AGREEMENT BETWEEN

POLK COUNTY, IOWA

AND

LOCAL 1868

American Federation of State

County and Municipal Employees

AFL – CIO

2012 – 2017

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ARTICLE I
RECOGNITION

Section 1 - Bargaining Representation

The Employer recognizes the American Federation of State, County, and Municipal Employees, Local 1868, as the exclusive bargaining representative for its bargaining unit Employees as identified in paragraph two (2) hereof, with respect to the negotiable items set forth under Section Nine (9), Scope of Bargaining, of the Iowa Public Employment Relations Act, and other issues as agreed to by the parties.

Section 2 - Bargaining Units

The bargaining units for the purpose of this Agreement consist of all eligible employees of the Polk County Clerical Unit, Secondary Roads Unit, Maintenance/Custodial Unit and Paraprofessional/Professional Unit in the classifications as described in the PERB decision and Order Nos. 126, 227, 276, 339, 597, 768, 1052, 1106, 1147, 1254, 1443, 1770, 2507, 2616, 2699, 2837, 2933, 3074, 3623, and 5540 and any and all job classifications created which are found to be non-exempt classifications under the Iowa Public Employment Relations Act.

ARTICLE II
DUES CHECKOFF

Section 1 - Deduction of Dues

Upon receipt of written authorization from a unit Employee, the Employer agrees to deduct, on a monthly basis, the Union dues of such Employee from his/her pay, and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union, in writing, to receive such deduction. The Union shall notify the Employer, in writing, of the exact amount of such regular membership dues to be deducted, thirty (30) days before such deduction, and within thirty (30) days if said amount changes thereafter.

Section 2 - Agreement to Indemnify

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Section 3 - Continuation of Authorization

All Employees covered by this Agreement, who, as of the effective beginning date of this Agreement are having dues deducted and remitted to the Union, shall not be obligated to resubmit authorization for same, and said dues shall continue to be deducted for the term of this Agreement and all subsequent Agreements.

Section 4 - Termination of Dues Checkoff

Employees may terminate the dues checkoff authorization at any time, by giving thirty (30) days written notice prior to the deduction of same. Such written notice shall be to the Employer, and the Employer shall forward a copy of such notice to the Union.

Section 5 - P.E.O.P.L.E.S. Checkoff

Upon receipt of written authorization from a unit Employee, the Employer agrees to deduct on a monthly basis, an amount so designated by the Employee, for contribution to the P.E.O.P.L.E.S. Committee. Such deduction shall be remitted by the fifteenth (15th) of the succeeding month to the official designated by the Union, in writing, to receive such deduction.

ARTICLE III
HOURS OF WORK

Section 1 - Uniform Hours of Work

The Employer shall establish and post uniform hours of work for occupational groups and shifts. Except in emergency situations, five (5) workdays notice will be given to affected Employees of a change in the schedule of hours to be worked.

Section 2 - Workday

The regular workday shall consist of eight (8) hours, except that it may be interrupted by an unpaid meal period, not to exceed one (1) hour. The regular workday for institutional shift Employees and Employees on flexible work schedules may exceed eight (8) hours per day.

Except in emergency situations, professional Employees shall not be scheduled by the Employer to work a double shift on a regular and continuing basis. It is agreed and understood that professional Employees will perform the duties of their positions in emergencies, on the basis of court orders, and in line with the work load requirements of their position.

Section 2a - Workday (Roads Unit)

The regular workday shall consist of eight (8) hours, except that it may be interrupted by an unpaid meal period, not to exceed one-half (1/2) hour.

Section 3 - Workweek

The regular workweek shall consist of five (5), eight (8) hour days. Institutional shift Employees and Employees on flexible work schedules shall work a comparable duty schedule averaging forty (40) hours per week.

Section 3a - Workweek (Roads Unit)

The regular workweek shall consist of five (5) consecutive eight (8) hour days. However, should the Employer determine the necessity for the implementation of a four (4) consecutive ten (10) hour day workweek, this and all other sections shall be modified to comply with this workweek schedule as previously agreed to by the Employer and the Union. If the establishment of a second and third shift is deemed necessary by the Employer, the Employer shall first consider volunteers for the new shift. If not enough qualified Employees of desired classifications volunteer, the least senior qualified Employees shall be assigned, provided that operational efficiency is maintained. In no case will Equipment Operators assigned to the second and/or

third shift be assigned to snow removal or sanding except in and around the Central Maintenance Facility, unless the Employer has a total call out for an emergency situation.

Section 4 - Rest Periods

All Employees' work schedules shall provide for at least one (1), fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift, whenever it is feasible.

Section 5 - Extended Workday

Employees who are authorized to work overtime, and such overtime is anticipated by the Employer to extend beyond forty-five (45) minutes after the regularly scheduled quitting time, shall be allowed to make a phone call for the purpose of relaying a message to his/her family. Roads Unit employees shall be allowed to make a radio call to the office for the purpose of relaying a message to his/her family. If the Roads Unit Employee, required to work said overtime, does not have the availability of a radio, they shall be granted up to fifteen (15) minutes to notify family of said overtime.

Employees called in more than four hours prior to their regular work shift or who are called in on weekends shall have the right to a one-half (1/2) hour paid meal break. Employees working additional hours at the end of their regular work shift shall have the right to take a paid meal break at the end of each four (4) consecutive hours of overtime worked. The meal break shall not be considered as time worked except where the Employee's overtime work extends at least forty-five (45) minutes beyond the designated meal break. For the purpose of this section weekend shall be defined as the Employee's Saturday and Sunday.

Section 6 - No Guarantee of Hours or Days

Nothing herein shall be construed as a guarantee of the number of hours of work per day or per duty schedule, or number of days per duty schedule.

Section 7 - Flextime

The department head shall arrange with Employees flexibility in the regular workday schedule, except where operational efficiency cannot be maintained.

ARTICLE IV
OVERTIME

Section 1 - Rate of Pay

Time and one-half the Employee's regular hourly rate of pay, or compensatory time off, as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hour.

An Employee may elect to be compensated for overtime work in pay or compensatory time. The Employee shall make his/her selection according to procedures established by the Employer. If an Employee elects to take pay, it shall be granted by the end of the subsequent pay period in which it was accrued. The Employer's compliance with this Section is contingent upon the availability of appropriated funds to each department. If the department head is unable to meet the requirements of this Section due to a lack of appropriated funds, compensatory time shall then be used as payment for overtime work. If an Employee elects to take compensatory time, it shall be used in accordance with Section 4 as outlined below. Professional Employees, excluding Attorneys, shall not receive overtime premiums, but shall be eligible to receive compensatory time at the rate of one hour for every hour worked, with a maximum accumulation of fifty (50) hours.

Section 2 - Weekly

Weekly, all work performed in excess of forty (40) hours in any workweek.

Section 3 - Sunday

Double time shall be paid for all work performed on Sunday which is not a part of the Employee’s regular workweek. Employees with irregular work schedules shall be paid double time for all work performed on the day off immediately preceding the commencement of their regular work schedules.

Section 4 - Use of Compensatory Time

If compensatory time off is used as a method of paying for overtime work, the rate of compensation shall be one and one-half (1-1/2) hours compensatory time off for each hour of overtime worked. An Employee may request and be granted his/her accrued compensatory time off, provided that the Employer and Employee mutually agree on a convenient time. An Employee may not accumulate more than eighty (80) hours of compensatory time off. After an

employee has accrued eighty (80) hours of compensatory time, all overtime and/or holiday accrual hours shall be paid at the appropriate premium hourly rate.

All accumulated compensatory time in excess of forty (40) hours shall be liquidated and paid to the Employee in the final paycheck of the calendar year and the final paycheck of the fiscal year, except for employees of the Health Department and employees of the Public Works Department, Roads Division.

All accrued compensatory time in excess of forty (40) hours, for employees of the Public Works Department, Roads Division, shall be liquidated and paid to employees once per fiscal year in the paycheck that includes October 1. All accrued compensatory time in excess of forty (40) hours, for employees of the Health Department shall be liquidated and paid to employees once per fiscal year in the final paycheck of the fiscal year.

Section 5 - Overtime Equalization

Overtime work shall be distributed equally to Employees working within the same job classification at the same job site. The distribution of overtime shall be equalized after six (6) months commencing on July 1st, except for Public Works Department, Roads Division. Public Works Department, Roads Division shall equalize overtime on an annual basis as of May1st each year. If overtime is not substantially equal over each equalization period, the Employer shall equalize overtime by awarding the affected Employee compensatory time or pay equaling the overtime the Employee lost by not being provided equal overtime opportunity. As used in this Article, substantially equal is defined as within ten (10) hours of the average overtime of all Employees within the same job classification at the same job site. Calculation of average overtime shall not include refused overtime.

Except in emergencies that preclude the procedure, the opportunity to work overtime shall be offered to the Employee within the job classification at each job site who has the least number of overtime hours to his/her credit at that time. The Employer shall not be required to break in on work in progress or change an Employee's shift to maintain an equitable balance of overtime opportunities. Building Technicians shall be considered as working at one job site for the purposes of equalizing overtime.

If an Employee does not accept the offered overtime, the hours offered shall be considered as overtime refused. If an employee is not available to work overtime, then the average number of overtime hours worked by available employees shall be considered overtime refused. An Employee is considered not available if he/she is on paid or unpaid leave on the date the

overtime is worked and would have been offered the overtime. Overtime refused shall not be considered hours subject to overtime equalization, but shall be utilized for purposes of overtime distribution.

If the overtime offer is refused, the Employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required number of qualified Employees have been selected for the overtime work. If the above procedure does not provide for an adequate number of Employees, the least senior qualified Employee shall be required to work. Newly transferred/promoted or newly hired employees shall be credited with the average number of overtime hours worked by current employees following their date of transfer/promotion or hire.

Employees of the Public Works Department, Roads division shall notify the Employer in writing that they will not be available for overtime work, whenever possible. If an employee has not notified the Employer in writing that they will not be available and if the Employer is unable to contact the employee, as verified by phone record that they attempted to do so, then the employee will be recorded as having refused to work overtime. The parties recognize that snow removal is an essential function of the Public Works Department.

Section 6 - Records

A record of overtime hours worked or turned down by each Employee will be maintained by the department head and made available for inspection upon request by the Employee or Union.

Section 7 - Prior Approval Required

Any work performed outside the Employee's regularly scheduled work shift must have prior approval of the immediate supervisor, as designated by the department head, to qualify for overtime pay as outlined in this Article.

Section 8 - Computation of Overtime

For purposes of the computation of overtime, all paid time shall count as time worked.

Section 9 - Right to Require Overtime

Nothing herein shall be construed as a limitation on the Employer's right to require overtime work.

Section 10 - No Pyramiding of Premium Rates

Overtime shall not be paid more than once for the same hour's work. There shall be no pyramiding of premium rates for the same hour's work.

ARTICLE V
CALL TIME

Section 1 - Purpose and Eligibility

Call time is intended to compensate an Employee for making a special trip to work. To qualify for call-in pay, the Employee's call time work cannot be contiguous either before or after his/her regularly scheduled work shifts.

Section 2 - Rate

A regular full-time Employee shall be guaranteed two (2) hours of call time at the rate of one and one-half (1-1/2) times his/her straight time hourly rate, in pay or compensatory time off.

Section 3 - Prescheduled Staff Meetings Excluded

Prescheduled staff meetings, not within the category of call time shall be at the regular time rate.

Section 4 - Professional Employees Excluded

Professional Employees shall not be paid call time premium.

ARTICLE VI
SENIORITY

Section 1 – Definition

Seniority is the length of a regular full-time Employee's continuous service with the County, calculated after the expiration of the probationary period from the Employee's most recent date of hire or rehire. Except for service in an excluded or exempt position, seniority is accrued and shall be applied on a County-wide basis.

Service with the County in an excluded or exempt position shall not be applied in calculating seniority for application to the provisions contained in this Agreement except for the calculation of vacation and sick leave.

An Employee who is transferred, for whatever reason, from an excluded or exempt position to a position covered by the terms of this Agreement and who had previously occupied a position covered by the terms of this Agreement, shall have his/her previous service time in the included position re-established without loss and applied to his/her seniority for application to the provisions contained in this Agreement.

