



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SCOTT EMERGENCY COMMUNICATION CENTER

AND

IOWA PUBLIC SAFETY DISPATCHERS UNION

Effective July 1, 2023 - June 30, 2025

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ARTICLE 1 DEFINITIONS

1.01 - PART-TIME EMPLOYEE

There are two classifications of part-time employees, one is a regular part-time employee who is scheduled by the Employer and another who is coded in ERP as a “PRN” (per needed and typically a former FT employee) who works an irregular schedule. A part-time employee shall not be scheduled or work thirty (30) hours or more a week. Any employee in a “PRN” status will be required to work a minimum of sixteen (16) hours per month, with shifts of four (4) or more hours. A regular part-time employee scheduled to work for 20 hours or more a week is eligible to receive sick, vacation, holiday, jury duty and bereavement pay or accruals on a pro-rated basis as set forth in this contract. A part-time employee is not eligible for insurance benefits. A regular part-time employee serves the same probationary period as a regular full time employee, unless the part-time employee was previously employed by the Employer as a regular full time employee and successfully completed a probationary status.

1.02 - PROBATIONARY EMPLOYEE

A probationary employee is an employee who has not completed one (1) year of continuous service with the Employer or completed required certification procedures for the position, whichever occurs last.

Upon successful completion of the probationary period, the new employee shall be put on the seniority list and their seniority shall be determined from and relate back to their original date of employment in the bargaining unit. The new employee may be terminated during the probationary period and shall not have recourse through the Grievance Procedure.

1.03 - BENEFITS DURING THE PROBATIONARY PERIOD

A regular full time employee is eligible for contractual fringe benefits as follows:

- A. At all times they shall be eligible to utilize bereavement leave, jury duty leave, and recognized paid holidays.
- B. Commencing with the first day of the month following the first day of service, the regular full time employee shall be eligible to be covered by the group health insurance provided by the Employer.
- C. Commencing with the first day of service, the probationary employee shall be eligible to use accrued sick leave.

1.04 - REGULAR FULL TIME EMPLOYEE

A regular full-time employee is an employee who is scheduled to work forty (40) or more hours per week on a regular basis.

1.05 - ACT

The Iowa Public Employment Relations Act, identified as Chapter 20, Code of Iowa, 2017

1.06 - ANNIVERSARY DATE

The anniversary is the calendar date of the employee's original date of hire. Attached here to as Appendix A is the seniority list for employees hired before 7/1/10. All employees hired after 7/1/10 will use their anniversary date of their full time employment with SECC. In cases where more than one employee is hired on the same date, seniority will be determined by age (eldest to youngest), if they are the same age, it will be determined by earliest date of birth in the calendar year being the most senior.

1.07 - BARGAINING UNIT

The bargaining unit recognized by the Employer is the Iowa Public Safety Dispatchers Union.

1.08 - BOARD

The members of the Scott Emergency Communications Center as set forth in the 28E Agreement.

1.09 - COUNTY

Scott County, Iowa

1.10 - EMPLOYER

Scott Emergency Communications Center acting through Directors or other persons designated by the Director.

1.11 - GENDER

Employees may occasionally be referred to as "he" or "his" or "she" or "hers" in the Agreement. Such designation is for convenience only as all references to employee are intended and do apply to employees of both gender.

1.12 - IMMEDIATE FAMILY

Includes: spouse, child, step-child, parent, step-parent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, step-brother,

step-sister, grandparent, spouse's grandparent, grandchild, step-grandchild, legal ward, or other resident in the employee's household.

1.13 - PERB

The Iowa Public Employment Relations Board.

1.14 - UNION

Iowa Public Safety Dispatchers' Union, acting through its Business Representative, or such elected union officers or other persons designated by the Business Representative to act on his or her behalf.

1.15 - DAYS

Days shall refer to calendar days including weekends and holidays, unless otherwise specified.

1.16 HUMAN RESOURCES DIRECTOR

Human Resources Director shall refer to the County Human Resources Director or designee.

1.17 EMERGENCY

Is an unforeseen combination of circumstances which calls for immediate action, a perplexing contingency or complication of circumstances, or a sudden or unexpected occasion for action; including but not limited to a natural catastrophe or other condition threatening public health or safety that potentially could result in a disaster declaration by governmental officials affecting the Quad-City area.

ARTICLE 2 **PREAMBLE**

2.01 - AGREEMENT

This Agreement is entered into by and between the Scott Emergency Communication Center, hereinafter referred to as the EMPLOYER, and the Iowa Public Safety Dispatchers' Union. This AGREEMENT is made and entered into to become effective July 1, 2023.

It is the purpose of this AGREEMENT to achieve and maintain harmonious relations between the EMPLOYER and the UNION, to provide for equitable adjustment of difference which may arise.

2.02 - INTERPRETATION OF AGREEMENT

This Agreement supersedes and cancels all previous agreements between the Employer and members of the Union, unless expressly stated to the contrary herein, and together with any mutually agreed to amendments, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during its term. The parties each agree during the term hereof that they will not unilaterally enter into any agreement or contract with employees in the bargaining unit, individually or collectively, or initiate practices with those employees, unless the same be permitted by law and are consistent with the terms and provisions of this Agreement, or the rules as proscribed by PERB.

ARTICLE 3 RECOGNITION AND REPRESENTATION

3.01 - RECOGNITION

The Employer recognizes the UNION as the sole and exclusive bargaining representative of the Scott Emergency Communication Agency employees, as follows:

INCLUDED: Call Takers (part-time) and Dispatchers (full and part-time)

EXCLUDED: Director, Deputy Director, Quality Assurance Specialist, Training Specialist, Data Analyst, Tech System Coordinator, Supervisors, Warrant Clerks and Administrative Assistants

3.02 - NON-DISCRIMINATION IN EMPLOYMENT

Neither the SECC, nor the Union, shall discriminate in violation of law against any employee because of the employee's race, color, religion, sex, age, sexual orientation, union activity or lack thereof, national origin or other federal or locally protected classes.

