- Run for Troops Marathon (Relay members completing at least 5K may submit for 4 hours / Half or Full marathon runners may submit for 8 hours)
- MVRA Grandview Gallop – 4 Miles (4 hours)
- MVRA Benefit Classic 5K & Half Marathon (4 hours: 5K / 8 hours: Half Marathon)
- MVRA Heritage Trail 5K / 10K (4 hours)
- Swiss Valley Trail Run (4 hours)
- Outrun the Rays 5K and Bike Ride (4 hours: 5K / 4 hours: Bike Ride)

## **ARTICLE 39 - FLEX PLAN**

The employer shall provide employees covered by this agreement with a Section 125 Flexible Benefit program for payment of medical expenses not covered by the medical, dental and prescription drug plans and for dependent care expenses. The plan shall be subject to revisions to comply with Federal and State law.

## **ARTICLE 40 - EDUCATION ALLOWANCE**

The County will continue to reimburse any employee choosing to take college level courses in the law enforcement field for the cost of tuition for a maximum expenditure of up to \$2,750 per fiscal year per employee. The reimbursement will be dependent upon the employee achieving at least a "C" average in any courses taken. The employee shall present a receipt for tuition payment and a copy of his grades to the Sheriff prior to any reimbursement.

## **ARTICLE 41 –LONGEVITY**

Employees having completed their applicable years of service on their anniversary dates each fiscal year shall be eligible for longevity payment listed below.

- A. If the employee leaves employment with the Sheriff's Office in good standing or is no longer eligible to receive said payment, i.e. promotion, the employee will immediately be paid any monies due them as of their last anniversary date at their current eligibility level on a pro-rated basis.
- B. The longevity payment for employees leaving employment in good standing with the Sheriff's Office will be made at the same time as payment for any vacation time due to the employee at the time of retirement or termination on a pro-rated basis.
  - After 5 years                      \$ 500.00
  - After 10 years                     \$1,000.00

After 10 years the amount of longevity pay will increase by \$100.00 annually on the employee's anniversary date to a maximum of \$3000.00 after 30 years.

- C. All part-time employees shall receive a \$500 longevity payment after five (5) years of continuous employment. Payment will be made upon their employment anniversary date beginning with the completion of their 5<sup>th</sup> year of service and then annually there after as long as employed within this bargaining unit.

## **ARTICLE 42 - SHIFT DIFFERENTIAL**

A shift differential of \$.50 per hour will be paid to employees required to work the second and third shifts.

**SIGNATORY CLAUSE**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS

24<sup>th</sup> Day of June, 2019

**FOR DUBUQUE COUNTY:**



Dave Baker  
CHAIRPERSON, BOARD OF SUPERVISORS



Dawn Sherman  
DUBUQUE COUNTY HR DIRECTOR



Joe Kennedy  
SHERIFF

**FOR THE DUBUQUE COUNTY DEPUTY SHERIFF'S ASSOCIATION:**



Ryan Kettman  
ASSOCIATION PRESIDENT



Chris Wahlert  
ASSOCIATION VICE PRESIDENT

**ATTEST:**



Mary Habel  
DEPUTY AUDITOR

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**July 1, 2019 - June 30, 2020**  
**Wage Schedule (Hourly) - Appendix "A"**  
**3.00% Increase**

Class	Step 1	Step 2	Step 3	Step 4	Step 5
*Deputy Sheriff	25.34	26.12	26.86	29.88	32.89
Jail Control Operator	20.66	21.02	21.62	22.81	24.00
Civil Division Clerk	20.66	21.02	21.62	22.81	24.00
Clerk II	19.80	20.18	20.81	21.98	23.71
Clerk III	20.66	21.02	21.62	22.81	24.00
Clerk IV	22.01	22.31	23.18	24.32	25.53
Maintenance	22.01	22.31	23.18	24.32	25.53
Custodian	16.80	17.84	18.89	19.96	20.98
Part-Time Courthouse Security		26.12	26.86		
Part-Time Correctional Officer	25.34	26.12			

\* Denotes a Civil Service Classification.

NEW FULL-TIME EMPLOYEES will start at Step 1. Six (6) and twelve (12) months after being placed in a classification, a new employee will advance to the next step in the classification. Thereafter, the employee will advance to the next step each twelve (12) months until the maximum step is reached.

