



**Agreement between Linn County, Iowa  
and  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 204  
ASSISTANT COUNTY ATTORNEYS**



**July 1, 2020 to June 30, 2023**

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## **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 Assistant County Attorneys as designated by PERB Case No. 100018.

### **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.

**Anniversary Date** - The anniversary of the calendar date of the employee's last date of hire.

**Bargaining Unit**- 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.

**Employee** - Any person within the bargaining unit employed by the Employer on a regular continuing basis.

**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.

**Fiscal Year** - 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.

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

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

**PERB** - The Iowa Public Employment Relations Board.

**Assistant County Attorney** – Employee licensed to practice law before the courts of Iowa or other applicable court and appointed as Assistant Linn County attorney.

**Union** – International Brotherhood of Electrical Workers, Local 204

## Article 3

### **Non-Discrimination**

Section 3.1 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.

Section 3.2. 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.

## Article 4

### **Rights Of Employer**

Except to the extent specifically provided to the contrary in this Agreement, 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, retain and suspend employees in positions within the County; discharge employees for just cause from 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; 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 two (2) 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 for a maximum of four (4) total work days to attend all negotiation sessions and impasse procedures.

Section 5.2 There shall be a Labor-Management Committee composed of two (2) 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 quarterly 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 Assistant County Attorney'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 supervisor.

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 will be documented and submitted to his/her supervisor.

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**

Section 6.1 The Assistant County attorneys shall be considered salaried and exempt under the Fair Labor Standards Act. The Assistant County Attorneys shall not be eligible for overtime.

## 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 County Attorney. 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.

**Step 2:** Within five (5) calendar days after receipt of the written grievance, the County Attorney 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.

**Step 3:** 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 County Attorney 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.

Section 7.5 All grievance meetings are confidential and not open to the public or persons not authorized to attend pursuant to this Article.

Section 7.6 The Union may grieve the discharge of an employee but may not grieve any other disciplinary actions. If the Union pursues a discharge through arbitration, the authority of the arbitrator is limited to determining whether a preponderance of the evidence exists to support the facts alleged by the County that resulted in the discharge. If the arbitrator determines that the County has met this burden, the grievance shall be denied.

## Article 8

### **Leaves of Absence**



Section 8.1 **Short Term and Long Term Leave** – A leave of absence will be granted by the Employer on the basis set forth in Article 9 hereof.

Section 8.2 **Maternity Leave** - 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 a temporary absence required as a result of an on-the-job injury for which the employee is receiving temporary or healing period benefits under Iowa Workers' Compensation. 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 access accrued Short Term and Long Term Leave balances, 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 and expected date of return to work will be required.

Section 8.4 **Special Leave** - The Board of Supervisors, upon recommendation of the County Attorney, 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 Board of County service.

Section 8.5 **Military Leave** - 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 **Status on Return From Leave** - 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 8.7 **Jury Leave** - 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 9.2 a – d and available for use by employee's 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 9.6a) accrued pursuant to Section 9.3. 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 10.7b). 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 Employees will accrue Short Term Leave on the employee's monthly anniversary date with the County based on the following schedule.

- 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 9.3 Employees with less than 65 months of service will accrue 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 sixty-five (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 9.4

- 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 9.4b below. Employees who accrue 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 9.4c below.
- b) Accrued Short Term Leave which would bring the Short Term Leave balance above the maximum set out in Section 9.4a 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 accrued 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, 25% will be forfeited 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 accrued 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 9.5 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 9.6

- a) An employee needing to take leave for personal medical reasons in excess of an initial twenty four (24) consecutive hours may use accrued 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 accrued 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.

- 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 9.6a. 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 9.7 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 9.8 An employee will earn Short Term Leave and Long Term Leave pursuant to Section 9.2a - d and Section 9.3, 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 9.9 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.

Section 9.10 In the event the Employer amends its Short Term/Long Term Leave policy during the term of this Agreement, any such amendment(s) shall be incorporated into the terms of the Short Term/Long Term Leave provisions of this Article if the union so agrees in writing.

## Article 10

### **Maternity Leave - Paternity Leave**

Section 10.1 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 supervisor 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 supervisor 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.

Section 10.2 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, with pay, 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. 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 short term leave 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 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. In the case of newly hired exempt employees who do not yet qualify for holiday pay, the FLSA does not allow a deduction to be made from their weekly pay. Exempt employees who terminate employment with Linn County on a holiday do not need to be on pay status for the day following the holiday to receive holiday pay.

