



Agreement between Linn County, Iowa

and

Public, Professional and Maintenance

Employees, Local 2003,

I.U.P.A.T.

July 1, 2020 to June 30, 2023

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Agreement

Agreement entered into by Linn County, Iowa (Employer) and Public, Professional and Maintenance Employees, Local Union 2003, I.U.P.A.T. (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

1. The Employer recognizes the Union as the exclusive bargaining representative for its bargaining unit employees as identified in Paragraph 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.
2. The bargaining unit for the purposes of the Agreement consists of all Deputy Sheriffs appointed by the Civil Service Commission of Linn County, including Deputies, all Communications Operators and Detention Officers as designated by PERB Case No. 308 and amended by PERB Case No. 940 and PERB Case No. 4131.

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, Paragraph 2 hereof.

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

County - Linn County, Iowa.

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

- Correctional Center
- Patrol
- Civil
- Criminal/Detective
- Transportation
- Communications

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.

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, step-mother, step-father, son, daughter, step-son, step-daughter, brother, sister, grandparent, mother and father-in-law, sister and brother-in-law, and legal guardian. Grandchild is added to the definition for bereavement leave only.

Part-Time Employee - 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 Law Enforcement bargaining unit within the County seniority.
- **Position Classification Seniority** - The total length of an employee's service within a particular position classification within the Law Enforcement bargaining unit, i.e. Communication Operator or Deputy Sheriff (Class I and II).

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.

Union - Public Professional and Maintenance Employees, Local 2003, I.U.P.A.T.

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

1. There shall be a bargaining committee composed of six (6) employees elected 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.
2. There shall be a Labor-Management Committee composed of six (6) 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.

3. The Employer will recognize those employees selected as Union representatives or Stewards within the Law Enforcement bargaining unit. There shall be a total of six (6) divisions within the Law Enforcement bargaining unit. The divisions are as follows:

- Correctional Center
- Patrol
- Civil
- Criminal/Detective
- Transportation
- Communications

In addition, there may be one (1) additional employee selected as an alternate steward within each division. Those stewards selected to represent a specific division must work within such division. For example, the steward for the Jail must work in the Jail.

4. The names of those employees selected as stewards and alternate stewards must be certified in writing to the Employer by the Union.
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 in another division, he/she shall not do so without prior approval of both supervisors involved.
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.
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

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 Chief Deputy may suspend this limitation in emergency situations.

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.
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. 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.

Employees assigned to the Search and Rescue function of the Patrol Division shall be subject to a twenty-eight (28) 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, excluding sleep periods in excess of one hundred sixty (160) hours during each work cycle. Paid leave shall count as hours worked for the purpose of computing overtime for such employees.

4. 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 in-frequent and occasional basis.

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

No employee may be required to work more than four (4) hours of involuntary overtime immediately preceding or immediately following a regularly scheduled shift, unless the employee was provided with forty-eight (48) hours notice. However, an employee may be required to work more than four (4) hours of involuntary overtime immediately preceding or immediately following a regularly scheduled shift when no other qualified employee can be located to work the shift needing filled.

5. 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.

6. In the event too few qualified employees are able to work overtime after utilization of the procedures set forth in Section 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 5 of this Article and the aforementioned procedures in Section 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. The Patrol Division may be assigned involuntary overtime for the Transportation Division before use of other divisions when long distance transports would cause Transportation Division employees to exceed the limit of sixteen (16) hours of work in a twenty-four (24) hour period in Section 1.
7. The Employer may offer up to a maximum of seven (7) floater positions in the Correctional Center and two (2) floater positions in the Communications Center and four (4) floater positions in the Patrol Division. Preference of weekly floater shift assignments and days off will be decided among the floaters on the basis of greatest bargaining seniority.
8. 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 cancelled 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.
9. 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.

10. Employees subpoenaed to appear in court outside their scheduled shift shall receive a minimum of two (2) hours pay at the appropriate rate unless such required court time overlaps their regular work hours in which case they will receive overtime pay for only so much of the court time that occurs outside of their regularly scheduled shift.
11. 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.
12. 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 seven (7) day work week. An employee will be allowed two trades during a seven (7) day work week 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 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 3 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 seven (7) day work week for any reason, such employee shall be prohibited from trading shifts for six (6) months.

