

Agreement between Linn County, Iowa and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 204



July 1, 2020 to June 30, 2023

TABLE OF CONTENTS

Article Index

<u>Article</u>	<u>Title</u>	<u>Page</u>	
	Index	1	
	Agreement	2	
1	Recognition	2	
2	Contract Terms	2	
3	Non-Discrimination	4	
4	Rights of Employer	4	
5	Committee and Stewards Organization	4	
6	Hours of Work and Overtime	5	
7	Grievance Procedure	8	
8	Leaves of Absence	11	
9	Short Term – Long Term Leave	13	
10	Maternity Leave - Paternity Leave	17	
11	Bereavement Leave	17	
12	Paid Holidays	18	
13	Pay Periods	19	
14	Health and Safety Matters	19	
15	Work Rules	20	
16	Equipment and Conditions of Work	20	
17	Position Classifications and Wage Rates	21	
	Appendix "A" Wages	21	
18	Group Insurance	22	
19	Separability and Savings	25	
20	Term	25	

Agreement

Agreement entered into by Linn County, Iowa (Employer) and International Brotherhood of Electrical Workers (IBEW), Local Union 204 (Union), for the purpose of setting forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

Article 1

Recognition

- Section 1.1 The Employer recognizes the Union as the exclusive bargaining representative for its bargaining unit employees as identified in Section 1.2 hereof with respect to the negotiable items set forth under Section 9, Scope of Negotiations, Iowa Public Employment Relations Act and otherwise provided by law.
- Section 1.2 The bargaining unit for the purposes of the Agreement consists of all Sergeants of the Linn County Sheriff's Office appointed by the Civil Service Commission of Linn County, as designated by PERB Case No. 8719.

Article 2

Contract Terms

The following definitions of terms shall apply throughout this Agreement unless specifically provided otherwise:

Act - The Iowa Public Employment Relations Act.

<u>Anniversary Date</u> - The anniversary of the calendar date of the employee's last date of hire.

<u>Bargaining Unit</u>- The bargaining unit recognized by the Employer and defined in Article 1, Recognition, Section 1.2 hereof.

Board - The members of the Linn County Board of Supervisors.

County - Linn County, Iowa.

<u>Divisions</u> - Units of work within the Sheriff's Office. Present Divisions include but are not limited to:

- Patrol
- Criminal
- Communications
- General Services
- Civil
- Correctional Center/Jail

Employee - Any person within the bargaining unit employed by the Employer on a continuing regular full-time basis, i.e. working forty (40) hours or more per week.

Employer - Linn County, Iowa, acting through its Board of Supervisors, or such Elected Officials, Department Heads or other persons designated by the Board of Supervisors to act on its behalf.

<u>Fiscal Year</u> - The year utilized by Employer, as required by the Code of Iowa, for budgetary and accounting purposes commencing on July 1 of each year and running through the following June 30.

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

<u>Immediate Family</u> - The employee's spouse, mother, father, son, daughter, brother, sister, grandparent, mother and father-in-law, stepchild, stepparent and legal ward. Grandchild is added to the definition for bereavement leave only.

<u>Part-Time Employee</u> - Any person within the bargaining unit employed by the Employer on a continuing part-time basis, i.e. working less than forty (40) hours per week.

PERB - The Iowa Public Employment Relations Board.

Seniority - The various forms of seniority as follows:

- County Seniority The length of an employee's continuous service with the Employer since the employee's last date of hire (See Anniversary Date).
- Bargaining Unit Seniority The total length of an employee's service within the Sergeant's bargaining unit within the County seniority.
- **Position Classification Seniority** The total length of an employee's service within the Sergeant position classification within bargaining unit.

Employees who leave the bargaining unit for a non-bargaining unit position within the Sheriff's Office shall not accumulate additional bargaining unit seniority and position classification seniority. However, these prior accumulations shall be available for use by the employee following reentry into the bargaining unit.

Sergeant – Employee holding the rank of Sergeant in the Linn County Sheriff's Office.

Union – International Brotherhood of Electrical Workers, Local 204.

Article 3

Non-Discrimination

- 1. Neither the Employer nor the Union shall engage in unfair employment practices whereby any person may be unlawfully discriminated against because of the age, race, creed, color, sex, national origin, religion, or disability of such person.
- 2. Neither the Employer nor the Union shall discriminate against or interfere with, restrain or harass any employee with respect to his/her rights under the Act or in order to prevent or discourage his/her exercise of any such right.
- 3. Pursuant to Chapter 601A.13 of the Iowa State Code, after a handicapped individual is employed, the Employer shall not be required under this Chapter to promote or transfer such handicapped person to another job or occupation, unless, prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation.

Article 4

Rights Of Employer

Except to the extent specifically provided to the contrary in this Agreement and/or as limited or otherwise provided under Chapter 341A of the Iowa Code (Civil Service for County Deputy Sheriff). The Employer retains in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special Act, the exclusive power, duty and right to plan, direct and control the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the County; issue and enforce rules relating to the employee's conduct and discipline; maintain the efficiency of its governmental operations; schedule working hours, require overtime work, determine employee job qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons consistent with Chapter 341A of the Iowa Code; determine what work or services shall be contracted out or performed by the bargaining 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 its mission as a public employer; initiate, prepare, certify, and administer its budget; and exercise all other powers and duties granted to it by law.