3.03 - NO STRIKE - NO LOCKOUT

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

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

3.04 - BULLETIN BOARDS

The Union shall be permitted to post official Union notices on one official bulletin board by the lockers and mailboxes.

3.05 - RELEASED TIME

An employee may consult with a Union steward during working hours regarding a grievance by contacting the employee's supervisor. The employee's supervisor will arrange a meeting to take place during the first or last half hour of the work day. Any time spent by an employee and the steward beyond the normal workday will be without pay. The Union shall be allowed released time for the purpose of official delegates, officers, or other Union representative's attendance at the following official union meetings, such as negotiations, mediations, fact-finding and arbitration hearings, and grievance and prohibited practice complaint proceedings, if meetings are mutually agreed to be scheduled during the regular work day. Request for proposed attendance at such meetings shall be submitted to the Employer's representative for approval at least five (5) days in advance of the desired absence unless the meeting or hearing prescribes such notice, which shall not be unreasonably denied. Such release time shall be without any loss of pay. When contract bargaining sessions between the Union and the Employer are scheduled to take place during normal working hours, three (3) employees who are members of the Union's bargaining team shall be given such time off without loss of pay to attend these sessions. No employee, however, shall receive more than thirty-two (32) hours of pay at his/her straight time rate pursuant to this Section. The time off granted for bargaining purposes shall not be considered as hours worked for overtime eligibility.

Conversations regarding the union or other issues shall be allowed, as operations allow, to the extent other conversations regarding non-work related issues are allowed. Bargaining unit employees, officers and representatives shall not conduct any other Union activity or business on SECC time, nor shall they be paid for the time spent in the conduct of any other Union activity or business, except as specifically authorized by this Agreement.

3.06 - UNION STEWARD

Employees selected by the Union to act as Union representatives shall be known as "Stewards". One Steward shall be designated by the Union as the Chief Steward. The names of the employees so selected (including the alternates designated to act in their absence) and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the local Union. The local Union will also certify, in writing, the names of the members, not to exceed three (3) in number, who will constitute the Union Committee for the purposes of Labor-Management meetings. This certification shall be updated at least semi-annually. The Union shall attempt to locate Stewards within each shift so as to ensure the most efficient performance of their responsibilities and the minimum interference with their regular job duties.

3.07 - LABOR-MANAGEMENT COMMITTEE

Regular meetings of the Labor Management Committee shall be held at least once each three (3) months at a mutually convenient time. Requests by either party to hold emergency meetings shall not be unreasonably denied. A maximum of three (3) employees will be paid for time at their straight hourly rate. Other staff will be released from work so long as overtime is not incurred. Time spent during Labor Management Committee shall not be considered as hours worked for overtime eligibility. Each party shall submit a written agenda to the other not less than two (2) work days prior to each meeting, setting forth the items it wishes to discuss at the meeting. All Labor-Management Committee meetings will be for the purpose of discussing and resolving matters pertaining to the administration of this Agreement, including safety and recommendations relating to job classifications, and the improvement of the relationship between the Employer, the Union, and the employees of the bargaining unit.

ARTICLE 4 **MANAGEMENT RIGHTS**

4.01 - Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, resolution of the Board, charter, or special act, the exclusive power, duty and right, including, but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employee in positions; discipline, suspend, or discharge employees with just cause; develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; schedule working hours, including overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work, or for other legitimate reasons; determine that work or services shall be purchased or performed by unit's employees; change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Employer; prepare, certify and administer its budget; exercise all other powers and duties the Employer has pursuant to Chapter 20 of the Iowa Code.

4.02 - WORK RULES AND POLICY

Existing departmental work rules including applicable County policies will be posted on the appropriate bulletin board and/or provided electronically to employees. Work rules shall be reasonable and uniformly applied. Changes in these work rules, or new work rules, will be provided in writing to all employees in the department and the appropriate Union Steward at least ten (10) days in advance of the effective date. This ten (10) day notice requirement may be waived in emergency situations. In the event of any conflicts in these policies the contract takes precedence followed by the SECC rules and County policies.

4.03 - UNIT WORK BY NON-BARGAINING UNIT PERSONNEL

Work performed by the job classifications in this collective bargaining agreement shall only be assigned to bargaining unit employees, except in the following circumstances:

- A. The quantity of work or the effect on the bargaining unit is minor.
- B. The work is supervisory or managerial in nature.
- C. The work assignment is a temporary one for a special purpose or need.
- D. The work is not covered by the contract.
- E. An emergency is involved.

ARTICLE 5 PERSONNEL FILES

5.01 - PERSONNEL FILES

Employees or their designees shall be permitted to review; at reasonable times their official personnel folder in the County Human Resources Department. Copies of pertinent portions of the employee's personnel file shall be provided to the employee in compliance with state law. Material which reflects unfavorably on the employee will not be included in the official folder without the employee's knowledge. The employee shall have the right to respond in writing to any item in his/her personnel file, with said response becoming a part of the file.

ARTICLE 6 GRIEVANCE PROCEDURE

6.01 - GRIEVANCE DEFINED

A grievance shall be defined as a dispute or disagreement raised by an Employee with concurrence of the Union against the Employer involving the interpretation or application of the specific provisions of this Agreement or discipline exceeding 1 days suspension. Grievances, as herein defined, shall be processed in the following manner discussed in 6.02.

6.02 - GRIEVANCE STEPS

Informal Step: An employee shall discuss a complaint or problem orally with his/her immediate supervisor or his designated representative within ten (10) days following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. Within ten (10) days after the informal step is unsuccessful, an employee may initiate a grievance by submitting it in written form to the Deputy Director. The written grievance shall include a brief factual description of the violation, cite the specific provision

of the Agreement violated, state the remedy requested, and be dated and signed by the grievant. If no conference before the supervisor is requested by the grievant at the time the grievance is filed, the Deputy Director or his designee shall issue a written decision on the grievance with a copy to the employee within ten (10) days from the date the grievance was filed, or within ten (10) days from the date a conference was held to discuss the grievance. Suspension and discharge grievances shall commence at Step 2 of the grievance procedure, and must be filed in writing no later than ten (10) days following receipt of written notice of such disciplinary action.

