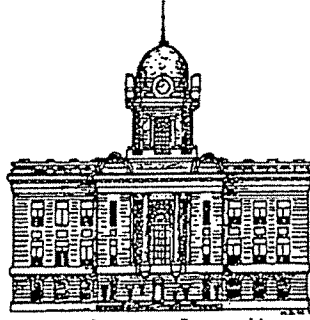


# Jasper County, Iowa

Joe Brock  
Denny Carpenter  
Dennis Stevenson



Board of Supervisors  
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## JASPER COUNTY BOARD OF SUPERVISORS AGENDA

[www.co.jasper.ia.us](http://www.co.jasper.ia.us)

June 28, 2016

9:30 a.m.

- Item 1      **HIRTA Public Transit – Julia Castillo**
  - a) FY2017 Funding Allocation
  
- Item 2      **Human Resources – Dennis Simon**
  - a) Employee Hiring Resolution for Part-Time Permit Tech
  - b) AFSCME Collective Bargaining Agreement for Courthouse/Congregate Meals
  - c) AFSCME Collective Bargaining Agreement for Home Health Aides
  - d) AFSCME Collective Bargaining Agreement for Sheriff Dept
  - e) PPME Contract/Agreement for Secondary Roads Dept
  
- Item 3      **Treasurer – Doug Bishop**
  - a) Permission to host Human Trafficking Display
  
- Item 4      **Accept Audit for Central Iowa Juvenile Detention Center**
  
- Item 5      **Approval of Bond Renewal with Shomo, Madsen & Woythaler**
  
- Item 6      **Approval of Fireworks Permits**
  - a) Daniel Hunter on 7/4/16
  - b) Ryan Engle on 7/2/16
  - c) Paul Mattingly on 7/4/16
  - d) Rick Nearmyer on 7/8/16, 7/9/16 & 7/10/16
  - e) Gerry Lourens Jr on 7/2/16 & 7/3/16
  - f) Rick Crozier on 7/4/2016
  - g) Tracy Huffstetler on 7/3/16
  - h) Clint Price on 7/4/16
  
- Item 7      **Resolutions Approving Transfer Orders #1363, #1364 and #1365**
  
- Item 8      **Approval of Board of Supervisors minutes for 6/21/16**
  
- Item 9      **Board Appointments**

**PUBLIC INPUT & COMMENTS**



**JASPER COUNTY, IOWA  
COURTHOUSE AND  
CONGREGATE MEALS  
EMPLOYEES  
AND  
AFSCME/IOWA COUNCIL 61  
LOCAL 2840  
AFL-CIO**

**COLLECTIVE BARGAINING  
AGREEMENT**

**JULY 1, 2016  
THRU  
JUNE 30, 2020**

AFSCME/Iowa Local 2840 Courthouse and Congregate Meal  
Employees Collective Bargaining Agreement

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This Agreement to include the Jasper County, Iowa Courthouse and Congregate Meal Employees is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between Jasper County, Iowa (hereafter called the "Employer"), and Local 2840 of the American Federation of State, County, and Municipal Employees, Iowa Council 61, AFL-CIO, (hereafter called the "Union"), and represents the complete and final agreement on all bargainable issues between the Employer and the Union during duration hereof. Throughout this Agreement whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act (Iowa Code Chapter 20).

## **ARTICLE 1 RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees of the Jasper County, Iowa, Courthouse and Congregate Meal Sites, including all regular full-time and regular part-time, Senior Clerks, Clerks, I.T. Specialists, Secretaries, Maintenance, Techs and Assistant Finance Director employed in the Jasper County Courthouse; regular full-time and regular part-time Head Cook, Asst. Cook, Cook Helper and Site Manger employed in the Congregate Meal Program of Jasper County, Iowa. As set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 5045, dated May 9, 1994, which includes all regular full-time and regular part-time road deputies, jailers, dispatchers and clerks in the Jasper County Sheriff's Office, and as amended in the Iowa Public Employment Relations Board Order Case No. 6620, dated June 9, 2003. Which excludes the Sheriff, Chief Deputy, Chief Dispatcher, Chief Jailer, Chief Clerk, part-time employees, and reserves of the Jasper County Sheriff's Department, all elected officials, all other Jasper County employees and all persons excluded by Iowa Code Section 20.4.

## **ARTICLE 2 DEFINITIONS**

### **Regular Full-Time Employees**

Regular full-time employees are those who are normally scheduled to work either forty (40) hours per week or placed on a schedule of six (6) eight (8) hour days on, followed by three (3) days off.

### **Regular Part-Time Employees**

Regular part-time employees are those who have completed their probationary period and are normally scheduled to work less than the customary number of full-time hours. Full and part-time employees regularly scheduled to work more than thirty (30) hours per week shall be eligible for County paid fringe benefits such as leaves, holidays, health insurance and related items when deemed consistent with carrier provisions and policies.

## **ARTICLE 3 SEPARABILITY AND SAVING**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or not in accordance with applicable statues or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Union agree to meet at the earliest possible mutually agreeable time (within thirty (30)) days for the purpose of negotiation and appropriate replacement, if any, for the Article, Section, or portion thereof held to be invalid or unenforceable.

**ARTICLE 4**  
**SUSPENSION—DISCHARGE**

The parties recognize the authority of the Employer to take appropriate disciplinary action against employees for just cause. Any disciplinary action or measure, excluding verbal or written warnings, imposed upon an employee may be processed as a grievance through the grievance procedure.

**ARTICLE 5**  
**NO STRIKE—NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will either directly or indirectly engage in, encourage, sanction, support or suggest any strikes, slowdowns, boycotting, sit-ins, mass resignations, mass absenteeism, work stoppage, or any activity as covered in Chapter 20, Section 12 of the Act. The Employer pledges that it will not engage in lockout during the term of this Agreement.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and an employee regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedures:

Step 1: Within five (5) working days after the employee or Union knew or should have known of alleged occurrence, the employee and/or the Union shall present the written grievance to the Human Resource Director, Department Head, or to his/her designee. The grievance shall state with specificity the nature of the grievance and all facts and allegations in support thereof and shall specifically identify the specific clause or clauses alleged to have been violated. The Human Resource Director, Department Head or other Employer designee may respond in writing within five (5) working days following actual receipt of such timely filed grievance by mailing by ordinary mail or by delivering such response to the employee and/or the Union Steward. Any failure of the Employer to so respond within such five (5) working day period shall be deemed an automatic denial for the grievance and any relief sought there under.

Step 2: Within five (5) calendar days after the Employer's response and/or denial under foregoing Step 1, the employee and/or the Union shall then arrange for a meeting with the Human Resource Director, Department Head or other Employer designee at a mutually agreeable time to further discuss the grievance. The Step 2 decision must be made within ten (10) working days following such meeting.

Step 3: If not resolved at such Step 2 meeting, the grievance may be submitted to arbitration within ten (10) working days after the receipt of the decision in Step 2 upon written notification of such decision to arbitrate mailed to or delivered to the other party within ten (10) working days following the final conclusion of the Step 2 procedures; and, such time limit is jurisdictional. If arbitration is timely sought and communicated, then the parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Public Employment Relations Board to submit to the parties a list of seven (7) arbitrators, from which list the parties shall, by process of either agreement or elimination, select one (1) arbitrator. The parties shall toss a coin to determine who strikes first from the list. Either party may request a different list one time.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered withdrawn. If a grievance at Step 1 or 2 is not timely answered by the Employer, it may automatically be referred to the next step.

The parties shall share the fees and expenses of the arbitrator equally. Each party shall pay its own costs of preparation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator shall not have the power to accept or decide any grievance, which involves matter within the jurisdiction of the Civil Service Commission (Chapter 341A of the Code of Iowa). The arbitrator's decision shall be binding on both parties.

All grievances and arbitration meetings under this Article are to be held in private and are not open to the public. The parties agree that all grievances are to be confidential and no unnecessary release of information may take place without the agreement of both parties.

The time limits at step in the grievance and arbitration procedures may be extended on a specific case basis, upon mutual agreement of the Union and Employer.

If the employee(s) files any claim or complaint in any forum other than under the grievance procedures of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

## **ARTICLE 7 SENIORITY**

Seniority means an employee's length of full-time continuous service with the Employer since the employee's last date of hire. Part-time employee seniority will be calculated on a pro-rata basis, based on the number of hours during each year. Seniority shall be administered on a job classification basis within each Department.

Unless otherwise expressly stated elsewhere in this Agreement or any attachment hereto, all new employees (and promotional appointments) shall serve a probationary period not to exceed six (6) months. Non-certified officers shall serve a probationary period not to exceed one (1) year. The Employer may extend the probationary period for up to an



additional six (6) months for unsatisfactory performance. An employee may be terminated for any reason during the probationary period without recourse to the grievance procedure. An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for cause.
- (c) The employee knowingly participates either directly or indirectly in the giving of any false information or reason for obtaining sick leave or any other leave of absence.
- (d) Failure to report to work at end of sick leave or any other leave of absence, without extenuating circumstances.
- (e) Failure to report to work within fourteen (14) calendar days after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to Employer records. The employee must notify the Employer in writing within seven (7) calendar days of the mailing by the Employer, of the foregoing recall notice as to whether such employee desires to return. Failing to do so will be deemed as rejecting and denying the recall opportunity and all rights and status relative to any future layoff recall will be forfeited.
- (f) An employee is off work for any reason for one hundred eighty (180) calendar days, or the length of the employee's seniority, whichever is shorter, except for Workers Compensation.
- (g) Employee retires.

It is employee's responsibility to keep the Employer immediately informed of any changes in such employee's current address and residential phone number.

## **ARTICLE 8 PROMOTIONAL PROCEDURES**

When filing a promotional vacancy, the Employer shall consider Civil Service requirements and the employee's qualifications, ability, experience, and work record. However, in appropriate (other than Civil Service) hiring and promotional circumstances, when the Employer in good faith determines that such factors are reasonably equal between two (2) or more applicants, than seniority shall prevail.

Employees will be on promotional probation for six (6) months. A regular full-time employee who vacated his/her position to accept probationary appointment to a class in a higher level or special assignment, either in or out of the bargaining unit, and who is rejected by the Employer may return to his/her former position and rate of pay without loss of seniority in the bargaining unit. An employee who accepts a promotion shall have thirty (30) days from the date of the promotion to elect to return to his/her former position at the same rate of pay without loss of bargaining unit seniority.

## **ARTICLE 9 LAYOFF AND RECALL**

In the event the work force is to be reduced, the Employer agrees to provide affected employees a notice of thirty (30) calendar days. The employee with the least seniority in the job classification, within the Department, affected shall be laid off first. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off. Probationary employees have no recall rights. An employee shall have recall rights for up to one (1) year. Employees to be recalled after being laid off shall be notified fourteen (14) calendar days in advance by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. Failure to report to work after being notified to return to work following layoff will be deemed a voluntary resignation by the employee.

A permanent employee in a classification within a Department in which lay-off is effected may in lieu of lay-off elect to bump a junior employee in a classification in another Department which employee has previously held during continuous employ with the County.

A permanent employee laid off because of a reduction in force shall be offered an open position provided he/she meets minimum qualifications for said position before a new employee is hired for such position.

## **ARTICLE 10 JOB POSTING**

Permanent shift vacancies within a classification will be posted for four (4) calendar days and bid according to seniority, provided the employee has the necessary certification for the opening. The Human Resources Director or Department Head will notify the successful bidder within five (5) calendar days.

## **ARTICLE 11 HOURS OF WORK AND OVERTIME**

The purpose of this Article is intended to define the normal hours of work within a classification and shall not be construed as a guarantee of hours work per day or days of work per week. Determination of daily and weekly hours of work shall be made at the discretion of the Employer.

The Employer agrees to maintain the current work schedules for the terms of this Agreement, except that a separate schedule may be developed by the Employer for employees assigned to special duties. Regular current breaks and meal times will continue for the duration of this Agreement. Unless otherwise specifically indicated herein, all aspects of employment covered under this Agreement shall apply equally to all employees and any employee assigned to special duties.

For all employee's, overtime shall be compensated at one and one-half (1½) times their

regular rate of pay or compensatory time for all hours worked in excess of eight (8) hours in a regularly scheduled shift or forty (40) hours in a work week.

Overtime will now be assigned on a rotating seniority basis. A voluntary sign-up sheet will be posted on the first (1<sup>st</sup>) of each month. Overtime will be assigned by calling the names on the list by seniority. If there is no answer, a message will be left on the answering machine and will be considered notification. The first (1<sup>st</sup>) employee to return the phone call, regardless of seniority will get the overtime hours. Involuntary overtime will be assigned on a seniority basis from the bottom of the seniority list to the top.

All approved overtime/compensation time "including request to use" must be documented and turned into designated supervisor within forty-eight (48) hours. For all classifications compensatory time shall be scheduled by mutual agreement between the employee and his/her supervisor. There shall be no temporary schedule changes made to avoid or eliminate overtime.

Overtime shall be paid as required by the Fair Labor Standards Act unless provided otherwise in this agreement.

Court Time: An employee called into court outside his/her scheduled hours shall be paid a minimum of two (2) hours wage or compensatory time off for all hours worked. An employee will be paid a minimum of one (1) hour wage or compensatory time off for phone hearings.

Call Back: In the event an employee is required to come in to work outside his/her normal workday, the employee shall receive a minimum of two (2) hours pay at time and one-half (1½) rate of his/her regular pay.

Day Off-Work: An employee who is required to work on their day off shall be paid at time and one-half (1½) rate for such time.

## **ARTICLE 12 LEAVE OF ABSENCE**

Each employing department shall be required to maintain timely, accurate and verifiable records to account for the accrual and use of all leaves of absence. The County (Employer) will provide an accounting of employee's sick leave each year on or before August 15 with the accounting showing sick leave usage and status through the last day of June.

Sick Leave: Sick leave will be granted to all eligible employees who have completed at least two (2) full pay periods in their probationary period on the following basis:

1. Sick leave can be used for bona fide sickness, medical treatment (medical, dental, therapeutic, or evaluative) appointments, which cannot be scheduled during non-work time.
2. Sick leave with pay shall accrue at the rate of 5.54 hours per pay period of continuous employment and can accumulate at this rate up to a maximum of seven hundred twenty (720) hours. After the first seven hundred twenty (720) hours have been accrued, the employee can continue to accrue sick leave at

the reduced rate of 2.11 hours per pay period until an additional seven hundred twenty (720) hours have been accumulated.

Once 1440 hours of sick leave entitlement have been accumulated and banked, the employee can accrue sick leave at a reduced rate of three (3) hours per month. If not converted to vacation, the employee, upon retirement will be compensated for all accumulated unused sick leave in excess of 1440 hours at his/her last rate of pay. Upon retirement the employee at their option may elect to have up to 720 hours of sick leave converted at the employee's current rate of pay to payment of health insurance premiums under the current plan offered by the County, until such time all of the employee's accumulated sick leave balance is depleted.

3. Except as provided in "2" above, employees shall forfeit all accumulated sick leave upon separation from employment for any reason, including voluntary resignation.
4. At the Employer's written request and notwithstanding any of the foregoing provisions of this Article, no sick leave entitlement shall be payable by the Employer unless the employee promptly presents in writing and signed by an Iowa licensed doctor of medicine or doctor of osteopathic medicine confirming dates of illness or other health-care conditions and further confirming that such absence was due entirely to such employee's sickness, required medical treatment or other infirm health condition (which need not be specified). Unsigned writings or writings signed by a person other than such licensed physician shall not be adequate for such sick leave entitlement purpose.
5. Employees who do not utilize sick leave during a three (3) month span as defined below shall be entitled to one (1) bonus day. The three month span is defined as: July 1 – September 30; October 1 – December 31; January 1 – March 31; April 1 – June 30. Bonus days must be used within the succeeding three (3) month period. Utilization of sick leave for bereavement will not forfeit employee's Bonus Day.
6. Any employee who requests sick leave shall contact the department head or designee at least thirty (30) minutes prior to the beginning of the employee's scheduled shift.
7. Sick leave shall be charged on the employee's workday basis and shall never be considered in relation to any overtime.
8. Sick leave shall not be granted in excess of amount accrued.
9. Sick leave shall not accrue during any absence without pay.
10. Eligible part-time employees shall accrue sick leave on an amount proportionate to that, which would be accrued under full-time employment.

**Jury Duty:** An employee required to serve, as a juror shall receive his/her regular wages- except that jury duty leave may not be included in any overtime entitlement calculations. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, excluding travel and meal expenses. When released from duty during working hours, the employee will report to work within two (2) hours.

**Funeral Leave:** A period not to exceed forty (40) hours with pay shall be granted to an employee upon their request, due to the death of a member of the employee's immediate

family (parent, stepparent, spouse, child, stepchild, brother, sister, mother,-in-law, father-in-law, grandchild, or grandparent). Employees may be granted four (4) hours pay when attending funeral services for fellow department workers as well as for known County employees. Payment for this time shall be made only if the funeral has actually been attended. In the event of the death of an employee's spouse's grandparents, brother-in-law, sister-in-law, the employee shall be allowed up to twenty-four (24) hours off with pay. Time off for funerals will not be considered work hours for the purpose of computing overtime. Such leave of absence shall be charged against sick leave accruals. An employee on probation may use funeral leave but is without pay (i.e., unpaid leave)

The Elected Official/Director may grant additional time for the death of a parent, child, spouse, or grandchild.

Military Leave: Employees shall be granted military leave in accordance with Section 29A.28 of the Code of Iowa.

Voting Time: Employees unable to vote because of their work schedule shall be granted paid time off necessary to vote, up to a maximum of two (2) hours.

Emergency Leave: Eligible employees who have completed their probationary period shall be allowed up to five (5) workdays (forty (40) hours) emergency leave per anniversary year for the purpose of caring for and/or assisting during illness or injury in the immediate family (spouse, children, parents, step-parents, step-children, grandchildren, step-grandchildren, grandparents, brother or sister). Such leaves of absence will be charged against sick leave accruals. An employee on probation may use emergency leave but shall be without pay (i.e. unpaid leave). Employees may carry over up to forty (40) hours into the next fiscal year, not to exceed eighty (80) hours.

Leaves Without Pay: an eligible employee, on written request and approval by his/her departmental supervisor and concurrence of Human Resource Director, may at the discretion of the supervisor and concurrence of the Human Resource Director be granted leave of absence without pay for any justifiable reason subject to the following conditions. Request shall be made with sufficient prior notice so that the supervisor and the Human Resource Director can evaluate the circumstances and consequences. Leave without pay shall not initially be granted for more than three (3) months but may, at the discretion of the supervisor and upon concurrence of the Human Resource Director, be extended an additional three (3) months to a maximum of six (6) months.

Accrued sick leave, vacation leave and compensatory time must be exhausted if the reason for the leave of absence is due to a medically related illness or disability. Failure by the employee to report back to work on the date specified in the written request shall be considered a voluntary resignation. While on unpaid leave, an employee's seniority is frozen, no benefits will be provided, and the employee will not accrue vacation leave. While on unpaid leave, an employee may continue his/her health insurance benefits at his/her own expense, if allowed by the carrier, and, no further notice of such opportunity need to be given by the Employer to such employee. It is wholly the employee's responsibility under any such circumstance to timely pay all premiums directly himself/herself to the County Auditor's office. Arrangements for time of payment must be made directly by such employee with the Auditor prior to the employee taking the

leave.

**Injury Leave:** All Jasper County employees are covered by workers compensation insurance and any employee injured in authorized work which results in absence from the job is eligible to be compensated by the County for loss wages caused by the injury. Upon written request of the employee, the County will pay the difference between the amount paid for workers compensation and the scheduled hours missed at the basic rate for a period not to exceed the number of sick leave days credited to the employee. However, in order to receive such additional injury leave benefits, a written statement from a practicing physician, dentist, or osteopath licensed under the laws of the state of Iowa describing the nature and extent of the injury will be required by the employee's supervisor. Any and all accidents must be reported as soon as possible to the employee's supervisor or Department Head, or to the Human Resource Director, who shall complete a report to be filed in a Designated County office. Any accident requiring professional medical attention shall be reported as soon as practical, no later than twenty-four (24) hours to insure proper workers compensation coverage.

Jasper County will provide temporary light duty employment for employee's recuperating from an injury. The temporary light duty will end following the release from a physician which allows the employees to return to a full duty position or places a permanent physical restriction on the employee. Normal for this period of time will not exceed six months.

**Family Medical Leave:** The Family and Medical Leave Act of 1993 provides that all employees employed by the County for at least twelve (12) months and have worked at least 1,250 hours during the previous twelve (12) months, be entitled to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
2. Because of the placement of a son or daughter of the employee for adoption or foster care.
3. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Family Medical Leave under paragraph (1) and (2) shall not be taken by the employee intermittently unless the employee and the Employer agree otherwise. Paragraph (3) and (4) may be taken intermittently if and when medically necessary.

Any eligible employee who takes qualifying family medical leave for the intended purpose of the leave shall be entitled, on return from such family leave:

1. To be restored by the Employer to the position of employment held by the employee when the leave commenced: or
2. To be restored to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

The taking of eligible family medical leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

During any period that an eligible employee takes family medical leave, the employee may maintain coverage under any "group health plan" for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously from the date the employee commenced the family medical leave until the date employment is restored. While on unpaid family medical leave, however, an employee's seniority is frozen; no other benefits will be provided, and the employee will not accrue vacation leave or any other leave or other benefit entitlements. It is wholly the employee's responsibility under any such circumstances to timely pay all premiums directly himself/herself to the County Auditor's Office. Arrangements for time of payment must be made directly by such employee with the Auditor prior to the employee taking the family medical leave.

The employee may choose whether to substitute accrued paid leave for all or any part of Family Medical Act Leave entitlements, and the Employer shall honor such employee decision.

## **ARTICLE 13 HOLIDAYS**

Regular full-time employees are eligible for the following paid holidays:

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

And a minimum of two (2) additional floating holidays set by the Board of Supervisors. Employees shall also receive one (1) floating holiday that may be used during the fiscal year. There is no cash value to the floating holiday.

