LINN CO. / AFSCME #231 (PROFESSIONAL) 06-09

2006 – 2009

Agreement

Between

Linn County, Iowa

and

American Federation of State, County and Municipal Employees, AFL-CIO Local 231

PROFESSIONAL BARGAINING UNIT

Effective

July 1, 2006 – June 30, 2009

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Agreement

AGREEMENT entered into by LINN COUNTY, IOWA (Employer) and LOCAL 231, Affiliated With The AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES AFL-CIO (Union), for the purpose of promoting harmonious relations between the Employer, its Bargaining Unit employees, and the Union; establishing an equitable and peaceful procedure for the resolution of differences between the parties; and establishing wages, hours and the terms and conditions relating to negotiable items as set forth under Section 9, Scope of Negotiations, of the Iowa Public Employment Relations Act and such other items and conditions of employment as set forth in this Agreement.

Article 1

Recognition

1. The Employer recognizes the Union as the sole and exclusive bargaining representative for its Bargaining Unit employees as identified in paragraph 2 hereof with respect to those matters described above. The Employer agrees that it will not aid, promote, finance or engage in activities, individually or in concert with others, intended to bypass or undermine the Union, or which are in conflict with this Agreement. By the same token, the Union agrees that it will fully cooperate with the Employer in the efficient and economical performance of its responsibilities to the public.

2. The Bargaining Unit for the purpose of this Agreement consists of one Bargaining Unit designated by the Public Employment Relations Board in its decision rendered July 9, 1975, Case No. 79, and as amended, to wit:

Professional Unit

All Professional employees of Linn County, Iowa, including Administrative Assistant I, Administrative Assistant II, Air Permitting Engineer, Air Pollution Control Specialist, Behavioral Intervention Specialist, Case Manager, Early Childhood Project Coordinator; Early Childhood Teacher, Elderly Case Management Coordinator, Empowerment Coordinator, Environmental Chemist, Environmental Health Specialist, Funding Services/Intake Coordinator, Geographic Information Specialist, Home Health Service Coordinator, Lead Project Coordinator, Community Health Educator, Network Specialist, Planner, Production Coordinator, Program Manager, Public Health Nurse, Quality Assurance Specialist, Radon Project Coordinator, S.E.D Grant Coordinator; Senior Air Pollution Control Specialist, Social Worker, Social Worker Team Leader, Systems Analyst, Systems Software Specialist, Training Coordinator, Utilization Review Specialist, Victim Witness Coordinator, Victim Witness Program Lead Worker, Voter Registration System Administrator, Youth Counselor, Youth Development Coordinator and Youth Worker, but excluding maintenance employees, clerical employees, technical and para-professional employees, confidential employees, supervisors, and all other persons excluded by Section 4 of the Act.

3. New employees falling within the Bargaining Unit set forth above will be covered by this Agreement. Disputes as to whether such employees are or are not covered will be promptly submitted to the Public Employment Relations Board for decision.

4. The Employer will introduce new hires to the Union's Department Steward within the first full week of employment and advise the President in writing of the name, classification and department of new hires on a monthly basis. The Union steward may give the new employee literature about the Union.

5. The Employer will notify the Union prior to the hiring of any State or Federal grant employees where the grant will extend beyond seventy-five (75) working days.

Article 2

Definitions

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

Act - The Iowa Public Employment Relations Act.

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

Bargaining Unit - The Bargaining Unit recognized by the Employer and defined in Article 1, Recognition, paragraph 2 hereof.

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

Compensatory Time - Time off from regularly scheduled work time in lieu of overtime pay. Compensatory time will be administered in accordance with the applicable State and Federal laws.

Continuous Operation - A regularly scheduled employment of twenty-four (24) hours per day, seven (7) days per week.

County - Linn County, Iowa.

Part-time Employee - Any person within a Bargaining Unit employed by the Employer on a continuing year around part-time basis, i.e., working less than forty (40) hours per week or less than eight (8) hours per day. Part-time employee benefits are set forth in Article 25 hereof.

Employer - Linn County, Iowa, acting through its Board of Supervisors, or such elected officials, department heads or other persons designated by the Board of Supervisors to act on its behalf.

Paid Leaves of Absence - Absence by reason of injury compensable under Iowa's Worker's Compensation law, paid sick leave, paid vacation leave, paid bereavement leave, paid jury leave, paid special leave and paid holidays.