Article 5

Committee and Stewards Organization

Section 5.1 There shall be a bargaining committee composed of four (4) employees selected from the union members in the bargaining unit. The Union shall notify the

- Employer of their selection prior to the start of negotiations. The bargaining committee shall be released from work to attend all negotiation sessions and impasse procedures without loss of pay.
- Section 5.2 There shall be a Labor-Management Committee composed of four (4) employees selected from the union members in the bargaining unit in addition to Employer representatives. A representative of the Union and a representative of the Employer shall serve as co-chairs of the committee. Regular meetings of the Labor-Management Committee shall be held once each month on a date to be mutually agreed to by the parties during regularly scheduled work hours and shall be for one (1) hour unless extended by mutual agreement. Each party shall submit a written agenda to the other not less than three (3) calendar days (except Saturday, Sunday, and Holidays) prior to each meeting setting forth the items it wishes to discuss at the meeting. No other items will be considered unless mutually agreed to by the parties.
- Section 5.3 The Employer will recognize those employees appointed as Union Stewards within the Sergeant's bargaining unit.
- Section 5.4 The names of those employees appointed as stewards must be certified in writing to the Employer by the Union.
- Section 5.5 Stewards shall be allowed reasonable time to attend the duties required of them under the grievance procedure set forth in this Agreement. Should a steward be requested to attend the duties of the grievance procedure, he/she shall not do so without prior approval of his/her Division Commander.
- Section 5.6 Stewards shall be allowed their regular rate of hourly pay for such time required of them as stewards in the performance of their duties within the grievance procedure. Such time shall be documented on time cards or attendance records.
- Section 5.7 The Union shall advise the Employer in writing as to its representative assigned to represent the bargaining unit. Such representative may visit bargaining unit job sites for the purpose of verifying Employer compliance with the Agreement, provided, however, that before doing so, he/she shall notify the department head of his/her presence and purpose and conduct his/her activities in such a manner as to not interfere with the Employer's operation.

Article 6

Hours of Work and Overtime

Section 6.1 The Employer shall establish and post the hours of work within divisions as determined to best provide the service to be rendered and to accommodate the public being served. Except in emergency situations, five (5) calendar days' notice will be given to affected employees of a change in the schedule of hours to be worked. Employees may waive the five (5) day notice.

Employees shall not be scheduled, nor shall they accept more than sixteen (16) hours of scheduled work, excluding mandatory training or meetings, within a twenty-four (24) hour period commencing with the beginning of the employee's regularly scheduled shift. Employees scheduled hours of work, excluding mandatory training or meetings, in violation of the foregoing shall notify their immediate supervisor upon becoming aware of such scheduling. The Sheriff or First Deputy may suspend this limitation in emergency situations.

- Section 6.2 The work week commences Saturday at midnight and ends the following Friday at midnight. A day of work shall be the day during which the majority of the shift hours are scheduled. Should a shift's hours be equally divided between two (2) days the day of work shall be the day during which the shift begins.
- Section 6.3 Time and one-half an employee's regular straight time hourly rate will be paid for all time worked in excess of forty (40) hours in any one (1) work week, except as stated in Section 6.4 below. All paid leave hours not worked shall be considered as hours worked for the purpose of computing overtime except for paid holidays celebrated on an employee's scheduled day off.
- Section 6.4 Employees assigned to the Correctional Center/Jail and Patrol Divisions shall be subject to a fourteen (14) day work cycle and such employees shall be paid at time and one-half the employee's regular straight time hourly rate for only those hours worked in excess of eighty (80) hours during each work cycle.
- Section 6.5 Overtime required at the end of a work shift, as a continuation of work begun on that shift, will be the responsibility of the employee or group of employees performing the work during this shift.

Employees who volunteer may be called in early or held over a maximum of two (2) hours at the beginning or end of any assigned hours of work without resort to the overtime call-in procedures of this Article provided such overtime occurs on an infrequent and occasional basis.

No employee shall be forced to work overtime while on Paid Leave pursuant to Article 9 or while using holiday bank hours. An employee on Paid Leave pursuant to Article 9 or holiday bank hours shall not be exempt from an office-wide emergency call-in.

Section 6.6 As far in advance as possible to the start of needed overtime work within a specific division, the supervisor shall make the opportunity to work such overtime available to the employees of that division. The overtime work will be offered on a rotational basis from a list of divisional employees established on the basis of position classification seniority. If too few qualified employees within the division are able to work overtime, the supervisor shall make the opportunity to work such overtime available to properly trained and/or equipped employees from another division on a rotational basis from a list of departmental employees established on the basis of County seniority.

When calling for overtime more than forty-eight (48) hours in advance of the available shift, the supervisor may offer both the full shift and either half of the shift. The first qualified employee accepting the entire shift shall be assigned the overtime. If no employee volunteers to work the full shift of available overtime, the supervisor shall, if possible, separately assign the first and/or second half of the overtime shift based on the responses to the initial call for overtime.

When calling for overtime less than forty-eight (48) hours in advance, the supervisor may offer both the full shift and the two halves of the shift. An employee may accept either the full shift or the first or second half of the shift. The remaining available overtime is then offered starting with the next employee on the overtime rotation list.

Section 6.7 In the event too few qualified employees are able to work overtime after utilization of the procedures set forth in Section 6.5 of this Article, the employer shall require employees of the division needing overtime to be worked to perform such overtime work which will be assigned on a rotational basis from a list of divisional employees established on the basis of least seniority according to position classification. In the event there are still too few qualified employees able to work overtime following utilization of the procedures set forth in Section 6.5 of this Article and the aforementioned procedures in Section 6.6, the employer shall require properly trained and/or equipped employees from another division to perform such overtime work which will be assigned on a rotational basis from a list of departmental employees established on the basis of least County seniority. The reverse seniority provisions will be superseded in favor of employees with specialized skills where such skills are required for the overtime. In addition, the entire work force may be required to perform overtime work when necessary. Overtime work will not be used as a disciplinary tool, either to punish or reward employees.

Section 6.8 The Employer may offer up to a maximum of three (3) floater positions.

Section 6.9 Employees shall work voluntary overtime shifts, or segments thereof, as assigned and shall not work voluntary overtime assigned to another employee. An employee who accepts a voluntary overtime assignment and fails to report for the assignment or whose assignment has been canceled shall be considered to have worked the assignment for overtime rotation purposes. If an employee is not notified of the cancellation of an overtime assignment and reports for the assignment, such employee shall be offered a minimum of two (2) hours of overtime work to be performed upon reporting for the cancelled overtime assignment. An employee who is assigned an involuntary overtime assignment and whose assignment is cancelled by the Employer shall be considered to have worked the assignment for overtime rotation purposes.

Section 6.10 On shifts during which clocks are adjusted for the implementation or cessation of daylight savings time, employees shall be paid for the number of hours actually worked. When on paid leave for the entirety of such shifts, employees shall be paid for eight (8) hours.