Each eligible employee shall be paid for each of the holidays set forth in this Article, subject to the following. A regular full-time employee required to work on any recognized holiday shall be paid time and one-half (1½) for all hours worked, plus the paid holiday at said straight rate. A regular part-time employee required to work on any recognized holiday will be paid time and one-half (1½) for all hours worked, plus the paid

Holiday at said straight time. Holiday pay will be at the normal pay for the day or week for which he/she would have been scheduled to work. Holiday time entitlements shall be included in any overtime entitlement calculations. Time worked on Saturday or Sunday if Saturday or Sunday is the Holiday shall be paid at one and one-half (1½) the regular rate of pay.

To be eligible for holiday pay, an employee must have worked or be in paid leave status the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday. No holiday entitlements may be carried over from one year to the next. An employee on layoff or on authorized unpaid leave of absence is not eligible for holiday pay. Paid holidays falling on Sunday will be observed on Monday, and paid holidays falling on Saturday will be observed on Friday. Employees who receive holiday pay, (other than those regularly scheduled on a 5/2 schedule with holiday scheduled off), shall use their holidays at their own discretion within the fiscal year in which they occur. There is no carry-over or accrual of any holiday entitlements beyond the current fiscal year; and holiday entitlements not utilized will be lost. Employees, without recourse, will run the risk of not receiving their holidays if they wait until the end of the fiscal year to request their days off if scheduling cannot be arranged. In the event that several employees request the same days off, holidays will be granted strictly by seniority.

## ARTICLE 14 VACATIONS

Eligibility and Allowances: Regular full-time and regular part-time eligible employees shall be eligible for a vacation allowance according to the following service requirements:

SERVICE REQUIREMENT	MONTHLY ACCURAL RATE	ALLOWANCE
First month through fourth year	* 3.08 hours per pay period	10 days or 2 weeks
Fifth year through ninth year	* 4.62 hours per pay period	15 days or 3 weeks
Tenth year through fourteenth year	* 5.38 hours per pay period	17 and ½ days or 3 weeks 2 and ½ days
Fifteenth through nineteenth year	* 6.15 hours per pay period	20 days or 4 weeks
Twenty or more years	* 7.69 hours per pay period	25 days or 5 weeks

During the initial probationary period of six (6) months, an employee shall not be eligible to accrue or use vacation leave; however, after completing the probationary period, retroactive credit for the first six (6) months of service shall be granted. The employee can subsequently use and earn pro-rata vacation in accordance with the service requirements, accruals and allowances indicated above. Vacations must be taken during the anniversary year; however, with the supervisor's approval and concurrent by the Department Head, or Human Resource Director, two (2) weeks vacation time may be accumulated and carried forward to the next year.



Vacation Pay: The rate of vacation pay shall be the employee's regular straight time rate of pay for the day or week for which he/she would have been regularly scheduled to work; and vacation benefit entitlements may not be used in computing any overtime entitlement. Upon resignation or termination from employment an employee who has successfully completed the probationary period shall be paid on a pro-rata basis for all unused vacation left at the time of termination.

Choice of Vacation Period: Vacations must be approved by the Supervisor, or Department Head. To the extent practicable, vacation time will be scheduled to coincide with the scheduled workweek. Vacation may be taken in less than one day (1) or eight (8) hour increments with the advance approval of the supervisor or Department Head. The Employer may require rescheduling of vacation when it is necessary for the efficient operation of the department. When two (2) or more employees request vacation for the same period, and not all can be spared from work for the same period, the employee or employees granted vacation will be on seniority.

Holiday During Vacation Period: If a holiday occurs during the employee's scheduled vacation period, an employee shall be granted an additional vacation day to be taken the day before the vacation starts or the day after the vacation ends.

## **ARTICLE 15 DUES CHECKOFF AND INDEMNIFICATION**

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, the Employer agrees to deduct the regularly monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing the exact amount of such regular membership dues to be deducted. 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.

## **ARTICLE 16 WORK RULES**

The Employer may, from time to time, develop, put into effect, and enforce work rules and policies. Such work rules and policies can be enforced through corrective actions. Said work rules and policies will be sent to the Union ten (10) days prior to their effective date. Each employee will be given and will maintain a copy of the Jasper County Human Resources Manual, which outlines and established the work rules and policies. It is also understood that the Jasper County Human Resources Manual does not replace the Agreement between the Union and Employer but address policies and rules not covered by said Agreement. Any discipline imposed shall be subject to Article 6 (Grievance Procedure and Arbitration).

## **ARTICLE 17 GENERAL PROVISIONS**

**Discipline:** Union will be notified of non-criminal employee investigations, and once investigation completed the Employer has seven (7) days to discipline employee. All verbal and written discipline will be removed after eighteen (18) months, and all suspensions will be removed after thirty-six (36) months.

**Physicals:** Any physical required by the Employer, including but not limited to pre-employment physical examinations other than those required under Civil Service, shall be paid by the Employer.

**Labor/Management/Safety Meetings:** The Parties will endeavor to hold quarterly labor/management/safety meetings. Up to two (2) Union employees may be on pay status for these meetings (but such shall not be used to qualify such employee for any overtime entitlement). There will be a maximum of four (4) members from the Union allowed to serve as Union representatives on this committee. These meetings will be scheduled thirty (30) days in advance, with an agenda by both parties sent at least seven (7) days in advance where practicable. Items not on the agenda need not be discussed except by mutual agreement. Additional meetings may be scheduled on an "as needed" basis, and the same rules will apply to those meetings as stated above. One (1) employee will represent AFSCME/Iowa Local 2840 and be in paid status on the County Safety Committee.

**Mileage:** Employees required to use their personal automobile for County business shall be reimbursed for mileage at the rate set by the County Board of Supervisors. The County mileage reimbursement rate will follow the Federal rate. The Federal Mileage Rate is published in the November 553 Update.

**Training:** The County will pay for all required/mandatory training including expenses and fees.

**Field Training Pay:** When asked or required to train new employees on the job. "Field Trainer" will be paid thirty-five cents (\$0.35) over their regular straight time rate.

**Association Dues:** All Association dues that are currently being paid for employees shall be paid for all regular full-time employees for the duration of this contract.

**Meetings:** All employees shall be required to attend regular meetings called by the supervisor or Department Head, provided such employee is not on authorized vacation or other leave and that a notice of such meetings has been given at least five days in advance thereof. Employees in attendance at such meetings shall be entitled to receive two (2) hours straight-time pay.

**Union Leave:** Duly elected representatives of the Union shall be granted time-off without pay to attend to Union business. Combined time off for all representatives shall not exceed a total of sixty hours (60) per year. Not more than two (2) members per director department and not more than four (4) employees total shall be granted this leave for any one conference or convention, training, or other Union business. Such leave shall not interfere with the Employer's operations. The employee shall give the Employer ten

(10) days notice.

New Employee Orientation: One representative of the Union shall be granted up to thirty (30) minutes for Union orientation during the formal orientation for new employees either as a group or with individuals.

Where the Employer does not have a formal orientation program, the Employer will notify a Local Union Representative (President, Chapter Chair, Stewards) that a new employee(s) has been hired. The Employer will allow a thirty (30) minute Union orientation with the new employee.

The Union representative shall be in pay status for thirty (30) minute Union orientation only if the representative is on duty at the time the orientation is presented. No local union representative shall receive overtime, call-back pay, etc., for participating in the employee orientation program while off duty.

Payroll Deduction: The Employer agrees to deduct from the wages of any employee who is a member of the Union a people deduction as provided for in a written authorization. All notices will be turned in to the Human Resources Director. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Employer. The Union agrees that all contributions are voluntary and will not pressure or coerce any member to contribute. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union. The Human Resources Director will send an itemized statement showing the name of the employee whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## **ARTICLE 18 INSURANCE**

Health Insurance: The County will provide a cafeteria plan of benefits from which the employees may choose from a minimum of two (2) options. All employees will select either Plan 3 (\$500/\$1000 Deductible Plan) or the HDHP (High Deductible Health Plan).

### Employee Contributions:

Employees may select Plan 3 and contribute 10% of the premium OR select the HDHP with 0% contribution. If the HDHP is selected, the County will contribute to an HSA the difference between the County contribution to Plan 3 (500/1000 Plan) and the premium cost of the HDHP.

\* Maintain the \$34.50 FSA Contribution per month for Plan 3 (\$500/\$1000) for employees that elect the single plan  
The County agrees to pay the premium on all of the following for eligible covered employees for the life of the contract.

1. \$30,000 life insurance

2. Long Term Disability at sixty percent (60%) of the monthly earnings of an employee with a 90-day elimination period.
3. Single Dental benefit
4. Single Vision benefit

If the ACA or its implementing regulations result in additional fees or taxes being paid by the County, the County may open the contract for negotiations through impasse on insurance and wages.

## **ARTICLE 19 WAGES AND LONGEVITY**

Wages and longevity pay shall be as shown on the respective attachments, each of which is by this reference fully incorporated herein as a part hereof.

If a successful applicant is hired, he/she may be placed at the appropriate wage schedule according to relevant experience. However, no new hire may be placed initially employed at top scale wage without prior approval of the Union. Any person hired under such advanced wage scale shall not be entitled to receive such longevity until such employee has completed five (5) years of service.

Effective July 1, 2016 increase of 2.50% Across the Board  
 Effective July 1, 2017 increase of 2.75% Across the Board  
 Effective July 1, 2018 increase of 2.90% Across the Board  
 Effective July 1, 2019 increase of 3.00% Across the Board

Employees hired after 7/1/16: The Wage schedule shall be frozen and new employees will receive step increases. The wage schedule shall be increased “aged” if the average of the five (5) larger and five (5) smaller counties (Clerks and Custodian classifications) result in the classification being paid less than five percent (5%) above the average of the comparability group. The comparability will be reviewed each June and the result provided to the Union. This provision shall be removed June 30 2020.

### **LONGEVITY**

Effective July 1, 2016 through June 30, 2020

After five (5) years of service	\$0.30
After ten (10) years of service	\$0.35
After fifteen (15) years of service	\$0.40
After twenty (20) years of service	\$0.45

All employees in a classification shall be paid at the same rate, regardless of full-time or part-time status.

**ARTICLE 20**  
**UNIFORM ALLOWANCE**

The Employer will supply the necessary uniforms/equipment as required by the Employer in the course of employment, or by the Code of Iowa.

**ARTICLE 21**  
**FINALITY AND EFFECT**

This Agreement constitutes the entire Agreement between the parties and concludes Collective Bargaining for this term.

The parties acknowledge that during the course of negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable 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. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matters during the term of this Agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter on specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 22  
DURATION**

This Agreement shall be effective from July 1, 2016 and shall continue in full force and effect until it's expiration on midnight June 30, 202.

Local 2840, AFSCME/  
Iowa Council 61, Union

By \_\_\_\_\_  
AFSCME/Iowa Council 61  
Representative

By \_\_\_\_\_  
AFSCME/Iowa Local 2840  
President

Jasper County, Iowa

By \_\_\_\_\_  
Chairperson, Board of Supervisors

ACKNOWLEDGE

\_\_\_\_\_  
Employer Representative

ATTESTED:

\_\_\_\_\_  
Jasper County Auditor

01201017

## APPENDIX B

### SHIFT DIFFERENTIAL

Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of forty cents (\$0.40) cents per hour for any regular scheduled permanent shift of which four or more hours occur between 3 P.M. and 11 P.M. and fifty cents (\$0.50) cents per hour in which for or more hours occur between 11 P.M. and 8 A.M. Employees who work rotating shifts on a regularly scheduled basis shall be eligible for shift differential. Applicable shift differential shall be paid for all hours worked.

## Progressive Scale for Employees Hired Before 7/1/16

### 2016 - 2017 Courthouse & Congregate Meals Pay Plan (2.5%)

Effective July 1, 2016

Classification	Hire-In	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
Assist. Finance Director	\$26.88	\$27.96	\$29.09	\$30.24	\$31.45	\$32.70	\$34.01
Clerks (Treasurer, Auditor, Recorder)	\$14.94	\$15.54	\$16.16	\$16.81	\$17.48	\$18.17	\$18.90
Payroll Clerk, Auto Examiner A, Real Estate	\$17.05	\$17.73	\$18.44	\$19.18	\$19.94	\$20.75	\$21.57
*Auto Examiner B (non CDL)	\$17.05	\$17.73	\$18.44	\$19.18	N/A	N/A	N/A
Maintenance Tech	\$17.93	\$18.37	\$19.11	\$19.92	\$20.81	\$21.80	\$22.77
Custodian	\$14.11	\$14.47	\$15.05	\$15.67	\$16.36	\$17.11	\$17.87
Information Systems Tech.	\$22.17	\$23.06	\$23.98	\$24.94	\$25.94	\$26.97	\$28.06
Site Mgr / Head Cook	\$12.21	\$12.68	\$13.19	\$13.72	\$14.27	\$14.85	\$15.44
2nd Cook	\$11.39	\$11.68	\$12.11	\$12.61	\$13.16	\$13.76	\$14.35
Third Cook	\$10.26	\$10.50	\$10.90	\$11.34	\$11.83	\$12.36	\$12.90

### 2017 - 2018 Courthouse & Congregate Meals Pay Plan ( 2.75%)

Effective July 1, 2017

Classification	Hire-In	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
Assist. Finance Director	\$27.62	\$28.73	\$29.89	\$31.07	\$32.32	\$33.60	\$34.95
Clerks (Treasurer, Auditor, Recorder)	\$15.35	\$15.97	\$16.60	\$17.27	\$17.96	\$18.67	\$19.42
Payroll Clerk, Auto Examiner A, Real Estate	\$17.52	\$18.22	\$18.95	\$19.71	\$20.49	\$21.32	\$22.16
*Auto Examiner B (non CDL)	\$17.52	\$18.22	\$18.95	\$19.71	N/A	N/A	N/A
Maintenance Tech	\$18.42	\$18.88	\$19.64	\$20.47	\$21.38	\$22.40	\$23.39
Custodian	\$14.50	\$14.86	\$15.47	\$16.10	\$16.81	\$17.58	\$18.37
Information Systems Tech.	\$22.78	\$23.70	\$24.64	\$25.62	\$26.66	\$27.71	\$28.83
Site Mgr / Head Cook	\$12.54	\$13.03	\$13.56	\$14.10	\$14.66	\$15.26	\$15.86
2nd Cook	\$11.70	\$12.00	\$12.44	\$12.95	\$13.52	\$14.14	\$14.75
Third Cook	\$10.54	\$10.79	\$11.20	\$11.66	\$12.16	\$12.70	\$13.26

### 2018 - 2019 Courthouse & Congregate Meals Pay Plan (2.9%)

Effective July 1, 2018

Classification	Hire-In	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
Assist. Finance Director	\$28.42	\$29.56	\$30.75	\$31.97	\$33.26	\$34.58	\$35.96
Clerks (Treasurer, Auditor, Recorder)	\$15.80	\$16.43	\$17.08	\$17.77	\$18.48	\$19.21	\$19.99
Payroll Clerk, Auto Examiner A, Real Estate	\$18.03	\$18.75	\$19.49	\$20.28	\$21.09	\$21.94	\$22.81
*Auto Examiner B (non CDL)	\$18.03	\$18.75	\$19.49	\$20.28	N/A	N/A	N/A
Maintenance Tech	\$18.96	\$19.42	\$20.21	\$21.06	\$22.00	\$23.05	\$24.07
Custodian	\$14.92	\$15.29	\$15.91	\$16.57	\$17.29	\$18.09	\$18.90
Information Systems Tech.	\$23.44	\$24.39	\$25.36	\$26.36	\$27.43	\$28.52	\$29.66
Site Mgr / Head Cook	\$12.91	\$13.41	\$13.95	\$14.51	\$15.08	\$15.70	\$16.32
2nd Cook	\$12.04	\$12.35	\$12.80	\$13.33	\$13.91	\$14.55	\$15.18
Third Cook	\$10.85	\$11.10	\$11.53	\$11.99	\$12.51	\$13.07	\$13.64

### 2019 - 2020 Courthouse & Congregate Meals Pay Plan (3.0%)

Effective July 1, 2019

Classification	Hire-In	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
Assist. Finance Director	\$29.28	\$30.45	\$31.67	\$32.93	\$34.25	\$35.62	\$37.04
Clerks (Treasurer, Auditor, Recorder)	\$16.27	\$16.92	\$17.60	\$18.31	\$19.03	\$19.79	\$20.59
Payroll Clerk, Auto Examiner A, Real Estate	\$18.57	\$19.31	\$20.08	\$20.89	\$21.72	\$22.60	\$23.49
*Auto Examiner B (non CDL)	\$18.57	\$19.31	\$20.08	\$20.89	N/A	N/A	N/A
Maintenance Tech	\$19.53	\$20.01	\$20.81	\$21.69	\$22.66	\$23.74	\$24.79
Custodian	\$15.37	\$15.75	\$16.39	\$17.07	\$17.81	\$18.63	\$19.47
Information Systems Tech.	\$24.14	\$25.12	\$26.12	\$27.15	\$28.25	\$29.37	\$30.55
Site Mgr / Head Cook	\$13.29	\$13.81	\$14.37	\$14.95	\$15.54	\$16.17	\$16.81
2nd Cook	\$12.40	\$12.72	\$13.19	\$13.73	\$14.33	\$14.98	\$15.63
Third Cook	\$11.17	\$11.44	\$11.87	\$12.35	\$12.88	\$13.46	\$14.05

Longevity: July 1, 2016 thru June 30, 2020

After 5 Yrs	After 10 Yrs	After 15 Yrs	After 20 Yrs
\$0.30	\$0.35	\$0.40	\$0.45

-continued-



## Non-Progressive Scale for Employees Hired After 7/1/16

### 2016 - 2017 Courthouse & Congregate Meals Pay Plan

Effective July 1, 2016

Classification	Hire-In	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
Assist. Finance Director	\$26.88	\$27.96	\$29.09	\$30.24	\$31.45	\$32.70	\$34.01
Clerks (Treasurer, Auditor, Recorder)	\$14.94	\$15.54	\$16.16	\$16.81	\$17.48	\$18.17	\$18.90
Payroll Clerk, Auto Examiner A, Real Estate	\$17.05	\$17.73	\$18.44	\$19.18	\$19.94	\$20.75	\$21.57
*Auto Examiner B (non CDL)	\$17.05	\$17.73	\$18.44	\$19.18	N/A	N/A	N/A
Maintenance Tech	\$17.93	\$18.37	\$19.11	\$19.92	\$20.81	\$21.80	\$22.77
Custodian	\$14.11	\$14.47	\$15.05	\$15.67	\$16.36	\$17.11	\$17.87
Information Systems Tech.	\$22.17	\$23.06	\$23.98	\$24.94	\$25.94	\$26.97	\$28.06
Site Mgr / Head Cook	\$12.21	\$12.68	\$13.19	\$13.72	\$14.27	\$14.85	\$15.44
2nd Cook	\$11.39	\$11.68	\$12.11	\$12.61	\$13.16	\$13.76	\$14.35
Third Cook	\$10.26	\$10.50	\$10.90	\$11.34	\$11.83	\$12.36	\$12.90

### 2017 - 2018 Courthouse & Congregate Meals Pay Plan

Effective July 1, 2017

Classification	Hire-In	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
Assist. Finance Director	\$26.88	\$27.96	\$29.09	\$30.24	\$31.45	\$32.70	\$34.01
Clerks (Treasurer, Auditor, Recorder)	\$14.94	\$15.54	\$16.16	\$16.81	\$17.48	\$18.17	\$18.90
Payroll Clerk, Auto Examiner A, Real Estate	\$17.05	\$17.73	\$18.44	\$19.18	\$19.94	\$20.75	\$21.57
*Auto Examiner B (non CDL)	\$17.05	\$17.73	\$18.44	\$19.18	N/A	N/A	N/A
Maintenance Tech	\$17.93	\$18.37	\$19.11	\$19.92	\$20.81	\$21.80	\$22.77
Custodian	\$14.11	\$14.47	\$15.05	\$15.67	\$16.36	\$17.11	\$17.87
Information Systems Tech.	\$22.17	\$23.06	\$23.98	\$24.94	\$25.94	\$26.97	\$28.06
Site Mgr / Head Cook	\$12.21	\$12.68	\$13.19	\$13.72	\$14.27	\$14.85	\$15.44
2nd Cook	\$11.39	\$11.68	\$12.11	\$12.61	\$13.16	\$13.76	\$14.35
Third Cook	\$10.26	\$10.50	\$10.90	\$11.34	\$11.83	\$12.36	\$12.90

### 2018 - 2019 Courthouse & Congregate Meals Pay Plan

Effective July 1, 2018

Classification	Hire-In	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
Assist. Finance Director	\$26.88	\$27.96	\$29.09	\$30.24	\$31.45	\$32.70	\$34.01
Clerks (Treasurer, Auditor, Recorder)	\$14.94	\$15.54	\$16.16	\$16.81	\$17.48	\$18.17	\$18.90
Payroll Clerk, Auto Examiner A, Real Estate	\$17.05	\$17.73	\$18.44	\$19.18	\$19.94	\$20.75	\$21.57
*Auto Examiner B (non CDL)	\$17.05	\$17.73	\$18.44	\$19.18	N/A	N/A	N/A
Maintenance Tech	\$17.93	\$18.37	\$19.11	\$19.92	\$20.81	\$21.80	\$22.77
Custodian	\$14.11	\$14.47	\$15.05	\$15.67	\$16.36	\$17.11	\$17.87
Information Systems Tech.	\$22.17	\$23.06	\$23.98	\$24.94	\$25.94	\$26.97	\$28.06
Site Mgr / Head Cook	\$12.21	\$12.68	\$13.19	\$13.72	\$14.27	\$14.85	\$15.44
2nd Cook	\$11.39	\$11.68	\$12.11	\$12.61	\$13.16	\$13.76	\$14.35
Third Cook	\$10.26	\$10.50	\$10.90	\$11.34	\$11.83	\$12.36	\$12.90

### 2019 - 2020 Courthouse & Congregate Meals Pay Plan

Effective July 1, 2019

Classification	Hire-In	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
Assist. Finance Director	\$26.88	\$27.96	\$29.09	\$30.24	\$31.45	\$32.70	\$34.01
Clerks (Treasurer, Auditor, Recorder)	\$14.94	\$15.54	\$16.16	\$16.81	\$17.48	\$18.17	\$18.90
Payroll Clerk, Auto Examiner A, Real Estate	\$17.05	\$17.73	\$18.44	\$19.18	\$19.94	\$20.75	\$21.57
*Auto Examiner B (non CDL)	\$17.05	\$17.73	\$18.44	\$19.18	N/A	N/A	N/A
Maintenance Tech	\$17.93	\$18.37	\$19.11	\$19.92	\$20.81	\$21.80	\$22.77
Custodian	\$14.11	\$14.47	\$15.05	\$15.67	\$16.36	\$17.11	\$17.87
Information Systems Tech.	\$22.17	\$23.06	\$23.98	\$24.94	\$25.94	\$26.97	\$28.06
Site Mgr / Head Cook	\$12.21	\$12.68	\$13.19	\$13.72	\$14.27	\$14.85	\$15.44
2nd Cook	\$11.39	\$11.68	\$12.11	\$12.61	\$13.16	\$13.76	\$14.35
Third Cook	\$10.26	\$10.50	\$10.90	\$11.34	\$11.83	\$12.36	\$12.90

Longevity: July 1, 2016 thru June 30, 2020

After 5 Yrs	After 10 Yrs	After 15 Yrs	After 20 Yrs
\$0.30	\$0.35	\$0.40	\$0.45

**Collective Bargaining Agreement**

**Between**

**The Jasper County Board of Health**

**And**

**Home Health Aides  
AFSCME Council 61  
Local 2840**

**Effective July 1, 2016 thru June 30, 2020**

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## **Preamble**

THIS AGREEMENT entered into by the Jasper County Board of Health hereinafter referred to as the Employer and Local 2840, AFSCME/Iowa Public Employees Council 61, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other items contained herein.