PERB - The Iowa Public Employment Relations Board.

Seniority - The various forms of seniority are as follows:

1. ***County Seniority*** - the length of an employee's continuous service with the Employer since the employee's date of last hire.

2. ***Bargaining Unit Seniority*** - the total length of an employee's service within a particular Bargaining Unit within County Seniority.

Example: Employee A is hired January 1, 1995 to a job within the Clerical Bargaining Unit. On January 1, 2000, Employee A successfully bids to a job in the Para-Professional/Technical Bargaining Unit. On January 1, 2001, Employee A successfully bids back to a job in the Clerical Bargaining Unit. As of January 1, 2003, Employee A has a total of seven (7) years of Clerical Bargaining unit Seniority, one (1) year of Para-Professional/Technical Bargaining Unit Seniority and eight (8) years of County Seniority.

3. ***Departmental Seniority*** - the total length of an employee's service within a particular department and Bargaining Unit.

Union - Local No. 231 of the American Federation of State, County and Municipal Employees, AFL-CIO.

Article 3

Discrimination

1. The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, religion, disability, national origin or political affiliation or creed. The Union shall share equally with the Employer in applying this provision of the Agreement.

2. The Employer and Union agree not to interfere with the rights of employees to become or not become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or the Union against any employee because of Union membership or lack thereof or because of any employee's activity in an official capacity on behalf of the Union.

3. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion.

Article 4

Rights of Employer and Employees

1. Except to the extent specifically provided to the contrary in this Agreement, the Employer retains all public employer rights under Chapter 20 of the Code of Iowa which presently states:

All powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act as well as the exclusive power, duty and the right to:

- direct the work of its public employees;
- hire, promote, demote, transfer, assign and retain public employees in positions within the public agency;
- suspend or discharge public employees for proper cause;
- maintain the efficiency of governmental operations;
- relieve public employees from duties because of lack of work or for other legitimate reasons;
- 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; and
- exercise all powers and duties granted to the public employer by law.

2. The authority of the Employer, as outlined above, shall not be used for the purpose or intention of either undermining the Union or unlawfully discriminating against any of its employees.

3. Public employees shall have the right to:

a. Organize or form, join, or assist any employee organization.

b. Negotiate collectively through representatives of their own choosing.

c. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by Chapter 20 of the Iowa Code or any law of the State.

d. Refuse to join or participate in the activities of employee reorganizations, including the payment of any dues, fees or assessments or service fees of any type.

Article 5

No Strike - No Lockout

1. The parties hereby affirm their good faith, one to the other, and agree that the Employer will not engage in a lockout as prohibited under Section 10 of the Act, and the

Union will not engage in a strike or picketing as prohibited under Sections 10 and 12 of the Act.

2. At no time shall employees be required to act as strikebreakers. Nor shall an employee be required to go through picket lines where his/her personal safety is endangered.

Article 6

Check - Off

1. The Employer will deduct current Union membership dues from the pay of each employee who individually makes written request for such deduction. The Union Treasurer shall immediately and from time to time as necessary certify the monthly dues rate to the Employer. All sums deducted by the Employer will be promptly remitted to the Union Treasurer at such address as may be designated in writing by the Union, together with a list of the employees against whom the deductions were made by the twenty-fifth (25th) day of that calendar month.

2. Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoff or leave of absence.

3. The Employer will deduct current membership dues from the pay of employees for the pay period closest to the sixteenth (16th) day of the calendar month. If the employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from his/her pay in the subsequent pay period in which he/she has earnings. The initial deduction from the pay of an employee signing a new written authorization shall be from the pay period closest to the sixteenth (16th) day of the calendar month if received two (2) weeks or more in advance thereof, otherwise is such pay period for the following calendar month.

4. Employees may terminate the dues check off authorization at any time by giving thirty (30) days written notice prior to the deduction of same. Unless otherwise provided by law, such written notice shall be to the Employer and the Union.

5. The Union will hold the Employer harmless from any and all claims, demands, suits and other forms of liability by reason of actions taken by the Employer for the purpose of complying with this section.

6. Nothing herein shall be construed as an obligation on the part of the Employer for the payment of Union dues on behalf of the employees or for the disposition the Union makes of the check off funds delivered to the Union.

Article 7

Grievance Committee and Stewards

1. Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of the employees so selected and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the local Union.

