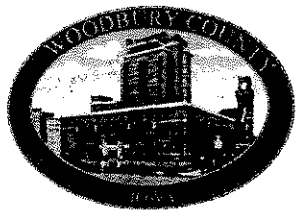


Next mtg. 28th Jan.

Woodbury County Board of Supervisors



Courthouse • Room 104
620 Douglas Street • Sioux City, Iowa 51101
Telephone (712) 279-6525 • Fax (712) 279-6577

MEMBERS

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SIOUX CITY

LARRY D. CLAUSEN
SIOUX CITY

MARK A. MONSON
SERGEANT BLUFF

JACLYN D. SMITH
SIOUX CITY

DAVID L. TRIPP
SIOUX CITY

BOARD ADMINISTRATIVE COORDINATOR
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER
HEATHER SATTERWHITE

Memo To: Bonnie Winther
From: Doug Phillips
Re: Initial Proposal by Woodbury County, Iowa, to Communications Workers of America, AFL-CIO (Deputy Sheriffs - CWA 7177)
Date: November 14, 2011

- Appendix A-2: 1% increase FY 12-13
1% increase FY 13-14
- Revise Article VIII, Section 1 (Hours of Work) as follows:

sick time The employer shall establish and post the hours of work for each shift as determined by the employer to best provide the services to be rendered and to accommodate the public being served. It is understood and agreed that the operation of the Sheriff's office and jail are continual, non-stop operations. When an employee is in active pay status, the employee will be paid for *all hours actually worked (plus any vacation or sick time - comp time used)*. 80 hours bi-weekly pursuant to the terms of Article XIX, Section 1. The employee will also be paid for any daily overtime accrued pursuant to Article IX. ~~This will occur even if the employee, because of shift schedules, has worked less than 80 hours in the bi-weekly pay period. It is agreed that if an employee terminates for any reason and at the time of the termination he/she has been paid for hours not worked, the employee will within thirty days repay Woodbury County for any hours paid but not worked. The regular work day for Court Security Officers, and for other employees who are similarly situated, shall be eight and one half (8 1/2) hours including a half hour (1/2) paid lunch period. It is understood that employees may be required to work during their lunch period.~~

- Revise Article XIII, Section A4 to increase co-pay from \$15 to \$20

Any Association proposal not addressed is rejected.

All proposals or supposals are intended as packages which can only be accepted as a package. Any proposal or supposal extended by the Employer is extended with the understanding that it will not be used in any subsequent impasse procedure. The Employer will extend the same courtesy to the Association. Woodbury County reserves the right to add, delete and modify proposals until a tentative agreement is reached.

**INITIAL BARGAINING PROPOSALS OF THE
COMMUNICATIONS WORKERS OF AMERICA
LOCAL 7177
DEPUTY SHERIFFS**

**Presented to
WOODBURY COUNTY, IOWA**

November 14, 2011

ARTICLE III
Union Rights and Responsibilities

Section 1 – The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- (a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- (c) that it will earnestly strive to improve and strengthen goodwill between and among the County and its employees, the Union, and the public.

Section 2 – The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Section 3 – The Union may appoint a representative to receive, investigate, and process an alleged grievance. If the nature of the grievance involves possible irreparable harm to an employee, the representative may be authorized by the Employer to leave the representative's regular work area for the purpose of investigating a grievance; the representative shall obtain permission to do so from the supervisor, which permission shall not be denied unreasonably.

Section 4 – A representative shall suffer no loss of regular pay for the normal work shift when properly excused by the supervisor. Such time spent investigating grievances shall be kept reasonable and commensurate with the issue involved. Normally, such time will not exceed one-half (1/2) hours.

Section 5 – The name of the representative shall be furnished in writing to the Sheriff and the Human Resources Director, and a representative may not act in that capacity until the name is so furnished. Any change in the designated representative must be promptly reported in writing.

Section 6 – The Employer recognizes and will not interfere with the rights of Peace Officers under Iowa Code 80F, 80F.1, Peace Officer, Public Safety, and Emergency Personnel Bill of Rights:

80F.1 PEACE OFFICER, PUBLIC SAFETY, AND EMERGENCY PERSONNEL BILL OF RIGHTS.