# **Article 1**

## **Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other negotiable subjects of bargaining for all employees of The Jasper County Board of Health which includes the Home Health Aides, Environmental Health Technician, and Executive Secretary and excludes the Home Health Aides Director, Environmental Health Director and Assistant Environmental Health Director.

# **Article 2**

## **Definitions**

Regular full-time employees are those who are normally scheduled to work at least sixty (60) hours in a pay period.

Regular part-time employees are those who are normally scheduled to work less than sixty (60) hours in a pay period.

Temporary employees are those who are hired to work for a period of six (6) months or less and shall not be covered by this agreement.

Probationary employee shall not be eligible for sick leave or vacation leave until successful completion of their probationary period.

Eligibility for insurance will be governed by the group plan.

### **Eligibility for Benefits**

Employees shall earn benefits based on hours worked. For purposes of this section, hours of work shall include vacation and paid holidays. In order for a part-time employee to receive pro rata benefits, they must be regularly scheduled to work forty-eight (48) hours in a pay period. Benefits shall be accrued, each payroll period based on hours worked. Sick leave and vacation shall be vested bi-weekly, incentive days quarterly. Regular full-time employees will be allowed to count paid leaves as hours worked for the purpose of vacation accrual.

**Training**

In-service and other training sessions will be paid at the employee's appropriate rate of pay.

**Article 3**  
**Americans with Disabilities Act**  
**Compliance**

The parties agree that exceptions to the agreement may be necessary to comply with the ADA. No exceptions to this agreement will be made until discussions and agreement between the parties have taken place.

**Article 4**  
**Employer Rights**

The Employer shall have, in addition to all powers, duties and rights established by law, 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; discipline, suspend or discharge employees; to develop and enforce rules for employee discipline; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; make inspections; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means assignments, and personnel by which operations are to be conducted; to establish production standards; to establish, change and enforce work schedules; to abolish, create or change jobs and their duties; to determine the number and times of shifts; and to manage the operation in the traditional manner, is vested exclusively with the employer. It is agreed that the enumeration above shall not be deemed to exclude the other areas not specifically enumerated, provided that the exercise of such areas shall not be in conflict with any provision of the Agreement.

**Article 5**  
**Grievance Procedure**

Any dispute which may arise between the Employer and an employee regarding a violations, misapplication or misinterpretation of a specific provision(s) of this Agreement shall be adjusted in accordance with the following procedure:

Step 1: The Union Steward, with or without the employee, shall take up the grievance or dispute with the Director or his/her designee within seven (7) calendar days of the occurrence, in an effort to resolve the problem in an informal manner.

Step 2: If the grievance still remains unresolved, it may be reduced to writing and within seven (7) calendar days after the oral discussion, be presented by the Steward and/or the employee to the Director of Human Resources. The written grievance shall state the nature of the grievance, note the specific clause or clauses violated and the adjustment required, and shall be signed and dated by the aggrieved

employee. The matter shall then be considered by the Steward, with or without the employee at the employee's option, and Director at a mutually agreeable time and place. The Employer's final decision on the grievance will be presented in writing to the Steward and the grievant within six (6) calendar days after the filing.

Step 3: If the grievance is still unresolved, the Union, within fourteen (14) calendar days after the response of the designated representative of the employer is due, may request arbitration by written notice to the Director.

The Union's International Union Representative and/or Council Representative may attend and participate in all matters pertaining to the grievance.

Within seven (7) calendar days from the date of the receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agrees upon an arbitrator or jointly petition the Public Employment Relations Board (PERB) to submit a list of seven (7) arbitrators, from which one (1) arbitrator shall be selected to hear and decide the grievance. The employer and the Union shall meet within seven (7) calendar days from the receipt of said list and alternately strike names from the submitted list and the person whose name is left shall be the arbitrator. Either party may reject the list of proposed arbitrators and petition the Federal Mediation and Conciliation Service for a new list of seven (7) arbitrators. The party making the first strike shall be decided by the flip of a coin.

Each of the two (2) parties shall alternately strike one (1) name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on both parties. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

The parties will pay the fees and expenses of the arbitrator equally. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcripts of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the 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 of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement.

The failure of any employee to act on any grievance within the prescribed time limits or to follow the procedures outlined in this Article, will act as a bar to further appeal. Both parties agree that a grievance must be scheduled for arbitration hearing no later than ninety (90) days after the selection of the arbitrator. The parties may extend this time line upon mutual agreement. If the grievance is not timely answered by the Employer, it will automatically be referred to the next step. All awards and settlements shall in no case be made retroactive thirty (30) days prior to the date on which the grievance was first presented in written form as provided in Step 2 of the grievance procedure. The parties may extend time lines upon written mutual agreement.

The Union and the grievant shall be allowed a reasonable amount of time (not to exceed thirty (30) minutes per grievance) to investigate and process grievances during working hours without loss of pay, provided, however, the employees have received permission from their Department Head or his/her designee.

## **Article 6**

### **Seniority**

Seniority means a regular full-time or regular part-time employee's length of continuous service with the Employer since their last date of hire. Part-time employee's seniority shall be prorated on the percentage of his/her time to full-time. Part-time employees will be listed on a separate seniority list for accounting purposes. Seniority will be administered on a job classification basis as listed on Appendix I.

All full-time and part-time shall serve a probationary period of six (6) months. Said probationary period may be extended upon mutual agreement between the Union and the Employer. Probationary employees may be terminated for any reason during their probationary period without recourse to the grievance procedure.

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

- a. An employee quits
- b. Retirement
- c. Other reasons as outlined in other areas of the Agreement

An employee on leave without pay for over thirty (30) calendar days shall have their seniority frozen unless the leave is a direct result of an on-the-job injury covered by Worker's Compensation and in that event, seniority shall be allowed to accrue up to one (1) year.

If a permanent job opening occurs or a new job is created in the bargaining unit other than a temporary vacancy or job, then the Employer shall post the job for a period of seven (7) calendar days, during which time the employees may apply for the job. The Employer has the right to determine whether or not there is a job opening. The posting shall include the qualifications and experience necessary, the department, hours and shift. The application shall be in writing and submitted to the Department Head. The Employer shall consider the applicant's qualifications~ ability to perform, and seniority. If the employee is qualified and has the required experience and the ability to satisfactorily perform the work required, as determined by the Employer, the most senior applicant shall be selected for the opening. If the Employer determined that no employee applicant is qualified or has the required experience for the job or does not have the ability to satisfactorily perform, the Employer reserves the right to select a person from outside the unit.

It is the right of the Employer to determine when a job is vacant and when it will be filled. In the event a permanent employee fills a temporary opening for eight (8) hours or more, he/she shall be paid the rate of pay for that position or his/her own rate, whichever is higher.

Every six (6) months, the Employer shall post on the Union bulletin board a seniority list showing each employee's date of hire, job classification, and total seniority. A copy of the seniority list shall be furnished to the Union when it is posted. Failure by the Union and/or any employee to grieve this list within fifteen (15) days will be considered to have confirmed the accuracy of the list.

A grievance alleging a violation of the Article may be commenced at Step 2 of the grievance procedure.



## **Article 7**

### **Wages**

Attached to this Agreement is Appendix I, The Wage Schedule. This Schedule is incorporated into and is to be a part of this Agreement.

**Effective July 1, 2016 increase of 2.50% Across the Board**

**Effective July 1, 2017 increase of 2.75% Across the Board**

**Effective July 1, 2018 increase of 2.90% Across the Board**

**Effective July 1, 2019 increase of 3.00% Across the Board**

Employees hired after 7/1/16: The wage schedule shall be frozen and new employees will receive step increases. The wage schedule shall be increased or “aged” if the average of the five (5) larger and five (5) smaller counties (Home Care Aide classification) results in the classification being paid less than five percent (5%) about the average of the comparability group. The comparability will be reviewed each June and the results provided to the Union. This provision shall be removed June 30, 2020.

Employee’s advancement on the wage schedule will be determined by years of experience in the job classification. The granting and/or denial of the additional experience will be mutual agreement between the Director and the Union. If agreement cannot be reached, the Director has the right to determine the amount of experience an employee will receive. The Union shall have the right to process the Director’s decision through the grievance process.

## **Article 8**

### **Layoffs**

#### **Notice of Layoff**

Except for emergencies, such as equipment breakdown or weather, a regular employee who is to be laid off for more than one (1) week will be given a seven (7) day notice prior to the layoff.

No notice will be needed for layoffs of a shorter period cause by lack of work, equipment breakdown, weather, etc.

#### **Procedure for Layoffs**

When the work force is to be reduced, the Employer shall determine the shift(s) and job classification(s) (whether it is to be full or part-time position) to be reduced, and shall lay off the least senior employee(s) on that shift. The employee removed can, in lieu of layoff, replace the employee with the least seniority in his/her job classification if the employee is qualified to do the available work, provided, however, full-time employees will have the option to bump the least senior full-time employee before bumping a less senior part-time employee. The employee removed can, in lieu of layoff, then replace the least senior

employee in any lower job classification if he/she is qualified and able to satisfactorily perform the work available, as determined by the Employer.

Prior to a scheduled lay-off, the Director of Human Resources shall attempt to find another position within the county for the displaced employee(s).

**Recall**

On recall from layoffs, employees shall be returned to their job classification in the reverse order in which they were laid off, if they are qualified and their previous work record was satisfactory. An employee shall retain recall rights for up to one (1) year or for a period of time equal to his/her seniority, whichever is shorter. No new employees will be hired in a job classification if there are employees laid off from that classification who can perform the essential functions of the position with or without a reasonable accommodation.

Employees to be recalled after being on layoff shall be notified by certified mail, return receipt requested, to the last address shown on the employee's record. It is the employee's responsibility to keep the employer informed of their current address and phone number.

An employee who is laid off and fails to report to work within seven (7) days from the date the recall notice is postmarked shall lose seniority and recall rights.

A grievance alleging a violation of the Article may be commenced at Step 2 of the grievance procedure.

## **Article 9 Hours of Work**

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

**Workweek**

The normal work pay period for regular full-time employees shall consist of eighty (80) hours in a two (2) week period. The normal workweek shall consist of five (5) consecutive workdays, Monday thru Friday with Saturday and Sunday off.

**Workday**

Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute the normal workday.

**Work Schedule**

Work schedules showing the employee's shifts, workdays and hours shall be posted on all department bulletin boards at least five (5) days prior to their effective date. Work schedules shall not normally be changed unless the changes are necessary for the efficient operations of the facility. Temporary work schedule changes shall not be made for the purpose of avoiding overtime except by voluntary agreement by the employee.

The County will schedule up to five (5) Home Care Aide positions for forty (40) hours per week. These positions will be assigned to the five (5) most senior employees. If client care responsibilities and/or other work as determined by the County does not allow for five (5) full-time positions, the County may reduce the hours of the positions by seniority for the least senior to the most senior after asking for volunteers by seniority.

Employees assigned to forty (40) hours work weeks shall work 8:00 a.m. to 4:30 p.m. and report to the office prior to commencing work and at the conclusion of the day. These positions will follow the "Rest Periods and Lunch Periods" provision of the contract.

**Exchanging Days of Work**

Days of work within the pay period may be exchanged with prior approval of the Employer. The request shall be in writing with the name of the replacement. The request will be granted, provided the following conditions are met:

- a. The proposed replacement is qualified and able to perform the work as determined by the Director.
- b. The hours performed by the replacement cannot put them in an overtime situation.

**Rest Periods and Lunch Periods**

During an employee's eight (8) hour shift, the Employer will grant thirty (30) minutes unpaid time for lunch and two (2) fifteen (15) minute paid rest periods. Employees on six (6) hour shifts, which includes a half (½) hour unpaid meal break, will receive one (1) fifteen (15) minute rest period. Employees on a six (6) hour shift and no meal period will receive two (2) ten (10) minute breaks. Employees on a three and one-half (3½) hour shift will receive a ten (10) minute break.

## **Article 10 Overtime**

Overtime shall be paid at the rate of time of one and one-half (1½) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in one (1) day or forty hours (40) in a work week. Overtime shall not be paid more than once for the same hours worked. Overtime must be approved in advance.

A list shall be posted so that employees interested in overtime work may so indicate. The Employer shall not be required to contact persons who do not sign the list. For distribution purposes, any employee who does not sign the list shall be considered as having worked the average number of hours worked by those on the list.

An employee required to work outside of his/her regular shift will receive a minimum of two (2) hours at the appropriate rate. To qualify for call-in pay, the time worked cannot be contiguous to the beginning or end of the employee's work shift.

Incentive days and vacation time which have been requested thirty (30) days in advance shall be counted as time worked for the purposes of determining overtime.

In the event an employee is sick, and the sick leave puts the employee over eighty (80) hours in a pay period, the employee shall have the option of taking sick leave pay at straight time pay, or taking their sick leave day as unpaid leave.

In the event an employee works over eighty (80) hours in a pay period and the hours worked over eighty (80) hours are holiday hours, the holiday hours will be floated to another day worked in said pay period.

All work performed on Saturday shall be paid at one and one-half (1½) times the employee's straight time hourly rate.

All work performed on Sunday shall be two (2) times the employee's straight hourly rate.

## **Article 11**

### **Leave of Absence**

#### **Sick Leave**

Accrued sick leave may be used during a period when an employee is unable to work because of medically related disabilities; for physical or mental illness; medical, dental or optical examination, surgery or treatment; or when performance of assigned duties would jeopardize the employee's health or recovery. Medically related disabilities caused by pregnancy or recovery from childbirth shall be covered by sick leave. Sick leave shall not be used as vacation. Sick leave shall not be granted in excess of the amount accrued.

#### **Accrued Time**

Full-time employees shall accrue sick leave at the rate of 554<sup>1</sup> hours per pay period. Eligible part-time employees shall accrue on a prorated basis according to the hours worked. Sick leave may be accumulated up to seven hundred and twenty (720) hours, which is equivalent to ninety (90) working days. After the first 720 hours have been accrued, the employee can continue to accrue sick leave at the reduced rate of 2.77<sup>2</sup> hours per pay period until an additional 720 hours have been accumulated.

Once one thousand four hundred and forty (1440) hours have been accumulated and banked, the employee can accrue sick leave at a reduced rate of 1.38<sup>3</sup> hours per pay period, which can be used for vacation leave. If such leave is not subsequently converted to a vacation leave, the employee, upon retirement, will be compensated for all accumulated unused sick leave in excess of 1440 hours at their last rate of pay.

#### **Provisions**

Payment of accrued sick leave benefits will begin on the first (1st) day of absence, computed at the employee's regular base pay. If a holiday falls within a paid sick leave, that day will be counted as a holiday and not as sick leave. Paid sick is a protection and is never to be considered as time off with pay for vacation time. Sick leave shall not be taken in advance of accrual. Sick leave will not be considered work hours for the purpose of computing overtime pay.

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<sup>1</sup> Actual equals to 5.53846 15

<sup>2</sup> Actual equals to 2.7692308

<sup>3</sup> Actual equals to 1.3846154

Upon retirement the employee at their option may elect to have up to 720 hours of sick leave converted at the employee's current rate of pay to payment of health insurance premiums under the current plan offered by the county, until such time all of the employee's accumulated sick leave balance is depleted.

The Director may allow the use of sick leave to take care of an employee's immediate family (mother, father, spouse, and children) for medical reasons. This use of sick leave shall not exceed forty (40) hours per anniversary year. Exception to policy can be found under FMLA. Employees may carry over up to forty (40) hours into the next fiscal year, not to exceed eighty (80) hours.

Sick leave shall expire on the date of separation from the County and no employee shall be reimbursed for sick leave outstanding at the time of such separation. An employee will be compensated at the last rate of pay for any accumulated sick leave in excess of 1,440 hours and will be paid out at the last rate of pay.

When an employee request vacation time for a definite period and the request is granted, any period of illness during the period of such leave shall be charged to sick leave upon the employee producing a written certificate from a practicing, licenses physician, osteopath, or a dentist stating the duration of the illness and the time period that the employee would have not been able to work. The Director will then determine the number of days to be credited to the employee's accrued vacation time in accordance with the physician's statement.

#### **Calling-in**

An employee shall inform the Director that they are not coming in to work, no later than sixty (60) minutes before the workday has commenced, unless it is physically impossible to do so.

#### **Limitations**

If an absence due to an illness or injury extends beyond the sick leave accrued by the employee, such additional time may be charged to vacation leave. If all sick and vacation leave has been utilized, the employee may be granted leave without pay.

#### **Incentive Days**

Employees who do not utilize sick leave during a three (3) month span as detailed below shall be entitled to one (1) bonus day. The three month span is defined as: July 1 – September 30; October 1 – December 31; January 1 – March 31; April 1 – June 30. Bonus days must be used within the succeeding three (3) month period. Utilization of sick leave for bereavement will not forfeit the employee's Bonus Day.

#### **Injury Leave**

All Jasper County employees are covered by worker's compensation insurance and any employee injured during authorized work which results in absence from the job is eligible to be compensated by the County for loss wages caused by the injury. Upon written request by the employee, the County will pay the difference between the amount paid for worker's compensation and the scheduled hours missed at the basic rate for a period not to exceed the number of sick leave days credited to the employee. However, in order to receive such additional injury leave benefits, a written statement from a practicing physician, dentist, or osteopath licensed under the laws of the State of Iowa describing the nature and extent of injury will be required by the employee's supervisor. Any and all accidents must be reported as soon as possible to the employee's supervisor, who shall complete a record to be filed in a designed county office. Any accident required professional medical attention shall be reported as soon as practical, no later than twenty-four (24) hours to insure proper workers compensation coverage.

Jasper County will provide temporary light duty employment for employees recuperating from an injury. The temporary light duty will end following the release from a physician, which allows the employees to return to a full duty position or places a permanent physical restriction on the employee. Normal for this period of time will not exceed six months.

In the event of a non-worker's comp injury, the Director of Human Resources will attempt to provide temporary light duty within other offices of the County if no such light duty is available within the Board of Health.

**Family Medical Leave Act (FMLA)**

The Family Medical Leave Act (FMLA) of 1993 provides that all employees employed by the County for at least twelve (12) months and have worked at least 1,250 hours during the previous 12 months, shall be entitled to a total of 12 work weeks of unpaid leave during any 12 month period for one or more of the following reasons:

- a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- b. Because of the placement of a son or daughter of the employee for adoption or foster care.
- c. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition.
- d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

FMLA under paragraph (a) and (b) shall not be taken by an employee intermittently unless the employee and the Employer agree otherwise. Paragraph (c) and (d) may be taken intermittently if and when medically necessary

Any eligible employee who takes qualifying FMLA for the intended purpose of the leave shall be entitled, on return from such FMLA

- a. Be restored by the Employer to the position with equivalent employment benefits and the leave commenced; or
- b. Be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

During any period that an eligible employee takes unpaid FMLA, the Employer's Group Health Plan (EMHP) will be maintained at the same level prior to the FMLA event. If the employee pays any portion of premium, the employee must continue to pay their portion. If the employee is more than thirty (30) days late in paying their portion of the premium, then their health care coverage can be legally cancelled. Once the FMLA event has ended, and the employee does not return to work for any reason other than for health related reasons, the Employer can seek repayment of all premium paid on the employee's behalf during the FMLA period.

The employee may choose whether to substitute accrued paid leave for all or any part of FMLA entitlements, and the employer shall honor such employee decision.

**Courthouse Closing**

The Board of Supervisors is the official decision-maker on whether or not the County Courthouse will be closed.

**Leave without Pay**

A leave of absence may be granted for a reasonable purpose to full and part-time employees for a limited period of time, not to exceed three (3) consecutive calendar months, by the director. The Director may extend this leave in writing every three (3) months under extenuating circumstances. In either case, the employee shall be reinstated into the same or similar position if they are medically able and will receive full credit for previous employment prior to the leave of absence.

**Procedure**

A request for leave shall be in writing, which shall include the beginning date, duration, and reasons for leaving. All requests must be submitted prior to the date of the leave with the Director determining the amount of advance notice.