Step 2. A grievance appealed at Step 1 shall be presented to the Director or designated representative. The Director or designated representative will answer the grievance in writing within ten (10) days after meeting with the grievant. If the answer fails to resolve the matter, then the grievant may within ten (10) days of the receipt of the Employer's answer notify the Employer in writing of the desire to move the grievance to Step 3. All parties shall be given the opportunity to present witnesses and evidence on their behalf at the meeting in Step 2. Time of said meeting shall be mutually agreed upon

Step 3. A grievance appealed at Step 2 shall be presented to the County's Human Resources Director or designated representative. The Human Resources Director or designated representative will answer the grievance in writing within ten (10) days after meeting with the grievant and/or Union. However, the parties may mutually agree to request the services of a grievance mediator to assist in the resolution of the grievance prior to the Employer's answer at Step 3 or the scheduling of an arbitrator following the Step 3 answer. If the grievance mediation is not successful the Employer's answer will be provided within seven (7) days of the mediation.

Step 4. In the event that the grievance remains unresolved after the completion of Step 3, the Union shall provide written notice of its desire that the grievance be referred to arbitration. The notice shall be made within ten (10) days after the Human Resources Director's answer.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case by case basis, upon mutual agreement of the parties. If a grievance is not presented within any of the time limits specified in this Article, it shall be waived and the Employer's last answer shall be final and binding. If a grievance at any step is not timely answered by the Employer, the Union may move the grievance to the next step.

6.03 - SELECTION OF ARBITRATOR

The arbitrator shall be selected in the following manner:

A. By Agreement: The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.

B. By Lot: In the event parties are unable to agree, or the person agreed upon is not available, the PERB shall be requested to nominate a panel of five (5) arbitrators. Within ten (10) working days after the receipt of the panel names, representatives of the parties shall meet and each party shall alternately strike a name from the list of nominees until

one remains. The Union shall make the first strike of the list. The arbitrator so selected shall be informed of his selection by the parties.

6.04 - PROCEDURES

The procedures to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator himself. The arbitrator shall submit his decision in written form to both parties within thirty (30) days following the conclusion of the hearing(s), as the case may be. The costs incurred for the services of the arbitrator shall be borne and divided equally between the Employer and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses.

6.05 - ARBITRATOR'S JURISDICTION

The decision of the arbitrator on the issues presented shall be final and binding. The provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to any matter that the laws of the State of Iowa require to be resolved otherwise.

6.06 - APPEALS

The arbitrator's decision shall be binding on the parties.

6.07 - EMPLOYEE REPRESENTATION

An aggrieved person(s) shall have the right to be represented at all levels of the Grievance Procedure by a union steward or attorney. The Employer shall bear no obligation to pay for the expenses of representation provided by other than a Union representative.

6.08 - PRIVACY AT MEETINGS AND HEARINGS

All grievance and arbitrations meetings under this Article are to be held in private and not open to the public, unless otherwise required by state law. Either party may request that the hearing be electronically recorded by either party at any time; as long as the involved parties are notified they are being recorded. All grievance and arbitrations meetings under this Article are to be held in private and not open to the public, unless otherwise required by state law.

6.09 - EMPLOYEE RIGHTS

Any employee presenting a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination or reprisal.

ARTICLE 7
MEDIATION AND INTEREST IMPASSE PROCEDURES

7.01 - STATUTE COMPLIANCE

The Employer and the Union agree to utilize the impasse procedures for collective bargaining established by Chapter 20, Code of Iowa, and the administrative rules of the Iowa Public Employment Relations Board, with the exceptions of the established timeline. In the event that the Employer and Union fail to reach an agreement by September 1 in the year in which negotiation have commenced mediation shall be requested. In the even the parties are still at impasse on October 1 of the same year the dispute shall be submitted to final and binding arbitration. In the event the dispute is submitted to arbitration the arbitrator's decision shall be rendered no later than November 1 of the same year. The parties may mutually agree to eliminate or modify the above impasse procedures.

ARTICLE 8
SENIORITY

8.01 - SENIORITY DEFINITION AND NOTICE

A. Full-Time Employees: Seniority is defined as an employee's length of continuous service with the Employer from the employee's date of original hire by the County, City of Davenport or City of Bettendorf as is set forth in Appendix A. All employees hired after July 1, 2010 will have their seniority based on hire date with SECC. The Union shall be furnished with a seniority list and job classifications of employees covered by this Agreement within thirty (30) days of July 1 each year. The same list shall be posted on a bulletin board in the work place. Employees shall have ten (10) days from the date of the posting to object to the seniority list. If objection is made and the Employer is unable to satisfy the objection within ten (10) days, the employee may file a grievance in accordance with the grievance procedure in the Agreement.

Part-Time Employees: A part-time employee's seniority will be pro-rated on the basis of average hours worked per week (i.e. the employee's established FTE level in the annual budget). Part-time employment will be counted toward seniority on a pro-rated basis in the event a part-time employee is assigned to full-time status in the bargaining unit.

8.02 - LOSS OF SENIORITY

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- A. Employee quits or is discharged.
- B. Failure to report for work upon expiration of a leave of absence.

- C. Failure to report for work within five (5) working days of being notified to return following layoff, when notice is given as provided in 8.03 above.
- D. When continuous period of layoff exceeds one (1) year.
- E. Employee retires.

It is the employee's responsibility to keep the Employer informed of his/her current address and telephone number.

ARTICLE 9

HOURS OF WORK AND OVERTIME

9.01 - WORK HOURS

A normal work day shall consist of eight (8) or ten (10) consecutive hours of work for all members of the union. The normal work week shall consist of forty (40) hours and such additional time as may from time to time be required in the judgment of the Employer. All employees shall be scheduled to work on a normal or regular work shift, and each shall have a starting and ending time. Work schedules showing the employees' assigned shift, work days and hours shall be posted not less than eighteen (18) days in advance of the first scheduled shift at the beginning of the month on a bulletin board in the Dispatch Center at all times.