1. As used in this section, unless the context otherwise requires:

a. "Complaint" means a formal written allegation signed by the complainant or a written statement by an officer receiving an oral complaint stating the complainant's allegation.

b. "Formal administrative investigation" means an investigative process ordered by a commanding officer of an agency or commander's designee during which the questioning of an officer is intended to gather evidence to determine the merit of a complaint which may be the basis for seeking removal, discharge, or suspension, or other disciplinary action against the officer.

c. "Informal inquiry" means a meeting by supervisory or command personnel with an officer who is the subject of an allegation, for the purpose of resolving the allegation or determining whether a formal administrative investigation should be commenced.

d. "Interview" means the questioning of an officer who is the subject of a complaint pursuant to the formal administrative investigation procedures of the investigating agency, if such a complaint may be the basis for seeking removal, discharge, or suspension, or other disciplinary action against the officer. "Interview" does not include questioning as part of any informal inquiry or questioning related to minor infractions of agency rules which will not result in removal, discharge, suspension, or other disciplinary action against the officer.

e. "Officer" means a certified law enforcement officer, fire fighter, emergency medical technician, corrections officer, detention officer, jailer, probation or parole officer, communications officer, or any other law enforcement officer certified by the Iowa law enforcement academy and employed by a municipality, county, or state agency.

f. "Statement" means the statement of the officer who is the subject of an allegation in response to a complaint.

2. This section is not applicable to a criminal investigation of an officer or where other investigations pursuant to state or federal law require different investigatory procedures.

3. A formal administrative investigation of an officer shall be commenced and completed in a reasonable period of time and an officer shall be immediately notified of the results of the investigation when the investigation is completed.

4. An officer shall not be compelled to submit to a polygraph examination against the will of the officer except as otherwise provided in section 730.4, subsection 3.

5. An officer who is the subject of a complaint, shall at a minimum, be provided a written summary of the complaint prior to an interview. If a collective bargaining agreement applies, the complaint or written summary shall be provided pursuant to the procedures established under the collective bargaining agreement. If the complaint alleges domestic abuse, sexual abuse, or sexual harassment, an officer shall not receive more than a written summary of the complaint.

6. An officer being interviewed shall be advised by the

interviewer that the officer shall answer the questions and be advised that the answers shall not be used against the officer in any subsequent criminal proceeding.

7. An interview of an officer who is the subject of the complaint shall, at a minimum, be audio recorded.

8. The officer shall have the right to have legal counsel present, at the officer's expense, during the interview of the officer. In addition, the officer shall have the right, at the officer's expense, to have a union representative present during the interview or, if not a member of a union, the officer shall have the right to have a designee present.

9. If a formal administrative investigation results in the removal, discharge, or suspension, or other disciplinary action against an officer, copies of any witness statements and the investigative agency's report shall be timely provided to the officer upon the request of the officer.

10. An interview shall be conducted at any facility of the investigating agency.

11. If an interview is conducted while an officer is off duty, the officer shall be compensated as provided by law, or as provided in the applicable collective bargaining agreement.

12. If a complaint is determined by the investigating officer to be a violation of section 718.6, the investigating officer shall be responsible for filing the necessary paperwork with the county attorney's office in order for the county attorney to make a determination as to whether to charge the person with a violation of section 718.6.

13. An officer shall have the right to pursue civil remedies under the law against a citizen arising from the filing of a false complaint against the officer.

14. Notwithstanding any other provision of state law to the contrary, an officer shall not be denied the opportunity to be a candidate for any elected office as long as the officer's candidacy does not violate the federal Hatch Act, 5 U.S.C. § 1501 et seq. An officer may be required, as a condition of being a candidate, to take a leave of absence during the campaign. If the officer is subject to chapter 341A and is a candidate for county sheriff, the candidate, upon the candidate's request, shall automatically be given a leave of absence without pay as provided in section 341A.18.