**Benefits**

Benefits shall not be accrued while on unpaid leave, no benefits will be provided, and the employee will not accrue vacation leave. An employee may continue their health insurance if it is allowed by the carrier and at the employee's own expense. Premiums must be paid directly tot the Jasper County Auditor's Office. Arrangements for time of payment must be made with the Auditor prior to the employee taking the leave.

**Failure to Report**

If the employee does not return within two (2) working days after the leave has expired, the individual will lose all reinstatement rights to their position, and shall be considered a voluntary resignation. In the event an employee fails to return to work at the end of any such leave, he/she shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

**Funeral Leave**

A period not to exceed forty (40) hours with pay may be granted to an employee upon their request due to the death of a member of the employee's immediate family (parent, stepparent, spouse, child, stepchild, brother, sister, mother-in-law, father-in-law). Employees may be granted four (4) hours with pay when attending funeral services for fellow department workers as well as for known County employees. Payment for this time shall be made only if the funeral has actually been attended. In the event of the death of an employee's grandparent, spouse's grandparents, grandchild, brother-in-law, sister-in-law, the employee may be allowed up to twenty-four (24) hours off with pay. Time off for funerals will not be considered work hours for the purpose of computing overtime. Such leave of absence shall be charged against sick leave accruals. An employee on probation may use funeral leave but is without pay (i.e., unpaid time). The Director may grant additional time for the death of a parent, child, spouse, or grandchild.

**Military Leave**

The employee, upon showing appropriate orders to the Department Head, shall be granted a military leave in accordance with the Iowa Code, §29A.28 and the Federal Selective Service Act. Under the Iowa Code, an employee shall receive a paid leave of absence for up to thirty (30) days per fiscal year. At the employee's option, an employee commencing a military leave of absence of more than ninety (90) days shall be paid in a lump sum for all accrued vacation leave. An employee must return to work within thirty (30) days after the military obligation has expired in order to obtain their reinstatement rights.

The Director, with the approval from the Board of Health, may grant additional time to employees when sufficient cause warrants an extension.

**Jury and Related Duties**

Any employee shall receive full compensation during the employee's working day for appearance as a witness or jury member before a court, legislative committee, or other judicial or quasi-judicial body, in an action involving the Federal Government, the State of Iowa, Jasper County or a political subdivision thereof, in response to a subpoena or when such an appearance is ordered in connection with the employee's work by the Director. When released from duty during working hours, the employee will report to work within two (2) hours. Any compensation received by the employees for court related activities shall be surrendered to the Director, and sent to the Jasper County Auditor's Office. The employee may retain reimbursement for meals, travel and lodging. Such leave shall not be considered as work hours for the purpose of computing overtime.

**Voting Time**

Every employee is encouraged to exercise his/her privilege to vote. If for any good reason an employee is unable to vote before or after working hours, the Director may grant the employee time off, not to exceed two (2) hours to vote. Voting leave shall not be considered as work hours for the purpose of computing overtime.

## **Article 12 Holidays**

**Holidays**

Regular full-time employees on paid status shall receive their regular compensation for the designated holidays or parts thereof. Holidays will be considered as work hours for the purpose of computing overtime pay. Employees shall not receive payment for any holiday if they have an unexcused absence, layoff or not on paid leave status the working day immediately preceding or following the holiday. The Jasper County Board of Supervisors will determine particular dates for each holiday at the beginning of each year.

A non-exempt employee required to work on any recognized paid holiday shall be paid time and one-half (1½) the employee's straight time rate for all hours worked, plus the paid holiday at straight time rate. When an employee is not scheduled to work on a holiday, holiday pay will be at the normal pay for the day which he/she would have been scheduled to work.

Any floating holidays not scheduled by the Board of Supervisors shall be scheduled between the employee and the Director. Floating holidays cannot be carried over from one year to the next.

**Designated Holidays**

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day



A minimum of two (2) additional floating holidays set by the Board of Supervisors. Employees shall also receive one (1) floating holiday that may be used during the fiscal year. There is not cash value to the floating holiday.

**Religious Holidays**

It is the policy of Jasper County to permit absence from work with compensation for employees who wish to observe religious holidays of their faith, providing previous arrangements are made with the Director establishing an alternative work time. If an alternative work period cannot be arranged, any absence will be charged to vacation leave or to leave without pay.

**Weekend Holiday**

When a designated holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday and when the holiday falls on Sunday, the following Monday shall be observed as the legal holiday. In the case where the holiday falls on a Saturday and the preceding day is also a holiday Friday and Monday shall be taken off for the holiday that fell on the Saturday and Sunday.

## Article 13 Vacations

**General Regulations**

An employee's anniversary date shall be used to compute vacation leave, sick days and bonus days. Employees resigning or terminated before they have completed six (6) months of continuous employment will not be eligible for any prorated vacation benefits. Part-time employees shall be granted vacation pay on prorated bases. Vacation leave will not be considered work hours for the purpose of computing overtime pay.

**Schedule**

Vacation leave shall be accrued in accordance with the following yearly employment schedule, which is determined from completion of the anniversary date.

Service Requirement	Pay Period Accrual Rate	Annual Allowance
First month thru the 4 <sup>th</sup> year	3.08 hours <sup>4</sup>	10 days or 2 weeks
Fifth year thru the 9 <sup>th</sup> year	4.62 hours <sup>5</sup>	15 days or 3 weeks
10 <sup>th</sup> year thru the 15 <sup>th</sup> year	5.38 hours <sup>6</sup>	17.5 days or 3 weeks, 2.5 days
15 <sup>th</sup> year thru the 19 <sup>th</sup> year	6.15 hours <sup>7</sup>	20 days or 4 weeks
20 and more years	7.69 hours <sup>8</sup>	25 days or 5 weeks

<sup>4</sup> Actual accrual rate is 3.0769227

<sup>5</sup> Actual accrual rate is 4.6153846

<sup>6</sup> Actual accrual rate is 5.3846 153

<sup>7</sup> Actual accrual rate is 6,1538461

<sup>8</sup> Actual accrual rate is 7.6923076

Vacation leave shall be computed on an hourly basis and credited to each employee's account on a bi-weekly basis. Upon completion of six (6) months of full-time continuous employment, an employee shall be eligible for any vacation leave they have accumulated. Thereafter, an employee will be eligible for any vacation leave they have accrued.

**Procedure**

An employee shall notify the Director in advance of the desired vacation. Employee shall give no less than a thirty (30) day notice. If it becomes necessary to limit the number of employees on vacation at one time, the employee or employees granted vacation shall be based on seniority.

**Exceptions**

An employee shall not accrue vacation leave during periods of temporary lay-off, suspension, or leave without pay. If a holiday falls within a paid vacation, that day will be counted as a holiday and not as vacation.

**Limitation**

Vacation leave shall not be taken in advance and an employee may not waive their vacation right in order to collect both vacation and work pay. Vacation will not be considered work hours for the purpose of computing overtime pay.

**Accrued Vacation Payment**

Any full or part-time employee separated from Jasper County employment by reduction in force, resignation, death or otherwise, shall be paid or have payment made to their estate or legal beneficiary in the amount of any unused vacation leave earned.

**Work During Vacation Period**

Any employee who is requested to and does work during his/her vacation period shall be paid at a rate of time and one-half (1½) of his/her regular rate for all hours worked. In addition, the employee's vacation (with pay) shall be rescheduled to any future period in accordance with choice of vacation period above, or at the employee's option, he/she may be paid for the vacation days(s) worked.

## **Article 14**

### **Health and Safety**

The parties will endeavor to hold quarterly labor/management safety meetings. Up to two (2) Union employees may be on pay status for these meetings (but such shall not be used to qualify such employee for any overtime entitlement). All other Union employees are allowed to attend in non-pay status and without vote but can voice opinion. These meetings will be scheduled thirty (30) days in advance, with an agenda by both parties sent at least (7) days in advance where practicable. Items not on the agenda need not be discussed except by mutual agreement. Additional meetings may be scheduled on an as needed basis, and the same rules will apply to those meeting as stated above.

One (1) employee will represent AFSCME Home Care Aides and be in paid status on the Jasper County Safety Committee.

The employee shall return to the Employer all equipment issued to the employee at such time when employment is terminated.

If an employee is required to wear protective clothing, or any type of protective device as a condition of employment, the Employer shall furnish such protective clothing or protective device to the employee.

Employees required to have a physical as a condition of continued employment; such physical shall be paid by the Employer and performed by the doctor of the Employer's choice.

If due to inclement weather, as determined by the Director, an employee arrives at work after his/her scheduled shift begins, he/she shall be allowed a grace period of up to one half (½) hour with pay.

If due to inclement weather, as determined by the Director, an employee who is unable to arrive at work, he/she may use their incentive day, vacation time, or leave without pay at his/her discretion.

## **Article 15**

### **Check-off**

The Employer agrees to make deductions for Union membership dues and/or voluntary plans as approved by the Union from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and such deductions shall be made no later than the second paycheck following the delivery of the written request. The aggregate deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the 15<sup>th</sup> of the succeeding month after such deduction are made.

Upon written request by the employees, such deductions shall cease. The Employer shall furnish the Treasurer of the Union a copy of such request.

Jasper County, Jasper County Board of Health and the Director of Jasper County Home Care Aides assume no liability for the collection or non-collection of any dues. The Union agrees to indemnify and hold harmless in all matters connected with the deduction of membership dues from employee's paycheck.

#### **Payroll Deduction**

The Employer agrees to deduct from the wages of any employee who is a member of the Union a payroll deduction as provided for in a written authorization. All notices will be turned in to the Human Resources Director.

Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Employer. The Union agrees that all contributions are voluntary and will not pressure or coerce any member to contribute. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union. The Human Resources Director will send an itemized statement showing the name of the employee whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## **Article 16**

### **Disciplinary Action**

Both parties of this Agreement recognize that a certain amount of discipline is necessary for the efficiency of the Jasper County Home Care Aide Program. All warnings shall be in writing, Discipline will be given for violation of the work rules and for just cause.

The Union will be notified of non-criminal employee investigations and once any investigation is completed the Employer has seven (7) days to discipline the employee. All verbal and written discipline will be removed after eighteen (18) months and all suspensions will be removed after thirty-six (36) months.

Any regular full-time or regular part-time employee shall have the right to challenge the disciplinary action through the regular grievance procedure

## **Article 17**

### **Miscellaneous Clauses**

#### **Evaluation Procedure**

All employees are entitled to a fair and impartial evaluation. Employees shall be given a copy of the evaluation at the time it is reviewed with the Supervisor.

#### **Labor-Management Committee**

There shall be bi-monthly meetings, if necessary, of a special Labor-Management Committee to discuss any items of concern. The Committee shall be composed of a total of two (2) members appointed by the Union and a total of two (2) members appointed by the Employer. It is agreed that the two (2) Union members will be the same two (2) for all meetings. The Employer will pay the two (2) Union members two (2) hours for each meeting.

#### **Personnel Files**

Each employee shall have the right to inspect his/her personnel file under supervision and make copies of these items. This shall be done during the non-work time and the employee shall pay for the copies.

#### **Rules**

The Employer may from time-to-time develop, put into effect and enforce reasonable work rules through employee discipline. Said work rules will be sent to the Union seven (7) calendar days prior to their effective date.

#### **Mileage**

Employees required to use their personal automobile for County business shall be reimbursed for mileage at the rate set by the County Board of Supervisors. The County mileage reimbursement rate will follow the federal rate. The Federal Mileage Rate is published in the November 553 Update.

**Union Leave**

Duly elected representatives of the Union shall be granted time-off with/without pay to attend to Union business. Combined time off for all representatives shall not exceed a total of sixty hours (60) per year. Not more than two (2) members per director department and not more than four (4) employees total shall be granted this leave for any one conference or convention, training, or other Union business. Such leave shall not interfere with the Employer’s operations. The employee shall give the Employer ten (10) day notice.

**New Employee Orientation**

One representative of the Union shall be granted up to thirty (30) minutes per Union orientation during the formal orientation for new employees either as a group or with individuals. Where the Employer does not have a formal orientation program, the Employer will notify a Local Union Representative (President, Chapter Chair, Stewards,) that a new employee(s,) has been hired. The Employer will allow a thirty (30) minute Union orientation with the new employee. The Union representative shall be in pay status for thirty (30) minute Union orientation only if the representative is on duty at the time the orientation is presented. No local union representative shall receive overtime, call-back pay, etc., for participating in the employee orientation program while off duty.

**Union Security**

In the event enhanced Union security provisions--the collection of fair share or agency shop fees from bargaining unit members who are not members of the Union becomes authorized by state law, the parties agree to open this provision of the contract for the purpose of negotiations.

**Savings**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this agreement.

**Article 18  
Insurance**

**Health Insurance**

The County will provide a cafeteria plan of benefits from which the employees may choose from a minimum of two (2) options. All employees shall select Plan 3 (\$500/\$1000 Deductible Plan) or the HDHP (High Deductible Health Plan).

**Employee Contributions**

Employees may select Plan 3 and contribute 10% of the premium OR select the HDHP with 0% contribution. If the HDHP is selected, the County will contribute to an HSA the difference between the County contribution to Plan 3 (\$500/\$1000 Plan) and the premium cost of the HDHP.

\* Maintain the \$34.50 FSA Contribution per month for Plan 3 (\$500/\$1000) for employees that elect the single plan

The County agrees to pay the premium on all of the following for eligible covered employees for the life of the contract.

1. \$30,000 life insurance
2. Long Term Disability at 60% of the monthly earnings of an employee with a 90-day elimination period.
3. Single Dental benefit
4. Single Vision benefit

If the ACA or its implementing regulations result in additional fees or taxes being paid by the County, the County may open the contract for negotiations through impasse on insurance and wages.

## **Article 19 Longevity**

Longevity will be added to the hourly straight time rate on the employee's anniversary date.

Effective July 1, 2016

Years of Service	Cents per Hour
5	\$.0.30
10	\$.0.35
15	\$.0.40
20	\$.0.45

## **Article 20 Finality and Effect**

THIS AGREEMENT constitutes the entire agreement between the parties and concludes collective bargaining for this term.

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable 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. Therefore, the Union, for the life of the Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matters during the term of this agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter on specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## Article 21 Duration

THIS AGREEMENT shall be effective from July 1, 2016 and shall continue in full force and effect until it expiration on midnight June 30, 2020.

Local 2840, AFSCME, Iowa Council 61,  
Union:

By \_\_\_\_\_  
AFSCME Business Representative

By \_\_\_\_\_  
AFSCME Local 2840

JASPER COUNTY

By \_\_\_\_\_  
Chairperson, Board of Supervisors

ACKNOWLEDGE

\_\_\_\_\_  
Employee Representative

ATTESTED

\_\_\_\_\_  
Jasper County Auditor

01200853

# Jasper County Health Dept Pay Plans

Progressive Scale for employees hired before July 1, 2016

2016-2017 Progressive Pay Plan							
Effective July 1, 2016	2.5% Increase over the 2015-2016 Pay Plan						
Classification	Hire In	EOP	1 Year	2 Years	3 Years	4 Years	5 Years
Home Care Aide	\$15.28	\$15.51	\$15.73	\$15.98	\$16.21	\$16.45	N/A
Executive Secretary	\$15.45	\$15.81	\$16.18	\$16.77	\$17.39	\$18.05	\$18.72
Environmental Health Tech	\$19.79	\$20.25	\$20.73	\$21.50	\$22.33	\$23.17	\$24.05
On-Site Waste Water Tech	\$17.02	\$17.44	\$17.81	\$18.48	\$19.17	\$19.90	\$20.64

\* EOB - End of Probation

2017-2018 Progressive Pay Plan							
Effective July 1, 2017	2.75% Increase over the 2016-2017 Pay Plan						
Classification	Hire In	EOP	1 Year	2 Years	3 Years	4 Years	5 Years
Home Care Aide	\$15.70	\$15.93	\$16.17	\$16.42	\$16.65	\$16.90	N/A
Executive Secretary	\$15.87	\$16.24	\$16.63	\$17.23	\$17.87	\$18.55	\$19.23
Environmental Health Tech	\$20.34	\$20.81	\$21.30	\$22.10	\$22.95	\$23.80	\$24.71
On-Site Waste Water Tech	\$17.48	\$17.91	\$18.30	\$18.99	\$19.69	\$20.44	\$21.21

\* EOB - End of Probation

2018-2019 Progressive Pay Plan							
Effective July 1, 2018	2.9% Increase over the 2017-2018 Pay Plan						
Classification	Hire In	EOP	1 Year	2 Years	3 Years	4 Years	5 Years
Home Care Aide	\$16.16	\$16.40	\$16.64	\$16.90	\$17.13	\$17.39	N/A
Executive Secretary	\$16.33	\$16.71	\$17.11	\$17.73	\$18.39	\$19.08	\$19.79
Environmental Health Tech	\$20.93	\$21.41	\$21.91	\$22.74	\$23.61	\$24.49	\$25.42
On-Site Waste Water Tech	\$17.99	\$18.43	\$18.84	\$19.54	\$20.27	\$21.04	\$21.83

\* EOB - End of Probation

2019-2020 Progressive Scale							
Effective July 1, 2019	3.0% Increase over the 2018-2019 Pay Plan						
Classification	Hire In	EOP	1 Year	2 Years	3 Years	4 Years	5 Years
Home Care Aide	\$16.64	\$16.89	\$17.13	\$17.40	\$17.65	\$17.92	N/A
Executive Secretary	\$16.82	\$17.21	\$17.63	\$18.26	\$18.94	\$19.66	\$20.38
Environmental Health Tech	\$21.55	\$22.06	\$22.57	\$23.42	\$24.32	\$25.23	\$26.19
On-Site Waste Water Tech	\$18.53	\$18.99	\$19.40	\$20.13	\$20.87	\$21.67	\$22.48

\* EOB - End of Probation

Longevity: July 1, 2016 through June 30, 2020			
After 5 Years	After 10 Years	After 15 Years	After 20 Years
\$0.30	\$0.35	\$0.40	\$0.45

-continued-



## Jasper County Health Dept Pay Plans

Non-Progressive Scale for employees hired after July 1, 2016

2016-2017 Non-Progressive Pay Plan							
Effective July 1, 2016	2.5% Increase over the 2015-2016 Pay Plan						
Classification	Hire In	EOP	1 Year	2 Years	3 Years	4 Years	5 Years
Home Care Aide	\$15.28	\$15.51	\$15.73	\$15.98	\$16.21	\$16.45	N/A
Executive Secretary	\$15.45	\$15.81	\$16.18	\$16.77	\$17.39	\$18.05	\$18.72
Environmental Health Tech	\$19.79	\$20.25	\$20.73	\$21.50	\$22.33	\$23.17	\$24.05
On-Site Waste Water Tech	\$17.02	\$17.44	\$17.81	\$18.48	\$19.17	\$19.90	\$20.64

\* EOB - End of Probation

2017-2018 Non-Progressive Pay Plan							
Effective July 1, 2017	No ACOL increase until individual reaches top step of scale						
Classification	Hire In	EOP	1 Year	2 Years	3 Years	4 Years	5 Years
Home Care Aide	\$15.28	\$15.51	\$15.73	\$15.98	\$16.21	\$16.45	N/A
Executive Secretary	\$15.45	\$15.81	\$16.18	\$16.77	\$17.39	\$18.05	\$18.72
Environmental Health Tech	\$19.79	\$20.25	\$20.73	\$21.50	\$22.33	\$23.17	\$24.05
On-Site Waste Water Tech	\$17.02	\$17.44	\$17.81	\$18.48	\$19.17	\$19.90	\$20.64

\* EOB - End of Probation

2018-2019 Non-Progressive Pay Plan							
Effective July 1, 2018	No ACOL increase until individual reaches top step of scale						
Classification	Hire In	EOP	1 Year	2 Years	3 Years	4 Years	5 Years
Home Care Aide	\$15.28	\$15.51	\$15.73	\$15.98	\$16.21	\$16.45	N/A
Executive Secretary	\$15.45	\$15.81	\$16.18	\$16.77	\$17.39	\$18.05	\$18.72
Environmental Health Tech	\$19.79	\$20.25	\$20.73	\$21.50	\$22.33	\$23.17	\$24.05
On-Site Waste Water Tech	\$17.02	\$17.44	\$17.81	\$18.48	\$19.17	\$19.90	\$20.64

\* EOB - End of Probation

2019-2020 Non-Progressive Scale							
Effective July 1, 2019	No ACOL increase until individual reaches top step of scale						
Classification	Hire In	EOP	1 Year	2 Years	3 Years	4 Years	5 Years
Home Care Aide	\$15.28	\$15.51	\$15.73	\$15.98	\$16.21	\$16.45	N/A
Executive Secretary	\$15.45	\$15.81	\$16.18	\$16.77	\$17.39	\$18.05	\$18.72
Environmental Health Tech	\$19.79	\$20.25	\$20.73	\$21.50	\$22.33	\$23.17	\$24.05
On-Site Waste Water Tech	\$17.02	\$17.44	\$17.81	\$18.48	\$19.17	\$19.90	\$20.64

\* EOB - End of Probation

Longevity: July 1, 2016 through June 30, 2020			
After 5 Years	After 10 Years	After 15 Years	After 20 Years
\$0.30	\$0.35	\$0.40	\$0.45

**JASPER COUNTY SHERIFF  
AFSCME/IOWA COUNCIL 61  
LOCAL 2840  
AFL-CIO**

**COLLECTIVE BARGAINING  
AGREEMENT**

**JULY 1, 2016  
THRU JUNE 30, 2020**

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Appendix A	Wages and Longevity Pay	

THIS AGREEMENT is entered into this \_\_\_\_\_ day of June, 2016, by and between the JASPER COUNTY SHERIFF'S OFFICE (hereinafter called the "Employer"), and LOCAL 2840 OF THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, IOWA COUNCIL 61, (hereinafter called the "Union"), and represents the complete and final agreement on all bargainable issues between the Employer and Union during the duration hereof. Throughout this Agreement, whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act (Iowa Code Chapter 20).