2. The total membership of the Union Grievance Committee shall be four (4) employees of which one (1) will be the Local's President and one (1) Chief Steward.

3. Regular meetings between the Union Grievance Committee and the Employer shall be held at least once each month at a mutually convenient time. Emergency meetings may be called by mutual agreement. Such meetings will be held during working hours and employees will be paid for time falling within their normal work time. Each party shall submit a written agenda to the other not less than three (3) work days prior to each meeting setting forth the items it wishes to discuss at the meeting. No other third step grievances will be considered unless mutually agreed to by the parties.

The purpose of Grievance committee meetings will be to adjust pending grievances, to discuss procedures for avoiding future grievances and to discuss and resolve matters pertaining to the administration of the Agreement (including safety and recommendations relating to job classifications). In addition, the Committee may discuss other issues with the Employer which would improve the relationship between the parties.

4. The Union will attempt to locate Stewards so as to insure the most efficient performance of their responsibilities and the minimum interference with their regular job duties.

5. Stewards shall be allowed a reasonable time to attend to the duties required of them under the grievance procedure hereinafter set forth. However, no Steward shall leave his/her machine or job without first giving reasonable notice to and obtaining the permission of his/her supervisor. The Steward shall be responsible for making appropriate arrangements with the supervisor in the department involved in the matter before requesting permission to leave his/her own department. The supervisor will not withhold such permission after having received such reasonable notice and opportunity to cover the Steward's work situation without interference in productions.

6. Stewards and Grievance Committee Members shall be allowed their regular rate of hourly pay for such time falling within their scheduled hours of work as may be then required of them in the performance of their duties under the grievance procedure in the adjustment of grievances and during investigatory and disciplinary meetings. They shall accurately record such time on special time cards approved by the Employer.

7. The Union shall advise the Employer in writing as to its International Union Representative and/or Council Representative assigned to represent the Bargaining Units. Such Union Representative or others authorized by the Union may visit Bargaining Unit job sites for the purpose of verifying Employer compliance with the Agreement, provided, however, that before doing so such Representatives shall notify the department head of their presence and conduct their activities in such a manner as to not unreasonably interfere with the Employer's operations.

8. It is understood that there shall be no refusal to perform any specific duty pending the handling of a grievance. However, an employee desiring a Union Steward

shall notify the supervisor who will refer a Steward to the employee as soon as is reasonably possible during regular working hours.

9. Union representatives shall be allowed to post Union notices and transmit communications to Union and Employer representatives necessary in the administration of the Agreement. The foregoing may be performed during working hours, on Employer's premises and without loss of pay.

10. The Union Contract Negotiation Committee will consist of a maximum of eight (8) Union representative-employees. Paid negotiating sessions with the Employer will be limited to six (6) total work days.

Article 8

Hours of Work and Shifts

1. The regular hours of work each day shall be consecutive except that they may be interrupted by a meal break.

2. The work week shall consist of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, Monday through Friday, except for continuous operations, part-time LIFTS employees, permanent part-time employees working less than eight (8) hours per day, and such other employees as the Employer and Union mutually agree upon. The Union shall not unreasonably withhold such agreement.

3. Eight (8) consecutive hours of work, excluding the unpaid meal period, shall constitute a work shift or work day. The number of consecutive hours of work constituting a work shift will necessarily vary from eight (8) hours for those working four (4) ten (10) hour days, continuous operations, part-time LIFTS employees, permanent part-time employees working less than eight (8) hours per day, and those working varied hours by mutual agreement. All employees shall be scheduled for work on a regular work shift and each shift shall have a regular starting and quitting time. Employees within these areas who are currently working eight (8) hours per day on a regular basis will not necessarily have their hours diminished unless for just cause.

4. Employees will be paid for all time worked in the employment of the Employer, including any function the Employer requires the employee to attend beyond the normal expectations of the job.

5. Work schedules showing the employees' shifts, work days and hours shall be posted on department bulletin boards at all times.

6. In the event the Employer for good cause anticipates changing the starting time of a shift, either temporarily or such as would not be covered by Article 11, so that it will be different from what is provided in the foregoing sections, the Employer must first notify the steward involved and explain the reason for the change. Thereafter, the Employer must post the revised starting time for a period of not less than ten (10) work days prior to its effective date. The Union may challenge the reasonableness of the starting time revision commencing at Step 3 of the grievance procedure. Employees whose starting time is to be changed may waive this notice.