PART-TIME EMPLOYEES will start at Step 1 and remain at Step 1 for two (2) years. After two (2) years of continuous employment, part time employees will advance to Step 2 and when the rate of pay at Step 1 & Step 2 increases, part-time employees will be granted that increase. Part-time courthouse security will start at Step 2 and after two (2) years will advance to Step 3 and when the rate of pay for Step 2 and Step 3 increases, courthouse security will be granted that increase.

Maintenance & Custodian employees will start at Step 1 and will advance the same as new employees as defined above.

An employee promoted to a step other than the starting step, shall advance to the next step upon the satisfactory completion of a three (3) month probationary period. Thereafter, the employee shall advance to the next step each twelve (12) months until the maximum step is reached.

**July 1, 2020 - June 30, 2021**  
**Wage Schedule (Hourly) - Appendix "B"**  
**3.00% Increase**

Class	Step 1	Step 2	Step 3	Step 4	Step 5
*Deputy Sheriff	26.10	26.90	27.67	30.78	33.88
Jail Control Operator	21.28	21.65	22.27	23.49	24.72
Civil Division Clerk	21.28	21.65	22.27	23.49	24.72
Clerk II	20.39	20.79	21.43	22.64	24.42
Clerk III	21.28	21.65	22.27	23.49	24.72
Clerk IV	22.67	22.98	23.88	25.05	26.30
Maintenance	22.67	22.98	23.88	25.05	26.30
Custodian	17.30	18.38	19.46	20.56	21.61
Part-Time Courthouse Security		26.90	27.67		
Part-Time Correctional Officer	26.10	26.90			

\* Denotes a Civil Service Classification.

NEW FULL-TIME EMPLOYEES will start at Step 1. Six (6) and twelve (12) months after being placed in a classification, a new employee will advance to the next step in the classification. Thereafter, the employee will advance to the next step each twelve (12) months until the maximum step is reached.

PART-TIME EMPLOYEES will start at Step 1 and remain at Step 1 for two (2) years. After two (2) years of continuous employment, part time employees will advance to Step 2 and when the rate of pay at Step 1 & Step 2 increases, part-time employees will be granted that increase. Part-time courthouse security will start at Step 2 and after two (2) years will advance to Step 3 and when the rate of pay for Step 2 and Step 3 increases, courthouse security will be granted that increase.

Maintenance & Custodian employees will start at Step 1 and will advance the same as new employees as defined above.

An employee promoted to a step other than the starting step, shall advance to the next step upon the satisfactory completion of a three (3) month probationary period. Thereafter, the employee shall advance to the next step each twelve (12) months until the maximum step is reached.

**July 1, 2021 - June 30, 2022**  
**Wage Schedule (Hourly) - Appendix "C"**  
**3.00% Increase**

Class	Step 1	Step 2	Step 3	Step 4	Step 5
*Deputy Sheriff	26.88	27.71	28.50	31.70	34.90
Jail Control Operator	21.92	22.30	22.94	24.19	25.46
Civil Division Clerk	21.92	22.30	22.94	24.19	25.46
Clerk II	21.00	21.41	22.07	23.32	25.15
Clerk III	21.92	22.30	22.94	24.19	25.46
Clerk IV	23.35	23.67	24.60	25.80	27.09
Maintenance	23.35	23.67	24.60	25.80	27.09
Custodian	17.82	18.93	20.04	21.18	22.26
Part-Time Courthouse Security		27.71	28.50		
Part-Time Correctional Officer	26.88	27.71			

\* Denotes a Civil Service Classification.

NEW FULL-TIME EMPLOYEES will start at Step 1. Six (6) and twelve (12) months after being placed in a classification, a new employee will advance to the next step in the classification. Thereafter, the employee will advance to the next step each twelve (12) months until the maximum step is reached.

PART-TIME EMPLOYEES will start at Step 1 and remain at Step 1 for two (2) years. After two (2) years of continuous employment, part time employees will advance to Step 2 and when the rate of pay at Step 1 & Step 2 increases, part-time employees will be granted that increase. Part-time courthouse security will start at Step 2 and after two (2) years will advance to Step 3 and when the rate of pay for Step 2 and Step 3 increases, courthouse security will be granted that increase.

Maintenance & Custodian employees will start at Step 1 and will advance the same as new employees as defined above.

An employee promoted to a step other than the starting step, shall advance to the next step upon the satisfactory completion of a three (3) month probationary period. Thereafter, the employee shall advance to the next step each twelve (12) months until the maximum step is reached.