Section 2 - Probationary Employees

A new Employee shall be on probation and have no seniority rights or recourse to the grievance procedure, except as described in Article XVII, Section 9, for a period of six (6) months from the date he/she commences work in a full-time position; and if retained, seniority shall be calculated from the first date of hire or rehire. It is expressly understood that periods of unpaid leave in excess of a cumulative total of thirty (30) days shall be added to the Employee's date of hire or rehire for purposes of calculating seniority and probationary period.

Section 3 - Seniority List

The seniority list on the date of this Agreement shall show the name and job classification of all bargaining unit Employees. The Employer shall update seniority lists no less than once every ninety (90) days.

Section 4 - Loss of Seniority Rights

An Employee shall lose his/her seniority rights and the employment relationship shall be broken and terminated under the following conditions:

A. Quits or retires.

B. Is discharged and the discharge is not reversed through the grievance procedure.

C. Engages in other work while on a paid leave of absence, worker's compensation or disability; or gives a false reason for obtaining a leave of absence, or overstays a leave of absence, unless evidence satisfactory to the Employer is presented, clearly establishing that the Employee was physically unable to give notice of return.

D. Is absent for one (1) day without notice to the Employer, unless evidence satisfactory to the Employer is presented, clearly establishing that the Employee was physically unable to give such notice.

E. Fails to report ready for work at the end of a leave of absence.

F. Fails to report ready for work within five (5) calendar days after having been notified to return to work following layoff.

G. Is laid off "out the door" for a period exceeding eighteen (18) continuous months

Section 5 - Seniority Accrual During Unpaid Leaves of Absence

Regular full-time Employees shall accrue seniority for the first six (6) months of an approved, unpaid leave of absence.

Section 6 - Resolving Conflicts in Seniority

Where two (2) or more Employees are appointed to full-time positions in the same bargaining unit on the same day, and none has served in a part-time capacity with the County for the year immediately preceding the appointment, conflicts in seniority shall be resolved by the last four (4) digits of the Employees' Social Security Numbers, with the Employee having the lower number being considered as having greater seniority. If any of these Employees have served in a part-time capacity, the Employee with the greater amount of time actually served shall be considered as having the greater seniority. Part-time service in calculating seniority or any other benefit shall only be considered as it applies to this specific Section, and only when it is necessary to resolve conflicts in seniority.

Section 7 - Part-time Employees

A Part-time Employee is an Employee in a permanent position who is budgeted to work less than forty (40) hours per week. Employees who are budgeted to work an average of twenty four (24) or more, but less than forty (40) hours per week shall receive the following benefits:

A. Seniority benefits for part-time Employees, except for holiday pay and insurance, shall be pro-rated to reflect the ratio between the Employee's regular scheduled hours and eighty (80) hours or 2,080 hours where applicable.
B. Holiday pay will be equal to the number of hours the Employee would have been scheduled to work if the observed holiday had not been a day off.
C. Insurance benefits shall be provided to the same extent and costs as regular full-time Employees.
D. Movement through pay plans as described in the attached Appendix B and Appendix D.

Permanent part-time Employees who are budgeted to work less than twenty four (24) hours per week shall be allowed to purchase group health, dental, and vision insurance coverage for themselves and their dependents at the County's group rates.

Employees who work twenty four (24) hours per week or more for more than one (1) fiscal quarter shall be deemed as being budgeted for more than twenty four (24) hours and eligible for applicable benefits.

Permanent part-time Employees shall be eligible to bid on posted full-time bargaining unit vacancies pursuant to the transfer and promotion provisions of Article VII. However, where permanent part-time and full-time bargaining unit employees apply for transfer, promotion, and/or hire for a true vacancy in a full-time bargaining unit position, and all other qualifications such as ability, experience, training and aptitude are substantially equal, then preference shall be given to the full-time Employee, notwithstanding the seniority of the part-time Employee.

A Part-time Employee's length of active and continuous service with the County shall be adjusted on a pro-rata basis from the Employee's most recent date of hire. The length of service will be calculated on the basis of the ratio between the Employee's budgeted hours and 2080 hours. Active and continuous county employment shall be used solely for the purpose of calculating vacation accrual, sick leave pay-out, and disability income eligibility, unless provided otherwise. Consecutive years or years of service as used herein refers to an Employee's adjusted length of service.

ARTICLE VII
TRANSFER AND PROMOTION

Section 1 - Transfer/Promotion Procedure

A. The Employer shall have the authority to fill a vacancy or vacancies. The Employer shall not be obligated to transfer, promote, and/or hire any Employee or applicant deemed not qualified.

B. The term promotion, as used herein, means the advancement of an Employee to a higher paying job classification. The term transfer, as used herein, means the movement of an Employee to an equal or lower paying job classification.

C. Whenever a true job opening occurs, other than a temporary opening, in any existing bargaining unit position, or as a result of the development or establishment of a new bargaining unit position, a notice of such opening shall be posted according to Article VII, Section 6, of this Agreement.

D. During this period, Employees who wish to apply for the vacant position, including Employees on layoff, may do so. The application shall be submitted according to Article VII, Section 2, of this Agreement.

E. If more than one (1) application for transfer, promotion, and/or hire is received for a true vacancy in a bargaining unit position, and all other qualifications such as ability, experience, training, and aptitude are substantially equal, seniority shall be considered as a distinguishing factor. However, experience gained in temporary transfers shall not be considered.

F. The Employer need not consider seniority with regard to the following applicants, and no transfer, promotion, and/or posting grievance can be forthcoming from applicants who:

   (1) Are serving new hire probation.

   (2) Have been voluntarily transferred/promoted within the six (6) month period immediately before making application for another transfer/promotion.

G. If an Employee's application for transfer/promotion is rejected for any reason in filling a vacant bargaining unit position, then the Employer shall notify the Employee in writing at least two (2) working days prior to the appointment.

H. Pay Upon Promotion: Upon receiving a promotion, the Employee shall receive a five percent (5%) increase, or the pay rate commensurate with the Minimum of the higher job classification, whichever is higher. The promotion shall be effective as of the beginning of the payroll period following Board approval of the promotion.

Section 2 - Transfer/Promotion Application

Any request for transfer/promotion shall be submitted to the Human Resources Department in writing by the Employee on forms provided by the Employer.

Section 3 - Probationary Period For Transferred/Promoted Employees

If, after a reasonable lapse of time, not exceeding sixty (60) workdays, the transferred/promoted Employee fails to perform satisfactorily the duties of the position to which he/she was transferred/promoted, the Employer may remove said Employee and return him/her to his/her former job and salary prior to transfer/promotion.

Employees being transferred/promoted from one County department to another County department shall serve a probationary period of one hundred twenty (120) workdays. If the Employee fails to perform satisfactorily the duties of the position to which he/she was transferred/promoted, the Employer may remove said Employee and return him/her to his/her former job and salary prior to transfer/promotion.

Section 4 - Downward Transfer

Downward transfers may be imposed by the Employer in disciplinary and/or hardship cases. In all such cases, the rate of pay shall be established by the County Director of Human Resources after reviewing the reasons for downward transfer, but in no case shall the rate of pay fall below the Minimum, nor above the Maximum of the grade of the newly assigned position.

Section 5 - Temporary Transfers

The Employer shall have the authority to temporarily transfer Employees from job to job where deemed necessary, and nothing herein shall be construed as a restriction on this authority. Such temporary transfer shall not result in a reduction of the regular pay rate of the transferred Employee, and an Employee temporarily transferred to a higher paying job classification, shall receive the Minimum for same, or a five percent (5%) pay increase, whichever is higher, provided that such increase does not exceed the Maximum of said classification, and such temporary transfer extends beyond five (5) consecutive workdays. Abuse of the intent of the foregoing shall be subject to the grievance procedure.

A temporary transfer shall be defined as a period of time of up to thirty (30) workdays, except such transfers may be for a period of time of up to six (6) months if a vacancy is created as a result of an approved leave of absence, and may be extended beyond six (6) months if the approved leave of absence is also extended.

This Section shall apply to any Employee covered by this Agreement who is temporarily transferred into a State position of a higher classification than that which the Employee holds with the County, provided that the County Director of Human Resources, based on the standards utilized by the County to rate duties and responsibilities and assign classifications and grades, determines that the State position is a higher classification.

Section 6 - Posting Procedures

A true vacancy in an existing bargaining unit position shall be posted County-wide by the Human Resources Department. A true vacancy is defined as one that the Employer desires to fill. A Notice of Job Vacancy shall be forwarded to the Human Resources Department by the department in which the true vacancy exists. The Human Resources Department shall then distribute the Notice of Job Vacancy for posting on all bulletin boards in all work areas of all departments. The Notice of Job Vacancy shall be posted for five (5) workdays from the date the Vacancy Notice is posted by the Human Resources Department, during which time Employees may make written transfer/promotion application. All postings shall include the location of the vacancy, the hours of work (if other than the norm), and the Requirements of Work as contained in the latest edition of the County's Position Description Manual. It is agreed that the County Human Resources Department shall have the right to establish and revise the Nature of Work, Examples of Duties, and Requirements of Work necessary for each position in the County's Position Description Manual. Effective July 1, 2012, the Employer will state clearly on any posting that is funded through grant monies that the position is a “grant funded” position. A grant funded position is one funded by at least fifty percent (50%) of the source funding received through grant monies.

Section 7 - Posting Requirements Following Successful Transfer

The posting requirements in this Article shall be limited to the original true vacancy and two (2) subsequent true vacancies resulting from the filling of the original true vacancy.

If the Employer chooses to fill any subsequent vacancy, resulting from the filling progression of the original true vacancy, the Employer may do so either by transfer or by new hire, without regard to further posting.

Section 8 - Reclassification

1. The term reclassification as used herein, means the change of an Employee's classification to a new pay grade.

2. Pay upon reclassification: Upon receiving a reclassification to a higher grade, an Employee shall receive a five percent (5%) increase, or pay rate commensurate with the Minimum level in the higher grade whichever is greater. If a downgrade occurs, the rate of pay shall be equivalent to the Employee's pay rate prior to the downgrade, but in no case shall the rate of pay exceed the Maximum of the new grade. The reclassification shall be effective at the beginning of the payroll period following Board approval of the reclassification.

ARTICLE VIII
LAYOFF AND RECALL

Section 1 - Temporary Layoff

The Employer has sole discretion to determine the necessity for and implementation of temporary layoff of the work force. Temporary layoffs of thirty (30) consecutive calendar days or less are not subject to the provisions as contained in this Article governing permanent layoffs, and temporary layoffs shall be administered according to procedures established by the Employer. To qualify for temporary layoff, the official notice must state temporary layoff and must indicate specific dates and times that the temporary layoff shall begin and end. The temporary layoff period of time shall not exceed thirty (30) consecutive calendar days per occurrence. All other notices shall be determined to be notices of permanent layoff. Temporary layoffs shall not be subject to the grievance procedure.

Section 2 - Benefits While on Temporary Layoff

Upon receipt of notice and during periods of temporary layoff, Employees shall not be entitled to use earned, unused vacation, sick leave, or any other earned, unused leave; nor shall Employees accrue vacation, sick leave or any other leave benefits during the period of temporary layoff.

During periods of temporary layoff, seniority shall be accrued, and the Employer shall pay the Employer's share of the cost of insurance premiums for the Employee as provided for in Article XV. The Employee's share of the cost of such insurance premiums, if any, must be paid by the Employee through payroll deduction or, if this is not possible, by direct payment to the Employer. Failure on the part of the Employee to make timely, direct payment as required by the Employer shall be cause for immediate cancellation of such insurance coverage.

Section 3 - Recall from Temporary Layoff

An Employee on temporary layoff must be recalled and return to work no later than the thirty-first (31st) consecutive calendar day from the date the temporary layoff started. An Employee recalled from temporary layoff shall return to his/her former position and salary, if physically qualified, or to another equivalent position and salary in accordance with his/her qualifications and ability. Upon recall from temporary layoff, the Employee shall have restored all earned, unused vacation, sick leave and any other earned, unused leave that existed prior to his/her temporary layoff, unless this would violate other provisions of this Agreement.