15. An officer shall have the right, as any other citizen, to engage in political activity except while on duty as long as the officer's political activity does not violate the federal Hatch Act, 5 U.S.C. § 1501 et seq. An officer shall not be required to engage in political activity by the officer's agency, a representative of the officer's agency, or any other agency.

16. An officer shall not be discharged, disciplined, or threatened with discharge or discipline in retaliation for exercising the rights of the officer enumerated in this section.

17. The rights enumerated in this section are in addition to any other rights granted pursuant to a collective bargaining agreement or other applicable law.

18. A municipality, county, or state agency employing an officer shall not publicly release the officer's official photograph without the written permission of the officer or without a request to release pursuant to chapter 22.

19. If a formal administrative investigation results in removal, discharge, suspension, or disciplinary action against an officer, and the officer alleges in writing a violation of the provisions of this section, the municipality, county, or state agency employing the officer shall hold in abeyance for a period of ten days any punitive action taken as a result of the investigation, including a reprimand.

An allegation of a violation of this section may be raised and given due consideration in any properly authorized grievance or appeal exercised by an officer, including but not limited to a grievance or appeal exercised pursuant to the terms of an applicable collective bargaining agreement and an appeal right exercised under section 341A.12 or 400.20.

ARTICLE XI **Leaves of Absence**

A. Sick Leave

Section 2 – Employees shall be granted ten (10) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of six hundred forty (~~640~~ **740**) working hours. An employee who has accumulated and maintains ~~640-740~~ hours of sick leave will be allowed to convert sick leave earned during the year to vacation at the rate of 4 hours of sick leave for 1 hour of vacation. An employee will cease to be eligible for this conversion any time their accumulated sick leave falls below ~~640~~ **740** hours.

Section 6 – No employee is entitled to compensation for unused sick leave time except to the extent specified in this section. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time. An employee who is retiring and has a minimum of ~~25~~ **22** years of employment with the Woodbury County Sheriff's Office will be paid ~~15~~ **30** % of his/her accumulated sick leave up to a maximum of ~~Three~~ **Five** Thousand Dollars (~~\$3,000.00~~ **5,000.00**).

ARTICLE XV **Supplemental Pay**

F. Field Training Pay

Section 1: Officers who are assigned field training duties for probationary officers shall receive additional compensation consisting of ~~5~~ **15** % of their hourly rate of pay. The hours that an officer assigned field training duties are eligible for field training pay shall be decided by the Sheriff or his designee. This determination by the Sheriff or his designee will not be subject to grievance under the terms of this contract.

H. Instructor Pay

Section 1: Employees who are certified instructors shall receive additional compensation consisting of ~~5~~ **15** % of their hourly rate of pay for the hours that they are actually teaching in their area of certification. The hours that are eligible for this supplemental pay shall be determined by the Sheriff or his designee.

ARTICLE XVI
Transfer Procedures

Section 1: For purposes of transfer, employees shall first be placed in one of the following classifications: Deputy Sheriffs, Corrections Officers/ Court Security Officers. Deputy Sheriffs shall then be further classified in divisions as follows: patrol division, investigation division, crime prevention division, and civil and warrant division.

Section 2: On July 1 of each year, the Employer shall post a list of all assignments in each classification and shall designate the shifts during which such assignments are to be performed. Employees with two (2) years or more seniority shall then have ten (10) calendar days to designate their choice of shift assignment within their classification, and deputy sheriffs may only designate a choice of shift assignment within their assigned division. In the case of a conflict between designated choices, seniority shall govern. At the end of said ten (10) calendar day period, the Employer shall notify all employees of their shift assignments on the basis of the employees' existing assignments and designated choices. Deputies who have completed a three year assignment in one of the following Divisions - Civil Division, Investigation Division and Community Policing/Crime Prevention Division – can request a transfer out of their current Division. Deputies wanting to transfer will request the transfer by January 15th of each year. No transfer would be effective until July 1st of the year it is requested. The Sheriff will be required to transfer the Deputy out of their current Division; however, the new job assignment for the Deputy requesting the transfer is in the sole discretion of the Sheriff. No more than fifty percent (50%) of the deputies assigned to a classification/division may transfer in the same year. If the number of transfers requested exceeds fifty percent (50%) of the deputies assigned to a classification/division, seniority governs.