7. **Shift Premium** Employees will receive the following premium in addition to their regular straight time hourly rates:

a. Regular shift starts between 12 Noon and 6 p.m. - $ .25 per hour.

b. Regular shift starts after 6 p.m. - $ .50 per hour.

c. Regular schedule rotates between the first, second and/or third shift within a pay period $ .25 per hour.

Except as provided above there is no premium for shifts starting at 5:00 a.m. or thereafter. No change in premium will be made if an employee works a shift different than their regular schedule.

8. **Weekend Premium** Employees in continuous operations whose regular schedule includes Saturday, Sunday or both shall receive an additional twenty five cents ($ .25) per hour for the hours worked on those days.

Article 9

Overtime, Call In and Reporting Pay

1. All overtime work must be approved in advance by the department head or his/her designated representative. Overtime opportunities will be distributed as equally as practicable among qualified and able employees in the same job classification, department or district/division. Overtime offered and refused will be counted as overtime worked for purposes of the Article. Lists of overtime worked shall be posted on the Union bulletin boards and shall be updated monthly. An employee may use the grievance procedure to challenge whether such overtime has been distributed equally.

2. In the event too few qualified employees are obtained to work the overtime, the qualified employees with the least seniority in the job classification and department or district/division involved will be required to work.

3. Employees will be required to work overtime scheduled for their entire job classification and department or district unless excused for good cause by the Employer. In considering good cause, the Employer will not act in an unreasonable manner.

4. Time and one-half an employee's regular straight time hourly rate will be paid for all time worked in excess of forty (40) hours in any one (1) work week. In the alternative, an employee may elect, for each period in which overtime is worked, to take the total equivalent time off with pay for such overtime under the following conditions:

a. The employee must provide his/her department head with written notice, on a form to be provided by the department head, that he/she has made such election. Such notice must be delivered to the department head on or before the Monday following the work week in which the overtime was worked or on the next regularly scheduled work day in the event Monday is a holiday.

b. Such time off is accumulated during the contract year and should be taken prior to June 30. In the event the time off is not taken prior to June 30, the unused overtime shall be paid, at the employee's rate of pay when earned, to the employee in the last pay period preceding the end of the contract year. The employee may also elect to be paid at anytime during the contract year for compensatory time earned.

c. The time off shall be taken at such time or times as may be mutually agreed by the employee and the department head. Employees are requested, but are not required, to provide forty-eight (48) hours notice to the employer.

d. Equivalent time off means on an overtime basis, i.e., one (1) hour of overtime equals one and one-half (1 1/2) hours off.

All paid leave hours shall be considered as hours worked for purpose of computing overtime except for paid holidays celebrated on an employee's regularly scheduled day off for those employees working continuous operation jobs. In the event a paid holiday is celebrated on an employee's regularly scheduled day off and it is not covered above, the Union and the Employer shall meet to resolve the matter.

5. **Call In Pay** If employees are notified prior to 10:00 PM of scheduled work contiguous to the start of their normal shift, employees will be paid for actual time worked. If employees are notified after 10:00 PM they will be paid a minimum of three (3) hours. Any employee called in without prior notification to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of three (3) hours at the applicable rate. If the employee has been called into work without prior notification, the supervisor shall authorize work of more or less than (3) three hours duration necessary to resolve the situation prompting the call in.

6. All employees are required to either sign a daily time sheet or punch the time clock assigned to their department. The foregoing also applies to overtime work.

7. No employee shall perform work outside of his/her regularly scheduled work hours or on any kind of an overtime basis without the prior approval of his/her supervisors except in emergency situations where the supervisor is not readily available.

8. **Reporting Pay** Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned at least four (4) hours of work on the job classification for which he/she was scheduled to report, unless notified by radio at least one (1) hour prior to the starting time. If work on the job classification is not available, the employee shall be excused from duty and paid at his/her appropriate rate for four (4) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

9. **Double Time** Employees working a regular work week schedule of Monday through Friday will be paid double their regular straight hourly rate for all time worked on Sunday. Other employees working continuous operations (Youth Services and Correctional Center) will be paid double their regular straight time hourly rate for all time worked the second consecutive scheduled day off within their regular work schedule. However, no part-time employee shall be paid double time per this section unless he/she has worked over forty (40) hours in any one work week.