**ARTICLE 1**  
**RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees of the Jasper County Sheriffs Office, including all regular full-time and regular part-time road deputies, jailers, dispatchers and clerks as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 5045, dated May 9, 1994, which excludes the Sheriff, Chief Deputy, Chief Dispatcher, Chief Jailer, Chief Clerk, part-time employees, non-certified reserves, and all other excluded by Section 4 of the Act. And has amended in the Iowa Public Employment Relations Board Case No. 6620, dated June 9, 2003 which includes all regular full-time and regular part-time employees of the Jasper County, Iowa, Courthouse and Congregate Meal Sites, including all regular full-time and regular part-time, Senior Clerks, Clerks, I.T. Specialists, Secretaries, Maintenance Techs, Mapping Specialists, Finance Budget Specialists, Social Worker, and Work Release Supervisor employed in the Jasper County Courthouse; regular full-time and regular part-time Head Cook, Asst. Cook, Cook Helper and Site Manager employed in the Congregate Meal Program of Jasper County, Iowa.

**ARTICLE 2**  
**DEFINITIONS**

**Regular Full-Time Employees:**

Regular full-time employees are those who are normally scheduled to work either forty (40) hours per week or placed on a schedule of six (6) eight (8) hour days on, followed by three (3) days off.

**Regular Part-Time Employees:**

Regular part-time employees are those who have completed their probationary period and are normally scheduled to work less than the customary number of full-time hours. Full and part-time employees regularly scheduled to work more than thirty (30) hours per week shall be eligible for County paid fringe benefits such as leaves, holidays, health insurance and related items when deemed consistent with carrier provisions and policies. The accrual rate for part-time employees shall be prorated to the accrual rate for full-time employees.

**ARTICLE 3**  
**SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Union agree to meet at the earliest possible mutually agreeable time (within thirty (30) days) for the purpose of negotiation and appropriate replacement, if any, for the Article, Section, or portion thereof held to be invalid or unenforceable.

**ARTICLE 4**  
**SUSPENSION - DISCHARGE**

The parties recognize the authority of the Employer to take appropriate disciplinary action against Employees for just cause. Any disciplinary action or measure, excluding verbal or written warnings, imposed upon an employee may be processed as a grievance through the grievance procedure.

**ARTICLE 5**  
**NO STRIKE - NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will either directly or indirectly engage in, encourage, sanction, support or suggest any strikes, slowdowns, boycotting, sit-ins, mass resignation, mass absenteeism, work stoppage, or any activity as covered in Chapter 20, Section 12 of the Act. The Employer pledges that it will not engage in lockout during the term of this Agreement.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and an employee regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedures:

Step 1. Within five (5) working days after the employee of Union knew or should have known of alleged occurrence, the employee and/or the Union shall present the written grievance to the Sheriff or to his/her designee. The grievance shall state with specificity the nature of the grievance and all facts and allegations in support thereof and shall specifically identify the specific clause or clauses alleged to have been violated. The Sheriff or Chief Deputy or other Employer designee may respond in writing within five (5) working days following actual receipt of such timely-filed grievance by mailing by ordinary mail or by delivering such response to the employee and/or the Union steward. Any failure of the Employer to so respond within such 5-day period shall be deemed an automatic denial for the grievance and any relief sought thereunder.

Step 2. Within five (5) working days after the Employer's response and/or denial under foregoing Step 1, the employee and/or the Union shall then arrange for a meeting with the Sheriff or Chief Deputy or other Employer designee at a mutually agreeable time to further discuss the grievance. The Step 2 decision must be made within ten (10) working days following such meeting.

Step 3. If not resolved at such Step 2 meeting, the grievance may be submitted to arbitration within ten (10) working days after the receipt of the decision in Step 2 upon written notification of such decision to arbitrate mailed to or delivered to the other party

within ten working days following the final conclusion of the Step 2 procedures; and, such time limit is jurisdictional. If arbitration is timely sought and communicated, then the parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Public Employment Relations Board to submit to the parties a list of seven (7) arbitrators, from which list the parties shall, by process of either agreement or elimination, select one (1) arbitrator. The parties shall toss a coin to determine who strikes first from the list. Either party may request a different list one time.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered withdrawn. If a grievance at Step 1 or 2 is not timely answered by the Employer, it may automatically be referred to the next step.

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall pay its own costs of preparation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator shall not have power to accept or decide any grievance which involves matter within the jurisdiction of the Civil Service Commission (Chapter 341A of the Code of Iowa). The arbitrator's decision shall be binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public. The parties agree that all grievances are to be confidential and no unnecessary release of information may take place without the agreement of both parties.

The time limits at any step in the grievance and arbitration procedures may be extended on a specific case basis, upon mutual agreement of the Union and Employer.

If the employee files any claim or complaint in any forum other than under the grievance procedures of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

## **ARTICLE 7** **SENIORITY**

Seniority means an employee's length of full-time continuous service with the Employer since the employee's last date of hire. Part-time employee seniority will be calculated on a pro-rata basis, based on the number of hours during each year. Seniority shall be administered on a job classification basis.

Unless otherwise expressly stated elsewhere in this Agreement or any attachment hereto, all new employees (and promotional appointments) shall serve a probationary period not to exceed six (6) months. Non-certified officers shall serve a probationary period not to exceed one (1) year. The Employer may extend the probationary period for up to an additional six (6) months for unsatisfactory performance. An employee may be terminated for any reason during the

probationary period without recourse to the grievance procedure. An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for cause.
- (c) The employee knowingly participates either directly or indirectly in the giving of any false information or reason for obtaining sick leave or any other leave of absence.
- (d) Failure to report to work at the end of sick leave or any other leave of absence, without extenuating circumstances
- (e) Failure to report to work within fourteen (14) calendar days after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to Employer records. The employee must notify the Employer in writing within seven (7) calendar days of the mailing by the Employer, of the foregoing recall notice as to whether such employee desires to return. Failing to do so will be deemed as rejecting and denying the recall opportunity and all rights and status relative to any future layoff recall will be forfeited.
- (f) An employee is off work for any reason for one hundred eighty (180) calendar days, or the length of the employee's seniority, whichever is shorter, except for Workers Compensation.
- (g) Employee retires.

It is the employee's responsibility to keep the Employer immediately informed of any changes in such employee's current address and residential phone number.

## **ARTICLE 8**

### **PROMOTIONAL PROCEDURES**

When filing a promotional vacancy, the Employer shall consider Civil Service requirements and the employee's qualifications, ability, experience, and work record. However, in appropriate (other than Civil Service) hiring and promotional circumstances, when the Employer in good faith determines that such factors are reasonably equal between two (2) or more applicants, then seniority shall prevail.

Employees will be on promotional probation for six (6) months. A regular full-time employee who vacated his/her position to accept probationary appointment to a class in a higher level or special assignment, either in or out of the bargaining unit, and who is rejected by the Employer, may return to his/her former position and rate of pay without loss of seniority in the bargaining unit. An employee who accepts a promotion shall have thirty (30) days from the date of the



promotion to elect to return to his/her former position at the same rate of pay without loss of bargaining unit seniority.

**ARTICLE 9**  
**LAYOFF AND RECALL**

In the event the work force is to be reduced, the Employer agrees to provide affected employees a notice of thirty (30) calendar days. The employee with the least seniority in the job classification affected shall be laid off first. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off. Probationary employees have no recall rights. An employee shall have recall rights for up to one (1) year. Employees to be recalled after being laid off shall be notified fourteen (14) calendar days in advance by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. Failure to report to work after being notified to return to work following layoff will be deemed a voluntary resignation by the employee.

A permanent employee in a classification within a Department in which lay-off is effected may in lieu of lay-off elect to bump a junior employee in a classification in another Department which employee has previously held during continuous employ with the County.

A permanent employee laid off because of a reduction in force shall be offered an open position provided he/she meets minimum qualifications for said position before a new employee is hired for such position.

**ARTICLE 10**  
**JOB POSTING**

Permanent shift vacancies within a classification will be posted for four (4) calendar days and bid according to seniority, provided the employee has the necessary certification for the opening. The Sheriff will notify the successful bidder within five (5) calendar days.

**Bidding for Dispatchers and Jail Jobs:** Each January dispatch and jail jobs will be posted and employees can bid positions, which shall be awarded by seniority. The Sheriff can change the schedule based on gender if necessary.

**ARTICLE 11**  
**HOURS OF WORK AND OVERTIME**

The purpose of this Article is intended to define the normal hours of work within a classification and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made at the discretion of the Employer.

The Employer agrees to maintain the current rotating work schedule for the terms of this Agreement, except that a separate schedule may be developed by the Employer for deputies and certified reserve deputies assigned to special duties. Regular road deputies' current schedule breaks, and meal times will continue for the duration of this Agreement. Unless otherwise

specifically indicated herein, all other aspects of employment covered under this Agreement shall apply equally for all regular road deputies and any deputies assigned to special duties.

Jailers shall work eight and one-half (8.5) hours per day and the schedule shall be a 6-3 rotation. Jailers overtime shall be compensated at one and one-half (1½) times their regular rate of pay or compensatory time for all hours worked in excess of the regular hourly schedule.

For Dispatchers and Clerks overtime shall be compensated at one and one-half (1½) times their regular rate of pay or compensatory time for all hours worked in excess of eight hours in a regularly scheduled shift or forty (40) hours in a work week.

For Deputies, overtime shall be compensated at one and one-half (1½) times their regular rate of pay or compensatory time for all hours worked in excess of nine (9) hours worked in a day or 171 hours worked in the applicable 28-day work period.

Overtime will be assigned on a seniority basis. A voluntary sign-up sheet will be posted on the 1<sup>st</sup> of each month and will be awarded by seniority. Overtime will be assigned by calling the names on the list by seniority. If there is no answer, a message will be left on the answering machine and will be considered notification. The first employee to return the phone call, regardless of seniority will get the overtime hours. In the event of an emergency (defined as a vacancy within a twenty-four (24) hour window) every effort will be made to fill the vacancy by seniority, but the first person to respond in the affirmative will fill the vacancy. Involuntary overtime will be assigned on a rotating seniority basis from the bottom of the seniority list to the top.

Recall for overtime in jail based on seniority and gender needs for jail.

All approved overtime/compensation time "including request to use" must be documented and turned into designated supervisor within forty-eight (48) hours.

Effective July 1, 2016 compensatory time may not exceed one hundred (100) hours. Employees that have a comp bank in excess of one hundred (100) hours shall have the term of the contract to reduce their comp time bank to one hundred (100) hours.

For all classifications compensatory time shall be scheduled by mutual agreement between the employee and his/her supervisor. There shall be no temporary schedule changes made to avoid or eliminate overtime.

Overtime shall be paid as required by the Fair Labor Standards Act unless provided otherwise in this Agreement.

**Court Time:** An employee called into court outside his/her scheduled hours shall be paid a minimum of two (2) hours wage or compensatory time off for all hours worked. An employee will be paid a minimum of one (1) hour wage or compensatory time off for phone hearings.

**Call Back:** In the event an employee is required to come in to work outside his/her normal workday, the employee shall receive a minimum of two (2) hours pay at time and one-half (1½)

rate of his/her regular pay.

**Day Off-Work:** An employee who is required to work on their day off shall be paid at time and one-half (1½) rate for such time.

**ARTICLE 12**  
**LEAVE OF ABSENCE**

Each employing departmental sub-unit shall be required to maintain timely, accurate and verifiable records to account for the accrual and use of all leaves of absence. County (Employer) will provide an accounting of employee's sick leave each year on or before August 15 with the accounting showing sick leave usage and status through the last day of June.

**Sick Leave:** Sick leave will be granted to all eligible employees who have completed at least two (2) full pay periods in their probationary period on the following basis:

1. Sick leave can be used only for bona fide sickness, medical treatment (medical, dental, therapeutic, or evaluative) appointments, which cannot be scheduled during non-work time.
2. Sick leave with pay shall accrue at the rate of 5.54 hours per pay period of continuous employment and can accumulate at this rate up to a maximum of 720 hours. After the first 720 hours have been accrued, the employee can continue to accrue sick leave at the reduced rate of 2.11 hours per pay period until an additional 720 hours have been accumulated.

Once 1440 hours of sick leave entitlement have been accumulated and banked, the employee can accrue sick leave at a reduced rate of three (3) hours per month. If not converted to vacation, the employee, upon retirement, will be compensated for all accumulated unused sick leave in excess of 1440 hours at his/her late rate of pay. Upon retirement the employee at their option may elect to have up to 720 hours of sick leave converted at the employee's current rate of pay to payment of health insurance premiums under the current plan offered by the County, until such time all of the employee's accumulated sick leave balance is depleted.

An employee killed in the line of duty shall have his/her accumulated sick leave paid to his/her spouse, children, or other immediate family (whether or not an estate is probated).

The Employer will provide to each unit employee not less than annually a report of accumulated sick leave entitlement credits.

3. Except as provided in "2" above, employees shall forfeit all accumulated sick leave upon separation from employment for any reason, including voluntary resignation.
4. At the Employer's written request and notwithstanding any of the foregoing provisions

of this Article, no sick leave entitlement shall be payable by the Employer unless the employee promptly presents in writing and signed by an Iowa licensed doctor of medicine or doctor of osteopathic medicine confirming dates of illness or other health-care conditions and further confirming that such absence was due entirely to such employee's sickness, required medical treatment or other infirm health condition (which need not be specified). Unsigned writings or writings signed by a person other than such licensed physician shall not be adequate for such sick leave entitlement purpose.

5. Employees who do not utilize sick leave during a three (3) month span as detailed below shall be entitled to one (1) bonus day. The three month span is defined as: July 1 – September 30; October 1 – December 31; January 1 – March 31; April 1 – June 30. Bonus days must be used within the succeeding three (3) month period. **Utilization of sick leave for bereavement will not forfeit the employee's Bonus Day.**
6. Any employee who requests sick leave shall contact the department head or designee at least one (1) hour prior to the beginning of the employee's scheduled shift.
7. Sick leave shall be charged on the employee's workday basis and shall never be considered in relation to any overtime.
8. Sick leave shall not be granted in excess of amount accrued.
9. Sick leave shall not accrue during any absence without pay.
10. Eligible part-time employees shall accrue sick leave on an amount proportionate to that, which would be accrued under full-time employment.

**Jury Duty:** An employee required to serve as a juror shall receive his/her regular wages — except that jury duty leave may not be included in any overtime entitlement calculations. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, excluding travel and meal expenses. When released from duty during working hours, the employee will report to work within two (2) hours.

**Funeral Leave:** A period not to exceed forty (40) hours with pay shall be granted to an employee upon their request, due to the death of a member of the employee's immediate family (parent, or step-parent, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandchild, grandparent). Employees may be granted four (4) hours pay when attending funeral services for fellow department workers as well as for known County employees. Payment for this time shall be made only if the funeral has actually been attended. In the event of the death of an employee's spouse's grandparent, brother-in-law, sister-in-law, the employee shall be allowed up to twenty-four (24) hours off with pay. Time off for funerals will not be considered work hours for the purpose of computing overtime. Such leave of absence shall be charged against sick accruals. An employee on probation may use funeral leave but is without pay (i.e. unpaid leave). The Sheriff may grant additional time for the death of a parent, child, spouse, or grandchild.

**Military Leave:** Employees shall be granted military leave in accordance with Section 29A.28 of the Code of Iowa.

**Voting Time:** Employees unable to vote because of their work schedule shall be granted paid time off necessary to vote, up to a maximum of two (2) hours.

**Emergency Leave:** Eligible employees who have completed their probationary period shall be allowed up to five (5) workdays (forty hours) emergency leave per anniversary year for the purpose of caring for and/or assisting during illness or injury within the immediate family (spouse, children, parents, step-parents, step-children, grandchildren, step-grandchildren, grandparents, brother or sister). Such leaves of absences will be charged against sick leave accruals. An employee on probation may use emergency leave but is without pay (i.e. unpaid leave). Employees may carry over up to forty (40) hours into the next fiscal year, not to exceed eighty (80) hours.

**Leaves Without Pay:** An eligible employee, on written request and approval by his/her departmental sub-unit supervisor and concurrence of the Sheriff, Chief Deputy, or Human Resource Director may, at the discretion of the supervisor and concurrence of the Sheriff, Chief Deputy, or Human Resource Director, be granted leave of absence without pay for any justifiable reason subject to the following conditions. Request shall be made with sufficient prior notice so that the supervisor and the Sheriff, Chief Deputy or Human Resource Director, can evaluate the circumstances and consequences. Leave without pay shall not initially be granted for more than three (3) months but may, at the discretion of the supervisor and upon concurrence of the Sheriff, Chief Deputy, or Human Resource Director be extended an additional three (3) months to a maximum of six (6) months.

Accrued sick leave, vacation leave and compensatory time must be exhausted if the reason for the leave of absence is due to a medically related illness or disability. Failure by the employee to report back to work on the date specified in the written request shall be considered a voluntary resignation. While on unpaid leave, an employee's seniority is frozen, no benefits will be provided, and the employee will not accrue vacation leave. While on unpaid leave, an employee may continue his/her health insurance benefits at his/her own expense, if allowed by the carrier, and, no further notice of such opportunity need to be given by the Employer to such employee. It is wholly the employee's responsibility under any such circumstance to timely pay all premiums directly himself/herself to the County Auditor's office. Arrangements for time of payment must be made directly by such employee with the Auditor prior to the employee taking the leave.

**Injury Leave:** All Jasper County employees are covered by workers compensation insurance and any employee injured in authorized work which results in absence from the job is eligible to be compensated by the County for loss wages caused by the injury. Upon written request of the employee, the County will pay the difference between the amount paid for workers compensation and the scheduled hours missed at the basic rate for a period not to exceed the number of sick leave days credited to the employee. However, in order to receive such additional injury leave benefits, a written statement from a practicing physician, dentist, or osteopath licensed under the laws of the state of Iowa describing the nature and extent of the injury will be required by the employee's supervisor. Any and all accidents must be reported as soon as possible to the employee's supervisor or to the Sheriff, Chief Deputy, or to the Human Resource

Director, who shall complete a report to be filed in a designated County office. Any accident requiring professional medical attention shall be reported as soon as practical, no later than twenty-four (24) hours to insure proper workers compensation coverage.

Jasper County will provide temporary light duty employment for employees recuperating from an injury. The temporary light duty will end following the release from a physician which allows the employees to return to a full duty position or places a permanent physical restriction on the employee. Normal for this period of time will not exceed six months.

**Family Medical Leave:** The Family and Medical Leave Act of 1993 provides that all employees employed by the County for at least twelve (12) months and have worked at least 1,250 hours during the previous twelve (12) months, be entitled to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
2. Because of the placement of a son or daughter of the employee for adoption or foster care.
3. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Family Medical Leave under paragraph (1) and (2) shall not be taken by an employee intermittently unless the employee and the Employer agree otherwise. Paragraph (3) and (4) may be taken intermittently if and when medically necessary.

Any eligible employee who takes qualifying family medical leave for the intended purpose of the leave shall be entitled, on return from such family medical leave:

1. To be restored by the Employer to the position of employment held by the employee when the leave commenced; or
2. To be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

The taking of eligible family medical leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

During any period that an eligible employee takes family medical leave, the employee may maintain coverage under any "group health plan" for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously from the date the employee commenced the family medical leave until the date the employment is restored. While on unpaid family medical leave, however, an

employee's seniority is frozen; no other benefits will be provided, and the employee will not accrue vacation leave or any other leave or other benefit entitlements. It is wholly the employee's responsibility under any such circumstance to timely pay all premiums directly himself/herself to the County Auditor's Office. Arrangements for time of payment must be made directly by such employee with the Auditor prior to the employee taking the family medical leave.

The employee may choose whether to substitute accrued paid leave for all or any part of Family Medical Act Leave entitlements, and the Employer shall honor such employee decision.

### **ARTICLE 13** **HOLIDAYS**

Regular full-time employees are eligible for the following paid holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

And a minimum of two additional floating holidays set by the Board of Supervisors.

Each eligible employee shall be paid for each of the holidays set forth in this Article, subject to the following. A regular full-time employee, required to work on any recognized holiday shall be paid time and one-half (1½) for all hours worked, plus the paid holiday at said straight rate. A regular part-time employee required to work on any recognized holiday will be paid time and one-half (1½) for all hours worked, plus the paid Holiday at said straight time Holiday pay will be at the normal pay for the day or week for which he/she would have been scheduled to work. Holiday time entitlements shall be included in any overtime entitlement calculations. Time worked on Saturday or Sunday if Saturday or Sunday is the Holiday shall be paid at one and one-half (1½) the regular rate of pay

To be eligible for holiday pay, an employee must have worked or be in paid leave status the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday. No holiday entitlements may be carried over from one year to the next. An employee on layoff or on authorized unpaid leave of absence is not eligible for holiday pay. Except for twenty-four (24) hour employees, paid holidays falling on Sunday will be observed on Monday, and paid holidays falling on Saturday will be observed on Friday. Employees who receive holiday pay, (other than those regularly scheduled on a 5/2 schedule with holiday scheduled off), shall use their holidays at their own discretion within the fiscal year in which they occur. There is no carry-over or accrual of any holiday entitlements beyond the current fiscal year; and holiday entitlements not utilized will be lost. Employees, without recourse, will

run the risk of not receiving their holidays if they wait until the end of the fiscal year to request their days off if scheduling cannot be arranged. In the event that several employees request the same days off, holidays will be granted strictly by seniority.

**ARTICLE 14  
VACATIONS**

**Eligibility and Allowances:** Regular full-time and regular part-time eligible employees shall be eligible for a vacation allowance according to the following service requirements:

SERVICE REQUIREMENT	MONTHLY ACCRUAL RATE	ALLOWANCE
First month through fourth year	* 3.08 hours per pay period	10 days or 2 weeks
Fifth year through ninth year	* 4.62 hours per pay period	15 days or 3 weeks
Tenth year through fourteenth year	* 5.38 hours per pay period	17 and ½ days or 3 weeks 2 and ½ days
Fifteenth through nineteenth year	* 6.15 hours per pay period	20 days or 4 weeks
Twenty or more years	* 7.69 hours per pay period	25 days or 5 weeks

During the initial probationary period of six (6) months, an employee shall not be eligible to accrue or use vacation leave; however, after completing the probationary period, retroactive credit for the first six (6) months of service shall be granted. The employee can subsequently use and earn pro-rata vacation in accordance with the service requirements, accruals and allowances indicated above. Vacations must be taken during the anniversary year; however, with the supervisor's approval and concurrent by the Sheriff, Chief Deputy, or Human Resource Director, two (2) weeks vacation time may be accumulated and carried forward to the next year.