9.02 - WAGES

Wages shall be paid in accordance with the following schedule during the term of this Agreement:

Effective July 1, 2023 (3% GWI), with wage reopener for FY25.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
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Public Safety Dispatcher (*Any PRN in this position will progress through steps biennially)													
\$24.11	\$24.72	\$25.33	\$25.97	\$26.62	\$27.28	\$27.96	\$28.66	\$29.38	\$30.11	\$30.87	\$31.64	\$32.43	\$33.24
Public Safety Call-Taker													
\$21.11	\$21.72	\$22.33	\$22.97	\$23.62	\$24.28	\$24.96	\$25.66	\$26.38	\$27.11	\$27.87	\$28.64	\$29.43	\$30.24

Employee (full-time and regular part-time) will advance annually through the steps on their anniversary date unless they receive an overall performance rating of less than 3.0. A part-time employee classified as PRN will advance biennially through the steps on their anniversary date unless they receive an overall performance rating of less than 3.0. In the event a step increase is to be withheld, a meeting will be held between the Human Resources Director, SECC Director, and Union Steward with the involved employee to develop a performance improvement plan.

9.03 - CALL BACK PAY

Call back pay is intended to compensate an employee for making a special trip to work under emergency conditions. To qualify for call-back pay, the employee's call-time worked cannot be continuous either before or after the employee's regular scheduled work shift. A regular full-time employee and part-time employee shall be paid for the actual call-time worked or for two (2) hours, whichever is greater, at one and one-half (1 1/2) times the employee's straight time hourly rate. Call-time cannot be included in the employee's normal work period. An employee shall not receive call-back pay if he/she is called back solely to correct a mistake made by him/her (which requires immediate correction) or perform a duty or function he/she failed to perform during paid hours of work, but shall be paid for actual hours worked.

Mandatory scheduled meeting times not contiguous to the scheduled tour shall be paid at one-half (1 1/2) times the Employee's straight time hourly wage rate for actual hours worked or two (2) hours minimum whichever is greater.

9.04 - OVERTIME COMPENSATION

A. Employee shall be compensated for authorized overtime work at one and one-half (1 1/2) times the Employee's straight time hourly rate for all approved hours worked in excess 40 hours in a workweek. However employees held over or called in early of his/her regularly scheduled shift would receive one and one-half (1 1/2) times the Employee's straight hourly rate for hours worked. Vacations, holidays, sick leave and any paid leaves of absence shall not count as time worked. Overtime shall not be paid more than once for the same hours worked.

B. ACCUMULATION. An Employee must take any overtime worked in one shift as either compensatory time or overtime with NO SPLITTING of a shift as one part compensatory time and one part overtime pay. Compensatory time may not be accrued for any work that may be funded or reimbursed by another entity or hours worked when replacing an individual who is off on compensatory time.

C. ACCUMULATION USE. Compensatory time off will be arranged by mutual agreement with the supervisor within a reasonable time of the request, but no later than 21 days in advance. Request that create an unreasonable burden on SECC's ability to provide safe and quality services to the public shall be denied. Compensatory time approved shall not be revoked because overtime may result, except in case of requests to utilize compensatory time off for holidays, the day before a holiday or the day after a holiday.

D. ACCUMULATION LIMITS. Employees may accrue up to eighty (80) hours of compensatory time, including compensatory time earned pursuant to Section 13.02, at any time in a refillable bank(s); however, may only accrue a total of one hundred and twenty (120) hours during a fiscal year.

E. ACCUMULATION AND PAYOUT. All accruals as of June 30th will be paid in the first paycheck in July. An employee may notify the payroll clerk in writing two weeks in

advance of the desire to have twenty or more hours of compensatory hours paid out in the following payroll cycle. Should the employee no longer be employed by SECC, through either termination, resignation, retirement or death, the employee shall receive a payout for all Compensatory Time accrued by the employee.

9.05 - OVERTIME ASSIGNMENTS

A. No overtime work shall be performed without the approval of a supervisor or acting supervisor. Employees who volunteer to work overtime hours will receive \$2.00 an hour premium pay or overtime pay at one and one half times (1 ½) their hourly rate of pay whichever is applicable pursuant to this contract. Part-time employees shall not be forced to work overtime. Employees must request premium pay with the working supervisor prior to the end of the applicable pay period. Supervisors will not presume an employee desires premium pay be applied.

B. Short notice (less than twenty-four (24) hours) schedule vacancies will be offered to the employees by seniority from the off-going and on-coming shifts. Supervisors will elicit volunteers from off-going and call on-coming employees, in seniority order to attempt to fill the overtime.

If the vacancy cannot be filled, then and only then will an employee (reverse seniority) from the off-going shift will be forced to work the first half of the vacancy and an employee (reverse seniority) from the on-coming shift will be forced to work the second half of vacancy. A forced overtime may be cancelled if a volunteer accepts the overtime hours and the employee being forced agrees to the overtime cancellation, with supervisor approval. Any full time employee working their day off, or any part time employee working, shall not be forced to work any additional hours. However, he/she may volunteer to work additional hours and will be asked in order of seniority first by full time employee and then by part time employee, once all regularly scheduled employees are asked and decline the overtime.

C. For vacancies more than twenty-four (24) hours notice:

The employer shall post in the scheduling software any vacancies to include date and times to be filled. The vacancy shall first be offered to part-time employees.

In the event the vacancy is not filled by part-time employees, vacancy shall be filled by seniority, first by an employee taking the whole vacancy who is regularly scheduled on the shift where the vacancy occurs; then by any other employee taking the whole vacancy. If no employee volunteers for the whole vacancy partial shifts will be assigned to volunteers by seniority.