13. Hospital overtime will be offered on a departmental basis rather than by division. Jail sergeants will activate the call list. As far in advance as possible to the start of the needed hospital overtime, the supervisor shall make the opportunity to work such overtime available to all Academy-certified departmental employees on a rotational basis from a list established on the basis of County seniority starting with the most senior employee. In the event that too few employees are available to work overtime on a voluntary basis, the supervisor shall require departmental employees to perform such forced overtime work on a rotational basis from a list established on the basis of County seniority starting with the least senior employee. When and if the detainee is released from the hospital, the employee working the hospital overtime will return to the Linn County Correctional Center and the overtime shift will end. Any employee not properly equipped shall report as directed for hospital duty assignment, and return if necessary. Such time shall be paid time.

Article 7

Grievance Procedure

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.

Step 2: 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.

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 Agent, 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 Representative. 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 representative 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 Agent, 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 and in the case of an employee grievance, only with the approval of the employee. 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. In the event neither party makes timely request for arbitration, the grievance shall be considered as satisfactorily settled on the basis of the Employer's last decision and not subject to further appeal.

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.

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.
3. It shall be the duty and responsibility of the Steward and the Union members of the Labor Management Committee to make every effort to encourage employees 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.
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 Iowa Code.

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

1. Employees must, at the earliest possible date, make written request to their department head for any leave of absence setting forth the reason for the leave of absence and the approximate length of time off desired. An employee must advise his/her department head in writing as to condition and anticipated date of return to work once every five (5) weeks during an authorized leave of absence.
2. **Sick Leave** - A leave of absence for disabling or confining illness or injury will be granted by the Employer on the basis set forth in Article 9 hereof. Such leave shall not exceed one (1) year (provided the employee is under a doctor's care and there is a reasonable likelihood of the employee returning to work), or the employee's accumulated sick leave benefits, whichever is greater. However, such leaves may be extended at the discretion of the Employer.
3. **Maternity Leave** - A leave of absence for maternity purposes will be granted by the Employer on the basis set forth in Article 10 hereof.
4. **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 accrued sick leave benefits then 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.
5. **Special Leave** - 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 Board of County service.

6. **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.
7. **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 21, Section 1, Paragraph 2 and such employee (one on authorized leave of absence without pay) will not accrue vacation or sick leave benefits while on such a leave.
8. **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.
9. **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

Sick Leave

1. Regular full-time employees shall accrue one (1) work day of paid sick leave for each completed continuous month of service. There is no maximum on the number of sick leave days to be accumulated. A month of service is any calendar month in which an employee is actively working in the service of the Employer or is on a paid leave of absence, which includes a Workers' Compensation leave. Probationary employees shall not accrue sick leave benefits until they have successfully completed their probationary period, at which time they will be credited for all benefits since their last date of hire.
2. In order to qualify for sick leave benefits, an employee desiring to take a sick leave must, as soon as is reasonably possible, notify his/her immediate supervisor indicating the nature of the illness or injury and the anticipated length of absence. Prior to approving the sick leave for an employee who has five (5) unverified absence events in the prior twelve (12) month period, the employee's department head or the Board may require verification of the employee's condition through a statement from the employee's doctor certifying the employee's disabling sickness or injury or through examination of the employee by a doctor of its choosing. In the latter case, the doctor's cost will be borne by the Employer.
3. Earned sick benefits will only be paid for and applied against regular scheduled work days lost by the employee due to a bona fide illness or injury which is disabling or required confinement except that:
 - A) A maximum of one-half (1/2) of one (1) day's benefits will be paid for attending doctor or dentist appointments where such appointments cannot be scheduled during non-working hours.
 - B) Sick leave benefits up to a maximum of two (2) work days in any one (1) work week will be paid for absence due to a serious illness or injury to a member of the employee's immediate family which requires the employee's presence, except that once per fiscal year an employee may use five (5) work days for this purpose.
4. Sick leave benefits will be paid at the employee's regular straight time rate within his/her regular job classification as of the initial date of such absence.
5. A holiday for which an employee is entitled to holiday pay shall be paid as a holiday and not as a day of sick leave.
6. Misuse of sick leave or misrepresentation in connection therewith shall constitute proper cause for discipline.
7. No benefits will be paid or charged for disability or confinement due to illness or injury while the employee is on a paid vacation or a leave of absence. If an employee on vacation is hospitalized or receives a disabling injury, he/she may cancel his/her vacation and apply for accumulated sick benefits.