**Vacation Pay:** The rate of vacation pay shall be the employee's regular straight time rate of pay for the day or week for which he/she would have been regularly scheduled to work; and vacation benefit entitlements may not be used in computing any overtime entitlement. Upon resignation or termination from employment an employee who has successfully completed the probationary period shall be paid on a pro-rata basis for all unused vacation left at the time of termination.

**Choice of Vacation Period:** Employees will be allowed to block up to two (2) weeks of vacation (in one (1) week blocks) for that calendar year, without fear of losing the weeks due to the thirty (30) day out rule. The two (2) week block will be granted on a seniority basis if more than one (1) employee requests the block.

Vacation must be approved by the Supervisor, or Department Head. To the extent practicable, vacation time will be scheduled to coincide with the scheduled work week. Vacation may be taken in less than one (1) day or eight (8) hour increments with the advance approval of the Supervisor or Department Head. In scheduling vacation, choice of time and amounts shall be governed by seniority, provided employees submit their vacation requests at least thirty (30) calendar days prior to the requested time off. When vacation requests are not submitted thirty (30) days in advance, vacations will be granted on a first come-first served basis. Vacation requests will be answered within five (5) working days from the date of receipt. If a denied



request is for a full shift or more and the requested time later becomes available, the Employer will offer it, by seniority, to the employees who had requested such time off thirty (30) days in advance and had been denied. Once vacation periods have been scheduled, the Employer shall make no changes in the employee vacation schedules, except to meet emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the ensuing calendar year, as he/she desires, providing it does not affect other employees' vacation periods. Every attempt will be made to grant employees vacation at the requested time.

The Employer may require rescheduling of vacation when it is necessary for the efficient operation of the department.

**Holiday During Vacation Period:** If a holiday occurs during the employee's scheduled vacation period, an employee shall be granted an additional vacation day to be taken the day before the vacation starts or the day after the vacation ends.

## **ARTICLE 15** **DUES CHECKOFF AND INDEMNIFICATION**

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, the Employer agrees to deduct the regularly monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15\*) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing the exact amount of such regular membership dues to be deducted. 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.

## **ARTICLE 16** **WORK RULES**

The Employer may, from time to time, develop, put into effect, and enforce work rules and policies. Such work rules and policies can be enforced through corrective actions. Said work rules and policies will be sent to the Union ten (10) days prior to their effective date. Each employee will be given and will maintain a copy of the Jasper County Human Resources Manual, which outlines and established the work rules and policies. It is also understood that the Jasper County Human Resources Manual does not replace the Agreement between the Union and Employer but address policies and rules not covered by said Agreement. Any discipline imposed shall be subject to Article 6 (Grievance Procedure and Arbitration).

**ARTICLE 17**  
**GENERAL PROVISIONS**

**Discipline:** Union will be notified of non-criminal employee investigations, and once investigation completed the employer has seven (7) days to discipline employee. All verbal and written discipline will be removed after eighteen (18) months, and all suspensions will be removed after thirty-six (36) months.

**Physicals:** Any physical required by the Employer, including but not limited to pre-employment physical examinations other than those required under Civil Service, shall be paid by the Employer

**Labor/Management/Safety Meetings:** The parties will endeavor to hold quarterly labor/management/safety meetings. Up to two (2) Union employees may be on pay status for these meetings (but such shall not be used to qualify such employee for any overtime entitlement). There will be a maximum of four (4) members from the Union allowed to serve as Union representatives on this committee: one (1) from the jail, one (1) road deputy, one (1) communications specialist, and one (1) clerical employee. These meetings will be scheduled thirty (30) days in advance, with an agenda by both parties sent at least (7) days in advance where practicable. Items not on the agenda need not be discussed except by mutual agreement. Additional meetings may be scheduled on an "as needed" basis, and the same rules will apply to those meeting as stated above. One (1) employee will represent AFSCME Sheriffs Office and be in paid status on the County Safety Committee.

**Mileage:** Employees required to use their personal automobile for county business shall be reimbursed for mileage at the rate set by the County Board of Supervisors. The county mileage reimbursement rate will follow the federal rate. The Federal Mileage Rate is published in the November 553 Update.

**Training:** County will pay for all required/mandatory training including expenses and fees.

**Field Training Pay:** When asked or required to train new employees on the job "Field Trainer" will be paid seventy-five cents (\$0.75) over their regular straight time rate.

**Dog Handler Pay:** The deputy whom volunteers or is assigned to the Jasper County K-9 unit will receive an additional \$2.00 per hour to all hours worked for the length of this assignment.

**Association Dues:** All Association dues that are currently being paid to the Road Deputies (Iowa State Sheriffs Deputies Association (ISSDA)) shall be paid for all regular full-time employees for the duration of this contract.

**Meetings of Deputies:** All deputies shall be required to attend regular meetings called by the Sheriff or Chief Deputy, provided such deputy is not on authorized vacation or other leave and that a notice of such meetings has been given at least five days in advance thereof. Deputies in attendance at such meetings shall be entitled to receive two (2) hours straight-time pay.

**Union Leave:** Duly elected representatives of the Union shall be granted time-off without pay to

attend to Union business. Combined time off for all representatives shall not exceed a total of sixty hours (60) per year. Not more than two (2) members per director department and not more than four (4) employees total shall be granted this leave for any one conference or convention, training, or other Union business. Such leave shall not interfere with the Employer's operations. The employee shall give the Employer ten (10) days' notice.

**New Employee Orientation:** One representative of the Union shall be granted up to thirty (30) minutes for Union orientation during the formal orientation for new employees either as a group or with individuals.

Where the Employer does not have a formal orientation program, the Employer will notify a Local Union Representative (President, Chapter Chair, Stewards) that a new employee(s) has been hired. The Employer will allow a thirty (30) minute Union orientation with the new employee.

The Union representative shall be in pay status for thirty (30) minute Union orientation only if the representative is on duty at the time the orientation is presented. No local union representative shall receive overtime, call-back pay, etc., for participating in the employee orientation program while off duty.

**Payroll Deduction:** The Employer agrees to deduct from the wages of any employee who is a member of the Union a people deduction as provided for in a written authorization. All notices will be turned in to the Human Resources Director. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Employer. The Union agrees that all contributions are voluntary and will not pressure or coerce any member to contribute. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union. The Human Resources Director will send an itemized statement showing the name of the employee whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## **ARTICLE 18** **INSURANCE**

**Health Insurance:** The County will provide a cafeteria plan of benefits from which the employees may choose from a minimum of two (2) options. All employees shall select Plan 3 (\$500/\$1000 Deductible Plan) or the HDHP (High Deductible Health Plan).

**Employee Contributions:**

Employees may select Plan 3 and contribute 10% of the premium OR select the HDHP with 0% contribution. If the HDHP is selected, the County will contribute to an HSA the difference between the County contribution to Plan 3 (500/1000 Plan) and the premium cost of the HDHP.

\* Maintain the \$34.50 FSA Contribution per month for Plan 3 (\$500/\$1000) for employees that elect the single plan

The County agrees to pay the premium on all of the following for eligible covered employees or the life of the contract.

1. \$30,000 life insurance
2. Long Term Disability at sixty percent (60%) of the monthly earnings of an employee with a 90-day elimination period.
3. Single Dental benefit
4. Single Vision benefit

If the ACA or its implementing regulations result in additional fees or taxes being paid by the County, the County may open the contract for negotiations through impasse on insurance and wages.

## **ARTICLE 19** **WAGES AND LONGEVITY PAY**

Wages and longevity pay shall be as shown on the respective attachments, each of which is by this reference fully incorporated herein as a part hereof.

If an employee on a shift is assigned as the "Lead Person" by the Sheriff or his designee, the employee shall be paid an additional One Dollar (\$1.00) per hour for all hours worked pursuant to the assignment.

If a successful applicant is hired, he/she may be placed at the appropriate wage schedule according to relevant experience. However, no new hire may be initially employed at top scale wage without prior approval of the Union. Any person hired under such advanced wage scale shall not be entitled to receive such longevity until such employee has completed five years service.

The Employer will equalize pay checks for employees working on a 6-3 schedule

**Effective July 1, 2016 increase of 2.50% Across the Board**

**Effective July 1, 2017 increase of 2.75% Across the Board**

**Effective July 1, 2018 increase of 2.90% Across the Board**

**Effective July 1, 2019 increase of 3.00% Across the Board**

Employees hired after 7/1/16: The wage schedule shall be frozen and new employees will receive step increases. The wage schedule shall be increased or "aged" by classification if the average of the average of five (5) larger and five (5) smaller counties (deputy, jailer, dispatcher classification) results in the classification being paid less than five percent (5%) about the average of the comparability group. The comparability will be reviewed each June and the results provided to the Union. This provision shall be removed June 30, 2020.

## **SHIFT DIFFERENTIAL**

Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of

forty cents (\$.40) per hour for any regular scheduled permanent shift of which four or more hours occur between 3 p.m. and 11 p.m. and fifty cents (\$.50) cents per hour in which four or more hours occur between 11 p.m. and 8 a.m. employees who work rotating shifts on a regularly scheduled basis shall be eligible for shift differential. Applicable shift differential shall be paid for all hours worked

**LONGEVITY**

Effective July 1, 2016 through June 30, 2020:

After five (5) years of service	\$0.30
After ten (10) years of service	\$0.35
After fifteen (15) years of service	\$0.40
After twenty (20) years of service	\$0.45

All employees in a classification shall be paid at the same rate, regardless of full-time or part-time status.

**ARTICLE 20**  
**UNIFORM ALLOWANCE**

The Jasper County Sheriff will supply the necessary uniforms/equipment as specified by the Code of Iowa. The Sheriff will supply up to three (3) shirts and three (3) pants for each season (summer/winter) for deputies. Deputies will not purchase equipment/uniforms without approval of the Sheriff and will turn in all used equipment/clothing as it is replaced. The Sheriff will also supply adequate uniforms/equipment to any other Sheriff's Office personnel required to wear uniforms.

**ARTICLE 21**  
**FINALITY AND EFFECT**

THIS AGREEMENT constitutes the entire agreement between the parties and concludes collective bargaining for this term.

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 not removed by applicable 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. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over nay matters during the term of this agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter on specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 22**  
**DURATION**

THIS AGREEMENT shall be effective from July 1, 2016 and shall continue in full force and effect until its expiration on midnight June 30, 2020.

Local 2840, AFSCME Iowa Council 61

By \_\_\_\_\_  
AFSCME Business Representative

By \_\_\_\_\_  
Local 2840 President

JASPER COUNTY, IOWA

By \_\_\_\_\_  
Jasper County Sheriff

By \_\_\_\_\_  
Chairperson, Board of Supervisors

ACKNOWLEDGED:

By: \_\_\_\_\_  
Employer Representative

ATTESTED:

By \_\_\_\_\_  
Jasper County Auditor

01200913

## Sheriff's Office Pay Plan Progressive Scale for individuals hired before July 1, 2016

Effective July 1, 2016

Sheriff's Office Pay Plan (2.5% Increase ATB)

Classification	Hire-In	EOP	1 Year	2 Year	3 Year	4 Year	5 Year
Accounting Clerks & Computer Specialist	\$16.04	\$16.33	\$16.92	\$17.54	\$18.20	\$18.92	\$19.62
Deputies	\$25.03	\$25.55	\$26.53	\$27.52	\$28.59	\$29.69	\$30.84
Dispatchers & Jailers	\$18.10	\$18.43	\$19.13	\$19.84	\$20.61	\$21.40	\$22.16

\* EOP - End of Probation

Effective July 1, 2017

Sheriff's Office Pay Plan (2.75% Increase ATB)

Classification	Hire-In	EOP	1 Year	2 Year	3 Year	4 Year	5 Year
Accounting Clerks & Computer Specialist	\$16.48	\$16.78	\$17.39	\$18.02	\$18.70	\$19.44	\$20.16
Deputies	\$25.72	\$26.26	\$27.26	\$28.28	\$29.37	\$30.51	\$31.69
Dispatchers & Jailers	\$18.60	\$18.94	\$19.65	\$20.39	\$21.18	\$21.99	\$22.77

\* EOP - End of Probation

Effective July 1, 2018

Sheriff's Office Pay Plan (2.9% Increase ATB)

Classification	Hire-In	EOP	1 Year	2 Year	3 Year	4 Year	5 Year
Accounting Clerks & Computer Specialist	\$16.96	\$17.26	\$17.89	\$18.54	\$19.25	\$20.01	\$20.74
Deputies	\$26.46	\$27.02	\$28.05	\$29.10	\$30.23	\$31.40	\$32.61
Dispatchers & Jailers	\$19.14	\$19.49	\$20.22	\$20.98	\$21.79	\$22.63	\$23.43

\* EOP - End of Probation

Effective July 1, 2019

Sheriff's Office Pay Plan (3.0% Increase ATB)

Classification	Hire-In	EOP	1 Year	2 Year	3 Year	4 Year	5 Year
Accounting Clerks & Computer Specialist	\$17.47	\$17.78	\$18.43	\$19.10	\$19.82	\$20.61	\$21.36
Deputies	\$27.26	\$27.83	\$28.89	\$29.97	\$31.13	\$32.34	\$33.59
Dispatchers & Jailers	\$19.71	\$20.07	\$20.83	\$21.61	\$22.45	\$23.31	\$24.13

\* EOP - End of Probation

### Longevity: July 1, 2016 thru June 30, 2019

After 5 Years	After 10 Years	After 15 Years	After 20 Years
\$0.30	\$0.35	\$0.40	\$0.45

-continued-



## Sheriff's Office Pay Plan Non-Progressive Scale for individuals hired after July 1, 2016

Effective July 1, 2016

Sheriff's Office Pay Plan (2.5% Increase ATB)

Classification	Hire-In	EOP	1 Year	2 Year	3 Year	4 Year	5 Year
Accounting Clerks & Computer Specialist	\$16.04	\$16.33	\$16.92	\$17.54	\$18.20	\$18.92	\$19.62
Deputies	\$25.03	\$25.55	\$26.53	\$27.52	\$28.59	\$29.69	\$30.84
Dispatchers & Jailers	\$18.10	\$18.43	\$19.13	\$19.84	\$20.61	\$21.40	\$22.16

\* EOP - End of Probation

Effective July 1, 2017

Sheriff's Office Pay Plan (2.75% Increase ATB)

Classification	Hire-In	EOP	1 Year	2 Year	3 Year	4 Year	5 Year
Accounting Clerks & Computer Specialist	\$16.04	\$16.33	\$16.92	\$17.54	\$18.20	\$18.92	\$19.62
Deputies	\$25.03	\$25.55	\$26.53	\$27.52	\$28.59	\$29.69	\$30.84
Dispatchers & Jailers	\$18.10	\$18.43	\$19.13	\$19.84	\$20.61	\$21.40	\$22.16

\* EOP - End of Probation

Effective July 1, 2018

Sheriff's Office Pay Plan (2.9% Increase ATB)

Classification	Hire-In	EOP	1 Year	2 Year	3 Year	4 Year	5 Year
Accounting Clerks & Computer Specialist	\$16.04	\$16.33	\$16.92	\$17.54	\$18.20	\$18.92	\$19.62
Deputies	\$25.03	\$25.55	\$26.53	\$27.52	\$28.59	\$29.69	\$30.84
Dispatchers & Jailers	\$18.10	\$18.43	\$19.13	\$19.84	\$20.61	\$21.40	\$22.16

\* EOP - End of Probation

Effective July 1, 2019

Sheriff's Office Pay Plan (3.0% Increase ATB)

Classification	Hire-In	EOP	1 Year	2 Year	3 Year	4 Year	5 Year
Accounting Clerks & Computer Specialist	\$16.04	\$16.33	\$16.92	\$17.54	\$18.20	\$18.92	\$19.62
Deputies	\$25.03	\$25.55	\$26.53	\$27.52	\$28.59	\$29.69	\$30.84
Dispatchers & Jailers	\$18.10	\$18.43	\$19.13	\$19.84	\$20.61	\$21.40	\$22.16

\* EOP - End of Probation

### Longevity: July 1, 2016 thru June 30, 2019

After 5 Years	After 10 Years	After 15 Years	After 20 Years
\$0.30	\$0.35	\$0.40	\$0.45

CONTRACT/AGREEMENT

between

JASPER COUNTY  
SECONDARY ROADS DEPARTMENT

and

PUBLIC, PROFESSIONAL &  
MAINTENANCE EMPLOYEES,  
LOCAL 2003, IUPAT, AFL-CIO

July 1, 2016 to June 30, 2020

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## **AGREEMENT**

This Agreement entered into this 1st day of July, 2016, by and between Jasper County, Iowa Secondary Roads Department, hereinafter referred to as the "Employer", and Public Professional & Maintenance Employees, Local 2003, IUPAT, AFL-CIO, hereinafter called the "Union." Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

### **ARTICLE 1 RECOGNITION**

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all employees of the Jasper County Secondary Roads Department, including Motor Grader Operators, Truck Drivers, Mechanic (1 & 2), Mechanic's Helper, Crawler Excavator Operator, Sign Man 1, Skilled Laborers, Accounting Clerk/Computer Specialist, Survey Design Specialist/RLS, Civil Technician (1, 2 & 3), and Working Foreman (Bridge, Motor Grader, Pipe & Sign) as set forth in Iowa Public Employment Relations Board Order of Certification Case No. 7100 dated August 8, 2005, which excludes the County Engineer, Assistant Engineer, County Surveyor, Maintenance Superintendent, Assistant Maintenance Superintendent, Assistant to the Engineer, Shop Foreman, and all other employees excluded by Iowa Code Section 20.4.

### **ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT**

2.1 The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

2.2 There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

2.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### **ARTICLE 3 SEPARABILITY AND SAVINGS**

3.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 4  
EMPLOYER RIGHTS**

4.1. Except as expressly abridged in 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 for cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or service shall be purchased or performed by the unit employees; to 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 granted to the public employer by law.

**ARTICLE 5  
NO STRIKE – NO LOCKOUT**

5.1 The Employer agrees that during the term of this Agreement, it will not engage in any lockout of employees. The Union agrees that during the term of this Agreement, there shall not be any work stoppage, strike, slowdown, picketing, boycott, or any other action on the part of the Union or the employees represented by it which will interrupt or interfere with the operation of the County.

**ARTICLE 6  
GRIEVANCE PROCEDURES AND ARBITRATION**

6.1 The parties agree that an orderly expeditious resolution of grievance is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedures:

6.2 Informal – An employee shall discuss a complaint or problem orally with the employee's Forman within five (5) workdays following its occurrence in an effort to resolve the problem in an informal manner.

6.3 Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the County Engineer or his designated representative within five (5) workdays following the oral discussion. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and a brief description of the

facts and witnesses as they know them to be. Within five (5) workdays after this Step 1 meeting, the Engineer or his designated representative will answer the grievance in writing.

Step 2. If the Employer's answer in Step 1 fails to resolve the grievance, the Union and/or the aggrieved employee may refer the grievance in writing to the Human Resource Director within five (5) working days of the receipt of the Step 1 answer. Following a meeting with the aggrieved employee and/or Union, the Human Resource Director shall answer the grievance in writing within seven (7) working days.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within five (5) workdays after the date of the Director of Human Resources answer given in Step 2.

6.4 A Union steward will be present at all face-to-face meetings involving the Engineer and a bargaining unit employee, when discipline and/or grievance matters are involved. A copy of all documents involving discipline and/or grievance matters will be provided to the Union steward at the time they are given to the affected employee.

6.5 All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first known. If a grievance is not presented within the time limits specified in this Article, or the process in this contract is not followed<sup>1</sup>, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not answered by the Employer, it shall automatically be referred to Step 2.

6.6 After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or the American Arbitration Association or the Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible, otherwise, by the parties alternately eliminating names from the list.

6.7 After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

6.8 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. The arbitrator shall

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<sup>1</sup> The Board of Supervisors, County Attorney and other Elected Officials are not part of the grievance process and shall not be contacted by the employee.

have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

6.9 All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

6.10 The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon written mutual agreement of Union and Employer.

6.11 In the event that any employee takes action on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding this issue.

## **ARTICLE 7 HOURS**

7.1 The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The normal workweek shall begin at 12:01 AM on Saturday and end at 12:00 Midnight the following Friday.

7.2 Workweek. The normal workweek for regular full-time employees shall consist of five (5) eight (8) hour days. The normal workday for the maintenance employees will be from 7:00 AM to 3:30 PM, Monday through Friday, with a thirty (30) minute unpaid lunch period, which will normally be taken at or near the middle of the eight (8) hour shift. The normal summer workweek for maintenance employees shall consist of four (4) ten (10) hour days, Monday through Thursday, from 6:30 AM to 5:00 PM, with a thirty (30) minute unpaid lunch period, which will normally be taken at or near the middle of the ten (10) hour shift. The start and ending dates for the summer hours will be established by mutual agreement of the County Engineer and the Union. The four (4) ten (10) hour per day summer workweek will not be extended to the next fiscal year unless the County and Union mutually agree to extend the summer workweek each year thereafter. The normal workday for the Engineering staff will be 7:30 AM to 4:00 PM, Monday through Friday, with a thirty (30) minute unpaid lunch period which will normally be taken at or near the middle of eight (8) hours shift. All employees shall normally have a fifteen (15) minute paid rest period during each one-half (1/2) shift. The times and arrangements for lunch and rest periods may vary depending on the nature of the work being performed and be granted at: Morning Break 9:30 a.m. – 9:45 a.m., Lunch Break 11:30 a.m. – 12:00 p.m., Afternoon Break 2:00 p.m. – 2:15 p.m., unless a change is approved by immediate supervisor.