If the posting does not elicit volunteers before 72 hours then an employee (reverse seniority) from the off-going shift will be forced to work the first half of the vacancy and an employee (reverse seniority) from the on-coming shift will be forced to work the second half of the vacancy. A forced overtime may be cancelled if a volunteer accepts the overtime hours and the employee being forced agrees to the overtime cancellation, with supervisor approval.

D. Employees shall not be forced to work more than twelve (12) consecutive hours on a scheduled eight (8) hour day or fourteen (14) consecutive hours on a scheduled ten (10) hour day. Employees may volunteer for up to fourteen (14) consecutive hours if needed to fill a vacancy. If the Scott County Emergency Management Agency is activated employees shall not be forced to work more than sixteen (16) consecutive hours. In any case, employees must be allowed a minimum of eight (8) consecutive hours off from the end of one shift to the beginning of the next shift unless they are forced from the end of one shift and the beginning of the next shift, then employees must be allowed ten (10) consecutive hours off.

Employees shall be allowed to flex their schedule during a week in which they have approved time off and work overtime, so long as it doesn't create additional overtime.

E. Employees on approved leave and days off in conjunction with vacation shall not be required to accept overtime assignments except in cases of emergency, nor is the employer required to call during such leave for overtime distribution. If the employee accepts the call-in while on leave, the leave would be cancelled and the individual would be paid the applicable rate of pay.

ARTICLE 10 SCHEDULING

10.01 STAFFING.

A. The Employer shall establish and post uniform hours of work, not less than eighteen (18) days in advance of the first scheduled shift. The work period shall be defined as a fixed and rotating period consisting of seven (7) consecutive twenty-four (24) hour sub periods. Work periods may vary by individual employees. Thus the work period may start on any day or at any hour, as long as it conforms to the parameters as set forth herein. Work periods shall consist of either eight (8) or ten (10) hour days within seven (7) consecutive twenty-four (24) hour periods. Nothing herein shall be construed as a guarantee of the number of hours worked per day or per work period or the number of days of work per work period.

B. The Employer shall consult with the Union regarding any major overall changes made to the schedule.

C. Employees shall be given at least eighteen (18) days advance written notice by SECC Management or designee when being forced to change days off due to training two (2) hours or more. Shift briefings of less than two (2) hours may be scheduled with five (5) days notice. In an emergency situation or if the Scott County EMA is activated; as much notice as is practicable shall be provided employees.

10.02 SHIFT TRADES

Employees, including probationary Employees not in training status, may trade their shifts or partial shifts with mutual agreement and the approval of the supervisor, provided a

written request is submitted prior to the time of trade indicating the original date, hours and pay back date. Trades that cause overtime to an employee will not be approved, e.g. trading for a 10 hour shift resulting in a 42 hour work week. Both employees must complete the trading of shifts within the same work week. Each employee accepting the trade is responsible for the completion of the trade. Management retains the right to approve or disapprove based on staffing levels trade. Using accrued time will be considered completion of the trade. Approved shift trades shall be considered regular scheduled hours subject to the provisions set forth in Section 9.05 herein.

10.03 SHIFT PICKS

Twice a year, approximately January 1, and July 1, the Employer shall permit employees to make known their preferences for shifts. Shift preferences shall begin December 1st and June 1st, being due by December 15th and June 15th respectively. A minimum of at least one week notification will be made prior to the commencement of new shifts, which transition would begin for all employees on beginning of the next pay period following January 1st and July 1st. Seniority shall govern such assignments providing the qualifications, including training, experience and ability of the employees involved, are relatively equal.

10.04 DISPUTES

Disputes arising over assignments pursuant to this section shall be resolved through the grievance procedure, but may not be taken to an arbitrator.

ARTICLE 11 **LEAVES OF ABSENCE - SHORT TERM DISABILITY**

11.01 GENERAL POLICY

It is the policy of SECC to provide short term disability leave, commonly known as sick leave benefits, for regular employees who are unable to work due to illness or injury, subject to the limitations specified in this policy. The sick leave program is designed to provide employees with two benefits: (i) available paid leave for a reasonable amount of short-term disability or illnesses, and (ii) provide a savings bank of time to ensure available paid leave before reaching the qualifications for long-term disability or illnesses.

11.02 ACCRUAL

Regular full-time employees and regular part-time employees who are scheduled to work 1,040 hours or more annually, are eligible to accrue 4 hours a pay period (13 days per year) of sick leave credits on a pro-rated basis according to their percentage of full-time employment. Part-time PRN, Temporary and seasonal employees and cooperative students are not eligible to accrue sick leave benefits. Regular employees who are in non-pay status for more than one-half their scheduled hours in an accrual period will not accrue sick leave for that period. Sick leave will accrue without limitation. Officially designated SECC holidays falling within the period of an employee's approved sick leave will not be charged against the employee's sick leave account.

11.03 WELLNESS DAY

Regular full-time employees who are in active pay status for thirteen consecutive pay periods, and who achieve a record of zero sick leave or sick/FML usage during this period, will be entitled to 8 hours of vacation or Wellness Day. The use of up to six hours of sick or sick/FML leave during such a thirteen consecutive pay period will not disqualify an employee from receiving a Wellness Day. The Wellness Day will be credited to the eligible employee's vacation leave account at the end of the thirteen consecutive pay periods.

11.04 USAGE

Sick leave shall accrue from the date of appointment to a benefit-eligible position. Sick leave will be charged by actual hours used. Use of sick leave shall be extended by SECC for proper cause and concern for the employee's future welfare. As such, identifiable misuse of sick leave shall be just cause for not extending this benefit, and abuse shall be just cause for disciplinary action, up to and including dismissal.