8. Absences qualifying for sick leave benefits will be charged according to the actual work time lost. The department head will keep a record of such time and charge on a half (1/2) day basis as the time accumulates to a full one-half (1/2) day.
9. There will be no payment or other form of reimbursement for accumulated sick leave upon the termination of employment except as provided for in Section 11 below upon retirement.
10. Full-time employees who have accumulated six hundred (600) hours of sick leave may convert each additional twenty-four (24) hours of sick leave into eight (8) hours of vacation. If an employee's accrued sick leave account thereafter is depleted below six hundred (600) hours, no conversion right exists until the account is rebuilt to six hundred (600) hours. An employee may convert a maximum of ninety six (96) hours of sick leave each fiscal year. Use of vacation pursuant to this clause will be governed by rules of regular vacation.
11. After twenty (20) years of continuous service and a "bonafide" IPERS retirement, the County shall contribute the following amount to an employee's deferred compensation account:

<u>Accumulated Sick Leave</u>	<u>Contribution</u>
Minimum 750 Hours	\$5,000.00
Minimum 1,000 Hours	\$7,500.00
Minimum 1,500 Hours	\$10,000.00

12. **Donated Leave** - Subject to the following conditions and limitations, vacation, personal days, or holidays (leave) may be donated to an employee with a disabling or confining illness or injury who has exhausted all paid leaves, excepting only a maximum of 40 hours of accrued vacation, available to them:
 1. All donated leave must be from the donor's vacation, personal day, or holiday account. All Requests to Donate Leave must be submitted to Human Resources in writing and signed by the donor. Human Resources shall administer the Donated Leave Program.
 2. The Request To Donate Leave shall be submitted to Human Resources within 14 days of the Notice of Request to Receive Donated Leave being disseminated and shall include the number of hours the donor is requesting to donate. Once submitted, a Request to Donate Leave cannot be withdrawn. A donor may donate leave not yet accrued as long as it has accrued by the time it is scheduled to be utilized by the donee. Leave donated but not utilized shall be restored to the donor's leave account. Personal time which is restored to the donor's account during a succeeding fiscal year shall be restored as time off notwithstanding anything to the contrary in the Collective Bargaining Agreement.
 3. Donated leave will be deducted from donors' accounts in the order Requests To Donate Leave are submitted and will be deducted on a rotational basis with a maximum of four (4) hours leave deducted from

each donor each time through the rotation until the donated leave is exhausted or the need for donated leave is met.

4. Multiple Requests to Donate Leave can be submitted within the 14 day period referred to in Paragraph 2 above. Additional Requests to Donate Leave from a donor shall be added to the end of the list of Requests to Donate Leave and deducted in the same manner as set forth in numbered paragraph three (3).
5. Donated leave must be used continuously, without interruption, until exhausted. Once donated leave time is exhausted, it cannot be restarted.
6. Notwithstanding anything to the contrary in the Collective Bargaining Agreement, including but not limited to Article 9, Article 17, Article 21, donated leave shall not count toward the accrual of any leaves, vacation or other benefits under the Collective Bargaining Agreement or the Policies and Procedures for Management, Attorneys and Confidential Personnel Manual. However, health and dental insurance coverage shall continue to be provided during the use of donated leave. Though vacation shall not accrue during use of donated leave, the donee's anniversary date and last hire date shall be unaffected by use of donated leave for all purposes, including calculating years of service for the vacation schedule pursuant to Article 15.
7. All Requests to Donate Leave shall be kept confidential and are on a voluntary basis.
8. Donated leave can be utilized until the donee returns to work or for a maximum of sixty (60) calendar days, whichever occurs first.
9. A donee shall receive one hour of leave for each hour of leave donated.