- Section 6.11 Employees subpoenaed and who appear in court outside their scheduled shift shall receive a minimum of two (2) hours pay at the appropriate rate.
- Section 6.12 Employees required to attend a meeting or training session outside of their regularly scheduled work hours will be compensated at their appropriate overtime rate for a minimum of two (2) hours, unless such meeting overlaps their regular work hours in which case they will receive overtime pay for only so much of the meeting or training session which is held outside of their regularly scheduled work hours.
- Section 6.13 Two bargaining unit employees may request to trade regularly scheduled work shifts in increments of one (1) hour up to a maximum of their regularly scheduled shift duration with their mutual agreement and the approval of the employees' supervisor, provided the employees have submitted the request prior to the time of the trade. The two employees must be assigned to the same division and work in the same job classification. The trading of shifts must be completed by both employees within the same two (2) week pay period. An employee will be allowed four (4) trades during a two (2) week pay period but no more than six (6) trades during a calendar month. Trading of involuntary whole or half overtime shifts shall not be counted toward the limitation on the number of trades.

The supervisor shall not unreasonably or arbitrarily withhold approval, provided there is proper notification and the trade does not violate Article 6, Section 6.1, paragraph 2 of the Agreement. Each employee accepting the trade is responsible for the completion of the trade. Hours worked pursuant to this paragraph shall be compensated at the employee's regular straight time hourly rate. Such hours worked shall not be counted in determining eligibility for overtime pay under Article 6, Section 6.3 and 6.4 of the Agreement, 29 U.S.C. Section 207 and 29 CFR Section 553.31. If an employee fails to complete the trade within the two (2) week pay period for any reason, such employee shall be prohibited from trading shifts for six (6) months.

Section 6.14 Sergeants assigned to the Criminal/Detective Division shall have one Sergeant assigned to be on call each day at the commencing of a regular work day starting at 1700 hours and ending at 0800 hours. During the weekend and holidays one Sergeant will be assigned on call duty during those days according to the county holiday schedule. Those Sergeants while on call will be paid \$1.70 an hour, except while they are actually called in.

Article 7

Grievance Procedure

Section 7.1 Should any employee grievance or dispute arise over the interpretation and application of this Agreement or any Agreement made supplementary hereto, it shall be settled in accordance with the following procedure:

Step 1: The grievance or dispute shall first be taken up at a meeting between the immediate supervisor and the employee who may request that a Union Steward be present at such meeting. Any matter not so taken up with the employee's immediate supervisor within seven (7) calendar days of the event which is the basis for the grievance or dispute or within seven (7) calendar days of the date such employee should have known with due diligence of such event, whichever is the later, shall be deemed waived and entitled to no further consideration. The supervisor will give his/her answer to the employee within five (5) calendar days. If the matter is not settled at this point, it shall be reduced to writing within five (5) calendar days after the supervisor's decision is received or is due and submitted to the Department Head. The written grievance shall state the reason(s) for the grievance, the circumstances involved, the articles of the Agreement which are alleged to have been violated, the remedy to be received by the grievant, and the signature of the grievant.

<u>Step 2</u>: Within five (5) calendar days after receipt of the written grievance, the Department Head shall indicate his/her decision in writing with a copy to the Steward. If the matter is not settled at this point, it shall advance to Step 3.

<u>Step 3</u>: Grievances not settled at Step 2 will be submitted to the Human Resources Director, and within ten (10) calendar days of receipt of the Step 2 response, the Human Resources Director will schedule a meeting to discuss the grievance. Those present at the meeting will be the grievant, the grievant's steward, the Union Business Manager or designee, the Human Resources Director, the Sheriff and/or his/her representatives, and any relevant witnesses requested by the Human Resources Director or the Union Business Manager or designee. The Employer will respond and give its disposition on the grievance within ten (10) calendar days after the close of the meeting.

The Union's Business Manager or designee may attend and participate in all matters pertaining to the grievance at Step 3 and beyond. Also, a group grievance may be filed by the Union, through its Business Manager, or his/her designee, over the interpretation or application of this Agreement and shall be restricted to the same procedure as an employee grievance. Should the Employer choose to file a grievance, it shall commence at Step 3.

Grievances must be taken up promptly and awards and settlements thereof shall in no case be retroactive beyond the date on which the grievance was first presented in written form as provided above. If a grievance is not presented within the time limits specified, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer.

Step 4: A grievance not settled under the preceding steps shall be submitted to arbitration only with the approval of the Union. A written request for arbitration shall be directed by the Union to the Employer within fifteen (15) calendar days from the meeting referred to in Step 3. If either the Employer or the Union fail to meet the time

limits provided for in the grievance/arbitration process, the grievance shall be settled in favor of the other.

Within five (5) calendar days from the date of the receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agree upon an arbitrator or jointly petition the Public Employment Relations Board to submit a list of five (5) arbitrators, all of whom shall be members of the National Academy of Arbitrators. From this list one (1) arbitrator shall be selected to hear and decide the grievance. If a panel of arbitrators with the National Academy of Arbitrator's Certification is not available from the Public Employment Relations Board then the parties shall file a request for arbitrators from the Federal Mediation and Conciliation Service using the same procedure as above. The Employer and the Union shall meet within five (5) work days from the receipt of a conforming list and alternately strike four (4) names from the submitted list. The person whose name is left shall be the arbitrator. Provided, however, the Union and the Employer may mutually agree that the list of proposed arbitrators submitted is unacceptable and will thereafter jointly petition the Public Employment Relations Board or the Federal Mediation and Conciliation Service, whichever is applicable, for a new list of five (5) arbitrators.

The party making the first strike shall be decided by the flip of a coin.

The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes concerning the interpretation and application of this Agreement. However, he/she shall have no power to add to, subtract from or modify any of the terms of this Agreement or any other Agreement made supplementary hereto. The decision reached by the arbitrator shall be final and binding upon the parties to the extent permitted by law.

Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) days from the date the hearing terminates.