Section 3: If a vacancy occurs during the remainder of the contract year, employees within the classification and for Deputy Sheriffs within the division, where the vacancy has occurred shall be permitted to request a transfer to the vacant shift assignment. This transfer right shall be limited to employees with two (2) or more years seniority. In the event that two (2) or more employees request a transfer, the conflict shall be resolved on the basis of seniority. **If no employees request to transfer to the vacant shift assignment, the least senior employee within the classification/division will be chosen to fill the vacant assignment. If the assignment will last no longer than six months, at the end of the six months assignment the open assignment will be reopened to bidding. If at that time no employees request to transfer to the vacant position, that position will be filled by the next least senior employee within that classification/division from the seniority list.** **In the event that the needs of the Sheriff arises that two (2) employees need to temporarily swap shifts, and there are no volunteers, the employee with the least seniority within the job classification/division and if necessary specialty training/qualification will be placed in the temporary shift change.**

ARTICLE XIX
Compensation

Section 1: Employees shall be paid on a bi-weekly basis. Paydays shall be on Friday.

Section 2: Deputies will be Class 2 Deputies from time of hire for thirty six (36) months, **with the exception of new hires who have five (5) years of experience as a Certified Law Enforcement Officer in the State of Iowa, those officers will start as Class I Deputies.**

Beginning with thirty seven (37) months of employment a Deputy shall be a Class 1 Deputy. A Deputy shall remain a Class 1 Deputy until he/she qualifies for Senior Deputy.

Section 3: Deputy Sheriffs who meet one of the following conditions shall be designated Senior Deputy and shall receive additional pay as specified in Appendix A-1, A-2.

- (A) 4 years of service as a Woodbury County Deputy Sheriff plus a BA or BS degree.
- (B) 6 years of service as a Woodbury County Deputy Sheriff plus an AA degree.
- (C) 8 years of service as a Woodbury County Deputy Sheriff.

Senior deputy pay shall begin with the first pay period following the satisfaction of one of the conditions set out above. Deputy Sheriffs who believe they are eligible to receive senior deputy pay based upon Condition A or B shall submit evidence of satisfaction of the academic requirement to the Human Resources Department.

Beginning July 1, 2007 a Deputy Sheriff who has been employed as a Woodbury County Deputy Sheriff for 180 months will be classified as a Master Deputy. (This is subject to the special provision in Article VII, Section 4.)

ARTICLE XX
Duration and Signature

Section 1: This Agreement shall be effective July 1, 2012, and shall continue through June 30, 2014, for all articles, provisions, and appendices.

Section 2: This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 1st of the year prior to the time when modification is desired. The notification in writing is jurisdictional, but after said notice is timely served by any party, either party may thereafter offer any modification of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives this _____ day of _____, **20**_____.

WOODBURY COUNTY, IOWA

COMMUNICATIONS WORKERS
OF AMERICA
(Deputies)

By: _____
Chairman, Board of Supervisors

By: _____
CWA Representative

By: _____
CWA Local 7177 President

By: _____
Bargaining Committee

By: _____
Bargaining Committee

By: _____
Bargaining Committee

By: _____
Bargaining Committee

APPENDIX A-1
Wage Schedule
July 1, 2012

Wage increase of 4% for each year of the contract.

Deputies

2nd Class	\$21.11
1st Class	\$24.53
Senior Deputy	\$26.14
Master Deputy	\$28.17
Sergeants	\$30.20

APPENDIX A-2
Wage Schedule
July 1, 2013

Deputies

2nd Class	\$21.95
1st Class	\$25.51
Senior Deputy	\$27.19
Master Deputy	\$29.30
Sergeants	\$31.41

All other articles remain current contract.

The Union reserves the right to add, delete or modify until a tentative agreement has been reached.