Requests to Receive Donated Leave necessitate the release of a limited amount of personal information. Employees requesting to receive donated leave shall waive any and all privacy rights or interests necessary to disseminate a Notice of Request to Receive Donated Leave to Linn County employees setting forth the name of the person requesting to receive donated leave, the county department in which they work, and the amount of donated leave anticipated to be needed. Only one Notice of Request to Receive Donated Leave shall be disseminated for a utilization of the Donated Leave Program. The Donated Leave Program can be utilized no more than once in a six (6) month period.

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) Male employees may use two (2) family sick days (see Article 9, Section 3B) plus an additional day of sick leave for a total of three (3) 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 vacation and sick leave benefits 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

1. When death occurs in an employee's immediate family, such employee shall be entitled to emergency leave in the amount of three (3) consecutive work days within the five (5) day period during which the funeral occurs. 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.
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.
3. 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

Bidding and Transfer Procedure

1. The following sets forth the bidding and transfer procedure for all true vacancies as a Class II Deputy Sheriff or Communications Operator. A true vacancy is an unoccupied position resulting from a resignation, termination or creation of a new position.
 - A) A true vacancy or vacancies of Class II Deputy Sheriff within a specific division will be posted within five (5) days of the knowledge of the vacancy throughout the Sheriff's Office. Such posting shall include the start time of the employee's shift and the days of the week on which work shifts are not scheduled for each true vacancy in each division.
 - B) The vacancy will remain posted for five (5) calendar days during which time employees may submit written bids to the Major of the Sheriff's Office. The Major of the Sheriff's Office shall accept bids on behalf of employees from an employee union steward when that employee is on vacation during the time for submitting bids.
 - C) Award of such bids will be made on the basis of position classification seniority provided the employee first has the necessary qualifications (Iowa Law Enforcement Academy Certification) and acceptable work record.
 - D) In the event no qualified (Iowa Law Enforcement Academy Certification) employees with acceptable work records bid, the Employer shall retain the right to request the transfer of a Class II employee or require the transfer of a Class II employee with the least position classification seniority to fill the vacancy. Further, should no qualified (Class II) employee bid or be selected, the Employer may accept bids from Class I employees. The bid will be awarded to the bidding Class I employee with an acceptable work record and greatest position classification seniority.
 - E) Employees awarded the bid or selected to fill a true vacancy shall serve a thirty (30) calendar day trial period within a division or a sixty (60) calendar day trial period in a different division beginning with the effective date of the transfers. If the successful bidder or transferred employee fails to satisfactorily perform the duties of the position to which he/she has bid or has been transferred, the Employer may remove such employee and return him/her to his/her former position within the same division or in the former division.

A successful bidder or transferred employee may voluntarily, on written notice to the Employer, return to his/her prior position at any time during the trial period. An employee may give notice to withdraw his/her bid once it has been awarded and before the transfer to the new position. Such successful bidder or transferred employee may withdraw his/her bid after award or return to his/her prior position no more than once every two (2) years. The employee who withdraws his/her bid before the trial period begins will go back to the last bid awarded such employee. This may not be the last actual position held or worked by the employee in case of multiple bids. Withdrawal of a bid award shall cause the position to be posted again for all eligible employees.

An employee may give notice to withdraw his/her bid without penalty before the date of the bid award.

- F) The preceding procedure shall apply only to the divisions of:
- Patrol
 - Civil
 - Transportation
 - Correctional Center
- G) The Employer retains the right not to fill an unneeded job vacancy but will agree to notify the Organization that the job will not be posted within the five (5) day time period but may be posted at a later date.
- H) Employees transferring to a new division must review scheduled vacation with the Sheriff in order to assure compliance with Article 15, Section 4.
2. A true vacancy as a Communications Operator will be posted within the Sheriff's Office for five (5) calendar days. Communications Operators may bid for shift preference during the designated posting period. Bid awards will be made on the basis of position classification seniority as a Communications Operator. Communications Operators on probation shall not be allowed to bid. Subsection E in this Article also applies to the bidding procedure for Communications Operators. Such posting shall include the start time of the employee's shift and the days of the week on which work shifts are not scheduled for each true vacancy in each division.