Section 12.3 Paid holidays falling on a Saturday will be celebrated on the preceding Friday and those falling on a Sunday will be celebrated on the succeeding Monday.

Section 12.4 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 12.5 Employees attending the Fall Prosecutor's conference shall be credited an additional floating holiday to be used within one (1) month of Veteran's Day in the event that the conference falls on the Veteran's Day holiday.

## Article 13

### **Professional Expenses**

Section 13.1 Employer will pay for required continuing legal education at conferences or forums determined by the County Attorney.

Section 13.2 Employer shall provide the same amenities pertaining to lodging, meals, travel and expenses as provided in the Linn County Employee Handbook.

## Article 14

### **Pay Periods**

Section 14.1 All employees will be paid bi-weekly on Friday through pay day. Time

spent for the week of pay day is estimated and may be adjusted on the following pay period if the estimated time is different from the worked time (i.e., if an employee used paid leave or have unpaid time for some reason). An employee who chooses to retire or terminates with the County and gives at least a three (3) week notice, may choose to have his/her last paycheck paid to them on their last day of employment. Note: For exempt employees, FLSA does not require full week pay for first and final partial week.

## Article 15

### **Health and Safety Matters**

Section 15.1 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.

Section 15.2 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.



## Article 16

### **Work Rules**

Section 16.1 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. **Work rules may be discussed at Labor-Management Committee meetings.**

## Article 17

### **Position Classifications and Wage Rates**

Section 17.1 The job classifications, pay grades and applicable schedules are set forth in the attached Exhibit A for contract years July 1, 2020 – June 30, 2023 and are incorporated within this Agreement and made a part hereof.

- a. The steps and wage rates are set forth in the attached Exhibit A. The job classifications are on the attached Exhibit A.
- b. The Salary Schedules will increase three percent (3.00%) on July 1, 2020, will increase three percent (3.00%) on July 1, 2021, and will increase three percent (3.00%) on July 1, 2022.

Section 17.2 Employees who are not yet at Level 3 for their classification will progress through the step system and advance one level on July 1<sup>st</sup> of each year until they reach Level 3. Employees who are promoted into a higher classification will move to the next higher level in the new classification which is above their current wage or receive a five percent (5%) increase, whichever is greater.

Section 17.3 Employees who are above the Level 3 wage for their classification will receive a two and a half percent (2.5%) wage increase or the Level 3 wage on July 1<sup>st</sup> of each year, whichever is greater. In the event that the wage increase given to non-bargaining unit employees exceeds two and a half percent (2.5%), employees will receive the higher percentage for the corresponding fiscal year.

## Article 18

### **Separability and Savings**

Section 18.1 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 19

### **Term**

Section 19.1 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.

Section 19.2 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:


By Its Representative:



Ben Rogers



Brent Oleson



Stacey Walker



Dustin Stumma, Business Manager/  
Financial Secretary



Scott Snyder  
Local 204 President

By Its Bargaining Committee:



Monica Slaughter



Andrew Powers



Brian Scott,  
Assistant Business Manager

By Its Bargaining  
Representatives:



Lisa Powell



Michael Galloway  
Ahlers Law Firm



Lisa Epp

**Exhibit A**

**7/1/20 – 6/30/21  
3.0% Increase**

	<b>Job #</b>	<b><u>Beginning</u></b>	<b><u>Level 1</u></b>	<b><u>Level 2</u></b>	<b><u>Level 3</u></b>
<b>Grade 30</b>		<b>\$105,054.77</b>	<b>\$110,307.51</b>	<b>\$115,822.88</b>	<b>\$121,614.03</b>
		\$4,040.57	\$4,242.60	\$4,454.73	\$4,677.46
Juvenile Prosecutor II	90-47	\$50.51	\$53.03	\$55.68	\$58.47
Prosecutor III	90-44				
Civil Attorney	90-45				
<b>Grade 29</b>		<b>\$94,240.31</b>	<b>\$98,952.33</b>	<b>\$103,899.94</b>	<b>\$109,094.94</b>
		\$3,624.63	\$3,805.86	\$3,996.15	\$4,195.96
Juvenile Prosecutor I	90-46	\$45.31	\$47.57	\$49.95	\$52.45
Prosecutor II	90-42				
<b>Grade 27</b>		<b>\$77,246.16</b>	<b>\$81,108.46</b>	<b>\$85,163.88</b>	<b>\$89,422.08</b>
		\$2,971.01	\$3,119.56	\$3,275.53	\$3,439.31
Prosecutor I	90-41	\$37.14	\$38.99	\$40.94	\$42.99
<b>Grade 25</b>		<b>\$63,384.06</b>	<b>\$66,553.26</b>	<b>\$69,880.93</b>	<b>\$73,374.99</b>
		\$2,437.85	\$2,559.74	\$2,687.73	\$2,822.11
Community Outreach Specialist and Chief Victim Liaison	90-88	\$30.47	\$32.00	\$33.60	\$35.28