Section 4 - Permanent Layoff

Effective July 1, 2012, newly hired employees hired into a grant funded position shall not be subject to this section and thereby not subject to the provisions of this article. The Employer has sole discretion to determine the necessity for and implementation of a permanent layoff of the work force. Except in cases of emergency, notice of permanent layoff will be given at least ten (10) workdays in advance of the layoff. If a layoff is deemed necessary by the Employer, it will be administered according to an Employee's County-wide seniority. The Employee(s) laid off first shall be the Employee(s) with the least County-wide seniority occupying the job classification(s) within the fund affected, provided that operational efficiency and affirmative action are maintained. The determination of the order of layoff is subject to the grievance procedure at Step Three.

Regular full-time bargaining unit Employees designated for layoff may, in lieu of layoff, elect to exercise one of the following options although such options, must be exercised in the order listed. Failure to exercise the options in the order listed will result in automatic layoff. An Employee designated for layoff and who desires to exercise one of the following options must notify the County Human Resources Department within five (5) workdays of receipt of layoff notice. Failure to notify the County Human Resources Department in the time frame required shall amount to a waiver of the Employee's right to exercise any of the following options and will result in automatic layoff.

For the purpose of exercising the following options, if a true vacancy exists at the option level being exercised, the Employee notified of layoff shall first be given the opportunity to fill the true vacancy before displacing another Employee, provided the Employee notified of layoff has the qualifications and ability to perform the job, the true vacancy is not an excluded position, and operational efficiency is maintained.

Options for Displacement

A. The Employee with the least County-wide seniority in the same job classification from which the Employee was laid off.

B. Whichever one, but not both, of the following that would result in the highest grade job classification for the Employee notified of layoff. If the job classification grades are the same, the Employee notified of layoff must exercise the first option listed.

   1) The Employee with the least County-wide seniority in a job classification previously held by the Employee.

or

2) The Employee with the least County-wide seniority in any job classification within the classification series.

C. The Employee with the least County-wide seniority in any job classification within the classification series in the same bargaining unit from which the Employee was laid off until all job classifications in the classification series have been exhausted.

D. If none of the options outlined in A through C above can be exercised, it shall result in the Employee with the least County-wide seniority occupying the job classification within the fund affected being laid off.

Any Employee who elects to and who is permitted to fill a true vacancy or displace another Employee under any of the options listed above, shall retain his/her current rate of pay unless such rate of pay exceeds the Maximum of the newly occupied position/classification, in which case his/her pay shall be reduced to the Maximum.

Section 5 - Classification Series

For an explanation of classification series see Appendix C.

Section 6 - Benefits While on Permanent Layoff

An Employee permanently laid off by the Employer shall be paid for his/her vacation, personal days, compensatory time, and applicable percentage of accrued sick leave provided these amounts do not exceed the maximum accumulations of such benefits as provided for in this Agreement or by work rules. Such payment shall be made no later than the end of the subsequent pay period from the effective date of the actual layoff. Seniority shall accrue only during the first six (6) months while on permanent layoff.

Premiums for insurance normally paid by the Employer as provided for in Article XV shall be paid in full by the Employee during periods of permanent layoff, if the laid-off Employee elects to continue coverage. Failure to make timely payment as required by the Employer shall be cause for immediate cancellation of such insurance coverage.

Section 7 - Recall from Permanent Layoff

Employees on layoff shall be recalled in the reverse order of their layoff from the job classification which they were laid off.

Employees on layoff shall be offered recall before a new Employee may be hired within the series classification, from which the Employee was laid off, if such opening becomes available within eighteen (18) months of the date of such layoff.

Employees who exercise their bumping privilege shall be allowed to return to their job classification from which they were originally laid off, provided that the position becomes available within eighteen (18) months.

An Employee to be recalled from a layoff shall be so notified as far in advance as possible by certified mail, return receipt requested, mailed to his or her last address as shown in the Employer's records. Any Employee so called back to work must return within five (5) consecutive calendar days after receiving such notice, or at the time and date indicated in the notice, whichever is later. Any Employee failing to do so shall automatically lose his/her seniority rights and shall be terminated. An Employee shall be considered as having received notice of the recall as of the date such notice is delivered to his/her last known address, as reflected by the Employer's records. It is the Employee's responsibility to keep the Employer informed of his/her current address. Probationary, part-time, and seasonal Employees have no recall rights.

An Employee recalled shall have restored to his/her records the amount, if any, of earned, unused sick leave that he/she had accumulated immediately before layoff. Restoration of vacation leave shall be on a prorated anniversary year basis in accordance with the adjusted date of hire, if appropriate, and according to procedures established by the Director of Human Resources. Such restoration of benefits out-lined above shall only be applied to Employees who are recalled from permanent layoff and shall not be applied to the Employees rehired by the County.

Section 8 - Restriction on Use of Part-Time Employees

Except for temporary layoffs and/or layoffs of CETA/PSE participants, no temporary or part-time Employees working in excess of thirty (30) hours per week will perform the same job duties of laid-off Employees within the same bargaining unit within the same department. This Section shall not apply if the laid-off Employee(s) refuses to exercise bumping procedures outlined in Section 4; and shall not apply in short-term situations (such as elections) which demand use of temporary Employees. No routine extra help Employee will perform the duties of laid off Employees.

ARTICLE IX

HOLIDAYS

Section 1 – Designated Holidays

The following shall be recognized as paid holidays:

New Year's Day	The 1st day of January
Martin Luther King, Jr. Day	The 3rd Monday in January
President's Day	The 3rd Monday in February
Memorial Day	The last Monday in May
Independence Day	The 4th day of July
Labor Day	The 1st Monday in September
Veterans Day	The 11th day of November
Thanksgiving Day	The 4th Thursday in November
Friday after Thanksgiving	The 4th Friday in November
Christmas Eve Day	The 24th day of December*
Christmas Day	The 25th day of December
Day after Christmas	When Christmas Day falls on Thursday

- The Christmas Eve and Christmas days are observed as follows:

When Christmas Day falls on a Sunday the following shall apply; Christmas Eve will be observed on Friday, Christmas Day will be observed on Monday.

When Christmas Day falls on a Monday the following shall apply; Christmas Eve will be observed on Friday, Christmas Day will be observed on Monday.

When Christmas Day falls on a Tuesday the following shall apply; Christmas Eve will be observed on Monday, Christmas Day will be observed on Tuesday.

When Christmas Day falls on a Wednesday the following shall apply; Christmas Eve will be observed on Tuesday. Christmas Day will be observed on Wednesday.

When Christmas Day falls on a Thursday the following shall apply; Christmas Eve will not be observed but the following Friday will be observed as a holiday.

When Christmas Day falls on a Friday the following shall apply; Christmas Eve will be observed on Thursday, Christmas Day will be observed on Friday.

When Christmas Day falls on a Saturday the following shall apply; Christmas Eve will be observed on Friday, Christmas Day will be observed on Monday.

In addition to the holidays enumerated above, any other day declared to be a holiday by the County Board of Supervisors shall be deemed a holiday the same as if enumerated above.

Section 2 – Holidays Occurring on Weekends

In those cases in which the holiday falls on a Saturday, it shall then be observed on the preceding Friday; and in those cases in which the holiday falls on a Sunday, it shall be observed on the following Monday, with the exception of Christmas Eve day and Christmas day, which are to be observed as described in Section 1 of this Article. Employees in continuous operations or with irregular work schedules shall observe the actual day, including Christmas Eve day and Christmas day. When a holiday occurs during a leave of absence for which an Employee received compensation, the holiday will not be counted as part of the leave of absence.

In the event a holiday falls on an uncompensated day off of an Employee in continuous operations or with an irregular work schedule, the Employee shall receive eight (8) hours pay in lieu of the Holiday.

Section 3 - Rate of Pay

All regular full-time Employees shall be paid at the Employee's straight time hourly rate for eight (8) hours for each of the holidays set forth which they are actively employed. An Employee who works between the hours of 12:00 a.m. and 11:59 p.m. on any recognized holiday shall be paid two (2) times the Employee's straight time hourly rate for hours worked, in addition to the Employee's holiday pay.

All regular full-time Employees required to work on any recognized holiday shall have the choice of pay or compensatory time for all hours worked. The Employer's compliance with this Section is contingent upon the availability of appropriated funds to each department

Section 4 - Eligibility for Holiday Pay

To be eligible for holiday pay, an Employee shall work or be on approved paid leave, his/her last scheduled workday immediately before, and his/her first scheduled workday immediately following each holiday.

If an employee’s regularly scheduled work day for a holiday is less than or more than eight (8) hours then the following shall apply.

A. Employees regularly scheduled to work more than eight (8) hours on the day a holiday is observed shall be entitled to time off with pay at the employee’s straight time hourly rate for the hours the employee is scheduled to work on the holiday.

B. Full-time Employees regularly scheduled to work less than eight (8) hours on the day a holiday is observed shall be entitled to time off with pay at the employee's straight time hourly rate for the hours the employee is scheduled to work on the holiday, and for the hours on the preceding work day that, when combined with the holiday hours, totals eight (8) hours.

ARTICLE X
VACATION

Section 1 - Eligibility and Accrual

Regular full-time Employees in active County employment who have completed at least six (6) months of continuous service and who have successfully completed their probationary period, shall be eligible for vacation leave after the pay period in which it is accrued. Vacation leave shall accrue at the following rates:

A. Two (2) weeks (80 hours) per year through four (4) completed consecutive years of employment.
B. Three (3) weeks (120 hours) per year after four (4) through ten (10) completed consecutive years of employment.
C. Four (4) weeks (160 hours) per year after ten (10) through eighteen (18) completed consecutive years of employment.
D. Five (5) weeks (200 hours) per year after eighteen (18) completed consecutive years of employment.

Active County employment for purposes of calculating vacation shall include all regularly scheduled employment hours and hours while on approved paid leave of absence. Vacation shall not accrue during periods of approved unpaid leaves of absence, layoff, or suspension, unless the suspension is reversed through the grievance procedure.
Vacation leave may not be accumulated in excess of two hundred forty (240) hours.

Section 2 – Administration

Scheduling of vacation shall be under the direction of the department head, in cooperation with the Employee. Vacation request may be submitted anytime through out the year.

Seniority shall be the determining factor in granting all vacation requests submitted between Jan. 1st and March 31st each year. Such request may be for a time period that includes Jan. 1st through April 14th of the following year. An Employee's request to use accrued vacation leave, submitted to the department head between Jan. 1st and March 31st of the current year, shall be answered within the first ten (10) working days following March 31st. In the event that an Employee's request for accrued vacation is submitted after March 31st, or if the request is for anytime between Jan. 1st and April 14th of the current year, the Employee shall be entitled to

accrued vacation; however, seniority shall not be the determining factor in scheduling vacation. Such vacation request will be answered within a minimum of ten (10) working days from the date of receipt unless such requests are for a time sooner then ten (10) working days from the date of submission.

No vacation shall be taken, except in accordance with a schedule approved in advance. In all cases of vacation scheduling operational efficiency must be maintained.

Regular full-time Employees shall accrue vacation, but shall be ineligible to use such vacation until they have completed at least six (6) months of continuous service. In the event of separation prior to completion of six (6) months of continuous service, he/she shall be ineligible for vacation, either in time off or in payment. After the completion of at least six (6) months continuous service, all regular full-time Employees are eligible for vacation accrual payment upon termination, resignation, and/or layoff (except temporary layoff). Such payment shall only be up to and including their last day of actual work at the work site. Payment shall be a lump sum payment due the first pay period following termination, resignation, and/or layoff. Any Employee who retires, terminates, resigns, or is laid off shall not be eligible for holiday pay, sick leave, vacation, or professional leave accrual beyond their last day of actual work at the work site. Accrued leave benefits, for purposes of this Section, do not extend the Employee's work time with the County beyond their last day of actual employment at the work site.

Section 3 - Other Uses

An absence due to sickness, injury or disability in excess of that authorized for such purpose shall, at the written request of the Employee, be charged against accrued vacation allowance.