10. Youth Facility employees required to "sleep over" at the Youth Facility will be paid one-third (1/3) their regular hourly rate for such time as they are required to be on the premises unless they are called upon to perform work during the "sleep over" period in which case they will be paid their regular hourly rate for such hours worked. "Sleep over" time will not be considered as hours worked for overtime purposes but hours actually worked will be counted toward overtime.

Article 10

Seniority

1. The various forms of seniority are as follows:

   a. **County Seniority** - the length of an employee's continuous service with the Employer since the employee's date of last hire.

   b. **Bargaining Unit Seniority** - the total length of an employee's service within a particular Bargaining Unit within County Seniority.

      Example: Employee A is hired January 1, 1995 to a job within the Clerical Bargaining Unit. On January 1, 2000, Employee A successfully bids to a job in the Para-Professional/Technical Bargaining Unit. On January 1, 2001, Employee A successfully bids back to a job in the Clerical Bargaining Unit. As of January 1, 2003, Employee A has a total of seven (7) years of Clerical Bargaining Seniority, one (1) year of Para-Professional/Technical Bargaining Unit seniority and eight (8) years of County Seniority.

   c. **Departmental Seniority** - the total length of an employee's service within a particular department and Bargaining Unit.

For purposes of accruing vacation and sick leave benefits, seniority will be computed from the employee's date of last hire by the Employer. Employees whose employment has been transferred in the past to the county will be credited with seniority from the date of last hire with such Employer. Seniority of future transfers will be negotiated by the parties.

2. A new employee shall be on probation and have no seniority rights or recourse to the grievance procedure except as to hourly rate of pay, holiday pay, overtime pay, leave pay and group insurance eligibility, for a period of ninety (90) calendar days from the date he/she commences work and, if retained, his/her seniority shall be calculated from such date. Scheduled work days not worked are not to be included within the probationary period. The Employer may extend the probation period for up to four (4) months in those cases where the type of work or peculiar circumstances require additional time in which to properly determine the employee's qualifications. The Union will be notified in writing and consulted in advance with regard to any such extension. Any such extension shall be subject to the grievance procedure. The employer will provide to the Union quarterly listing of temporary employees, including their names, department and date of hire. A temporary employee hired as a full-time or part-time permanent employee at the end of his/her temporary employment

shall begin to accrue seniority at the time of permanent hire. Time as a temporary employee may be credited in whole or in part toward the satisfaction of a probationary period.

3. The Employer will provide the Union with a seniority list by County, Bargaining Unit and department. A similar list will be posted in each department. Such list shall be reviewed and updated each six (6) months or sooner if needed. Objections to the list may be filed as a grievance at any time and corrections made where appropriate. However, no grievance filed more than five (5) work days after posting shall cause a retroactive adjustment in pay or the reconsideration of a bid award or transfer.

4. An employee shall lose his/her seniority rights and his/her employment automatically terminated if he/she: (a) quits or retires; (b) is discharged for just cause; (c) engages in other work while on leave of absence without the prior approval of the Employer or misrepresents the reason for obtaining leave of absence; (d) without just cause is absent for three (3) consecutive working days without notice to the Employer; (e) without just cause fails to report ready for work at the end of the leave of absence; (f) without just cause fails to report ready to work within five (5) working days after having been notified to return to work following layoff; (g) is laid off out the door for a period exceeding his/her seniority at time of layoff.

5. Employees promoted so that they are no longer within a Bargaining Unit will continue to accrue seniority for a period of six (6) months. Thereafter, their Bargaining Unit seniority will terminate.

Article 11

Promotions and Transfers

1. Provided that a reciprocal right to move between bargaining units is granted under the terms of an agreement covering another bargaining unit of County employees, employees in this bargaining unit may move to positions which are within such other bargaining unit. If a reciprocal right to move between bargaining units is not granted under the terms of an agreement covering another bargaining unit of County employees, then employees in this bargaining unit may only move to positions to which this Agreement applies. A reciprocal right to move between bargaining units is granted under the terms of this Agreement and employees in this bargaining unit may move to positions in other bargaining units agreeing to the same reciprocal right.

2. New jobs created and true vacancies in existing job classifications will be posted County-wide within five (5) work days from the date of such vacancy. However, if employees are on layoff or are in bump positions and the vacancy is in the same classification and status (full-time or part-time) as the job the employee was laid off from, they shall be recalled. In the case of part time employees, they will be recalled only if the vacancy is also part-time and is scheduled for the same number of hours for which they were scheduled prior to being laid off or bumping.