Each party shall have equal time to present its case but no hearing shall extend beyond five (5) work days unless agreed to by the parties. The party initially requesting arbitration shall present its case first. Each party shall bear all the expense incurred in the presentation of its case, and both parties shall equally share the expense of the arbitrator and other incidental and necessary expense involved.

Section 7.2 During the period this Agreement is in effect, unless agreed to the contrary by the Employer, no meetings for any purpose of any part or all of the employees shall be called for or held during working hours which would result in a partial or complete shutdown of the Employer's facilities or the curtailment of the performance of governmental services.

- Section 7.3 It shall be the duty and responsibility of the Employer and Union to make every effort to settle all grievances through the established grievance procedure without interference with the performance of the Employer's services. The procedures set forth herein shall constitute the sole and exclusive method for the determination, decision, adjustment, or settlement between the parties of any and all grievances and shall constitute the sole and exclusive remedy, except as may be otherwise provided by law.
- Section 7.4 No dispute concerning the job classification and rates therefore, shall be subject to a grievance or arbitration unless during the period of this Agreement, the Employer materially changes the job duties of an existing job, creates a new job classification or changes the rate of pay for any existing job classification. Provided however, that the Union reserves the right to submit, review, challenge, and appeal classification description, new and old, to the Civil Service Commission provided in Chapter 341A of the lowa Code.
- Section 7.5 All grievance meetings are confidential and not open to the public or persons not authorized to attend pursuant to this Article.

Article 8

Leaves of Absence

- Section 8.1 <u>Short Term and Long Term Leave</u> A leave of absence will be granted by the Employer on the basis set forth in Article 9 hereof.
- Section 8.2 <u>Maternity Leave</u> A leave of absence for maternity purposes will be granted by the Employer on the basis set forth in Article 10 hereof.
- Section 8.3 Leaves for on-the-job-injuries A leave of absence will be granted by the Employer to any employee for absence required as a result of an on-the-job injury covered by Iowa Workers' Compensation Insurance. During such leave, the employee will be compensated, up to the total of his/her accrued Long Term and Short Term Leave balances, earned by the employee, for the difference between his/her regular straight time wages and the compensation to which he/she is entitled under the Iowa Workers' Compensation Law. In order to receive such supplemental benefits, a written statement from a practicing physician, dentist, or osteopath licensed under the laws of the State of Iowa describing in detail the nature and extent of the injury will be required by the appropriate department head.
- Section 8.4 <u>Special Leave</u> The Board of Supervisors, upon recommendation of the Sheriff, may authorize special leaves of absence for any period or periods not exceeding three (3) calendar months in any one (1) year for the following purposes:
 - a) With or without pay for the purpose of attending a college, university or business school or receiving special training in subjects related to the work

- of the employee and which will be of benefit to the employee and the County service.
- b) Without pay for urgent personal business requiring the employee's attention for an extended period, e.g. settling estates, liquidating a business, etc.
- c) With or without pay for purposes deemed by the Board to be beneficial to the County service. The Board may, upon the recommendation of the involved department head, grant leaves of absence with or without pay in excess of the limitations set forth above for the purpose of attending extended courses of training at a recognized university or college or for such other purposes that are deemed beneficial by the Employer for County service.
- Section 8.5 <u>Military Leave</u> Employees shall be entitled to the military leave benefits provided under the Iowa Code at Section 29A.28 and the Federal Selective Service Act. Proof of service must be returned to the department head before any salary or wage reimbursement is paid.
- Section 8.6 Fringe Benefits during Leaves of Absence A regular full-time employee on authorized leave of absence without pay may continue to carry the Employer's health, dental, life and long term disability insurance coverages by making arrangements with the payroll department of the Auditor's Office and paying the full monthly premium on or before the due date. However, the Employer will pay the monthly premium for the long term disability insurance for a maximum of three (3) months for employees on leave of absence due to illness or injury and who do not satisfy the criteria for payment of insurance premiums set forth in Article 18, Section 18.1, and such employee (one on authorized leave of absence without pay) will not accrue vacation or sick leave benefits while on such a leave.
- Section 8.7 <u>Status on Return From Leave</u> The Employer shall not adjust or change an employee's seniority date if such employee has requested and been granted an unpaid leave of absence of thirty (30) consecutive calendar days or less. Employees returning from authorized leaves of absence of thirty (30) calendar days or less will return to their regular jobs.
- Section 8.8 <u>Jury Leave</u> Employees scheduled to work during the time of jury selection will be granted paid leave for the hours required for the jury selection. There will be no compensation by the County for time spent at jury selection falling on an employee's scheduled time off.
 - Once selected for state, federal or grand jury duty, the employee will submit his/her schedule to his/her immediate supervisor. Employees serving on a jury during a twenty-four (24) hour period, which includes a scheduled work shift, shall not report for such shift. The employee shall receive his/her appropriate rate of pay minus documented jury fees. Employees shall be required to document to the Employer any jury fees to which he/she is entitled.

Employees selected and serving on a jury shall be offered voluntary or involuntary overtime on Saturday or Sunday when court is not in session. While serving on a jury Monday through Friday, the employee's overtime card will be passed over.

Article 9

Short Term/Long Term Leave

Section 9.1 Definitions

- a) Anniversary Date: Employee's last date of hire as a regular employee with the County.
- b) Short Term Leave: Paid leave accrued pursuant to Section 9.3a d and available for use by employees subject only to the operational requirements of the employer.
- c) Long Term Illness/Injury Leave: Paid leave for employee illness or injury or another person's illness or injury (as defined in Section 9.8a) accrued pursuant to Section 9.4. Also available for additional consecutive hours after an initial twenty-four (24) consecutive hours of Short Term Leave or unpaid leave. The twenty-four (24) hours will be prorated for part-time employees.
- d) Chronic Illness or Injury: Debilitating long-term or re-occurring illness or injury that requires continuing treatment by an insurance-approved health care provider. An insurance approved health care provider must verify, in writing, the employee's or another person's (pending approval by the department head to use leave for another person) debilitating chronic illness or injury (pursuant to Section 9.8b). Subject to such verification, the employee's supervisor may request a second opinion from an insurance-approved health care provider selected by the County before approving or denying the request.
- e) Immediate Family: Employee's spouse, mother, father, son, daughter, brother, sister and a grandparent, grandchild, stepchild, stepparent or legal ward living in the employee's household.