Section 4 - Payment Upon Termination

In the event of the death or retirement of an Employee, the amount of wages due shall include all unused earned vacation leave allowance. For purposes of this Section, the death of an Employee shall be considered a termination of employment, which shall require payment of such vacation leave allowance as might be payable for any other termination. If said termination of employment shall be due to the death of an Employee, such vacation leave allowance shall be paid to the estate of the deceased Employee, if such estate be open for

probate. If no estate is open, the allowance shall be paid to the surviving spouse, if any, or to the legal heir(s) if no spouse survives.

Section 5 - Rate of Payment

The rate of vacation pay shall be at the Employee's current straight time hourly rate of pay immediately before vacation.

Section 6 - Restrictions on Accrual

Vacation credits shall not accrue during unpaid leaves of absence and layoffs.

Section 7 - Holiday Credit

When a holiday occurs during an Employee's assigned vacation, and the Employee is otherwise entitled to the holiday, it shall not be counted as part of the Employee's vacation time.

Section 8 - Rescheduling of Vacation

Any Employee who is hospitalized or undergoes out-patient surgery during his/her scheduled vacation shall, upon a physician's certification, have the right to request rescheduling of that portion of his/her vacation lost as a result of out-patient surgery or hospitalization. Vacation shall be rescheduled under the direction of that department head, in cooperation with the Employee.

Section 9 - Charged by Actual Hours Used

Vacation leave shall be charged by actual hours used, in one-half (1/2) hour increments. Vacation leaves of more than one (1) hour shall be charged to the next higher one-half (1/2) hour, except in no case shall the change exceed the amount of the Employee's regular workday when vacation is used by the day. No Employee shall be entitled to use vacation leave in excess of the amount he/she has accumulated. Vacation leave shall not be posted or available for use during the pay period in which it is accrued.

ARTICLE XI
UNPAID LEAVES OF ABSENCE

Section 1 - Eligibility Requirements

Regular full-time Employees shall be eligible for unpaid leaves of absence after completing at least six (6) continuous months of service.

Section 2 - Limited Leave Without Pay

A department head may authorize leave without pay for a period not to exceed a total of ten (10) workdays in any fiscal year. Such requests shall be answered within twenty-four (24) hours of the time the request is submitted.

Employees returning from authorized leaves of absence without pay of ten (10) workdays or less, shall return to their former job, if physically qualified.

Section 3 - Application for Leave

Any request for unpaid leave of absence, greater than or in addition to the limited leave (as addressed in Section 2), shall be submitted, in writing, by the Employee on forms provided by the Employer. Such forms shall be submitted to the department head for recommendation, then forwarded to the Human Resources Department within five (5) workdays. The application for leave shall be approved or disapproved by the Board of Supervisors. An answer to the initial request will be given to the Employee within two (2) weeks from the date the request was submitted, whenever possible.

Section 4 - Long Term Leave Without Pay

The Board of Supervisors has discretion to authorize special leaves of absence without pay for any period up to six (6) consecutive calendar months. Such leaves include, but are not limited to educational, Union, and public official leave. Such leaves may be renewed for additional periods of up to six (6) consecutive calendar months upon the request of the Employee, if agreed to by the Board of Supervisors.

Employees returning from authorized leaves of absence without pay of more than ten (10) workdays shall return to their former job, if physically qualified and the position is vacant, or to another equivalent position in accordance with his/her qualifications and ability.

Section 5 - Extended Sick Leave of Absence Without Pay

An Employee whose request for unpaid leave is due to a serious health condition, but is otherwise not eligible for Family and Medical Leave Act Leave, shall commence leave when the Employee's physician certifies he/she is medically unable to perform his/her job duties. Leave shall terminate after six (6) months or when the Employee's physician certifies he/she is able to return to his/her regular duties, whichever occurs first.

The Employer retains the right to obtain a second opinion from another physician, at the expense of the Employer, from which a final determination shall be made for commencement or termination of leave. An Employee requesting an unpaid medical leave of absence due to serious health condition and not subject to the Family and Medical Leave Act agrees to the release of all information to which the Employee has access to concerning the Employee's physical or mental condition relative to the request for unpaid leave and further waives any privilege for the release of the information.

Section 6 - Benefits While on Unpaid Leave of Absence

An Employee granted an unpaid leave of absence, not otherwise subject to Family and Medical Leave provisions, shall not be eligible for any benefit, unless otherwise specified, during the period of their unpaid leave of absence.

Section 7 - Parental Leave

An Employee, not otherwise eligible for Family and Medical Leave due to a birth or adoption, shall be eligible for unpaid parental leave.

Written application shall include a statement from the attending physician indicating the date the Employee who has given birth to a child is capable of returning to employment; or for a father or for an Employee who has adopted a child, a certified record of the date of the birth or adoption of the child.

Parental leave for an Employee who has given birth to a child may commence on the date the Employee's physician certifies the Employee is physically capable of resuming her normal duties. Parental leave for Employees who have become parents of a newborn child or for parents who have adopted a child shall not exceed thirty (30) calendar days and entitlement to leave shall expire within ninety (90) calendar days of the birth or adoption of the child.

Section 8 - Insurance Benefits While on Unpaid Leave of Absence

Premiums for insurance normally paid by the Employer shall be paid in full by the Employee during an approved, unpaid leave of absence, which is not part of Family and Medical Leave, if the Employee elects to continue coverage. Such leaves include, but are not limited to education and public official leave. Employees on approved unpaid parental leave and unpaid sick leave of absence which is not part of Family and Medical Leave will pay their own insurance premiums after the first ninety (90) calendar days of absence.

Section 9 - Return From Leave Without Pay

Upon return from leave of absence without pay, exceeding ten workdays, the Employee shall return to his/her former position, if physically qualified, and if the position is vacant, or to another equivalent position in accordance with his/her qualifications and ability.

Section 10 - Family and Medical Leave

Employees shall be eligible for leaves of absence authorized/guaranteed under the Family and Medical Leave Act. The Act provides for certain guaranteed leaves of absence and in many circumstances, the ability to stay on the Employer's insurance programs during the leave. Requests for leave under the Family and Medical Leave Act shall be administered in accordance with the rules and procedures established in the County Administrative Policy on the Family and Medical Leave Act.

ARTICLE XII
PAID LEAVES OF ABSENCE

PART A. SICK LEAVE

Section 1 - Eligibility

Regular full-time Employees contracting or incurring any sickness or disability which renders such Employees unable to perform the duties of his/her employment, or who has scheduled medical appointments which cannot be scheduled outside the regular workday, shall receive sick leave with pay as outlined in Section 3 below.

Section 2 - Accrual

Regular full-time Employees shall accrue sick leave at a rate of four (4) hours per bi-weekly pay period. Employees shall start to earn sick leave from their last date of hire, and they shall accumulate sick leave to a maximum of two thousand (2,000) hours.

Section 3 - Use

Employees shall be eligible to use sick leave after thirty (30) calendar days service with the Employer from the most recent date of hire and under the following conditions:

A. Hospitalization.

B. Work-related accident in accordance with Article XVII, Section 20.

C. Scheduled medical appointments or emergencies of the Employee, the Employee's spouse, legal parent or child of whom the Employee has legal custody. Twenty-four (24) hour notice shall be given to the Employer for scheduled medical appointments.

- A medical appointment is any medical procedure scheduled in advance.
- A medical emergency is defined as an incident or occurrence that requires immediate medical attention.

D. Sickness/illness.

E. Scheduled outpatient surgery when at least twenty-four (24) hour notice is given to the Employer.

F. Sickness/illness for an Employee’s spouse, legal parent, or child. The employee must have legal custody of the child. This leave is limited to six (6) days per fiscal year.

Section 4 - Abuse

If, and whenever sick leave may appear to be abused, or when an Employee consistently uses sick leave as it is earned, the Employer shall require from the Employee competent proof of the necessity for such absence. In accordance with this Section, the Human Resources Department reserves the right in all cases of illness or reported illness, to require the release of all medical information to which the Employee has access to concerning the Employee's physical or mental condition relative to the use of sick leave and a waiver of any privilege for use of the information, and/or to require the Employee to furnish a doctor's certificate verifying the necessity for absence. Abuse of sick leave privileges shall constitute grounds for disciplinary action and possible dismissal.

Section 5 - Injury Form

Employees shall complete a Work Injury Report when they have an accident or injury which may or does lead to a sick leave of absence. Such forms will not be accepted by department heads unless they have been completed properly; including, but not limited to, the nature of the injury, date of Employee's return to duty, and signature of the Employee. Work Injury Report forms will be supplied by the Employer.

Section 6 - Hospitalized During Vacation

Any Employee who is hospitalized or undergoes outpatient surgery during his/her regularly scheduled vacation, shall, upon physician certification, have the right to request rescheduling of that portion of his/her vacation lost as a result of outpatient surgery or hospitalization. Vacation shall be rescheduled under the direction of the department head in cooperation with the Employee.

Section 7 - Reporting to Duty from Sick Leave

Upon return to duty from sick leave, the Employee shall report to his/her immediate supervisor, provided that the absence was less than five (5) consecutive workdays. For absences in excess of five (5) consecutive workdays, the Employee shall report to the department head or his/her designee, upon return to work.

Section 8 - Charged by Actual Hours Used

Sick leave will be charged by actual hours used, in one-half (1/2) hour increments. Absences of more than one-half (1/2) hour shall be charged to the next higher one-half (1/2) hour, except in no case shall the charge exceed the amount of the Employee's regular workday. No Employee

shall be entitled to use paid sick leave in excess of the amount he/she has accumulated. Sick leave shall not be posted or available for use during the pay period in which it is accrued.

Section 9 - Employment While on Sick Leave

Employees engaging in other compensable employment while on sick leave of absence may be subject to discharge.

Section 10 - Failure to Comply

Should an Employee be absent because of illness or incapacitation and fail to comply with the specific provisions as found in this Article, such Employee shall then be charged with leave without pay, and may be subject to disciplinary action and possible dismissal, as provided for in Section 4.

Section 11 - Notification of Illness

An Employee shall be required to notify the supervisor on duty one (1) hour before his/her scheduled reporting time, stating the nature of the illness and the expected period of absence. The department head shall provide a means for such notification.

Section 12 - Payment of Sick Leave Upon Termination

Upon termination, for other than election of a bona-fide retirement by the employee, Employees shall receive cash payment for a percentage of their accumulated, unused sick leave in accordance with the following schedule, payable in their last pay period. No cash payment shall exceed $2,000.

Years of Service	Percentage
4 through 10 years	20%
10 through 15 years	25%
15 through 20 years	30%
20 through 25 years	35%
Over 25 years	40%

Section 13 - Conversion of Sick Leave

All regular full-time Employees who have accumulated over 750 hours of accrued sick leave, may convert new accrued sick leave to personal leave on a ratio of three (3) hours of sick leave to one (1) hour of personal leave, provided they do not use sick leave for two (2) full pay periods

preceding the conversion of the accrued sick leave. No conversion shall be permitted except in accordance with approved rules.

Section 14 – Sick Leave for Health Insurance Conversion Program Upon Retirement

Upon bonafide retirement with IPERS, Employees shall receive a cash payout of up to $4,000 for accumulated, unused sick leave converted at the employee's current hourly rate. The remainder of the converted balance of accrued sick leave shall be converted to a bank for the purposes of purchasing health insurance after retirement. The sick leave balance for conversion rate purposes will be the employee's balance before payment of the $4,000. The employee's sick leave balance will be converted according to the following schedule:

Sick Leave Balance	Conversion Rate
0 up to and including 749 hours	0% of value
750 up to and including 1,000 hours	75% of value
Over 1,000 hours up to 2,000 hours	100% of value

Polk County will continue to pay the entire amount of the COBRA health insurance premium each month until the converted value of the Employee's sick leave bank is exhausted or until the employee is eligible for Medicare, whichever comes first. The retired Employee may stay with the same health insurance program as when employed, or switch down at any time without underwriting.

The converted value of the sick leave can only be applied to COBRA health insurance premiums. It has no cash value and it is not transferable to another use or to an heir.