Employees carried on the records as "sick with pay" are normally expected to be found at their respective homes, physician's office, hospital, or enroute to one or the other of these locations. The parties, however, acknowledge that employees carried on the records as "sick with pay" may have medical limitations which prevent the performance of normal duties but which do not necessarily restrict them to their homes. In such cases, the appropriate supervisor shall be notified in advance. Failure to follow the conditions of this section may be grounds for the denial of sick leave. Sick Leave Abuse means misrepresentation of the actual reasons for charging an absence to sick leave, and may include chronic, persistent, or patterned use of sick leave. Indications of sick leave abuse may include but are not limited to the following:

1. Repeated use of sick days the day before, or the day after, regularly scheduled days off.
2. Repeated use of sick leave the day before, or the day after, a Holiday.
3. Repeated calloffs for illness on Holidays for which the employee is scheduled to work.
4. Repeated use of sick leave on the same day of the week, or month.
5. Patterned use of sick leave on, or the day after, payday.
6. An employee's use of most or all of his/her earned sick leave, unless obvious mitigating circumstances are present.
7. Visual observation of an employee's activities while on sick leave which indicates that he/she is not using sick leave properly; such as recreating or attending social functions.

Sick leave may be used only with the permission of the employee's duly authorized supervisor. The employer may determine that requested sick leave is chargeable to Family Medical Leave entitlement. An employee, incapacitated and unable to work or in need of medical, dental, or optical examination or treatment, shall notify the Director or designee, as far in advance as possible before that employee's scheduled reporting time as designated by the Employer. The employee shall state the nature of the illness and expected period of absence. This procedure shall be followed for each day the employee

is unable to work, unless prior approval is given by the Employer. An advance notice of less than two (2) hours may be grounds for the denial of sick leave.

Sick leave accruals may be used for the following reasons:

1. Personal illness or injury which renders the employee unable to perform the duties of his/her position;
2. Serious illness of a member of the employee's immediate family necessitating the employee to be in attendance or whose contagious disease would cause the employee's presence at work to jeopardize fellow employees. (Immediate family shall be defined as including spouse, child, parent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, legal ward or person residing in the household);
3. Medical, dental or optical appointments which cannot be scheduled during non-working hours.

Sick leave will not be granted in the event of absence resulting from illness or injury brought about by the performance of duties on behalf of an employer other than SECC.

Employees cannot access sick leave hours not yet accrued, accrued hours are those that were listed on the employee's preceding payroll check.

11.05 ADMINISTRATIVE PROCEDURES

1. Prior to approving sick leave benefits, the Director or designee may require an employee to furnish a doctor's statement, and/or other relevant information certifying the necessity of absence.
2. Supervisors are responsible for insuring that all sick leave hours as reflected by payroll records are accurate.

11.06 - BEREAVEMENT LEAVE ELIGIBILITY

Employees are eligible for a paid leave of absence of up to three days for a death in the immediate family for purposes of attending the funeral or attending to funeral related matters in the same week. Extensions of the three day bereavement period may be granted by the Director due to the close nature of the family relationship (e.g. spouse, parent, or child) or in the event long distance travel is involved. However, in no event shall bereavement leave exceed five working days. The Director retains the discretion to grant additional leave charged to the employee's paid leave bank depending on the circumstances. In the event of the death of a SECC Employee, the Director depending on scheduling may grant bereavement leave to the departmental employees to attend funeral and visitation services.

11.07 - BEREAVEMENT LEAVE ADMINISTRATION

Only days absent which would have been compensable work days will be paid. No payment will be made during vacations, holidays, layoffs or leaves of absence. Payment will be made on the basis of the employee's straight time hourly rate of pay in effect at the time the leave is taken.

11.08 - JURY DUTY LEAVE

Any employee selected for jury duty shall receive a paid leave of absence for the time he spends on such duty. If an employee is called for jury duty, the employee should promptly notify his immediate supervisor. The employee shall receive the difference between any compensation received for jury duty and her/his straight time hourly rate of pay for all work hours lost as a result of such jury duty. An employee may, as an alternative to the above, assign to the Employer that remuneration which is duplicate compensation, in which case no adjustments will be made to the employee's regular hourly rate, less mileage reimbursement. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work. Employees scheduled to work third shift shall not be required to report to work if they are scheduled to report to jury duty the following day, allowing for an 8 hour rest period.

11.09 - WITNESS LEAVE

If an employee is subpoenaed or issued a trial notice by the county attorney's office as a witness in a court action not involving criminal or civil action by or against the employee and such court action occurs during the employee's scheduled hours of work, he shall receive a paid leave of absence for time he spends on such duty. Said employee shall receive the normal work day's pay and shall return to the Employer pay received as a witness, except mileage when the employee uses their own personal vehicle to attend such court action.

11.10 - MILITARY LEAVE

Chapter 29A.28, the Code of Iowa, shall govern military leave. The Universal Military Training and Service Act shall govern re-employment rights. Employees returning to work from military leave of 1-30 calendar days must report back to work on the first regularly scheduled work day following completion of service, after allowance for safe travel and an 8 hour rest period. Employees seeking a military leave of absence shall provide as much advance notice as known of his/her official military orders to the Director or designee. Requests for thirty calendar days or less may be approved by the Director or designee. Any potential abuses of military leave should be reported to the Human Resources Director.

11.13 - UNPAID LEAVE

Non-probationary employees may be eligible for unpaid leaves of absence. An employee who fails to return to work at the end of an unpaid leave of absence shall be deemed to

have voluntarily quit, or, if applicable, voluntarily retired on the last day of work prior to the leave. Unpaid leave of absence for a limited period may be granted for any purpose reasonable in the judgment of Employer. The Employer's decision is final and not grievable. An employee desiring an unpaid leave of absence shall make a written request to the Director, setting forth the reason(s) for the request and the duration of the requested leave. A request for an unpaid leave of thirty days or less will be approved or disapproved promptly by the Director. The Human Resources Director shall consult with the employer regarding any request more than 30 days regarding the applicability of state or federal law. Other requests for an unpaid leave of more than thirty days will be approved by the Director. In no event shall unpaid leave, under the provision of this policy, be approved for more than six months by the Board.

11.12 - BENEFITS DURING UNPAID LEAVE

During an unpaid leave of absence of more than thirty (30) calendar days, the employee:

- A. Shall not accrue seniority, and shall have his seniority date adjusted to reflect the length of the unpaid leave.
- C. B. Shall not accrue sick leave, vacation, or other forms of leave.