Any change in the normal workweek will require at least fourteen (14) days advance notice to the employees and the Union.



7.3 Overtime. Employees who work in excess of forty (40) hours in any one work week shall be granted compensatory time at the rate of one and one-half (1½) hours for each hour of overtime worked. Employees may accrue comp time or be paid out at the rate of one and one half (1½) the employee's straight time hourly rate. Employees will be required to make a request in writing at the time they submit their payroll time sheet if they would like to receive comp time pay. Payout will be within the next two (2) payroll periods from the time the request was made or overtime was worked. If the employee does not request payment in writing, hours will accrue to a maximum of one hundred (100) hours. Any overtime hours after the comp time maximum is reached, will be paid.

Hours accrued up to one hundred (100) may be used as time off or cashed out. Comp time must be depleted (time taken or cashed out) down to a maximum of fifty (50) hours of accrual by the first (1<sup>st</sup>) of each November.

Within any given pay period, compensatory time payout requested by the employee shall reduce the employee's accrued comp time balance for the purpose of considering its affect on the maximum comp time accrual limitations.

Upon notification, an employee's supervisor may approve at his/her discretion compensatory time leave requests for an entire workday or less. Employees must notify their immediate supervisor two (2) days prior to using comp time in excess of one workday. Comp time must be taken in a minimum of one (1) hour increments. One (1) hour increments of comp time cannot normally be used in the middle of the workday.

Paid leave, compensatory time, vacation time and holidays shall be counted as working time for the purpose of determining overtime, provided however, that sick leave without a doctor's excuse shall not be used for overtime determination purposes. Except for emergencies, any work in excess of the normal work period must be approved in advance by the employee's immediate supervisor.

7.4 When the Employer decides to assign overtime work, an effort will be made to distribute such equally among the employees in the job classification affected. Compensatory time off may be granted in hourly increments with Employer approval.

7.5 Call Back. An employee who is called back to work or called out to work for any reason shall be compensated a minimum of two (2) hours at one and one-half (1½) times their current hourly rate. Call back time does not apply when an employee is ordered to work beyond his or her regular shift or if called in early prior to the start of his/her normal shift (e.g., snow removal).

## **ARTICLE 8 SENIORITY**

8.1 Seniority means an employee's length of continuous service with the employer since their last date of hire.

8.2 A new employee shall serve a probationary period of one (1) year. The probationary employee will receive benefits upon employment or after six (6) months, whichever is applicable, including grievance rights. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of employment. Probationary employees may be terminated, demoted, or laid off for any reason during the first six (6) months of their probationary period without recourse to the grievance procedure.

8.3 Should more than one (1) employee have the same seniority date, the employee with the lowest last four (4) digits in his/her Social Security number shall have the most seniority.

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

1. An employee quits, retires or is terminated.
2. An accepted employee resignation.
3. An employee absent from work for two (2) days without notification to the Employer unless beyond the control of the employee.
4. Falsification on employment application.
5. Giving false reason for obtaining leave of absence.
6. Employee is laid off and fails to report to work within fourteen (14) days after having been recalled.
7. Failure to report for work at the end of leave of absence.
8. An employee is absent from work for any reason, including layoff, for over twelve (12) months or for a period of time equal to his/her seniority, whichever is shorter.
9. Not obtaining prior approval from the Engineer for unpaid leave of absence.

8.5 An employee on unpaid leave for over thirty (30) days does not accumulate seniority.

8.6 The seniority list shall be revised to reflect the employees' status each year.

8.7 An employee transferred out of the bargaining unit will continue to accumulate seniority.

8.8 Regular part-time employees working at least an average of twenty (20) hours per week shall accumulate seniority prorated at a percentage of a full-time employee working a forty (40) hour week. Regular part-time employees averaging at least (30) hours per week shall be granted the same County-paid fringe benefits as full-time employees, consistent with the provisions of this Agreement. Regular part-time employees averaging at least twenty (20) hours, but less than thirty (30) hours per week, shall be granted prorated fringe benefits at seventy-five percent (75%) of those of a full-time employee.

## **ARTICLE 9 LAYOFFS**

9.1 When the Employer determines the work is to be reduced for over one (1) week, the Employer will determine the number of employees and the job classifications to be reduced. The employee with least seniority in the job classification affected will be laid off first, provided the remaining employees are qualified to perform the work available. Layoff for less than one (1) week will be done at the Engineer's discretion. The employee to be laid off for one (1) week shall be given a five (5) day notice. This notification will be sent to Union Business Representatives at the time it is provided to the employees.

9.2 The employee removed from the job classification can then replace the least senior employee in any lower or equal job classification if he/she is qualified to perform the work available. For purposes of this paragraph, equal means equal pay.

9.3 Recall shall be in reverse order of reduction if the employee is qualified to perform the work available.

9.4 No notice will be needed for layoffs of a shorter period caused by lack of work, equipment breakdown, weather, etc.

9.5 While on layoff, an employee is not eligible for holiday or any other benefits. Vacations, sick leave and seniority does not accrue during layoff.

9.6 Job Posting. It is the policy of the County to fill job vacancies and higher rated jobs with the most qualified employee possible. No regular full-time or regular part-time vacancy in the bargaining unit will be filled by hire or promotion until that vacancy has been posted for a period of five (5) workdays. Vacancy notices shall be posted for the 5-day period on the employee bulletin board at the main shop and either posted at all outlying sheds or notices sent out with paychecks. Current employees will be given the first consideration for all vacancies covered by the bargaining unit. In the selection of an applicant to fill the vacancy, the most senior employee bidding the vacancy posting shall be given the opportunity with the position. However, the Engineer may overrule seniority if the senior bidder cannot meet the minimum qualifications of the position during the trial period of opportunity. If no current employee bids the position the

Employer may hire from outside the bargaining unit. The posting will include the minimum qualifications required. The successful bidder will have a thirty (30) day trial period in the new position and may return to his prior position at any time during the trial period by notifying the Engineer in writing. After the second week of the trial period the employee will be evaluated.

## **ARTICLE 10 JOB CLASSIFICATION**

10.1 If an employee is required to work in a higher rated job classification for a period exceeding ten (10) working days within the calendar year, the employee shall receive the rate for the higher rated job classification effective on the eleventh (11<sup>th</sup>) day that the employee so works. A day will be considered a minimum of four (4) hours. Time voluntarily spent by an employee learning and/or training on a job or piece of equipment will not be counted toward the ten (10) days. An employee temporarily required to work in a lower rated job classification will not suffer reduction in pay.

## **ARTICLE 11 LEAVE OF ABSENCE**

Sick Leave. Sick leave will be granted to all regular full-time employees who have completed at least two (2) full pay periods in their probationary period on the following basis:

- a. Sick leave can be used only for bona fide sickness or non-work related accidental injury of the employee. Up to eight (8) hours of sick leave may be used for doctor and/or dental appointments, which cannot be made during non-work time.
- b. One (1) day vacation may be converted to eight (8) hours of compensatory time, which may be used for doctor, and/or dentist appointments, which cannot be made during non-working time.
- c. Sick leave with pay shall accumulate at the rate of one and one-half (1½) days per month of continuous employment and can accumulate up to a maximum of ninety (90) days.

After the first seven hundred twenty (720) hours have been accrued, the employee can continue to accrue sick leave at the reduced rate of six (6) hours per month until an additional seven hundred twenty (720) hours has been accumulated. Once fourteen hundred forty (1,440) hours have been accumulated and banked, the employee can accrue sick leave at a reduced rate of three (3) hours per month, which can be used for either sick or annual leave. If such leave is not subsequently converted to a vacation leave, the employee, upon retirement, will be compensated for all accumulated unused sick leave in excess of fourteen hundred forty (1,440) hours at their last rate of pay.

- d. Except as provided in “c” above, employees shall forfeit all accumulated sick leave upon separation from employment for any reason, including voluntary resignation.

Exception: At retirement (retirement for this purpose is defined as eligible to draw IPERS) and an employee is eligible to remain on the Employer’s Group Health Plan (EGHP), that employee may convert accrued sick hours, up to 720 hours at their last rate of pay, bank those hours and use them to pay for continued health care coverage through the EGHP. If a retiree becomes ineligible to remain on the EGHP (i.e., reaches the age of 65 or eligible for Medicare), then any remaining banked hours will be lost.

- e. Employees who do not utilize sick leave during a three (3) month span as defined below shall be entitled to one (1) bonus day. The three (3) month span is defined as: July 1 through September 30; October 1 through December 31; January 1 through March 31; April 1 through June 30.
- f. Any employee who requests sick leave shall contact the department head or designee at least (30) minutes prior to beginning of the employee’s schedule shift.
- g. A medical verification of illness or injury may be required by the Employer for the substantiation of the need for sick leave.
- h. Each employee shall be notified of his/her remaining sick leave, compensatory time, vacation time, and emergency leave time at intervals coinciding with each pay period.
- i. When a holiday falls within paid sick leave, that day will be counted as a holiday and not as a sick day.

Jury Duty. An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, excluding travel and meal expenses. When released from duty during working hours, the employee will report to work within two (2) hours.

Funeral Leave. All regular full-time employees, including those involved in a probationary period, shall be allowed paid time off at their regular rate of pay, up to but not to exceed three (3) workdays, as normally scheduled for the employees, in case of the death of the employee’s parent, parent in-law, spouse, child, grandparent, grandchild, brother, or sister for attendance at the funeral or for other purposes directly arising out of said death. In the event of an employee’s brother-in-law, sister-in-law, son-in-law, daughter-in-law, or if an employee serves as a pallbearer or as a member of a military honor guard, all regular full-time employees shall be allowed paid time off at the regular rate of pay for up to one (1) day as normally scheduled for attendance at the funeral.

Time off for funerals will not be considered work hours for the purpose of computing overtime. Such leave of absence shall be charged against sick leave accruals. Use of funeral leave will not cause the loss of the Bonus Day if that is the only sick leave used during that quarter.

Military Leave. Employees shall be granted military leave in accordance with Section 29A.28 of the Code of Iowa.

Voting Time. Employees unable to vote because of their work schedule shall be granted paid time off necessary to vote, up to a maximum of two (2) hours.

Emergency Leave. Emergency leave with pay shall accumulate at the rate of two (2) hours per month of continuous full-time employment and can accumulate up to a maximum of twenty-four (24) hours. Emergency leave shall be granted for the purpose of caring for serious illness or injury in the immediate family (parents, spouse, or child). Employees on volunteer fire departments may be allowed to use emergency leave to respond to calls prior to the start of their work day that will result in the employee being late for work.

Unpaid Leave of Absence. An unpaid leave of absence may be granted at the discretion of the Engineer for a period of not to exceed three (3) months duration for illness or other legitimate reasons as determined by the Employer. Requests shall be made in writing to the department head at least fourteen (14) days in advance when possible. This leave is subject to the Family Medical Leave Act. This leave may be extended an additional three (3) months with the approval of the Engineer. When unpaid leave exceeds thirty (30) days, an employee:

- a. receives no compensation or benefits;
- b. does not accrue any leaves or other benefits;
- c. does not contribute to the retirement program;
- d. must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired while on unpaid leave. Arrangements for time of payments must be made with the Auditor prior to the employee taking leave.
- e. does not accrue seniority.

Federal Family and Medical Leave Act (FMLA). An employee who has at least one (1) year of service, and has worked at least twelve hundred fifty (1,250) hours in the last twelve (12) months may request and be granted twelve (12) weeks of unpaid leave during any twelve (12) month period because of:

- a. birth of a child;
- b. placement for adoption or foster child;
- c. care of child, spouse or parent with a serious health condition;
- d. employee's own serious health condition.

An employee who requests and is granted a leave of absence pursuant to the FMLA may use accrued paid leave (i.e., sick leave, vacation, compensatory time, bonus days) that the employee had accumulated prior to the start of the leave of absence.

Employees on paid FMLA leave of absence shall continue to accrue seniority under the bargaining contract. An employee who is on unpaid FMLA leave of absence shall be treated for seniority purpose as if the employee was on an Unpaid Leave of Absence under the bargaining unit contract; after thirty (30) days seniority is frozen.

During the twelve (12) week FMLA leave, the Employer shall continue the same coverage of all health, dental and life insurance benefits as if the employee was actively at work, with the employer and employee's share of health plan premiums paid in the manner customarily used.

Upon return to work from FMLA leave, the employee will be reinstated to their previous position.

Injury Leave. All Jasper County employees are covered by Workers Compensation Insurance. An employee receiving Workers Compensation benefits for a job-related injury or illness may receive sick pay on a pro rata basis in a limited amount sufficient to offset any difference between Workers Compensation benefits and the employee's regular rate of pay, but only to the extent that sick leave accruals are then available. The employee may elect to receive Workers Compensation benefits without supplemental sick leave use. An employee on approved injury leave shall not accrue or earn sick leave or vacation leave during the period covered by such leave.

In order to receive their supplemental benefits, a written statement from a practicing physician, dentist, or osteopath licensed under the laws of the State of Iowa describing in detail the nature and extent of the injury will be required by the employee's supervisor. Any and all accidents must be reported to the Engineer's secretary, who shall complete a report to be filed with the bookkeeping department in the Auditor's office. Any accident requiring professional medical attention shall be reported as soon as practical, but no later than twenty-four (24) hours to insure proper Workers Compensation coverage.

## **ARTICLE 12**

### **VACATIONS**

12.1 Eligibility and Allowances. All regular full-time employees shall be eligible for vacation on their seniority date as listed below:

<u>Service Requirement</u>	<u>Vacation Allowance</u>
At least one (1) full year of continuous service	Two (2) weeks
At least five (5) full years of continuous service	Three (3) weeks
At least fifteen (15) full years of continuous service	Four (4) weeks
At least twenty (20) full years of continuous service	Five (5) weeks

12.2 Employees who currently receive more than four (4) weeks' vacation shall continue to accrue vacation at their current rate.

12.3 Vacations must be taken during the anniversary year; however, with the department head's approval, two (2) weeks' vacation time may be accumulated and carried forward to the next year.

12.4 Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay for the hour, day, or week for which he/she would have been regularly scheduled to work.

12.5 Vacation requests must normally be received in advance by an increment of time equal to the leave requested.

12.6 Choice of Vacation Period. Vacations must be approved by the department head or the employee's immediate supervisor. The department head may require rescheduling of vacation in cases of emergency or unforeseen circumstances. When two (2) or more employees request vacation for the same period, and not all can be spared from work for the same period, the employee or employees granted vacation will be based on seniority. Otherwise, vacation requests will be granted on a first come, first served basis.

12.7 Holiday During Vacation Period. If a holiday occurs during the employee's scheduled vacation period, an employee shall be granted an additional vacation day to be taken the day before the vacation starts or the day after the vacation ends.

12.8 Upon resignation with a two week advance notice an employee shall be paid on a pro rata basis for all unused vacation left at the time of resignation.

12.9 During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time pay. During subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon straight time hours worked. For purposes of this Section, hours of work shall include paid vacation and holiday time.

## ARTICLE 13 HOLIDAYS

13.1 Regular full-time employees are eligible for the following paid holidays:



New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day  
Either the first working day before or after Christmas, as designated by the Board of Supervisors.

Additionally, one (1) floating holidays to be taken at the employee's discretion. The date of the employees' common floating holiday must be designated within thirty (30) days after the Board of Supervisors has posted holidays for the next calendar year. The date of the second employee floating holiday will be designated by the employee and must be approved by the Engineer.

13.2 All employees shall receive their normal daily pay for each designated holiday. In addition, employees required to work on a designated holiday shall receive two (2) times their hourly rate of pay for all time worked. The Engineer will establish the starting and ending time of work on a holiday.

13.3 To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday, unless on approved leave.

13.4 An employee on layoff or an unpaid leave of absence is not eligible for holiday pay.

13.5 Paid holidays falling on Sunday will be observed on Monday, and paid holidays falling on Saturday will be observed on Friday.

## **ARTICLE 14**

### **INSURANCE**

14.1 Health Insurance. The County will provide a cafeteria plan of benefits from which the employees may choose from a minimum of two (2) options. All employees will select either Plan 3 (\$500/\$1000 Deductible Plan) or the HDHP (High Deductible Health Plan).

14.2 Employee Contributions:

Employees may select Plan 3 and contribute 10% of the premium OR select the HDHP with 0% contribution. If the HDHP is selected, the County will contribute to an HSA the difference between the County contribution to Plan 3 (500/1000 Plan) and the premium cost of the HDHP.

**\*The \$34.50 FSA contribution per month will be suspended and the Plan 3 (\$500/\$1000) single policy will be offered at no charge to employees until June 30, 2016. Effective June 30, 2016, the \$34.50 FSA contribution will be reinstated and employees electing single coverage under Plan 3 will pay 10% of the premium cost.**

In addition, the County will pay the premium of all the following coverage:

- 1) \$30,000 Life Insurance
- 2) Long-Term Disability at 60% of the monthly earnings of an employee with a 120-day elimination period.
- 3) Single Dental Benefit
- 4) Single Vision Benefit

14.3 The insurance programs referred to in this Article will be subject to all terms and conditions of the contract with the insurance carrier.

14.4 Full-time employees will not have the insurance paid until the completion of one (1) calendar month with the employer.

14.5 Continued Coverage Provision. In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), the County will offer covered employees, spouses, and dependent children the opportunity to continue their group medical coverage under the County's current plan if coverage terminates for one of the following events:

- a. Death of the covered employee;
- b. Termination of employment for other than gross misconduct;
- c. Reduction of hours;
- d. Divorce or legal separation;
- e. Entitlement to Medicare by the employee;
- f. A dependent child attaining the maximum age specified in the plan.

If the covered employee elects continued coverage and pays the applicable premium, group medical coverage will continue for eighteen (18) months. If the covered spouse and child elect to continue coverage and pay the applicable premium, the group medical coverage will continue for a period of thirty-six (36) months for the following beneficiaries:

- a. Widows;
- b. Divorced spouse;
- c. Spouses of Medicare eligible employees;
- d. Dependent children who become ineligible under the health plan.

The beneficiary must notify the Plan Administrator of the desire to continue coverage within sixty (60) days of the qualifying event. After the initial election, the beneficiary must remit the applicable premium to the County Auditor by the 25<sup>th</sup> of the month for the following month's coverage. Delinquent payments of the premium may be grounds for terminating the continuation coverage.

The beneficiary shall have the option of converting group coverage to a direct subscriber plan with the group medical insurer. The beneficiary will have thirty (30) days from the date of termination of the condition coverage to convert their group medical coverage.

## **ARTICLE 15 DUES CHECKOFF**

15.1 Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at anytime upon thirty (30) days written notice to the Employer and the Union, the Employer agrees to deduct the regular monthly dues from the employee's pay, the amount of dues designated by the Union in writing to receive such deduction. The Employer shall provide a list of individuals with the amount of their dues for each month dues are remitted to the Union. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

15.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits and orders of 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.

## **ARTICLE 16 MILEAGE**

16.1 Should an employee be required to use his/her personal vehicle for work purposes, he/she shall be reimbursed mileage according to the County Policy.

## **ARTICLE 17 LICENSE REQUIREMENT**

17.1 Employees will be provided a vehicle for schooling and to take any required driving tests to fulfill the new requirements under the Federal Commercial Driver's License.

**ARTICLE 18  
COUNTY WORK RULES AND DISCIPLINARY  
PROCEDURE**

18.1 Each employee will receive a copy of the County Policy and/or Work Rules covering members of the bargaining unit.

**ARTICLE 19  
LONGEVITY**

19.1 Longevity will be added to the hourly straight time rate on the first pay period following:

<u>After Completion of:</u>	<u>Per Hour Pay</u>
5 years of service	\$0.20
10 years of service	\$0.25
15 years of service	\$0.30
20 years of service	\$0.35
25 years of service	\$0.40
30 years of service	\$0.45

**ARTICLE 20  
CLOTHING ALLOWANCE**

20.1 A clothing allowance shall be disbursed as follows:

1 <sup>st</sup> Year	\$175.00 July 1, 2016
2 <sup>nd</sup> Year	\$175.00 July 1, 2017
3 <sup>rd</sup> Year	\$175.00 July 1, 2018
4th Year	\$175.00 July 1, 2019

**ARTICLE 21  
HEALTH AND SAFETY**

21.1 At least one member of the bargaining unit, elected by the Union membership, shall serve on the County-wide Safety Committee.

This individual as well as one additional employee, elected by the Union membership and two (2) managerial employees of the Secondary Road Department one of which is the County Safety Coordinator, comprise the Secondary Road Unit Safety Committee. The Committee shall meet quarterly or as deemed appropriate to evaluate department safety, make plans and recommendations and counsel as necessary concerning the effective administration of the County's Safety Program and submit proposal to the County-wide Safety Committee and/or the Board of Supervisors.

If employees are required to wear safety-toed boots they shall be allowed up to One Hundred Fifty Dollars (\$150.00) per year for the purchase of any safety-toed, OSHA approved, boots upon presentation of receipt. The Employer shall furnish any other safety equipment the employees are required to wear or use.

The County will reimburse an employee up to One Hundred Dollars (\$100.00) for authorized safety glasses once every two (2) years.

## **ARTICLE 22 DURATION OF AGREEMENT**

22.1 This Agreement shall be effective from July 1, 2016 and shall continue to remain in full force and effect until its expiration on June 30, 2020.

22.2 During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement.

22.3 Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party before November 15, 2019. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**EMPLOYER:**

SECONDARY ROADS DEPARTMENT,  
JASPER COUNTY, IOWA

By \_\_\_\_\_  
County Engineer

By \_\_\_\_\_  
Chairman County  
Board of Supervisors

Acknowledged By:

\_\_\_\_\_  
Employer Representative

**UNION:**

PUBLIC, PROFESSIONAL &  
MAINTENANCE EMPLOYEES,  
LOCAL 2003, IUPAT, AFL-CIO

By \_\_\_\_\_  
Business Representative

By \_\_\_\_\_  
Employee Representative

By \_\_\_\_\_  
Employee Representative

By \_\_\_\_\_  
Employee Representative

01239919

## GRADES/JOB CLASSIFICATIONS/SALARY SCHEDULE

<b>GRADE II</b>	ACCOUNTING CLERK/COMPUTER SPECIALIST
<b>GRADE III</b>	SIGN MAN I SKILLED LABORER TRUCK DRIVER PATROL OPERATOR CRAWLER EXCAVATOR OPERATOR MECHANICS HELPER* CIVIL TECHNICIAN III
<b>GRADE IV</b>	MECHANIC II* CIVIL TECHNICIAN II
<b>GRADE V</b>	MECHANIC I* CIVIL TECHNICIAN I
<b>GRADE VI</b>	WORKING FOREMEN
<b>GRADE VII</b>	SURVEY DESIGN SPECIALIST/RLS

\* These classifications will receive a tool allowance of \$700 per year.