If a retired employee, who is utilizing this benefit, returns to County employment, in a benefits eligible position, all remaining benefits eligibility in the sick leave conversion program will be forfeited.

PART B. OTHER PAID LEAVES

Section 1 - Civic Duty Leave

A full-time Employee shall be granted a paid leave of absence for assigned work time lost when subpoenaed to non-voluntary petit jury duty or when subpoenaed to appear as a witness in a civil or criminal proceeding in which that Employee is not directly involved as a plaintiff or defendant. A full-time Employee desiring to sit on a Grand Jury shall make application for such Civic Duty Leave on forms provided by the Employer. The application for leave shall be approved or disapproved by the Board of Supervisors. Said Employee shall be paid at his/her

straight time hourly rate for all assigned work time lost up to forty (40) hours per week, but in no case shall such paid leave granted to an Employee exceed one hundred sixty (160) hours per fiscal year.

An Employee, summoned to jury duty or subpoenaed to appear as a witness, shall inform his/her supervisor within forty-eight (48) hours from the time he/she learns that such service will be required.

An Employee shall submit certification of the number of hours spent in such service and shall assign all remuneration received for juror's fees and mileage expense to the Employer. When an Employee is released from such duty and more than one (1) hour of the Employee's regularly scheduled work shift remains, said Employee shall report to work.

Premium pay shall not be granted for such duty performed on Saturdays, Sundays, or holidays. An Employee who engages in other compensable employment while on such paid leave of absence shall be subject to discharge.

Section 2 - Military Leave

Military leave will be granted in accordance with Chapter 29A of the Code of Iowa.

Section 3 - Bereavement Leave

A regular full-time Employee shall, after thirty (30) days of continuous employment from his/her last date of hire or rehire, be eligible for a paid leave of absence of up to four (4) days if it is necessary for him/her to be absent from work because of the death of a member of his/her immediate family. In cases involving unusual out-of-state travel, the Employee shall be granted one (1) additional day if they must travel over five hundred (500) miles one way, provided that the Employee's regularly scheduled days off do not occur during this time. Immediate family shall be defined as including: spouse, child, stepchild, parent, stepparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchildren, step-brother, step-sister, or other relative living within the same household. Only days absent which would have been compensable workdays will be paid. No payment will be made during holidays, layoffs, or any leave of absence. Payment shall be made on the basis of the Employee's straight time hourly rate of pay. Employees engaging in other compensable employment while on bereavement leave may be subject to discharge.

Section 4 - Personal Days

Regular full-time Employees who have successfully completed at least six (6) months of continuous service shall be granted seven (7) paid personal days per fiscal year. Employees with less than one (1) year of full-time continuous service shall accrue personal days on a prorated basis. If used for illness, same day notice must be given. If used for other than illness, the Employer and Employee shall mutually agree on a convenient time.

One (1) personal day may be carried from fiscal year to fiscal year. Personal days shall not be granted if unused, to any Employee upon retirement, termination (other than permanent layoff), or discharge.

Section 5 - Professional Leave

All Assistant County Attorneys are eligible to receive five (5) professional leave days per fiscal year. Scheduling of such leave shall be at the discretion of the County Attorney, after a written request is submitted by the Employee.

Professional leave may be granted in minimum one-half (1/2) hour periods, and shall not be carried over from fiscal year to fiscal year.

An Assistant County Attorney shall be actively employed for a period of at least nine (9) calendar months during the fiscal year, in order to be eligible to receive full professional leave allowances. Such Employees not in active County employment for the full nine (9) calendar month period shall be granted such leave prorated over the months actively employed.

In the event of death, retirement, termination, or permanent layoff, the amount of wages due shall include all earned, unused professional leave.

ARTICLE XIII
WAGES

Section 1 - Compensation and Job Classification

Employees covered by the provisions of this Agreement shall be compensated in accordance with their assigned job classification and corresponding pay grade as set forth in Appendix A. If a dispute arises as to whether or not an assigned job classification is proper for the level of work being performed, such dispute may be subject to the grievance procedure.

Section 2 - Entry and Advancement Within Pay Range

All unit Employees shall enter and advance through their respective pay range as set forth in Appendix B.

Section 3 - Payday

The wages of Employees shall be paid every two (2) weeks on Friday of the appropriate week, except on weeks that the normal pay day would occur on a holiday, as outlined in this Agreement, then pay day shall occur on the last regular workday of the pay week that is not a holiday.

Section 4 - General Wage Increase.

.Effective on the dates shown, Appendices B and D shall reflect the following general wage increase applied to the respective base annual rates.

Effective Date	Percentage Change
July 1, 2012	$26 per pay period
July 1, 2013	1.75%
July 1, 2014	2.25%
July 1, 2015	2.75%
July 1, 2016	2.75%

Section 5 - Shift Differential

In addition to the established wage rates, the Employer shall pay an hourly premium of thirty-five cents ($.35) per hour to Employees for all hours worked on a regularly scheduled shift,

beginning after 3:00 p.m., and thirty-five cents ($.35) per hour to Employees for all hours worked on a regularly scheduled shift, beginning after 11:00 p.m., but before the beginning of the first shift. Employees working a swing shift shall be paid, in addition to the established wage rate, an hourly premium of thirty-five cents ($.35) per hour for all hours worked on said shift, beginning after 3:00 p.m., but before the beginning of the first shift.

Additionally, Stationary Engineers in the General Services Department who commence a shift after 2:00 a.m., but before 6:00 a.m., shall be eligible to receive a shift premium of thirty-five cents ($0.35) per hour.

Employees shall not be eligible for shift differential pursuant to this section as a result of an extension of their regular work day into a shift differential period. Shift differential shall not apply in calculating holiday, vacation, sick leave, or any other benefit.

Employees entitled to shift differential shall receive the applicable shift differential for all hours worked.

Section 6 – Deferred Compensation

The Employer shall contribute one dollar ($1.00) for each two dollars ($2.00) contributed by the Employee up to a maximum sixty dollars ($60.00) per month. Only contributions to active providers shall be eligible to receive matching funds and to have payroll deductions made.

ARTICLE XIV
INSURANCE

Section 1 - Health Insurance Benefits

The Employer shall provide regular full-time Employees with the following insurance plan**s**:

Wellmark Blue Choice Plan
Dental Plan
Vision Plan

In each year of the agreement, the Employee shall contribute a percentage of the cost of single health, vision, and dental coverage based on the following schedule:

Pay Grade 6 though Pay Grade 10	--	5% of Cost
Pay Grade 11-through Pay Grade 15	–	6% of Cost
Pay Grade 16 through Pay Grade 20	–	7% of Cost
Pay Grade 21 through Pay Grade 26	–	8% of Cost
Pay Grade 27 and above -	-	9% of Cost
County Attorney's	-	9% of Cost

Section 2 - Dependent Health Insurance Benefits

In each year of the agreement, the Employee shall contribute a percentage of the cost of dependent coverage premiums for health, vision and dental plans based on the following schedule:

Pay Grade 6 though Pay Grade 10 –	10% of Cost
Pay Grade 11-through Pay Grade 15 –	11% of Cost
Pay Grade 16 through Pay Grade 20 –	12% of Cost
Pay Grade 21 through Pay Grade 26 –	13% of Cost
Pay Grade 27 and above -	14% of Cost
County Attorney's	14% of Cost

Section 3 - Life Insurance Benefits

Regular full-time Employees shall receive the following term life insurance benefits:

Effective Date	Amount of Coverage
Effective with this Agreement	$30,000

The Employer shall arrange for Employees to have the ability to purchase additional coverage for themselves, their spouse and children with limited underwriting in amounts set by the Employer and carrier.

Section 4 - Insurance Carrier

The Employer retains the right to select or change the insurance carrier at any time during the duration of this Agreement, without reduction in benefits.

Section 5 - Flex Benefit Plan

The Employer shall provide Employees with a Section 125 Flexible Benefit Plan for the payment of medical expenses not covered by the medical, dental, and vision plans (medical reimbursement account) not to exceed $3,500 or the maximum amount allowable by Federal or State Statute and dependent care expenses (dependent care reimbursement account). The plan shall be subject to revisions to comply with federal and state law.

Section 6 – Disability Insurance

After thirty (30) days employment, the Employer shall provide at no cost to the Employees, working at least 24 hours per week, long term disability (LTD) insurance designed to cover sixty percent (60%) of the monthly salary with a maximum monthly benefit of $7,500. Such LTD insurance shall have a ninety (90) calendar day elimination period. Employees shall utilize sick leave, personal leave, vacation leave, and/or compensatory time during the ninety (90) calendar day waiting period unless they have purchased short term disability. The Employer agrees to provide health insurance for twenty-four (24) months following the start of long term disability in accordance with Section 1 and Section 2 above. If an Employee has not returned to full service within the twenty-four (24) month period the employment status shall be terminated. There shall be no accrual of vacation, sick leave, or any other paid leave benefits while receiving disability. Benefits from the disability plan may continue beyond the twenty–four (24) month “disability employment status” time frame.

The Employer shall make available short term disability insurance at a group rate to cover the ninety day waiting period addressed in the LTD coverage. Employees shall contribute 100% of the cost for the short term disability. Employees that have purchased short term disability may utilize paid leaves of absence during the ninety (90) calendar day waiting period, in addition to receiving the disability insurance. An election shall be made as to exercise maximum allowable benefits or partial benefits prior to receiving disability. An Employee's accrual rate for sick leave and vacation leave will be adjusted to reflect accruals only for paid accrual time utilized and holiday pay may be pro-rated based on paid hours while the Employee is on short term disability.

ARTICLE XV
DISCIPLINE AND DISCHARGE

Section 1 - Right to Discipline and Discharge

The Employer shall have the right to discipline or discharge an Employee for just cause.

Section 2 - Disciplinary Action

A. Disciplinary action or measures may include oral reprimand, written reprimand, suspension (notice to be given in writing), demotion, and discharge.

B. If the Employer has reason to discipline an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

C. Discharge may be imposed upon any Employee only for just cause. The Employee or the Union may take up a suspension or discharge at Step Three of the grievance procedure, within five (5) workdays from the date the disciplinary action is taken. The time periods may be extended by mutual agreement.

D. All reprimands in the Employee's personnel file must be removed from the file after five (5) years. Those reprimands currently in an Employee's personnel file, five (5) years old or more, must be removed upon commencement of this Agreement.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 1- Definition

A grievance is defined as an Employee's or group of Employees' claim against the Employer, arising out of an alleged violation in the application or interpretation of specific provisions of this Agreement.

Section 2 - Grievance Steps

1. Immediate Supervisor

   An Employee, with or without the Union Steward, shall discuss an alleged grievance orally, with his/her immediate supervisor, as designated by the department head within five (5) workdays following its occurrence, or within five (5) workdays from the date that the Employee first became aware of the cause of the alleged grievance or should have become aware of it with the exercise of reasonable diligence, in an effort to resolve the problem in an informal manner. But, in no case may such an alleged grievance be filed thirty (30) days after its actual occurrence. The immediate supervisor shall respond to the grievance within five (5) workdays.

2. Department Head or Designee

   If the answer is not satisfactory, the matter shall be presented in writing, stating specific provisions of the Agreement allegedly violated, by the Department Steward or the Union Steward, to the department head within five (5) workdays after the response. The department head shall respond to the Union Steward in writing, within five (5) workdays.

3. Board of Supervisors or Designee

   If the grievance still remains unadjusted, it shall be presented by the Chief Steward and/or Department Steward, to the designee of the Board of Supervisors, in writing, stating specific provisions of the Agreement allegedly violated within five (5) workdays after the response of the department head. The designee of the Board of Supervisors shall respond in writing, to the Chief Steward (with a copy of the response to the local Union), within thirty (30) workdays after the meeting with the Chief Steward. Grievances

occurring from a transfer/promotion outside the Employee's current department shall be filed at Third Step.

4. Arbitration

Any grievance not settled to the satisfaction of the Employee in Step Three of the grievance procedure may be appealed to arbitration, provided that notice is given in writing to the other party, and is with the approval of the employee organization and the Employee. This appeal must be made thirty (30) workdays after the date the designee of the Board of Supervisors answers in the Third Step of the grievance procedure.