Section 9.2 Short Term Leave requests in increments of one (1) day or more shall be submitted to the department head January 1 through January 15 of each year for the succeeding twelve (12) month period. During the first week of February of each year, the leave schedule shall be posted and conflicting requests will be resolved according to division seniority. Leave not scheduled pursuant to requests submitted during January will be awarded on the basis of the order the requests are received. Short Term Leave may be used in increments of not less than one (1) hour. An employee requesting leave shall notify his/her immediate supervisor. Leave requested and awarded may be canceled by an employee upon notice to supervisor. The department head reserves the right to schedule any leave according to department operation requirement. A scheduled leave shall begin when the employee's last regularly scheduled shift ends and continues until the next regularly scheduled shift begins. Employees on Short Term leave shall be offered voluntary

overtime in rotation, but may not be forced to work overtime except in the case of a department-wide emergency call-in. For employees working Patrol or in the Correctional Center, the use of Short Term Leave for the shift only provides protection for the shift itself and does not include hours outside the shift unless they have scheduled vacation for full shifts on either side of their weekend or two consecutive shifts either immediately prior to the weekend or immediately after the weekend.

- Section 9.3 Employees will accumulate Short Term Leave on the employee's monthly anniversary date with the County based on the following schedule. Short Term Leave for part-time employees is prorated based on the number of regularly scheduled hours of work.
 - a) Completion of one (1) month through seventy-two (72) months of service (up to and including six (6) years of service): 15 hours/month or 180 hours (4.5 weeks) annually
 - b) Completion of seventy-three (73) months through one hundred thirty-two (132) months (or more than six (6) years of service up to eleven (11) years of service): 18.33 hours/month or 220 hours (5.5 weeks) annually
 - c) Completion of one hundred thirty-three (133) months of service through two hundred four (204) months of service (or more than eleven (11) years of service up to seventeen (17) years of service): - 21.67 hours/month or 260 hours (6.5 weeks) annually
 - d) Completion of two hundred five (205) months of service (or more than seventeen (17) years of service), and thereafter: 25 hours/month or 300 hours (7.5 weeks) annually
- Section 9.4 Employees with less than 65 months of service will accumulate up to four (4) hours Long Term Leave upon completion of a calendar month of employment until they complete 65 months of service. After the completion of 65 months of service, if an employee's Long-Term Leave balance drops below 260 hours, then the employee will begin accruing four (4) hours of Long Term Leave upon completion of a calendar month until they accumulate a balance of 260 hours.
- Section 9.5 After 20 years of continuous service and a "bonafide" IPERS retirement (i.e., employee begins to draw IPERS), the County shall contribute the following amount to an employee's deferred compensation account:

Accumulated Long Term Leave	Contribution
Minimum 250 hours	\$1,000.00
Minimum 350 hours	\$2,500.00
Minimum 750 hours	\$5,000.00
Minimum 1,000 hours	\$7,500.00
Minimum 1,500 hours	\$10,000.00

Section 9.6

- a) When the Short Term Leave balance exceeds twelve (12) times the employee's monthly accrual rate on the employee's annual anniversary date of employment he or she may exercise their option according to Section 9.6b below. Employees who accumulate paid leave in excess of twenty-four (24) times the employee's monthly accrual rate on the employee's anniversary date of employment are required to exercise their option according to Section 9.6b below.
- b) Accumulated Short Term Leave which would bring the Short Term Leave balance above the maximum set out in Section 9.6a above, will transfer into the Long Term Illness/Injury Leave balance until such time as that leave balance reaches an accumulation of 520 hours.
- c) When an employee has at least 520 hours in the Long Term Illness/Injury Leave balance and accumulated Short Term Leave balance in excess of twenty-four (24) times the employee's monthly accrual rate on the employee's anniversary date of employment; 25% of the excess leave will be added to the Long Term Illness/Injury Leave balance and 50% of the excess leave will be paid at the employee's rate of pay.
- d) Employees who terminate employment with Linn County are paid all accumulated paid leave in the Short Term Leave balance not to exceed twenty-four (24) times the employee's monthly accrual rate at 100% of the employee's rate of pay. Employees who terminate employment with Linn County who have a Short Term Leave accrued balance above the twenty-four (24) times the monthly accrual rate prior to their anniversary date will be paid out the accrued balance at 100%. Employees are not paid cash for the balance in the Long Term Leave at any time during employment or at termination of employment.
- Section 9.7 All leave is subject to the operational requirements of the Employer. Paid leave will be deducted from either the Short Term Leave balance or the Long Term Leave balance pursuant to the provisions of this Article.

Section 9.8

a) An employee needing to take leave for personal medical reasons in excess of an initial twenty four (24) consecutive hours may use accumulated leave from the Long Term Leave balance for additional consecutive hours of leave. The employee must provide the Employer with a statement from the employee's insurance-approved health care provider certifying the employee's disability, illness or injury and the expected duration thereof before the accumulated leave from the Long Term Leave balance will be approved.

Employees needing more leave for medical reasons for their immediate family, upon approval of the department head and in excess of the initial twenty-four (24) consecutive hours, may use an aggregate of eighty (80) hours each fiscal year. The eighty hours (80) is prorated for part-time employees.