Article 13

Layoff and Recall Procedure

1. In the event that the work force within any division is to be reduced, the following layoff procedure shall be utilized.
- In the event that a position is eliminated and the work force is not reduced, the employee displaced shall utilize the following layoff procedure, if the employee has not been awarded a bid by the conclusion of the bidding procedure.
- A) Except in cases of emergency, the Employer shall notify the employee occupying the position being eliminated, and post a notice within the department not less than ten (10) calendar days prior to the layoff date.
- B) The affected employee and the bumped employee may use position classification seniority to bump to another position within the department occupied by an employee with less position classification seniority, so long as the bumping employee is presently qualified and able to perform the duties of the position.
- C) An employee receiving a layoff notice or a notice of being bumped, pursuant to this Article, shall provide written notice to the Sheriff of the intent to bump to another position within three (3) calendar days of receiving such notice. The Employer shall immediately notify bumped employees.
- D) Prior to a full-time employee being laid-off out the door he/she shall have the right to bump any temporary, part-time or full-time probationary employee throughout the department as provided in paragraph (b) herein.

- E) Employees laid off or demoted from non-bargaining unit positions may only re-enter the bargaining unit positions that are vacant following completion of the bidding process by current employees. Following such re-entry, former non-bargaining unit employees shall have the bargaining unit and position classification seniority earned prior to their departure from the bargaining unit.
- 2. An employee laid off out the door shall have recall rights, for a period of one (1) year from the date of layoff, to any true vacancy or unoccupied position within the department which the Employer wishes to fill after said position has been posted for bidding and no bids have been received. A laid off employee with recall rights shall be given written notice by certified mail of an unoccupied position to be filled, for which no bids were received, and shall notify the Sheriff, in writing, within three (3) days of the notice to accept such position. Such an employee failing to timely notify the Sheriff of the intent to accept a recall position loses all further recall rights. Current bargaining unit employees who have been laid off shall be recalled prior to the recall of any non-bargaining unit employees who are on lay-off.
- 3. For the purpose of this Article only, a position is defined as including shift, division assignment and days off.

Article 14

Paid Holidays

- 1. There shall be thirteen (13) 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, Christmas day, and two (2) personal days to be scheduled between the employee and the Department Head. The Employer may schedule additional paid holidays as, in its judgment, appear appropriate. In the scheduling of personal days, employee requests shall not be denied, except when requested for use on a designated paid holiday or when approval of a personal day request would result in more than one person on paid leave above the maximum per day for each division as determined by the Employer.
- 2. All employees will be credited with thirteen (13) days 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.
- 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.

4. The paid holidays will be celebrated on the actual calendar day of the holiday for the Communications, Corrections and Patrol Divisions (including Search and Rescue and Hospital Guard). 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.

For purposes of holiday pay for hospital guard duty and overtime, the holiday will be the actual calendar day for that holiday.

5. Should a paid holiday fall on an employee's vacation, the day shall be paid as vacation and no deduction will be made from the employee's holiday bank.
6. An employee will not receive holiday pay while on leave of absence unless he/she is on an authorized sick leave and entitled to sick leave benefits for the holiday, in which case he/she will receive holiday pay in lieu of the sick leave benefit.
7. Employees shall schedule use of holiday bank hours pursuant to Article 15, except that the two (2) personal days shall be scheduled between the employee and the department head as provided in Section 1 of Article 14. 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.
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 vacation balance or hours worked during their last pay period.

Article 15

Vacations

1. An employee shall be entitled to paid vacation on the following basis:
 - A) After completion of twelve (12) months of continuous service, eighty (80) hours;
 - B) After completion of thirteen (13) months of continuous service, six and sixty-seven hundredths (6.67) hours per month;
 - C) After completion of the sixty-first (61) month of continuous service, ten (10) hours per month;
 - D) After completion of the one hundred twenty-first (121) month of continuous service, thirteen and thirty-four hundredths (13.34) hours per month;
 - E) After completion of the one hundred ninety-third (193) month of continuous service, sixteen and sixty-seven hundredths (16.67) hours per month.
2. An employee shall, on each anniversary date of hire, have accrued and unused no more than two (2) years of vacation at the employee's current accrual rate and any accrued and unused vacation in excess of the foregoing shall be forfeited.