The issue as stated in the Third Step grievance shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually Agree to modify the scope of the hearing.

Section 3 - Selection of Arbitrator

After either party has so notified the other of its referral of a grievance to arbitration, the parties-will attempt to meet within ten (10) workdays to select an arbitrator, or to request the Iowa Public Employment Relations Board or the Federal Mediation Conciliation Service to furnish a list of arbitrators from which the parties will select one (1) arbitrator. Such selection shall be by agreement within five (5) workdays, if possible. Otherwise, the party making the referral shall, within one (1) workday from receipt of such list, strike one (1) name from the list. Within two (2) workdays from the first striking, the other party shall strike one (1) name. If necessary, this process shall be repeated until only one (1) name remains. The remaining name will be the arbitrator. Either party, upon receipt of the arbitration list, may reject the list in total, and request another list.

Section 4 - Arbitration Expenses

The fees and expenses of the arbitrator will be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of the stenographic reporting of the hearing shall be borne by the party requesting same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

Section 5 - Grievance Record

All Second and Third Step grievances shall be reported to the designee of the Board of Supervisors, and each Third Step grievance shall receive a serial and department number.

Section 6 - Failure to Observe Time Limits

If an answer to a grievance is not presented to the Employee by the Employer within any of the time limits specified in this Article, it may be appealed to the next Step in the grievance procedure without prejudice. Failure by an Employee to comply with any time limitation shall constitute a withdrawal of the grievance.

In order to be considered timely, a grievance, other than a discharge grievance, must be scheduled for an arbitration hearing no later than nine (9) months from the date the grievance was answered by the Employer at Step 3. In order to be considered timely, a discharge grievance must be scheduled for an arbitration hearing no later than one hundred and eighty (180) days from the date the grievance was answered at Step 3. The Union may, at its option, seek to schedule an arbitration hearing any time after the third step answer was due in the event the Employer fails to timely provide a third step answer. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

Section 7 - Steward Time Off for Grievance Handling

The Union will cooperate with the Employer by handling grievances in such a manner as to create minimal interference with normal operation of the Employer's business. Each department shall maintain a log in which a steward enters the time of departure and time of return from Employee's request for representation, grievance investigations and formal grievance meetings. No more than one (1) steward may investigate and process grievances through the first two (2) steps. In the case of a Third Step and/or arbitration, no more than one (1) steward and the local Union President or Chief Steward will be allowed to process said grievance on the Employer's time and premises.

ARTICLE XVII
GENERAL PROVISIONS

Section 1- Discrimination

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit, without discrimination as to age, sex, marital status, race, color, creed, national origin, physical or mental handicap, partisan political affiliation, or Union activity. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All references to Employees in this Agreement refer to both sexes, and whenever the male gender is used, it shall be construed to include both male and female Employees.

The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the bargaining unit, without discrimination, interference, restraint, or coercion.

Section 2 - Bulletin Boards

The Employer agrees to furnish and maintain at least one (1) suitable bulletin board in a convenient place to each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such boards.

Section 3 - Union Officers, Stewards, and Representatives

The Union agrees to furnish to the Employer the names of its officers, stewards, and representatives.

Section 4 - Work Rules

The reasonableness of all existing and future work rules shall be subject to the grievance procedure. Before existing work rules are changed or new work rules are established, a copy of the proposed work rule(s) shall be displayed on-all designated bulletin boards and forwarded to the Union Office for a period of five (5) workdays before becoming effective. Nothing in departmental work rules shall amend or modify this Agreement.

Section 5 - Joint Safety Committee

There shall be established within each County department, a Joint Safety Committee, composed of one (1) Employer representative and one (1) representative selected by the Union, and they shall represent all Employees within the department. The Committee shall meet biannually and/or within ten (10) workdays of a request by any member of the Committee. Safety Committee meetings may be held during normal work hours, on the Employer's

premises, and without loss of pay. Upon the request of Committee members, such meeting shall be open to other Employer and Employee representatives as needed, although no more than three (3) Employee representatives shall be released during normal work hours to attend such meetings. The function of the Safety Committee will be to review reports of property damage and personal injury accidents, to inspect work areas, to detect unsafe or hazardous work methods, conditions or equipment, to provide support for a strong safety program, and to review and recommend safety policies for the Employer. All safety policies recommended by a majority of the members of the Safety Committee shall be recommended to the department head for adoption. A copy of adopted policies shall be submitted to the Union Office.

Section 6 - Labor/Management Meetings

There shall be established within each County department a Labor/Management Committee, composed of one (1) Employer representative and one (1) representative selected by the Union, and they shall represent all Employees within the department. The Committee shall meet biannually or within ten (10) workdays of a request by any member of the Committee. Such meetings may be held during normal work hours, on the Employer's premises and without loss of pay. Upon the request of committee members, such meetings shall be open to other Employer and Employee representatives as needed, although not more than three (3) Employee representatives shall be released during normal work hours to attend such meetings.

Section 7 - Mileage

The Employer agrees to reimburse Employees for use of their privately-owned vehicles when used for official County business at the rate per mile as provided for in the Code of Iowa. Submission of mileage reimbursement claims shall be made in accordance with the County Travel Policy, as approved by the Board of Supervisors.

Section 8 - Conduct of Business

The Union agrees to conduct its business off the job as much as possible. The Employer agrees to allow the Union Stewards reasonable time off, without loss of pay for processing grievances, upon an Employee's request for representation, and attendance at formal grievance meetings and Labor/Management meetings provided that there is compliance with Article XVII, Section 7.

The stewards are required to notify their supervisor prior to leaving their work area and upon returning when conducting such Union business.

Section 9 - Union Negotiators

The Employer and the Union agree that not more than nine (9) bargaining Employees, including the Local Union President may be selected by the Union to represent the Union in negotiations without loss of pay. More than one (1) Employee negotiator may be selected from the same department in the County provided that operational efficiency can be maintained.

The Union shall inform the Human Resources Department of its selections fourteen (14) days prior to the beginning of negotiations. In the event that changes during the course of negotiations would adversely affect the Employer's normal operations, the Employer may require up to two (2) weeks notice prior to such change.

Section 10 - Negotiations

The parties shall attempt to begin negotiations no later than one hundred fifty (150) days prior to the certified budget submission date of the Employer. As a first duty to bargain, the parties shall endeavor to agree on an impasse procedure.

Section 11 – Safety Equipment and/or Clothing

If any Environmental Code Officer, Building Code Officer, Code Enforcement Officer, Air Permit Engineer, Housing Specialist, Landuse Planning Coordinator, Planner, Air Quality Specialist, or Air Pollution Monitoring Specialist is required to use or needs, as determined by the Board of Supervisors, any of the following safety equipment and/or clothing, same shall be supplied by the Employer:

(1) pair of coveralls
(1) first aid kit
(1) one hundred-foot tape measure
(1) sanitary thermometer kit
(1) butane cigarette lighter
(2) white smocks
(1) pair of overboots
(1) car, mileage for use of a privately-owned vehicle outlined in Section 7
(1) safety helmet
(1) safety prescription glasses
(1) respiratory protection

(1) explosion proof flashlight

(1) safety goggles

(1) hearing protection

When the Employer requires Employees to wear safety shoes, the employee shall purchase same. Upon proof of purchase, the Employer shall reimburse the Employee up to one hundred dollars ($100). If through wear or damage, the Employee must purchase another pair of safety shoes, the Employer may share in this cost, but in no case may the Employer contribute more than one hundred dollars ($100) per fiscal year to each Employee.

The Employer may choose to maintain one (1) pair of binoculars to be used by Employees in situations where the Employer deems that such is necessary and appropriate.

The Employee is personally responsible for loss or damage of the equipment listed above, and will replace same with like quality replacements when the loss/damage is due to Employee negligence.

Section 12 - Equipment (Maintenance/Custodial Unit)

If any Employee in the Maintenance/Custodial Unit is required by the Employer to wear any of the following safety equipment and/or clothing, same shall be supplied by the Employer:

gloves	cook uniforms
safety helmets	Jail cook uniforms
pouches of hand tools	welding jackets
safety prescription glasses	safety goggles
painter uniforms	

When the Employer requires Employees to wear safety shoes, the Employee shall purchase same. Upon proof of purchase, the Employer shall reimburse the Employee up to one hundred dollars ($100). If, through wear or damage, the Employee must purchase another pair of safety shoes, the Employer may share in this cost, but in no case may the Employer contribute more than one hundred dollars ($100) per fiscal year to each Employee.

If any Employee is required by the Employer to possess a Fireman's and/or Stationary Engineer's License and/or Electrical License to perform the duties of his/her assigned classification, the Employee shall obtain the required license upon hire or promotion. This

section would apply to any newly created licensing requirements mandated by state or municipal codes or code changes. After the Employee has purchased an updated initial license, the Employer will reimburse the Employee for the actual renewal fee of said license, provided that the Employee is continually required by the Employer to have said license. For the purpose of this Section, the Employee will renew the license and provide the Employer with proof of renewal prior to any reimbursement.

The Employer shall maintain a sufficient supply in varied sizes of insulated coveralls for the sole purpose of Employee use during inclement weather occurring after the regularly scheduled workday begins. The Employer shall maintain a sufficient supply in varied sizes of rubber boots to be used by Employees required to perform work requiring the handling of paint, acid, sewer work, clean-up of human waste, or snow removal. Each Employee requesting the use of coveralls and/or rubber boots shall return same, or shall be charged for replacement. Determination of what constitutes an insulated coverall or boot shall not be subject to Labor/Management meetings. The Employee is personally responsible for loss or damage of the equipment listed above, and will replace same with like quality replacements when the loss/damage is due to Employee negligence.

Section 13 - Equipment (Clerical Unit)

If any Employee in the Clerical Unit is routinely and consistently required by the Employer to use substances which are likely to damage clothing, the Employer will supply protective apparel. When the Employer requires Employees to wear safety shoes, the Employee shall purchase same. Upon proof of purchase, the Employer shall reimburse the Employee up to one hundred dollars ($100). If, through wear or damage, the Employee must purchase another pair of safety shoes, the Employer may share in this cost, but in no case may the Employer contribute more than one hundred dollars ($100) per fiscal year to each Employee.

Section 14 - Equipment (Secondary Roads Unit)

If any Employee in the Secondary Roads Unit is required by the Employer to wear any of the following safety equipment and/or clothing, same shall be supplied by the Employer:

safety vests	safety goggles
safety helmets	safety mechanic bump hat
Gloves	safety prescription glasses
over boots	

When the Employer requires Employees to wear safety shoes, the Employee shall purchase same. Upon proof of purchase, the Employer shall reimburse the Employee up to one hundred dollars ($100). If, through wear or damage, the Employee must purchase another pair of safety shoes, the Employer may share in this cost, but in no case may the Employer contribute more than one hundred dollars ($100) per fiscal year to each Employee.

Equipment Operators assigned to work on tar and/or asphalt jobs shall be provided appropriate coveralls per fiscal year. Determination of what constitutes appropriate coveralls shall not be subject to the grievance procedure, but may be a subject for Labor/Management meetings. Automotive Mechanics shall be furnished uniforms by the Employer.

Section 15 - Equipment and/or Clothing (Professional Unit)

If any Medicolegal Death Investigator is required to use or needs, as determined by the Employer, any of the following equipment and/or clothing, same shall be supplied by the Employer:

(1)	Cell phone	(1)	sweatshirt
(1)	camera	(1)	jacket
(1)	Camera card		OC and holster
(1)	Safety glasses		Tyvek suits
(4)	shirts		masks
(1)	511 coat		gloves
(1)	boots		Shoe covers

Section 16- Personnel Files

A regular full-time Employee may have access to his/her own personnel file as maintained by the department head and/or the Human Resources Department. The Employee may review the contents of said file during his/her nonworking hours at a time mutually agreed upon by the Employer and the Employee, except that the Employee will not have access to, or be able to review, letters of reference received or furnished by the Employer or any reference check performed by the Employer. The Employer shall not maintain a side file on any Employee that contains anything different than the file the Employee has access to review.