- b) Employees with a chronic illness or injury, as defined herein, are not required to use twenty-four (24) consecutive hours of paid leave before accessing the Long Term Leave balance for each additional incident related to the chronic illness or injury subsequent to the initial twenty four (24) consecutive hours usage for the chronic condition.
 - Employees caring for their immediate family, upon approval of the department head, with a chronic illness or injury, as defined herein, may use an aggregate of one hundred and twenty (120) hours per fiscal year from their Long Term Leave balance. The one hundred and twenty (120) hours includes the eighty (80) hours set forth in Section 9.8a. The one hundred and twenty hours (120) is prorated for part-time employees.
- c) Paid leave for insurance-approved health care provider appointments will be deducted from the Short Term Leave balance. Paid leave for employees with a chronic illness or injury, as defined herein, for an insurance-approved health care provider appointment, related to the illness, will be deducted from the Long Term Leave balance. Paid leave for employees needing to take leave for their immediate family, upon approval of the department head, with a chronic illness or injury, as defined herein, for insurance-approved health care provider appointments, related to illness, will be deducted from the Long-Term Leave balance and included in the allowable 120 hours.
- Section 9.9 An employee may use paid leave to the extent it is available to supplement workers compensation to a maximum of the amount of weekly compensation such an employee would have been entitled to receive as net pay. The paid leave hours shall be deducted from the Long Term Leave balance until exhausted and then from the Short Term leave balance.
- Section 9.10 An employee will earn Short Term Leave and Long Term Leave pursuant to Section 9.1a d and Section 9.4, when the employee is using leave from either the Short Term Leave balance or the Long Term Injury Leave balance. Except in the case of partial disability where the employee is receiving benefits while working for the County, an employee will not earn paid leave when receiving benefits from the Long Term Disability Insurance Policy.
- Section 9.11 An employee who is eligible to receive benefits from the Long Term Disability Insurance Policy may choose those benefits or continue to use leave pursuant to this Article.

Article 10

Maternity Leave - Paternity Leave

- 1. A regular full-time employee will be granted a maternity-paternity leave on the following basis:
 - a) The employee must present a written statement from her attending physician on or before the beginning of her seventh (7th) month of pregnancy certifying the date to which she may continue performing her regular work responsibilities without endangering her health. On the date certified by the attending physician, the employee will be placed on maternity leave. At that time, the employee is to advise her department head in writing as to whether she will return to work at the end of her maternity leave.
 - b) It is anticipated that under normal circumstances, the employee will return to work within eight (8) weeks after delivery. Failure of the employee to contact her department head and arrange a mutually satisfactory date of return to work within twelve (12) weeks of delivery shall effect an automatic termination of employment unless otherwise agreed in writing by the Employer and the employee.
 - c) Upon returning to work, the employee shall provide her department head with a written statement from her attending physician certifying that she is able to then return to work on a regular full-time basis.
 - d) The spouse not giving birth may use up to three (3) Short Term Leave days for the purpose of being with his/her spouse at the time of delivery, or within two weeks thereafter or at the time of adoption of a child.
- 2. An employee placed on maternity leave may apply all of her accrued Short Term Leave toward the work time lost during such leave. At the exhaustion of these benefits, the employee will continue on maternity leave but without pay.

Article 11

Bereavement Leave

Section 11.1 When death occurs in an employee's immediate family, such employee shall be entitled to emergency leave in the amount of three (3) work days taken on the day of the death and on or adjacent to the date of the funeral or memorial service. Such leave shall be with pay in the amount of straight time earnings lost by him/her in arranging for and attending the funeral. An employee's immediate family is defined in Article 2 of the Agreement.

- Section 11.2 The Employee's department head may, in his/her discretion, grant:
 - a) An unpaid bereavement leave in the event of a relative not included in the employee's immediate family;
 - b) An extended bereavement leave on an unpaid or earned vacation basis at the employee's option.
- Section 11.3 Subject to department head approval, in the event of the death of a present or retired department employee, a one-half (1/2) day absence with pay will be authorized for employees in that department to attend the funeral.

Article 12

Paid Holidays

- Section 12.1 There shall be eleven (11) paid holidays, namely: the day before New Year's Day, New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas, and Christmas day. The Board of Supervisors may schedule additional paid holidays as, in its judgment, appear appropriate.
- Section 12.2 All employees will be credited with eleven (11) days or eight-eight (88) hours in the employee's holiday bank on July 1 of each year. If the division to which an employee is assigned is closed on the designated holiday, eight (8) hours will be deducted from the employee's holiday bank and paid to the employee. An employee who works in any division on a designated holiday for that division shall be paid at time and one-half his/her regular straight time hourly rate for all such hours worked and no hours shall be deducted from the employee's holiday bank. An employee who works overtime in any division on a designated holiday for that division shall also have any overtime hours worked on such holiday added to their holiday bank. A shift trade worked on a designated holiday shall not result in hours added to an employee's holiday bank.
- Section 12.3 To qualify for holiday pay, the employee must have been in the employ of the Employer for not less than thirty (30) calendar days and have worked the full scheduled work days immediately preceding and following the holiday unless excused by the Employer for good cause. Employees who are hired during the contract year will be credited with the number of holidays remaining in the contract year subject to the foregoing qualifying requirements.
- Section 12.4 The paid holidays will be celebrated on the actual calendar day of the holiday for the Corrections and Patrol Divisions. For all other divisions, paid holidays falling on a Saturday will be celebrated on the preceding Friday and paid holidays falling on a Sunday will be celebrated on the succeeding Monday. The holidays of

- Martin Luther King Day and Memorial Day will be celebrated on the day designated as the federal holiday.
- Section 12.5 Should a paid holiday fall on an employee's Short Term Leave, the day shall be paid as Short Term Leave and no deduction will be made from the employee's holiday bank.
- Section 12.6 An employee will not receive holiday pay while on leave of absence unless he/she is on an authorized Short or Long Term Leave and entitled to leave benefits for the holiday, in which case he/she will receive holiday pay in lieu of the leave benefit.
- Section 12.7 Employees shall schedule use of holiday bank hours pursuant to Article 10. Any holiday bank hours unused on June 30 of each year shall be paid to the employee during the second pay period of the succeeding July at the employee's rate of pay as of the preceding June 30. Holiday bank hours used during the contract year shall be paid at the employee's regular straight time hourly rate in effect when the hours are used.
- Section 12.8 Employees who cease employment with the Employer for any reason or are laid off out the door and have used all their holiday bank hours shall have any holidays not yet celebrated deducted from their remaining Short Term Leave balance or hours worked during their last pay period.

Article 13

Pay Periods

1. Hourly paid and salaried employees will be paid bi-weekly on Friday. Hourly and salaried employees will be paid through the pay day.