11.13 - DISABILITY/INJURY LEAVE

An employee off work due to an on-the-job injury or illness covered by Worker's Compensation may elect to receive their normal pay from the Employer for the time off work. An employee may elect to use accrued sick leave in an amount necessary to offset the difference in pay between worker's compensation benefits and the employee's normal pay. Provided, in no event will an employee receive a combination of worker's compensation benefits and sick leave pay in excess of his/her normal pay. An employee on Worker's Compensation shall continue to receive all Employer-paid benefits received by other employees.

11.14 - FEDERAL FAMILY AND MEDICAL LEAVE

The Employer will comply with federal law as it relates to Family and Medical Leave. Employees must comply with procedural requirements in County Policy Y. Employees will be required to use all sources of paid leave concurrently with Family Medical Leave. The annual FMLA allowance will run concurrently with any Workers' Compensation leave. If the employee is in a non-pay status at any time during FML, the employee shall not accrue vacation, sick, or holiday leave for that period of time in which they received no pay. If an employee fails to return to work after the employee's approved FML request has expired, the Employer shall regard this as the employee's resignation.

ARTICLE 12 HOLIDAYS

12.01 - HOLIDAYS

Employees are granted the following holidays with pay at their straight time hourly rate; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; New Year's Day; Memorial Day; and Two (2) Floating Holidays. The amount of holiday pay an employee is eligible for will be in a ratio to the employee's full time equivalent (FTE) level.

12.02 - PAY FOR HOLIDAYS

Employee shall receive one and one-half (1 ½) times his/her straight time hourly rate of pay for all hours worked on the holiday, and this premium holiday pay shall be in addition to any holiday pay the employee would otherwise receive. The holiday for the overnight shift begins the day preceding the holiday at 2300 hours. The holiday for day and afternoon shift occurs on the actual holiday, ending at 2300 hours the day of the holiday.

The employee may elect to take up to ten (10) hours of such premium holiday pay as compensatory time off; however, the employee's accruals are limited to the caps set forth in Section 9.04(D).

Floating holidays will be scheduled by mutual agreement between the employee and the employee's immediate supervisor. Requests for scheduling of a "floating" holiday on a day designated for religious observances (Good Friday, Yom Kippur, etc.) shall not be unreasonably denied. These holidays shall not be carried from contract year to contract year, nor shall they be granted if unused, to any employee upon retirement, termination, or discharge. No employee will be permitted to work on his/her "floating" holidays.

If a holiday occurs during a paid leave of absence, the employee will receive holiday pay for that day and the holiday will not be counted as part of the leave of absence.

ARTICLE 13 VACATION

13.01 - ELIGIBILITY FOR VACATION PAY

Full-time employees are eligible for vacation time and pay. Vacation pay will be at the employee's normal straight time pay. An employee's eligibility for vacation time shall be determined by the anniversary date of his/her hire.

13.02 - SCHEDULING OF VACATION

Employees shall be entitled to vacations as of their anniversary date of employment in any year as follows:

Years of Continuous Service Hours Per Year

Less than 1 year 48 hours

More than 1 year, Less than 5 years 80 hours

More than 5 years, Less than 13 years 120 hours

More than 13 years, Less than 20 years 160 hours

Over 20 years 200 hours

Regular part-time employees shall receive vacation credits on the same basis, but prorated according to the actual time scheduled to work in relation to a full-time employee, and upon the condition that such regular part-time employee is scheduled to work more than one thousand forty (1,040) hours annually. Vacation leave shall be paid at the employee's straight time rate or rates of pay in effect during the vacation period. In transition years, accrual at the next higher rate shall begin in the first pay period following the anniversary date which marks completion of the fifth, thirteenth, or twentieth year of service.

Accrual: That part of the pro-rated vacation leave credit to which an employee is entitled shall be accumulated into the account of the employee bi-weekly. Thereupon, it is available for use by the employee after accrued on the previous pay advice, subject to the provisions on scheduling of same. Vacation leave shall be paid at the employee's straight time hourly rate of pay in effect during the vacation period.

Employees are encouraged to expend vacation during the year. Regular employees who are in a non-pay status for more than one-half (1/2) the scheduled hours in an accrual period will not accrue vacation leave credits for that period. Employees are encouraged to expend vacation during the year it is accrued. Upon attaining each anniversary date of employment, the accumulated vacation credit of the employee shall be reduced to twice the employee's current annual rate of accrual, assuming there is an excess accumulation in the account.

Use: A maximum of three (3) consecutive work weeks is allowed to be taken at one time for annual vacations as long as there is enough vacation time accumulated by the date scheduled for their vacation. Compensatory time will not be considered when determining the allowable annual vacation request. The Employer shall endeavor to schedule vacation leaves with particular regard to the seniority of employees, provided operating efficiency is maintained; and, insofar as possible, in accordance with the request of the employee submitted through the payroll or scheduling software programs received by December 31st of each year. The vacation request(s) will be for the time period beginning March 1st through the end of February of the following year. Annual vacations are picked by dispatcher seniority and for full weeks. Following the annual vacation pick, any requests of 3 or more consecutive days shall be approved/disapproved by first (1st) come first (1st) serve basis, all other time off requests only may be made forty five (45) days in advance of the date requested and reviewed by first (1st) come first (1st) serve basis. Should an employee cancel any vacation time, any related overtime would be cancelled. In the case where an employee is approved for 3 or more consecutive days and a partial cancellation of the time is needed, the entire time request must be cancelled and a new request be completed within the appropriate timeframes outlined.

Supervisors' annual vacation pick will not affect any Public Safety Dispatchers' annual vacation pick. A Public Safety Dispatcher will not be denied any leave due to having a trainee assigned to them or a supervisor's use of time off.

Absence on account of illness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee, be charged against vacation leave allowance. With proper documentation, employees on paid vacation leave who become ill or injured, may request to change their vacation leave designation to sick leave for the period of time they are ill or injured.