The Employee may, at his/her own expense, request and receive copies of the contents of the personnel file, except as provided for in the previous paragraph.

The Employee may submit in writing, his/her opinion or explanation regarding materials in the file, except as outlined previously, and such written response shall be included in his/her personnel file.

Section 17 - Standby Pay

Employees who are required to be on standby status shall be compensated at the rate of ten percent (10%) of their base hourly salary for each hour spent on standby status.

For the purpose of this Section, standby status is defined as follows: The Employer will specifically designate those Employees who are to be on standby status. Employees who are on standby status are responsible for keeping the Employer informed of his/her whereabouts, and being immediately accessible by telephone or beeper and able to report to work immediately at all times.

Section 18 - Professional Training and Leave

In cases where the Employer determines that the attendance of an Employee at certain schools or seminars of instruction would appreciably benefit both the Employer and the Employee, the Employer shall pay the necessary costs of attendance, including travel costs if applicable. The Employee shall receive the necessary time off with pay as training leave.

In all cases where Attorneys or other professional Employees must obtain minimum hours of education each year to maintain their employment, the Employer shall pay the necessary costs for such Employees to obtain the required hours at courses and times approved by the Employer, and shall grant the necessary time off with pay as training leave. If any Employee is required to make annual payments to the Client Security Commission and/the Commission on

Continuing Legal Education, to maintain their license to practice law, the Employer shall reimburse the employee for the cost of the payments.

Section 19 - Employee's Current Address

In order to properly administer the terms of this Agreement, it is necessary that the County have the current address and telephone number of each Employee at all times. It shall be the obligation of each Employee to keep the County Human Resources Department and their Department/Office advised of his/her current address and telephone number. The County shall be held harmless against any and all grievances arising from the County's inability to comply with the provisions of this Agreement due to the absence of Employees current address and telephone number.

Section 20 - Parking

The County agrees to provide a subsidy of fifty-five dollars ($55) for parking downtown. This subsidy will be provided on a monthly basis to bargaining unit employees who do not receive free parking. No employee parking in a parking lot owned by Polk County shall be charged more than the maximum subsidy allotment.

Section 21 - Accrual of Benefits While on Worker's Compensation

Employees shall accrue vacation and sick leave benefits while receiving weekly worker's compensation benefits. Employees may elect to utilize sick leave for only the first five (5) workdays of a work related injury.

Section 22 - Repair and Replacement

Employees may request reimbursement for clothing damaged in the performance of their duties. The Employee shall submit such request to his/her immediate supervisor. The supervisor will investigate the request. If the supervisor denies the request, the decision will be final and may not be grieved through the grievance procedure. If the supervisor concurs with the request, he/she shall forward the request with his/her recommendation to the Director of Human Resources who shall approve or disapprove the request for reimbursement. The decision of the Director of Human Resources shall be final and may not be-grieved through the grievance procedure.

ARTICLE XVIII
SAVINGS

Section 1 - Savings

If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful, unenforceable, or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall at the earliest possible time, agree to negotiate the specific provisions invalidated, in an attempt to find a mutually agreeable solution.

ARTICLE XIX
NO STRIKE – NO LOCKOUT

Section I - Prohibited Practices/Strikes Prohibited

The parties agree to faithfully abide by all applicable provisions of the Iowa Public Employment Relations Act. Specifically, neither the Union, its Officers, or Agents, nor any of the Employees covered by this Agreement shall violate Sections Ten (10) or Twelve (12) of the Iowa Public Employment Relations Act.

Section 2 - Prohibited Practice Violations

Any or all Employees who violate any of the provisions of this Article may be discharged, or otherwise disciplined.

Section 3 - Lockouts Prohibited

The Employer agrees to abide by Section Ten (10) of the Act regarding the prohibition of lockout.

ARTICLE XX
ENTIRE AGREEMENT AND WAIVER CLAUSE

Section 1 - Entire Agreement

This Agreement supersedes and cancels all previous Agreements between the County and the Employee organization, unless expressly stated to the contrary herein, and together with any mutually agreed to amendments supplemental hereto, constitutes the entire Agreement between the parties and concludes collective bargaining during its term. The bargaining teams shall review all letters of understanding to determine which are considered supplemental amendments and included within this Agreement.

Section 2 - Waiver Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement during its term.

ARTICLE XXI
EMPLOYER RIGHTS

Section 1 - Employer Rights

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right, including, but not limited to: plan, direct, and control the work of its Employees; hire, promote, demote, transfer, assign and retain Employees in positions within the public agency: discipline, suspend, or discharge Employees; develop and enforce rules for Employees discipline; maintain the efficiency of governmental operations, establish new jobs; abolish or change existing jobs and operations; schedule working hours, including overtime work; determine Employee qualifications; schedule vacations; relieve Employees from duties because of lack of work or for other legitimate reasons; determine what work or services shall be purchased or performed by the unit Employee; change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify, and administer its budget; exercise all other powers and duties the Employer had prior to the signing of this Agreement.

ARTICLE XXII
DURATION

Section 1 - Duration

This Agreement shall be in force and effect for five (5) fiscal years from July 1, 2012 up to and including June 30, 2017.

Section 2 - Reopening of the Agreement

This Agreement shall be binding and not reopened for the life of this Agreement, except that any item may be reopened for further negotiations anytime during the duration of this Agreement, provided that both the County and the Union mutually agree to reopen negotiations of the item. If there is not mutual agreement of both parties to reopen an item for negotiations, then such item shall be in effect for the entire duration of this Agreement.

In witness whereof the parties hereto set their hands this 15 th day of May, 2012

FOR THE UNION

Dan Riley, President
AFSCME Local 1868

Rick Eilander, Council 61
AFSCME Iowa

Negotiation Committee:

David Hibbard, Chief Steward

At-Large

Marlin Luing
Mike Salvner

Clerical Unit

Becky Keeling

Maintenance/Custodial Unit

Todd Copley

Para-Professional Unit

Don Quijano

Professional Unit

Justin Allen

Secondary Roads Unit

Bret Nekota

FOR THE EMPLOYER

Angela Connolly, Chair
Polk County Board Of Supervisors

Robert Brownell
E.J. Giovannetti
Tom Hockensmith
John Mauro

Tony Bisignano, Director
Department of Human Resources

Negotiation Committee:

Michael W. Campbell, Labor Relations Manager
Lola Evans, H.R. Benefits Administrator
Susan Elliott, Project Manager, BOS
Frank Marasco, H.R. Analyst

APPENDIX A

JOB CLASSIFICATIONS

Some Employees with the following listed job classifications may be excluded from the bargaining unit, in accordance with Section Four (4) of the Iowa Public Employment Relations Act. Check with the Human Resources Department for clarification.

It is agreed and understood by all parties that the inclusion of job classifications in the Appendices is only for reference in regard to grade assignment. The Employer has sole discretion in the selection of job classification titles and whether the same be continued, revised, and/or abolished.

SECONDARY ROADS UNIT

JOB CLASSIFICATION	**GRADE**
Mechanic	19
Equipment Operator	17
Natural Resources Specialist-Public Works	17
Parts Supply Clerk	14

In addition to the established wage rates as provided in Appendix A, Employees shall be paid an additional hourly rate for actual hours worked in the operation of the following pieces of equipment. Assignment of Employees shall be at the sole discretion of the Employer.

Hourly Rate	Pieces of Equipment
	Dragline
$1.00	Hydraulic Excavator
	Bulldozer (finish)
	Motor Patrol (finish)
	Street Sweeper

Pesticide Application

In addition to the established wage rates as provided in Appendix A, Employees shall be paid an additional hourly rate one dollar ($1.00) for actual hours worked in pesticide applications requiring a Public Pesticide Applicator's License as mandated by Section 206.6 of the Iowa Code. Assignment of Employees shall be at the sole discretion of the Employer.

MAINTENANCE/CUSTODIAL UNIT

Job Classification	Grade	Job Classification	Grade
Engineering System Specialist	20	Jail Services Aide	12
Stationary Engineer	19	Cook (Jail)	11
Electrician	19	++Elections Maintenance Laborer	10
Carpenter	18	Building Technician	9
Painter	18	Cook	9
Building Attendant	15	++ Facility Attendant	7
Maintenance Worker	15		

++ Designates classification does not advance above sixteen percent above the Minimum of the pay grade.

In addition to the established wage rates as provided in Appendix A, Stationary Engineers shall be paid an additional hourly rate of one dollar and fifty cents ($1.50) for actual hours worked while performing duties that require a Backflow Assembly Tester License as mandated by Iowa Administrative Code 641 Chapter 25. The Employer shall provide training to all Stationary Engineers and pay all fees needed to obtain and/or maintain said license. Assignment of Employees shall be at the sole discretion of the Employer.

CLERICAL UNIT

Job Classification	Grade	Job Classification	Grade
Medical Transcriptionist	16	Elections Maintenance Clerk	12
Legal Secretary	15	Financial Assistant Clerk	12
Secretary-AFSCME	15	Multi-Service Clerk	12
Civil Process Specialist	14	Property Description Clerk	12
Medical Secretary	14	Records Clerk	12
Recording Clerk	14	Records/Information Tech	12
Universal Cashier	14	Storekeeper	12
Buyer	13	Accounting Clerk	11
Health Data Technician	13	Stores Worker	11
Senior Accounting Clerk	13	Stores/mail Worker	11
Vehicle Impound Clerk	13	Office Specialist	11
Booking Clerk	12	Office Generalist	9
Civil Process Clerk	12	++ Site Coordinator	9
Elections Clerk	12	++ Elections Office Clerk	6

++ Designates classification does not advance above sixteen percent above the Minimum of the pay grade.

PARAPROFESSIONAL UNIT

Job Classification	Grade	Job Classification	Grade
Senior Design Technician	22	Victim Witness Liaison	16
Senior Engineering Technician	22	Youth Intake Spec.	16
Building Code Officer	20	Youth Services Worker	16
Design Technician	20	Youth Transporter	16
GIS Mapping Specialist	20	Accounting Technician	15
Housing Specialist	20	License Reinstatement-Coordinator	15
Utility Design Technician	20	Program Specialist	15
Code Enforcement Officer	19	++ Security Officer	15
Forensic Lab Assistant	19	Senior Computer Operator	15
Property Description Specialist	19	Senior Printing Technician	15
Air Pollution Monitoring Specialist	18	Tax Analyst	15
Animal Control Officer	18	Zoning Technician	15
Engineering Technician	18	Court Security Officer	14
Voting Machine Specialist	18	Elections Coordinator	14
Cash Management Specialist	17	Evidence Technician	14
ID Technician	17	Licensed Practical Nurse	14
Legal Assistant	17	Jail Services Program Technician	13
Weatherization Technician	17	Legal Settlement Technician	13
Cash Management Technician	16	Printing Technician	13
Control Center Specialist	16	Weapons Permit Technician	13
Financial Reports Specialist	16	Certified Medical Assistant	12
Jail Services Program Coordinator	16	Social Worker Aide	12
Property Description Technician	16	Youth Services Aide	12
		Program Aide	11

++ Designates classification does not advance above sixteen percent above the Minimum of the pay grade.