Article 14

Health and Safety Matters

- 1. Employees shall observe applicable Federal and State health and safety laws and all rules and regulations established by the Employer for the protection of life, limb and health and for the preservation of County property.
- 2. All matters concerning employee safety shall be proper subjects for the monthly Labor-Management Committee with the Employer. If the agenda includes matters concerning employee safety, the Linn County Risk Manager will be requested to attend such meetings. Issues concerning safety, not resolved at the monthly Labor-Management Committee meetings, will be proper subjects for the grievance procedure.

- 3. In an effort to safeguard and improve employee mental health and wellness, all employees will be required to utilize Mercy EAP services on an annual basis for the purpose of a mental health well-being check. No information regarding the visit will be shared with management other than that which is required by law if the counselor considers the employee a threat to themselves or others. Employees will earn 150 wellness points for their attendance at the well-being check.
- 4. In an effort to address potential safety and security concerns, the County establishes a random drug screening program for all sergeants. This program will be administered by the County's Risk Management Department.

Article 15

Work Rules

1. Except in emergency situations, the Employer will provide the Union with written work rules affecting employees covered by this Agreement, and will provide ten (10) work days written notice of any change in the work rules.

Article 16

Equipment and Conditions of Work

- Section 16.1 The Employer will issue handguns to those employees who pursuant to Chapter 341A, Code of Iowa, are in a classified civil service position and request same for use in the performance of their job duties. Prior to purchase of replacement guns, the Employer will address this issue with the Labor-Management Committee. Weapons so issued will be used by the employees in the performance of their duties, will remain the property of the Employer and employees will be accountable for same during and upon termination of employment.
- Section 16.2 The Employer will provide such uniforms as are required under Chapter 337A of the 1997 edition of the Code of Iowa.
- Section 16.3 The Employer will provide three hundred dollars (\$300.00) per year for each uniformed Sergeant, for the sole purpose of cleaning required Sergeant's uniforms. Uniformed Sergeant's, will be allowed to select the cleaning establishment of their choice, pay for the cleaning and request reimbursement from Linn County to a maximum of three hundred dollars (\$300.00) per fiscal year.
- Section 16.4 All new Sergeants, designated as "plain clothes" Sergeants by the Sheriff, will receive an initial clothing and cleaning allowance of seven hundred and fifty (\$750.00) dollars and six hundred (\$600.00) dollars per fiscal year thereafter. Plain clothes Sergeants will be allowed to purchase and clean clothes and then request reimbursement from Linn County up to a maximum of six hundred dollars (\$600.00)

per fiscal year. Articles of clothing are subject to the approval of the Division Commander.

Section 16.5 The Employer may require physical and mental health examinations to determine an employee's fitness for duty. Such examination shall be by a qualified professional designated by the Employer, and all costs associated with such examination shall be paid by the Employer.

Section 16.6 Employees receiving oral or written reprimands may submit to the Sheriff a written response to the reprimand; which written response shall be placed in the employee's personnel file.

Article 17

Position Classifications and Wage Rates

Section 17.1 By this reference, the position classifications and wage rates set forth in the attached Appendix "A" are incorporated herein and made a part of this Agreement.

Appendix A – Wages

Sergeant

July 1, 2020 General Wage Increase	3.00%		
July 1, 2021 General Wage Increase	3.00%		
July 1, 2022 General Wage Increase	3.00%		
Classification	July 1, 2020 GWI of 3%	July 1, 2021 GWI of 3%	July 1, 2022 GWI of 3%
SERGEANT			
Sergeant Starting Wage	\$41.57	\$42.82	\$44.10
First Year	\$44.02	\$45.34	\$46.70
Fifth Year	\$44.68	\$46.02	\$47.40
Tenth Year	\$45.35	\$46.71	\$48.11

Article 18

Group Insurance

Section 18.1 The following sections describe the County's group health, dental, life and long term disability insurance policies offered to each full-time and qualified continuous part-time employee. A qualified continuous part-time employee is an employee regularly scheduled to work forty (40) hours or more per pay period.

The Employer contribution toward the monthly premiums for each insurance policy will continue so long as the employee works at least three (3) regular work days in the calendar month in which the premium is due. Days worked shall include paid leaves of absence.

The Employer contribution for qualified continuous part-time employees will be reduced to a pro-rata share of the single or family contract rate according to the number of hours worked per week by the qualified continuous part-time employee, e.g., an employee working forty (40) hours per pay period would receive fifty percent (50%) contribution from the Employer toward the single or family contract.

In those cases where an employee is laid off out the door or is separated from the service of the Employer for any reason, the coverage from each of the group insurance policies will terminate upon the occurrence of any of the foregoing and subject to any applicable requirement of state or federal law that one or more of the group insurance policies continued to be made available to the former employee.

Temporary employees are not covered by the County's group insurance plans and no contribution will be made on their behalf.

Section 18.2 Group Health Insurance: The Linn County Alliance Select (Preferred Provider) Program with Wellmark Blue Cross and Blue Shield, as provided in the Linn County Employee Health Benefit Plan - Alliance Select (Preferred Provider Program), or its equivalent, will include a deductible of three hundred fifty dollars (\$350.00) on the single contract and seven hundred dollars (\$700.00) on the family contract. The deductible will be waived for covered services received from a physician listed with the Alliance Select Program and if the services are performed in the physician's office. The coinsurance will be paid at 90% by Wellmark Blue Cross and Blue Shield and 10% by the subscriber after the deductible has been met (if applicable) and the services are performed by a provider listed with the Alliance Select Program. Payment for prescription drugs covered under the Alliance Select Program will apply toward the deductible and after the deductible is satisfied then paid at 70% by Blue Cross and Blue Shield and 30% by the subscriber. Effective January 1, 2021, the deductible on the single contract will be three hundred seventy five dollars (\$375.00) and seven hundred fifty dollars (\$750.00) on the family contract. Effective January 1, 2022, the deductible on the single contract will be four

hundred dollars (\$400.00) for the single plan and eight hundred dollars (\$800.00) on the family contract. Effective January 1, 2023 the deductible on the single contract will be four hundred twenty five dollars (\$425.00) for the single plan and eight hundred twenty five (\$825.00) for the family contract.