3. Vacation 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 vacation schedule shall be posted and conflicting requests will be resolved according to seniority. Vacation not scheduled pursuant to requests submitted during January will be awarded on the basis of the order the requests are received. Vacation may be used in increments of not less than four (4) hours. An employee requesting vacation shall notify his/her immediate supervisor of such request not less than seven (7) days in advance. Vacation requested and awarded may be canceled by an employee only upon five (5) days notice to the immediate supervisor or promptly upon an employee being notified that a non-mandatory school of instruction has been canceled. An employee assigned overtime to cover for the canceled vacation shall be notified promptly of the cancellation and his/her overtime card shall remain in its place in the rotation as if the overtime assignment had been performed. The department head reserves the right to schedule any vacation according to department operation requirement. A scheduled vacation shall begin when the employee's last regularly scheduled shift ends and continues until the next regularly scheduled shift begins. Employees on vacation 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.
4. An employee with previously scheduled vacation who transfers to another division, shift within a division, or days off within a division, will be allowed his/her vacation as scheduled. In the event employee transfer(s) would result in more employees off in a division than the maximum number plus one, the transferring employee with the least seniority will be required to reschedule his/her vacation.
5. An employee who is laid off out the door, discharged, retired or separated from the service of the Employer for any reason shall be compensated for accrued unused vacation.

Article 16

Pay Periods

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

Article 17

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 Safety Director 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 employee 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 deputies and communications officers. This will be administered by the County's Risk Management Department.

Article 18

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 19

Equipment and Conditions of Work

1. The Employer will issue handguns to those employees who pursuant to Chapter 341A, Code of Iowa, are in the classified civil service 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.
2. The Employer will provide such uniforms as are required under Chapter 331.657 of the Code of Iowa.
3. The Employer will provide one hundred and fifty dollars (\$150.00) per year for each uniformed Deputy Sheriff for the sole purpose of cleaning required Deputy Sheriff uniforms. Uniformed Deputy Sheriffs 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 one hundred and fifty dollars (\$150.00) per fiscal year.
4. All Deputy Sheriffs that are designated as "plain clothes" Deputies will receive a clothing and cleaning allowance of five hundred dollars (\$500.00) per fiscal year. Plain clothes Deputy Sheriffs will be allowed to purchase and clean clothes and then request reimbursement from Linn County up to a maximum of five hundred dollars (\$500.00) per fiscal year.
5. Voluntary staff training - Deputy Sheriffs and Communication Operators may volunteer to enroll in a training course scheduled during the employee's time off from work. Such employees shall receive no compensation or reimbursement for expenses as a result of attending such training courses.

6. In the event the Sheriff provides an opportunity for training in a specialized area of law enforcement, the notice for such training will be emailed and posted for at least five (5) working days, if possible, to allow for interested employees to submit letters of interest and/or resumes to the Sheriff. The selection of an employee to receive the specialized training is at the discretion of the Sheriff.
7. 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.
8. 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 20

Position Classifications and Wage Rates

1. By this reference, the position classifications and wage rates set forth in the attached exhibit "A" are incorporated herein and made a part of this Agreement. The salary schedule will increase three percent (3.0%) 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.
- A. Eligible employees will progress through the step system based on the following definition of steps:

Deputy Sheriff

- | | |
|-------------|------------------------------|
| ● Beginning | Entry rate as Deputy Sheriff |
| ● Step 1 | One Year |
| ● Step 2 | Two Years |
| ● Step 3 | Three Years |
| ● Step 4 | Four Years |
| ● Step 5 | Five Years |
| ● Step 6 | Ten Years |
| ● Step 7 | Fifteen Years |
| ● Step 8 | Twenty Years |

Communications Operator

- Beginning Entry rate as Communications Operator
- Step 1 One Year
- Step 2 Two Years
- Step 3 Three Years
- Step 4 Four Years
- Step 5 Five Years
- Step 6 Ten Years
- Step 7 Fifteen Years
- Step 8 Twenty Years