PROFESSIONAL UNIT

Job Classification	**Grade**
Assistant County Attorney	See Appendix D
Intake & Screening Attorney	See Appendix D
Air Permit Engineer	26
Landuse Planning Coordinator	26
Planner	23
Air Quality Specialist	22
Emergency Preparedness Coordinator	22
Lead Trainer/Risk Assessor*	22
Investigator*	22
Health Services Coordinator	21
Medicolegal Death Investigator	21
Public Health Planner	21
Nurse Team Lead	21
Counselor	20
Counselor Outreach	20
Nurse Case Manager	20
Registered Nurse	20
Senior Social Worker*	20
Juvenile Court Specialist*	19
Lead Inspector*	19
Medical Technologist	19
Senior Veteran Affairs Representative*	19
Social Worker*	19
Social Worker – Bi-lingual*	19
Community Health Educator	18
Financial Assistance Specialist*	18
Public Health Investigator*	19
Archivist	17
Veteran Affairs Representative*	17

Classifications eligible for premium overtime pursuant to Article IV under FLSA**.**

APPENDIX B

PAY MATRIX/ENTRY AND ADVANCEMENT
SECONDARY ROADS, CLERICAL, MAINTENANCE/CUSTODIAL, PARAPROFESSIONAL, and PROFESSIONAL BARGAINING UNITS

All regular full-time Employees shall be hired at the Minimum of their respective pay grade and shall advance as follows through their respective pay range until the Maximum of the pay range is reached. After satisfactory completion of their probationary period an Employee shall receive a two percent (2%) increase in pay. At the end of six (6) months of service following the probationary period, an employee shall receive an additional two percent (2%) increase. Employees within the pay range shall receive an increase of four percent (4%) every twelve (12) months following the six (6) month service date after the probationary period not to exceed the top of their pay range. Minimum of the pay range hiring shall not be required when the Employer transitions/merges Employees into County Government through executive/administrative, legislative or judicial action or mandate. When such circumstances occur, the rate of pay shall be established by the Board of Supervisors, although in no case shall the rate of pay fall below the Minimum nor above the Maximum of the grade assigned to such Employee by the Board of Supervisors.

Pay adjustments shall be made effective on the Employee's anniversary date. Time periods shall be calculated from date of hire as a regular full-time or part-time Employee. Classifications designated ++ shall not advance past sixteen percent (16%) above the Minimum of the pay range.

Any full-time Employee who has successfully completed their probationary period, who is advanced to a higher paying job (pay grade), shall start at the Minimum of same, unless provided otherwise within this Agreement, and shall receive a four percent (4%) increase on his/her anniversary date (date of hire as a full-time Employee). Additional advancement within pay range movement shall be as outlined above.

AFSCME BARGAINING UNITS
Secondary Roads, Clerical, Maintenance/Custodial
Paraprofessional and Professional
+$676.00 Effective FY 12/13

Pay Grade		Minimum		Maximum		Pay Grade		Minimum		Maximum
6		$27,154		$35,213		19		$48,738		$63,871
7		$28,377		$36,825		20		$51,038		$66,906
8		$29,648		$38,522		21		$53,450		$70,113
9		$30,997		$40,317		22		$55,990		$73,482
10		$32,404		$42,187		23		$58,643		$77,005
11		$33,885		$44,149		24		$61,439		$80,714
12		$35,436		$46,216		25		$64,359		$84,608
13		$37,067		$48,381		26		$67,439		$88,694
14		$38,791		$50,660		27		$70,679		$92,991
15		$40,591		$53,051		28		$74,069		$97,492
16		$42,475		$55,558		29		$77,634		$102,237
17		$44,463		$58,201		30		$81,379		$107,197
18		$46,547		$60,963		31		$85,308		$112,416

AFSCME BARGAINING UNITS
Secondary Roads, Clerical, Maintenance/Custodial
Paraprofessional and Professional
1.75% Effective FY 13/14

Pay Grade		Minimum		Maximum		Pay Grade		Minimum		Maximum
6		$27,629		$35,829		19		$49,591		$64,989
7		$28,874		$37,469		20		$51,931		$68,077
8		$30,167		$39,196		21		$54,385		$71,340
9		$31,539		$41,023		22		$56,970		$74,768
10		$32,971		$42,925		23		$59,669		$78,353
11		$34,478		$44,922		24		$62,514		$82,126
12		$36,056		$47,025		25		$65,485		$86,089
13		$37,716		$49,228		26		$68,619		$90,246
14		$39,470		$51,547		27		$71,916		$94,618
15		$41,301		$53,979		28		$75,365		$99,198
16		$43,218		$56,530		29		$78,993		$104,026
17		$45,241		$59,220		30		$82,803		$109,073
18		$47,362		$62,030		31		$86,801		$114,383

AFSCME BARGAINING UNITS
Secondary Roads, Clerical, Maintenance/Custodial
Paraprofessional and Professional
2.25% Effective FY 14/15

Pay Grade		Minimum		Maximum		Pay Grade		Minimum		Maximum
6		$28,251		$36,635		19		$50,707		$66,451
7		$29,523		$38,312		20		$53,100		$69,609
8		$30,846		$40,078		21		$55,609		$72,945
9		$32,249		$41,946		22		$58,252		$76,450
10		$33,713		$43,891		23		$61,012		$80,116
11		$35,254		$45,932		24		$63,921		$83,974
12		$36,867		$48,083		25		$66,959		$88,026
13		$38,564		$50,335		26		$70,163		$92,277
14		$40,358		$52,706		27		$73,534		$96,747
15		$42,231		$55,194		28		$77,061		$101,430
16		$44,191		$57,802		29		$80,770		$106,367
17		$46,259		$60,552		30		$84,666		$111,527
18		$48,427		$63,426		31		$88,754		$116,957

AFSCME BARGAINING UNITS
Secondary Roads, Clerical, Maintenance/Custodial
Paraprofessional and Professional
2.75% Effective FY 15/16

Pay Grade		Minimum		Maximum		Pay Grade		Minimum		Maximum
6		$29,028		$37,643		19		$52,101		$68,278
7		$30,335		$39,366		20		$54,560		$71,523
8		$31,694		$41,180		21		$57,138		$74,951
9		$33,136		$43,099		22		$59,854		$78,553
10		$34,640		$45,098		23		$62,690		$82,319
11		$36,223		$47,195		24		$65,679		$86,284
12		$37,881		$49,405		25		$68,800		$90,446
13		$39,625		$51,720		26		$72,093		$94,814
14		$41,468		$54,156		27		$75,556		$99,408
15		$43,392		$56,712		28		$79,180		$104,219
16		$45,406		$59,392		29		$82,991		$109,292
17		$47,531		$62,217		30		$86,995		$114,594
18		$49,759		$65,170		31		$91,195		$120,173

AFSCME BARGAINING UNITS
Secondary Roads, Clerical, Maintenance/Custodial
Paraprofessional and Professional
2.75% Effective FY 16/17

Pay Grade		Minimum		Maximum		Pay Grade		Minimum		Maximum
6		$29,826		$38,678		19		$53,534		$70,156
7		$31,169		$40,449		20		$56,060		$73,490
8		$32,565		$42,313		21		$58,710		$77,012
9		$34,047		$44,284		22		$61,500		$80,713
10		$35,593		$46,338		23		$64,414		$84,582
11		$37,219		$48,493		24		$67,485		$88,656
12		$38,923		$50,764		25		$70,692		$92,934
13		$40,714		$53,142		26		$74,075		$97,422
14		$42,608		$55,645		27		$77,634		$102,142
15		$44,585		$58,271		28		$81,358		$107,085
16		$46,655		$61,025		29		$85,273		$112,297
17		$48,838		$63,928		30		$89,387		$117,745
18		$51,127		$66,962		31		$93,702		$123,478

APPENDIX C
CLASSIFICATION SERIES

Article VIII - Layoff and Recall, Section 4 - Permanent Layoff, Subsections A through D outlined certain conditions for Employee displacement by classification series. This Appendix establishes the eligibility and restriction of such displacements.

If a job classification covered by the terms of this Agreement is not listed below, it is agreed and understood that there is not a classification series for that job classification and an Employee laid off from such a job classification shall not be entitled to the option(s) of displacing another Employee through job classification series as contained in Article VIII.

Job classifications listed side by side are considered equivalent for purposes of classification series and Employees in one such classification can not displace Employees in the other classification except by the previously held classification concept.

Job classifications subject to classification series displacement are clustered below within bargaining units. Each cluster represents the series for the classifications appearing within each cluster and classification series displacement is restricted to only those classifications appearing in each cluster. Within bargaining units, clusters are separated by spacing.

SECONDARY ROADS UNIT
Mechanic
Equipment Operator
Parts Supply Clerk

MAINTENANCE/CUSTODIAL UNIT
Cook (Jail)
Cook

Electrician, Carpenter or Painter or Stationary Engineer, Engineering System Specialist
Maintenance Worker (for purposes of layoff Maintenance Worker and Building Attendant shall be considered the same classification)
Building Technician

CLERICAL UNIT
Storekeeper
Stores Worker, Stores/mail Worker

Elections Maintenance Clerk
Elections Clerk

Universal Cashier
Records/Information Technician
Recording Clerk
Multi-Service Clerk
Office Specialist
Office Generalist

Civil Process Specialist
Civil Process Clerk

Senior Accounting Clerk
Accounting Clerk

PARAPROFESSIONAL UNIT

Youth Services Worker, (for purposes of layoff Youth Intake Specialist, Youth Transporter, Control Center Specialist and Youth Services Worker shall be considered the same classification)
Youth Services Aide

Senior Engineering Technician
Engineering Technician

Senior Design Technician
Design Technician

Building Code Officer or Environmental Code Officer
Code Enforcement Officer

Jail Services Program Coordinator
Jail Services Program Technician

Financial Reports Specialist
Accounting Technician

Cash Management Specialist
Cash Management Technician

Social Worker Aide
Program Aide

GIS Mapping Specialist
Property Description Specialist
Property Description Technician

Sr. Printing Technician
Printing Technician

PROFESSIONAL UNIT
Air Permit Engineer
Air Quality Specialist

Lead Trainer/Risk Assessor
Lead Inspector

Senior Social Worker or Counselor
Social Worker or Senior Veterans Affairs Representative
Veteran Affairs Representative
Financial Assistance Specialist

Health Services Coordinator
Nurse Team Lead
Nurse Case Manager
Registered Nurse

Medical Technologist
Public Health Investigator

Land use Planning Coordinator
Planner

APPENDIX D

PAY MATRIX/ENTRY AND ADVANCEMENT

ATTORNEYS (COUNTY ATTORNEY)

Regular full-time and part-time Assistant Attorney's shall be hired at the Minimum of the pay range and advance through the pay range until the maximum is reached, except that the County Attorney, at his/her discretion may, hire an individual as a Assistant County Attorney within a pay range of Minimum to ten percent (10%) above the Minimum of the pay range. The salary the individual is hired at (Minimum to ten percent (10%) above the Minimum) as an Assistant Attorney shall be based on their years of experience as an attorney admitted to the practice of law.- Employees shall be hired onto the minimum maximum schedules as provided below. Pay adjustments of five percent (5%) shall be made effective on the Employee's anniversary date. Time periods shall be calculated from date of hire as a regular full-time or part-time Employee.

Fiscal Year	Minimum		Maximum
2012/2013	$68,374		$ 117,595
2013/2014	$69,571		$119,653
2014/2015	$71,136		$122,345
2015/2016	$73,092		$125,710
2016/2017	$75,102		$129,167

Employees hired prior to 7/1/12 shall continue on pay matrix below unless otherwise agreed to by the parties.

	FY 12/13 $676.00	FY 13/14 1.75%	FY 14/15 2.25%	FY 15/16 2.75%	FY 16/17 2.75%
Entry Step	$62,080	$63,166	$64,588	$66,364	$68,189
After 1 year at Entry Step	$66,393	$67,555	$69,075	$70,974	$72,926
After 1 year at Step 1	$71,785	$73,041	$74,685	$76,738	$78,849
After 1 year at Step 2	$77,173	$78,524	$80,290	$82,498	$84,767
After 1 year at Step 3	$82,562	$84,007	$85,897	$88,259	$90,686
After 1 year at Step 4	$87,954	$89,493	$91,507	$94,023	$96,609
After 1 year at Step 5	$93,344	$94,978	$97,115	$99,785	$102,529
Merit*	$96,039	$97,720	$99,918	$102,666	$105,489
After 1 year at Step 6	$98,734	$100,462	$102,722	$105,547	$108,450
Merit*	$101,428	$103,203	$105,525	$108,427	$111,409
After 1 year at Step 7	$104,122	$105,944	$108,328	$111,307	$114,368
Merit*	$106,814	$108,683	$111,129	$114,185	$117,325
After 1 year at Step 8	$109,512	$111,428	$113,936	$117,069	$120,288
Merit*	$112,205	$114,169	$116,737	$119,948	$123,246
After 1 year at Step 9	$114,903	$116,914	$119,544	$122,832	$126,210
Merit*	$117,595	$119,653	$122,345	$125,710	$129,167