If the services are performed by a provider not listed with the Alliance Select Program the deductible will apply for all covered services and the coinsurance will be paid at 80% by Blue Cross and Blue Shield and 20% by the subscriber.

The out-of-pocket maximum is one thousand fifty dollars (\$1,050.00) for the single contract and two thousand one hundred dollars (\$2,100.00) for the family contract per calendar year. Effective January 1, 2021, the out-of-pocket maximum will be one thousand seventy five dollars (\$1,075.00) for the single contract and two thousand one hundred fifty dollars (\$2,150.00) for the family contract per calendar year. Effective January 1, 2022 the out-of-pocket maximum is one thousand one hundred dollars (\$1,100.00) for the single contract and two thousand two hundred dollars (\$2,200.00) for the family contract. Effective January 1, 2023 the out-of-pocket maximum will be one thousand one hundred twenty five dollars (\$1,125.00) for the single contract and two thousand two hundred fifty dollars (\$2,250.00) for the family contract.

After the out-of-pocket maximum has been met, the insurance coverage pays 100% of the remaining covered expenses per calendar year.

Effective July 1, 2020, the employee will pay ninety dollars (\$90.00) per month toward the single contract premium and two hundred five dollars (\$205.00) toward the family contract premium with the Employer paying the balance of the monthly single or family premium under the County's Alliance Select Program. Effective July 1, 2021 the employee will pay one hundred forty dollars (\$140.00) per month toward the single contract premium and two hundred sixty five dollars (\$265.00) toward the family contract premium with the Employer paying the balance of the monthly single or family premium under the County's Alliance Select Program. Effective July 1, 2022 the employee will pay one hundred fifty dollars (\$150.00) per month toward the single contract premium and two hundred eighty dollars (\$280.00) toward the family contract premium with the Employer paying the balance of the monthly single or family premium under the County's Alliance Select Program.

Section 18.3 The County's Alliance Select Program requires employees to pay a \$100.00 co-pay for emergency room care in a hospital in addition to any other employee cost under the County's Alliance Select Program. The \$100.00 co-pay does not apply toward the deductible but does apply toward the out-of-pocket maximum of the County's Alliance Select Program. Effective July 1, 2021 the emergency room co-pay will increase to \$150.00. Effective July 1, 2022 the emergency room co-pay will be \$250.00. The co-pay will be waived if the employee orf family member is admitted to the hospital.

- Section 18.4 The Employer will make available to employees the existing group dental plan, or its equivalent as to benefits. This plan provides benefits A-F with certain deductibles, co-insurance and maximum allowances. The annual dental benefit is \$1,250.00 and the lifetime maximum for orthodontics is \$2,000.00.
 - The Employer shall pay the monthly premium for the single contract for participating employees. In addition the Employer will pay eight dollars and twenty-four cents (\$8.24) toward the monthly premium for the family contract.
- Section 18.5 The Employer will pay the monthly premium to provide eligible employees with a \$25,000 life insurance policy. In addition, full-time and eligible part-time employees may purchase a supplemental life and accidental death and dismemberment policy in increments of \$5,000 of coverage up to a maximum of \$100,000 at the employee's expense. The guarantee issue amount is \$50,000 if supplemental life participation is 60% or higher; amounts up to \$100,000 are subject to underwriting.
- Section 18.6 The Employer will make available to employees a long-term disability insurance plan with benefits which meet or exceed those agreed upon during negotiations as evidenced by the Madison National Life Insurance proposal of November 17, 1989. Effective July 1, 1996, the partial disability benefits replace residual disability benefits.
 - The Employer shall pay the long term disability insurance monthly premium for participating employees.
- Section 18.7 Each employee upon presentation of the Explanation of Benefit form shall be eligible to be reimbursed once up to one hundred twenty-five (\$125.00) during a two (2) fiscal year period for the purchase of vision examinations for that employee.
- Section 18.8 A payroll credit of one hundred fifty dollars (\$150.00) will be provided on a contract year basis to employees who participate in the County's health screening risk assessment. The health screening requirement can be met by participating in an annual onsite health screening, submitting a Health Form from an annual physical, or through Weland Labs. In addition, employees who participate in the County's health screening risk assessment and who earn 1,000 Wellness Rewards Points during the contract year will be provided an additional payroll credit of three hundred fifty dollars (\$350.00).
- Section 18.9 Effective July 1, 2021, a forty (\$40.00) per month premium discount for single coverage will be granted to employees who participate in the County's Wellness Rewards Program and achieve a minimum of 1,000 points. A forty-five (\$45.00) per month premium discount for family coverage will be granted to employees who participate in the County's Wellness Rewards Program and achieve at least 1,000 points.

Section 18.10 The Employer recognizes its responsibility to defend and indemnify its employees as a result of any tort for which they are held liable in accordance with Chapter 670 of the Code of Iowa.

Article 19

Separability and Savings

 Should any article or section of this Agreement be found invalid, unlawful or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining articles and sections shall continue in full force and effect for the duration of the Agreement.

Article 20

Term

- 1. This Agreement shall be binding upon the parties hereto from July 1, 2020 through June 30, 2023 and shall continue in full force and effect for periods of one (1) year thereafter, unless on or before November 1 preceding the expiration of the Agreement, or any automatic extension thereof, notice is given in writing by either party of a desire to effect a cancellation or modification of the Agreement.
- During the period of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters effecting this Agreement or any other matters not specifically set forth in this Agreement.

EXECUTED this 1st day of April 2020.

LINN COUNTY, IOWA

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 204

By Its Board of Supervisors:

Ben Rogers

ent Oleson

Stacey Walker

By Its Bargaining Representatives:

Lisa Powell

Michael Galloway

Ahlers Law, Figm

Lisa Epp

By Its Representative:

Dustin Stumma, Business Manager/

Financial/Secretary

Scott Snyder

Local 204 President

By Its Bargaining Committee:

Scott (Andy) Humphrey

Thephen o

Steve Ercec

Deric Oshel

Theodore (Dave) Beuter

Brian Scott.

Assistant Business Manager