2. All employees classified as Communications Operators will receive a \$.40 shift differential per hour for all shifts except the day shift.
3. All hours of work performed by Deputy Sheriffs in the Correctional Center shall receive an additional forty cents (\$.40) per hour pay premium for such work.
4. A Transport Deputy assigned to the Correctional Division to perform general duties will not receive the \$.40 per hour premium added to their hourly wage rate unless the Transport Deputy is working overtime hours assigned according to Article 6. Such assignment to the Correctional Center shall not exceed four (4) hours. Any hours in excess of four (4) hours shall be filled using the overtime procedure in Article 6.
5. An employee certified as a Field Training Officer (FTO), or if an FTO is unavailable, a deputy assigned to field training duties by his/her supervisor, in the Patrol or Correctional Center divisions shall receive an additional pay premium of one dollar and twenty-five cents (\$1.25) per hour for all hours assigned such field training duties in the FTO program in the Correctional Center, Patrol, and Communications divisions.

Article 21

Group Insurance

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.

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. Effective January 1, 2021, the deductible will be three hundred seventy five dollars (\$375.00) on the single contract and seven hundred fifty dollars (\$750.00) on the family contract. Effective January 1, 2022, the deductible will be four hundred dollars (\$400.00) on the single contract and eight hundred dollars (\$800.00) on the family contract. Effective January 1, 2023, the deductible will be four hundred twenty five dollars (\$425.00) on the single contract and eight hundred twenty five dollars (\$825.00) 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.

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 will be 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 per calendar year. 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 per calendar year.

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.

3. The County's Alliance Select Program requires employees to pay a one hundred dollar (\$100.00) co-pay for emergency room care in a hospital in addition to any other employee costs under the County's Alliance Select Program. Effective July 1, 2021, the emergency room co-pay will be one hundred fifty dollars (\$150.00). Effective July 1, 2022, the emergency room co-pay will be two hundred fifty dollars (\$250.00). The emergency room co-pay does not apply toward the deductible but does apply toward the out-of-pocket maximum of the County's Alliance Select Program. The co-pay will be waived if the employee or family member is admitted to the hospital.
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 and the lifetime maximum for orthodontics is \$2,000.

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.

5. The Employer will pay the monthly premium to provide eligible employees with a \$20,000 life insurance policy; and a maximum supplemental coverage to \$50,000 without underwriting.
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.

7. Each employee upon presentation of the Explanation of Benefit form shall be eligible to be reimbursed once up to seventy-five dollars (\$75.00) during a two (2) fiscal year period for the purchase of vision examinations for that employee.
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).
9. Effective July 1, 2021, a forty dollar (\$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 dollars (\$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.

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 22

Miscellaneous

If an employee in the Sheriff's Office, represented by the Public, Professional and Maintenance Employees, Local 2003, I.U.P.A.T. (either a deputy or a communication operator) and the Conservation Department, represented by AFSCME Local #231 leave their current position and becomes a new hire for the other employer – Conservation Board or Board of Supervisors without a break in employment will bring the following balances and dates of service to their new employer:

1. Employees may carry their accumulated sick leave as of their termination date to the new employer and begin accruing sick leave according to the new labor agreement of the new employer.
2. Employees may carry their accumulated vacation hours as of their termination date to the new employer and, subject to the following, accrue vacation according to the labor agreement of the new employer.
3. Employees may carry their date for continuous years of service from the previous employer for the purposes of accruing vacation and longevity payment with the new employer.
4. Employees may not use their date for continuous years of service for any other reason other than the accrual of vacation and longevity. This limitation includes but is not limited to the transfer, layoff and bumping procedures set forth in the labor agreements with the Linn County Conservation Department and the Linn County Board of Supervisors.

Article 23

Separability and Savings

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 24

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 on 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.
2. During the period of this Agreement, neither the Employer nor the Union will be require to negotiate on any further matters effecting this Agreement or any other matters not specifically set forth in this Agreement.

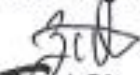
EXECUTED this 2nd day of June 2020.