\*\* Supplemental pay for employee assigned & certified to operate the crane will be set at \$500 per year.

The wage matrix in effect on July 1, 2015 shall be maintained for the duration of the contract and any employees hired after July 1, 2106 shall receive the appropriate step increase as set forth in the wage matrix. Employees hired prior to July 1, 2016 shall receive applicable step increases and COLA increases.

### **JULY 1, 2016 SALARY SCHEDULE**

2.5% increase added across the board (ATB)

	Start	6 Mon.	Year 1	Year 2	Year 3	Year 4
<b>GRADE II</b>	17.66	18.02	18.36	18.72	19.07	19.43
<b>GRADE III</b>	21.81	22.29	22.76	23.22	23.70	24.17
<b>GRADE IV</b>	22.18	22.64	23.12	23.60	24.07	24.54
<b>GRADE V</b>	22.54	23.02	23.49	23.96	24.43	24.90
<b>GRADE VI</b>	23.72	24.31	24.90	25.49	26.08	26.67
<b>GRADE VII</b>	27.15	27.85	28.56	29.28	29.98	30.69

**JULY 1, 2017 SALARY SCHEDULE**

2.75% increase added across the board (ATB)

	Start	6 Mon.	Year 1	Year 2	Year 3	Year 4
<b>GRADE II</b>	18.15	18.52	18.86	19.23	19.59	19.96
<b>GRADE III</b>	22.41	22.90	23.39	23.86	24.35	24.83
<b>GRADE IV</b>	22.79	23.26	23.76	24.25	24.73	25.21
<b>GRADE V</b>	23.16	23.65	24.14	24.62	25.10	25.58
<b>GRADE VI</b>	24.37	24.98	25.58	26.19	26.80	27.40
<b>GRADE VII</b>	27.90	28.62	29.35	30.09	30.80	31.53

**JULY 1, 2018 SALARY SCHEDULE**

2.90% increase added across the board (ATB)

	Start	6 Mon.	Year 1	Year 2	Year 3	Year 4
<b>GRADE II</b>	18.68	19.06	19.41	19.79	20.16	20.54
<b>GRADE III</b>	23.06	23.56	24.07	24.55	25.06	25.55
<b>GRADE IV</b>	23.45	23.93	24.45	24.95	25.45	25.94
<b>GRADE V</b>	23.83	24.34	24.84	25.33	25.83	26.32
<b>GRADE VI</b>	25.08	25.70	26.32	26.95	27.58	28.19
<b>GRADE VII</b>	28.71	29.54	30.20	30.96	31.69	32.44

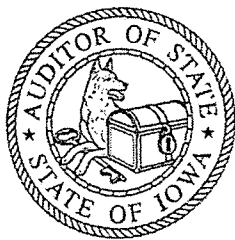
**JULY 1, 2019 SALARY SCHEDULE**

3.0% increase added across the board (ATB)

	Start	6 Mon.	Year 1	Year 2	Year 3	Year 4
<b>GRADE II</b>	19.24	19.63	19.99	20.38	20.76	21.16
<b>GRADE III</b>	23.75	24.27	24.79	25.29	25.81	26.32
<b>GRADE IV</b>	24.15	24.65	25.18	25.70	26.21	26.72
<b>GRADE V</b>	24.54	25.07	25.59	26.09	26.60	27.11
<b>GRADE VI</b>	25.83	26.47	27.11	27.76	28.41	29.04
<b>GRADE VII</b>	29.57	30.43	31.11	31.89	32.64	33.41

Beginning July 1, 2018, the County shall compare the entry and top wage of Grade III to the comparable classification in the five (5) larger and five (5) smaller counties (by population). The County will ensure the entry and top wage rate shall be a minimum of five percent (5%) greater than the comparability average. If an increase is warranted, then all classifications shall be adjusted upward by the percentage that equates to five percent (5%) above the average.





OFFICE OF AUDITOR OF STATE  
STATE OF IOWA

Mary Mosiman, CPA  
Auditor of State

State Capitol Building  
Des Moines, Iowa 50319-0004

Telephone (515) 281-5834 Facsimile (515) 242-6134

Independent Auditor's Report

To the Members of the  
Central Iowa Juvenile Detention Center:

Report on the Financial Statements

We have audited the accompanying Proprietary Fund Statement of Cash Receipts, Disbursements and Changes in Cash Balance and the Fiduciary Fund Statement of Cash Receipts, Disbursements and Changes in Cash Balance of the Central Iowa Juvenile Detention Center as of and for the year ended June 30, 2015, and the related Notes to Financial Statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note 1. This includes determining the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. This includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Center's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above presents fairly, in all material respects, the cash basis financial position of the Proprietary Fund and the Fiduciary Fund of the Central Iowa Juvenile Detention Center as of June 30, 2015, and the changes in its cash basis financial position for the year then ended in accordance with the basis of accounting described in Note 1.

Basis of Accounting

As discussed in Note 1, the financial statements were prepared on the basis of cash receipts and disbursements, which is a basis of accounting other than U.S. generally accepted accounting principles. Our opinions are not modified with respect to this matter.

Emphasis of a Matter

As discussed in Note 5, Central Iowa Juvenile Detention Center adopted new accounting guidance related to Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions. Our opinions are not modified with respect to this matter.

Other Matters

Other Information

The other information, Management's Discussion and Analysis, the Schedule of the Center's Proportionate Share of the Net Pension Liability and the Schedule of Center Contributions on pages 7 through 9 and 23 through 27, has not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated March 8, 2016 on our consideration of the Central Iowa Juvenile Detention Center's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Central Iowa Juvenile Detention Center's internal control over financial reporting and compliance.



MARY MOSIMAN, CPA  
Auditor of State



WARREN G. JENKINS, CPA  
Chief Deputy Auditor of State

March 8, 2016

*Jasper County, Iowa  
Bond Renewal Proposal  
July 1, 2016*

1) <i>Renewal Estimate – Current \$250,000 Limit Combined Bond Forms - \$5,000 Deductible</i>	<i>\$3,343.00</i>
2) <i>Option 1 – Renewal Estimate - \$500,000 Limit \$10,000 Deductible</i>	<i>\$3,880.00</i>
3) <i>Option 2 – Renewal Estimate - \$1,000,000 \$10,000 Deductible</i>	<i>\$4,480.00</i>

*Jasper County, Iowa*

*Bond Renewal Proposal*

*July 1, 2011*

<i>1) Renewal Estimate – Current \$250,000 Limit Combined Bond Forms</i>	<i>\$3313.00</i>
<i>2) Option 1: Renewal Estimate - \$500,000 Limit</i>	<i>\$3846.00</i>
<i>3) Option 2: Renewal Estimate - \$1,000,000 Limit</i>	<i>\$4720.00</i>

*Options 1 & 2 are subject to audited financials provided to the bonding company.*

# FIREWORKS PERMIT

I, DANIEL HUNTER, do request a fireworks

permit for the following date 7-04-16,

at the following address 1190 ROCK CREEK W.  
KELLOGG.

Name of Event FRIENDS & FAMILY 4<sup>TH</sup> OF JULY

The following person will have possession of and will  
discharge the fireworks

DANIEL HUNTER

(Name of person discharging fireworks)

2016 JUN 17 PM 2:13  
JASPER COUNTY AUDITOR

\*\*\*\*\*

Approved by Jasper County Board of Supervisors

\_\_\_\_\_  
(Signature-Board Chairperson)

\_\_\_\_\_  
(Date)

**INDEMNIFICATION AGREEMENT**

That DANIEL HUNTER for and in consideration of the issuance by the Jasper County Board of Supervisors of a

fireworks permit for the following event FRIENDS & FAMILY

to be held on the following date JULY 4, 16, <sup>FOURTH</sup> <sub>DA</sub>

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant DANIEL HUNTER possessing and using fireworks

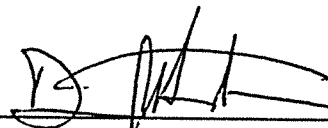
for the following event FRIENDS & FAMILY,

on the following date JULY 4, 2016,

Address 1190 ROCK CREEK W

City and State KELLOGG IOWA

e-mail address daniel-hunter@steris.com

Signature 

Date of Application 6-17-16

ORIGINAL AUDITOR'S FILE  
COPY TO SHERIFF  
MAIL COPY TO APPLICANT (please note address if different)

# FIREWORKS PERMIT

2016 JUN 20 PM 3:05  
DENNIS R. GARDNER  
JASPER COUNTY AUDITOR

PH 11/16/16

I, Ryan Engle, do request a fireworks

permit for the following date 07/02/16

at the following address 7779 N. 95<sup>th</sup> Ave. W.

Name of Event Engle family Independence Day Celebration

The following person will have possession of and will discharge the fireworks

Ryan L. Engle  
(Name of person discharging fireworks)

\*\*\*\*\*

Approved by Jasper County Board of Supervisors

\_\_\_\_\_  
(Signature-Board Chairperson)

\_\_\_\_\_  
(Date)

# INDEMNIFICATION AGREEMENT

That Ryan Engle for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event Engle Family Independence Day Celebration

to be held on the following date 02 July 2016,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant Ryan Engle possessing and using fireworks


for the following event Engle Family Independence Day Celebration

on the following date 02 July 2016,

Address 7779 N. 95th Ave. W. Baxter, IA 50028

City and State Baxter, IA

e-mail address \_\_\_\_\_

Signature 

Date of Application 06/20/16



# FIREWORKS PERMIT

I, Paul Mattingly, do request a fireworks permit for the following date July 4th, 2016, at the following address 4662 Iowa ST  
NEWTON  
Name of Event July 4th party

The following person will have possession of and will discharge the fireworks

Paul Mattingly  
(Name of person discharging fireworks)

2016 JUN 20 AM 8:48  
DEBRIE K. MARSHALL  
JASPER COUNTY AUDITOR

\*\*\*\*\*  
Approved by Jasper County Board of Supervisors

\_\_\_\_\_  
(Signature-Board Chairperson)

\_\_\_\_\_  
(Date)

# INDEMNIFICATION AGREEMENT

That Paul Mattingly for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event July 4th family party to be held on the following date July 4, 2016,

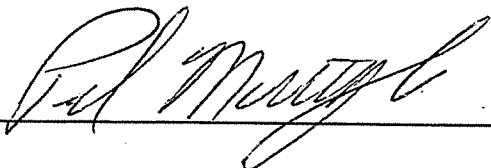
does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant Paul Mattingly possessing and using fireworks for the following event July 4th family party, on the following date July 4, 2016,

Address 4662 IOWA ST

City and State NEWTON, IOWA

e-mail address mattinglymusic@iowatelecom.net

Signature 

Date of Application 6-20-16

# FIREWORKS PERMIT

I, Rick Nearmyers, do request a fireworks permit for the following date July 8, 9, 10 2016, at the following address 1416 S 51 Ave E Newton, IA  
Name of Event 4th Celebration

The following person will have possession of and will discharge the fireworks

Tanner Nearmyers  
(Name of person discharging fireworks)

\*\*\*\*\*  
Approved by Jasper County Board of Supervisors

\_\_\_\_\_  
(Signature-Board Chairperson)

\_\_\_\_\_  
(Date)

DEBRA K. FARMOLI  
JASPER COUNTY AUDITOR

2016 JUN 20 AM 8:17

11111

**INDEMNIFICATION AGREEMENT**

That Rick Nearmyer for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event 4<sup>th</sup> Celebration, to be held on the following date July 8, 9 + 10<sup>th</sup> 2016,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant Rick Nearmyer possessing and using fireworks for the following event 4<sup>th</sup> Celebration,

on the following date July 8, 9, 10 2016,

Address 1416 S 51 Ave E

City and State Newton, IA

e-mail address \_\_\_\_\_

Signature Rick Nearmyer

Date of Application 6-19-16

# FIREWORKS PERMIT

2016 JUN 20 AM 8:01  
JENNIS K. PARROTT  
JASPER COUNTY AUDITOR

I, Gerry Lourens Jr, do request a fireworks

permit for the following date July 2+3, 2016,

at the following address 12805 Hwy F-48 W,  
Mitchellville

Name of Event Lourens Family

The following person will have possession of and will discharge the fireworks

Gerry Lourens Jr  
(Name of person discharging fireworks)

\*\*\*\*\*

Approved by Jasper County Board of Supervisors

\_\_\_\_\_  
(Signature-Board Chairperson)

\_\_\_\_\_  
(Date)

# INDEMNIFICATION AGREEMENT

That Gerry Lourens Jr for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event Lourens Family,

to be held on the following date July 3/rain date next, Weekend

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant Gerry Lourens Jr possessing and using fireworks

for the following event Lourens Family,

on the following date July 3, 2010,

Address 12805 Hwy F48 W

City and State Mitchellville IA

e-mail address cntrychris@gmail.com

Signature Gerry Lourens Jr

Date of Application 6-18-10

# FIREWORKS PERMIT

I, Rick Crozier, do request a fireworks permit for the following date 7/4/16, at the following address 9088 N. 65th Ave. W.

Name of Event ANNUAL EVENT

The following person will have possession of and will discharge the fireworks

Rick Crozier Troy Koehler, Tony Binkert  
(Name of person discharging fireworks)

\*\*\*\*\*

Approved by Jasper County Board of Supervisors

\_\_\_\_\_  
(Signature-Board Chairperson)

\_\_\_\_\_  
(Date)

2016 JUN 21 PM 2:26  
JASPER COUNTY AUDITOR

# INDEMNIFICATION AGREEMENT

That Rick Crozier for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event ANNUAL EVENT, to be held on the following date 7/4/16,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant Rick Crozier possessing and using fireworks for the following event ANNUAL EVENT,

on the following date 7/4/16,

Address 9088 N-65th AVE. W.

City and State MINGO, IOWA 50168

e-mail address NONE

Signature Rick Crozier

Date of Application 6/21/16



# FIREWORKS PERMIT

I, Traug Aufstetter, do request a fireworks permit for the following date July 3rd 2016, at the following address 11501 S 28th Ave w Newton

Name of Event July 4th celebration

The following person will have possession of and will discharge the fireworks

Michael Aufstetter  
(Name of person discharging fireworks)

\*\*\*\*\*

Approved by Jasper County Board of Supervisors

\_\_\_\_\_  
(Signature-Board Chairperson)

\_\_\_\_\_  
(Date)

2016 JUN 23 PM 2:08  
JASPER COUNTY AUDITOR

# INDEMNIFICATION AGREEMENT

That Tracy Huffstutter for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event July 4th Celebration

to be held on the following date July 3rd 2016,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant Tracy Huffstutter possessing and using fireworks

for the following event July 4th Celebration,

on the following date July 3rd 2016,

Address 1050 S 28th Ave W

City and State Newton IA 50708

e-mail address TracyHuffstutter@gmail.com

Signature Tracy Huffstutter

Date of Application 6-23-16

# FIREWORKS PERMIT

I, CLINT PRICE, do request a fireworks permit for the following date 7-4-16,

at the following address 11493 W 36 STS MONROE LA 50170

Name of Event JULY 4 COOKOUT

The following person will have possession of and will discharge the fireworks

CLINT PRICE  
(Name of person discharging fireworks)

2016 JUN 24 AM 8:35  
JAMES A. JAWOBI  
JASPER COUNTY AUDITOR

\*\*\*\*\*

Approved by Jasper County Board of Supervisors

\_\_\_\_\_  
(Signature-Board Chairperson)

\_\_\_\_\_  
(Date)

# INDEMNIFICATION AGREEMENT

That Clint Price for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event JULY 4 COOKOUT

to be held on the following date 7-4-16,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant CLINT PRICE possessing and using fireworks

for the following event JULY 4 COOKOUT,

on the following date 7-4-16,

Address 11493 W 365TH

City and State Monroe IA 50170

e-mail address CLINT B PRICE @ GMAIL DOT COM

Signature Clint Price

Date of Application 6-24-16

Resolution \_\_\_\_\_

STATE OF IOWA }  
Jasper County }

TRANSFER ORDER

\$1,250,482.45

Newton, Iowa, June 28, 2016

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer One million two hundred fifty thousand four hundred eighty two dollars and 45/100\*\*\*dollars

From: 0011 - Rural Services  
Fund

To: 0020 - Secondary Roads Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Road Use Funds Match

By Order of Board of Supervisors.



Auditor

NO. 1363

Deputy

This transfer is required in order to receive State Road Use Funds.  
Transfer for periods 1-9 & 1-12.

Resolution \_\_\_\_\_

STATE OF IOWA }  
Jasper County }

**TRANSFER ORDER**

\$45,507.82

Newton, Iowa, June 28, 2016

Doug Bishop, Treasurer, Jasper County, Iowa

**Transfer** Forty five thousand five hundred seven dollars and 82/100\*\*\* dollars

From: 0001- General Fund

To: Various Funds  
(See Below)

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

**By Order of Board of Supervisors.**

**Auditor**

NO. 1364

*Teresa Arrowood*

**Deputy**

From Fund

0001-General Fund  
0001-General Fund

To Fund

1500- Courthouse Capital Project  
1502- County Capital Projects  
1525- Law Enfnt Ctr Cap Proj

Amount

\$14,732.86  
\$11,274.96  
\$19,500.00  
\$45,507.82

This transfer is per the Assessor request.

Resolution \_\_\_\_\_

STATE OF IOWA }  
Jasper County }

**TRANSFER ORDER**

\$37,704.99

Newton, Iowa, June 28, 2016

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Thirty seven thousand seven hundred four dollars and 99/100\*\*\* dollars

From: 0027 - Co Conservation  
Land Acq/Dev Trust Fund

To: Various Funds  
(See Below)

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Director Request

**By Order of Board of Supervisors.**

**Auditor**

NO. 1365

*Teresa Arnold*

**Deputy**

From Fund

0027-Co Conservation Land Acq/Dev Trust  
0027-Co Conservation Land Acq/Dev Trust

To Fund

1555-Monroe/Pr City Trail Cap Proj  
1580-Mariposa Park Cap Proj

Amount

\$17,966.29  
\$19,738.70  
\$37,704.99

June 21, 2016

Tuesday, June 21, 2016 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Carpenter, Brock & Stevenson present and accounted for; Chairman Stevenson presiding.

Lenny Woythaler informed the Board that it was time to renew the bond for Jasper County employees and he gave the Board the following options:

Current \$250,000 Limit Combined Bond Forms - \$5,000 Deductible

Option 2: Renewal Estimate - \$500,000 Limit \$10,000 Deductible

Option 3: Renewal Estimate - \$1,000,000 Limit \$10,000 Deductible

Each Limit was per individual.

The Supervisors said that they would consider those options and make a decision at next week's Board meeting.

Human Resources Director, Dennis Simon, asked the board to create the position of Collections Coordinator for the County Attorney's Office.

Motion by Brock, seconded by Carpenter to adopt Resolution 16-45 to create the permanent full-time position for a Collections Coordinator.

YEA: CARPENTER, BROCK, STEVENSON

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Engineer, Russ Stutt, asked the Supervisors to approve the Haul Route Agreement with Dakota Access, LLC.

Motion by Carpenter, seconded by Brock to approve a Haul Road Damages Agreement and Permit between Jasper County and Dakota Access, LLC to temporarily use certain roadways to haul materials and equipment related to the construction and installation of a pipeline.

YEA: BROCK, CARPENTER, STEVENSON

Elderly Nutrition Director, Kelli Van Manen, presented to the Board a contract for weekend and holiday meals and a contract for the use of the Colfax Community Senior Citizens Center to provide meals.

Motion by Brock, seconded by Carpenter to approve a contract between Jasper County and Skiff Medical Center to prepare meals for the Home Delivered Meals program each Saturday and Sunday and on the holidays of Thanksgiving Day and Christmas Day.

YEA: CARPENTER, BROCK, STEVENSON

Motion by Carpenter, seconded by Brock to approve a contract between Jasper County and the Colfax Community Senior Citizens Center to rent the facility for \$200 per month to use for the service of meals provided by the Jasper County Elderly Nutrition Program.

YEA: BROCK, CARPENTER, STEVENSON



Motion by Brock, seconded by Carpenter to approve the Sheriff's quarterly reports for the period beginning October 1, 2015 and ending December 31, 2015 and the period beginning January 1, 2016 and ending March 31, 2016.

YEA: CARPENTER, BROCK, STEVENSON

Motion by Brock, seconded by Carpenter to approve the lease between Jasper County and the Heart of Iowa Regional Transit Agency (HIRTA) for a portion of the Jasper County Community Center at a rate of \$487 for the period beginning July 1, 2016 and ending June 30, 2017.

YEA: CARPENTER, BROCK, STEVENSON

Motion by Brock, seconded by Carpenter to approve the following fireworks permits:

Amanda Richtsmeier on 07/02/2016, Amanda Taylor on 07/02/2016, Connie DeGreef on 07/02/2016 (rain date: 07/03/2016) and Sharon Atwood on 07/02-03/2016 & 07/08-09/2016

YEA: CARPENTER, BROCK, STEVENSON

Motion by Brock, seconded by Carpenter to approve Board of Supervisors minutes for 06/14/2016.

YEA: CARPENTER, BROCK, STEVENSON

There were no Board appointments.

Motion by Brock, seconded by Carpenter to adjourn the Tuesday, June 21, 2016 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, BROCK, STEVENSON

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Dennis K. Parrott, Auditor

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Denny Stevenson, Chairman