ARTICLE 14 BREAKS

14.01 The Employer will endeavor to provide each employee working a shift over six (6) hours receive a paid meal break of up to one-half (1/2) hour or two (2) fifteen minute paid breaks in duration the shift. The Employer will endeavor to provide employees working a partial shift of 4-6 hours get a 15 minute break. The meal break will be scheduled near the middle of the work day. Break periods are normally scheduled near the middle of each half shift and are intended as a relief from the work routine. Paid break relief shall not exceed one-half (1/2) hour in any ten (10) hour work period, unless granted in the event of a stressful call or situation. Breaks are not guaranteed and may not be saved or combined to shorten the work day. Breaks will be taken in the break room or outside, but employees shall remain on the SECC grounds.

The Supervisor has the discretion to permit said breaks as staffing and call load permit. Break time periods shall be determined by the Supervisor on shift.

ARTICLE 15 EDUCATION/TRAINING

15.01 - EDUCATIONAL/TRAINING SESSIONS

For the purposes of education and increasing professionalism the Director may schedule and conduct in-service training seminars and assign personnel to attend such training. Additionally the Employer shall provide specialize training for trainees within their probationary period in order to provide good service and obtain necessary certifications. Any employee who attends a job-related educational or training workshop, session, seminar, conference or school at the direction of or with the prior approval of SECC shall not lose any pay or benefits to the extent that such attendance is during his/her normally scheduled hours of work. Overtime shall be paid in accordance with the requirements of the Fair Labor Standards Act. The employee will be eligible for reimbursement for any expenses related to the training as provided by in the County travel policy.

An Employee shall not be required to attend any training session scheduled during his/her annual vacation.

For training paid for by the Employer, the employee shall continue to receive the employee's regular pay. Hours worked for travel time shall be calculated pursuant to the Fair Labor Standards Act. All available training shall be posted. The Quality Control/Training Manager shall identify any prerequisites, restrictions and travel arrangements.

No travel time shall be paid for training which is held within Scott County.

ARTICLE 16 **HEALTH AND SAFETY MATTERS**

16.01 The Employer and the employees will comply with all applicable federal, state and local health and safety laws and any regulations issued there under.

16.02 The matter of safety is a common concern, and to this end, the parties agree to use reasonable means to protect the health and welfare of all employees.

16.03. Employees are encouraged to report all working conditions they consider to be unsafe to their immediate supervisor. Safety concerns may also be addressed within the context of Labor-Management Committee meetings.

ARTICLE 17 **MISCELLANEOUS**

17.01 - CONFIDENTIALITY

All inquiries, complaints, and investigations are treated as confidentially as possible. SECC Supervisors and Management shall not disclose any information that is given to them in confidence, by an employee, unless it is information required to be reported by policy, law or as part of a disciplinary action. All employees are expected to cooperate with any investigation, maintain confidentiality and are prohibited from making false statements intended to take revenge or harm a fellow employee. During the course of any disciplinary investigation, every effort shall be made by SECC Supervisors and Management to keep the source of information given confidential.

ARTICLE 18 **OTHER**

18.01 - SEPARABILITY AND SAVINGS

If any article or section of this Agreement, or any Addendum thereto, should be held invalid by operation of law, or by any court or agency of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by any court or agency, the remainder of this Agreement, and all Addendums thereto, shall not be

effected thereby, and the remainder of this Agreement, and any Addendums attached thereto, shall remain in full force and effect for the life of this Agreement.

18.02 - MAINTENANCE OF STANDARDS

During the term of this Agreement, any portion of said Agreement, which is a mandatory subject of bargaining under Chapter 20, Code of Iowa, shall not be changed except by mutual agreement of the Employer and the Union.

18.03 - WAIVER

No waiver or variation of this Agreement shall be made in this Agreement by an Employer representative, or any individual employee or group of employees unless the waiver or variation is made with the full knowledge, sanction, and consent of the Board and the Union Representative. Further, any unauthorized waiver or variation of the terms of this Agreement by either party shall not constitute a precedent for future enforcement of all terms and conditions included therein.

18.04 - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

18.05 - NOTICE AND CONTINUITY OF AGREEMENT

The parties shall endeavor in good faith to commence negotiations by July 15th or within 30 days of recertification.

18.06 - EFFECTIVE PERIOD

This Agreement shall be effective for two (2) years commencing on the 1st day of July, 2023 and ending on the 30th day of June, 2025.

18.07 - SIGNATURES AND WITNESS

In witness thereof, the parties hereto have caused this contract to be executed by their duly authorized representatives this _____ of _____, 2023.

**IOWA PUBLIC SAFETY
DISPATCHERS UNION**

**SCOTT EMERGENCY COMMUNICATION
CENTER**

By:
Christopher Afman
Negotiating Committee

By:
Ken Beck
Chairman, SECC

By:
Valerie Garcia
Negotiating Committee

By:
David Donovan
SECC/EMA Director

By:
Chantel Mowery
Negotiating Committee

By:
Vanessa Wierman
Human Resources Director

By:
David Pillers
Bargaining Representative

By:
Tracey Screechfield
SECC Deputy Director

By:
Andrea Ahmann
Human Resources Generalist

By:
Andrea Hythecker
SECC Shift Supervisor

Appendix A

Last name	First name	Original hire date
Eakins	Caroline	3/25/1999
Nurse	Carrie	6/4/2002
Huffman	Ashley	5/4/2004
Garcia	Valerie	3/12/2007
Anderson	Adam	3/12/2007
Elick	Natasha	12/3/2007
Miller	Kristi	12/3/2007
Mowery	Chantel	2/4/2008
Odean	Vickie	2/23/2008
Jackson	Cari Jo	1/5/2009
Rognoni	Nicole	7/27/2009
Tillberg	Thomas	11/16/2009

Appendix B

The parties acknowledge that while drafting this agreement many operational situations were unknown. During the term of this agreement it may become necessary to modify language regarding operational issues. At that time all efforts will be made to meet and mutually agree to alternative language and enter into a side letter modifying this agreement.