LINN COUNTY, IOWA

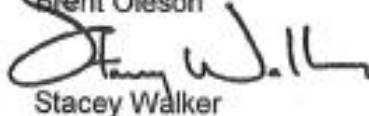
By Its Board of Supervisors:



Ben Rogers



Brent Oleson

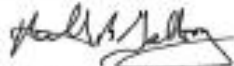


Stacey Walker

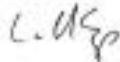
By Its Bargaining
Representatives:



Lisa Powell



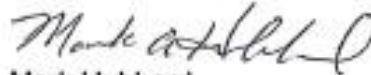
Michael Galloway
Ahlers Law Firm



Lisa Epp

PUBLIC, PROFESSIONAL and
MAINTENANCE EMPLOYEES
LOCAL UNION 2003, I.U.P.A.T.

By Its Representative:



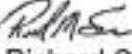
Mark Hubbard
Business Agent

By Its Bargaining Committee:

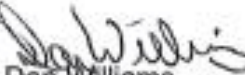
Alan Bennett



Jeff Schulte



Richard Snow



Dan Williams

PPME	FY23	FY23	FY22	FY22	FY21	FY21
	Hrly	Annual	Hrly	Annual	Hrly	Annual
	3.00%		3.00%		3.00%	
Communications Operators						
Beginning	\$25.14	\$52,299	\$24.41	\$50,776	\$23.70	\$49,297
Step 1 - 1 year	\$25.89	\$53,844	\$25.13	\$52,276	\$24.40	\$50,753
Step 2 - 2 years	\$26.61	\$55,344	\$25.83	\$53,732	\$25.08	\$52,167
Step 3 - 3 years	\$27.41	\$57,004	\$26.61	\$55,343	\$25.83	\$53,731
Step 4 - 4 years	\$28.00	\$58,231	\$27.18	\$56,535	\$26.39	\$54,888
Step 5 - 5 years	\$29.03	\$60,390	\$28.19	\$58,631	\$27.37	\$56,924
Step 6 - 10 years	\$30.21	\$62,845	\$29.33	\$61,014	\$28.48	\$59,237
Step 7 - 15 years	\$30.66	\$63,777	\$29.77	\$61,919	\$28.90	\$60,116
Step 8 - 20 years	\$31.58	\$65,690	\$30.66	\$63,777	\$29.77	\$61,919
Deputy Sheriff						
Beginning	\$29.78	\$61,936	\$28.91	\$60,132	\$28.07	\$58,380
Step 1 - 1 year	\$31.10	\$64,686	\$30.19	\$62,802	\$29.31	\$60,973
Step 2 - 2 years	\$32.36	\$67,300	\$31.41	\$65,340	\$30.50	\$63,436
Step 3 - 3 years	\$33.61	\$69,914	\$32.63	\$67,877	\$31.68	\$65,900
Step 4 - 4 years	\$34.89	\$72,573	\$33.87	\$70,459	\$32.89	\$68,407
Step 5 - 5 years	\$36.25	\$75,391	\$35.19	\$73,195	\$34.17	\$71,063
Step 6 - 10 years	\$37.33	\$77,641	\$36.24	\$75,380	\$35.18	\$73,184
Step 7 - 15 years	\$37.90	\$78,823	\$36.79	\$76,527	\$35.72	\$74,298
Step 8 - 20 years	\$39.03	\$81,188	\$37.90	\$78,823	\$36.79	\$76,527
Deputy Sheriff - JAIL						
Includes \$.40 jail premium						
Beginning	\$30.18	\$62,774	\$29.31	\$60,965	\$28.47	\$59,218
Step 1 - 1 year	\$31.50	\$65,520	\$30.59	\$63,627	\$29.71	\$61,797
Step 2 - 2 years	\$32.76	\$68,141	\$31.81	\$66,165	\$30.90	\$64,272
Step 3 - 3 years	\$34.01	\$70,741	\$33.03	\$68,702	\$32.08	\$66,726
Step 4 - 4 years	\$35.29	\$73,403	\$34.27	\$71,282	\$33.29	\$69,243
Step 5 - 5 years	\$36.65	\$76,232	\$35.59	\$74,027	\$34.57	\$71,906
Step 6 - 10 years	\$37.73	\$78,478	\$36.64	\$76,211	\$35.58	\$74,006
Step 7 - 15 years	\$38.30	\$79,664	\$37.19	\$77,355	\$36.12	\$75,130
Step 8 - 20 years	\$39.43	\$82,014	\$38.30	\$79,664	\$37.19	\$77,355