**Exhibit A**

**7/1/2021 - 6/30/2022  
3.0% Increase**

	<b>Job #</b>	<b><u>Beginning</u></b>	<b><u>Level 1</u></b>	<b><u>Level 2</u></b>	<b><u>Level 3</u></b>
<b>Grade 30</b>		<b>\$108,206.41</b>	<b>\$113,616.74</b>	<b>\$119,297.57</b>	<b>\$125,262.45</b>
		\$4,161.79	\$4,369.87	\$4,588.37	\$4,817.79
Juvenile Prosecutor II	90-47	\$52.02	\$54.62	\$57.35	\$60.22
Prosecutor III	90-44				
Civil Attorney	90-45				
<b>Grade 29</b>		<b>\$97,067.52</b>	<b>\$101,920.90</b>	<b>\$107,016.94</b>	<b>\$112,367.79</b>
		\$3,733.37	\$3,920.03	\$4,116.04	\$4,321.84
Juvenile Prosecutor I	90-46	\$46.67	\$49.00	\$51.45	\$54.02
Prosecutor II	90-42				
<b>Grade 27</b>		<b>\$79,563.54</b>	<b>\$83,541.72</b>	<b>\$87,718.80</b>	<b>\$92,104.74</b>
		\$3,060.14	\$3,213.14	\$3,373.80	\$3,542.49
Prosecutor I	90-41	\$38.25	\$40.16	\$42.17	\$44.28
<b>Grade 25</b>		<b>\$65,285.58</b>	<b>\$68,549.86</b>	<b>\$71,977.35</b>	<b>\$75,576.24</b>
		\$2,510.98	\$2,636.53	\$2,768.36	\$2,906.78
Community Outreach Specialist and Chief Victim Liaison	90-88	\$31.39	\$32.96	\$34.60	\$36.33

**Exhibit A**

**7/1/2022 - 6/30/2023  
3.0% increase**

	<b>Job #</b>	<b><u>Beginning</u></b>	<b><u>Level 1</u></b>	<b><u>Level 2</u></b>	<b><u>Level 3</u></b>
<b>Grade 30</b>		<b>\$111,452.60</b>	<b>\$117,025.24</b>	<b>\$122,876.50</b>	<b>\$129,020.32</b>
		\$4,286.64	\$4,500.97	\$4,726.02	\$4,962.32
Juvenile Prosecutor II	90-47	\$53.58	\$56.26	\$59.08	\$62.03
Prosecutor III	90-44				
Civil Attorney	90-45				
<b>Grade 29</b>		<b>\$99,979.55</b>	<b>\$104,978.52</b>	<b>\$110,227.45</b>	<b>\$115,738.82</b>
		\$3,845.37	\$4,037.64	\$4,239.52	\$4,451.49
Juvenile Prosecutor I	90-46	\$48.07	\$50.47	\$52.99	\$55.64
Prosecutor II	90-42				
<b>Grade 27</b>		<b>\$81,950.45</b>	<b>\$86,047.97</b>	<b>\$90,350.36</b>	<b>\$94,867.88</b>
		\$3,151.94	\$3,309.54	\$3,475.01	\$3,648.76
Prosecutor I	90-41	\$39.40	\$41.37	\$43.44	\$45.61
<b>Grade 25</b>		<b>\$67,244.15</b>	<b>\$70,606.36</b>	<b>\$74,136.68</b>	<b>\$77,843.52</b>
		\$2,586.31	\$2,715.63	\$2,851.41	\$2,993.98
Community Outreach Specialist and Chief Victim Liaison	90-88	\$32.33	\$33.95	\$35.64	\$37.42