The job will remain posted for five (5) work days, excluding the day of posting, during which time employees may make written application.

Employees on lay-off and employees who bumped to avoid lay-off will be allowed to bid for one (1) year following the effective date of the lay-off. Employees who were laid off out the door will have all their seniority frozen as of the date of the lay-off. Employees who bumped to avoid lay-off continue to enjoy the bidding preference as if they still were employed in the department from which they bumped.

Employees within continuous operations working fixed shifts may bid to a vacant shift or vacant days off within the first forty-eight (48) hours of posting. Such bids will be awarded at the end of the forty-eight (48) hour period according to bargaining unit seniority within the department. A vacancy created by the award of such bid will then be posted in accordance with the Article.

As used in this Article:

(a) The term "promotion" means the advancement of an employee to a higher-paying job classification.

(b) The term "job transfer" means the movement of an employee to a different but equal or lower-paying job classification.

(c) The term "lateral transfer" means either

1. The permanent movement of an employee to another shift or building within the same job classification and department, provided the number of hours worked for the position are the same, or

2. The permanent movement of an employee within the same job classification but to a different department, and

(d) The term "qualified" means ability, experience, training, aptitude, attendance record, record of discipline (if applicable under Article 14, Section 4) and performance appraisals of the employee.

If a position is posted, all employees who possess the necessary credentials for the position may bid. If more than one (1) employee submits a bid for the position, the Employer will award the position to employees in the following order;

First, lateral transfer to the employee with the most bargaining unit seniority.

Second, job transfer within the bargaining unit and department:

(a) to the department employee with the most bargaining unit seniority, then

(b) to the bargaining unit employee with the most bargaining unit seniority, and then

(c) to the employee with the most County seniority.

Third, to the employee who, in the judgment of the Employer is the most qualified for the position. If, in the judgment of the employer, the qualifications are substantially equal, then the most senior bidder shall be awarded the position.

For purposes of this transfer procedure, an employee shall only be eligible to bid for a shift if the starting time or ending time of the position is at least one (1) hour different than the starting time or ending time of the employee's current assignment.

Employees awarded a bid will be required to sign the bid sheet and be declared the successful bidder. The successful bidder will move to his/her new shift or position within forty-five (45) calendar days of being awarded the job bid. If there are no qualified bidders or an employee refuses to sign for a successful bid, the employer may either select a present employee (with the employee's consent) or hire a new employee for the job. An employee who declines two (2) bid awards within a twelve (12) month period shall lose his/her bidding rights for the ensuing six (6) month period. In the event an employee is required to return to his/her previous position through no fault of the employee further bidding opportunity will not be limited according to Article 11, Section 9. Bid awards will be posted within ten (10) working days following completion of the job vacancy posting and will remain so posted at least five (5) work days.

The rate an employee receiving a bid award or selected to fill the vacancy, in the event there are no qualified bidders, will be determined as follows:

a. If the bid award or selection is to a higher labor grade, such employee will start at the first rate (Step) in the higher labor grade which is higher than his/her regular rate in the job from which he/she is promoted or transferred.

b. If the bid award or selection is within the same labor grade, such employee will remain at the same rate (Step) in the labor grade.

c. If the bid award or selection is to a lower labor grade, such employee will remain at his/her same rate or move to the top Step in the labor grade, whichever is the lesser.

3. The bid job vacancy or vacancies created by a successful bid to a true vacancy will be in turn posted for bid on the same bases as set forth above.

4. A true vacancy is a vacancy created by a new job or a vacancy in an existing full time job classification caused by the termination or successful bid of an employee from that job.

5. An absent employee may bid on a posted vacancy through his/her Steward.

6. Nothing herein shall require the Employer to fill an unneeded job vacancy.

7. The successful bidder or transferred employee will be granted a reasonable trial period up to a maximum of thirty (30) working days. During such trial period, he/she will receive reasonable instruction as to the job duties, the operation of equipment, if any, and the procedures required in the performance of the job. If the successful bidder or transferred employee fails to perform satisfactorily the duties of the position to which he/she has bid or has been transferred, the Employer may remove such employee and return him/her to his/her former job. A successful bidder or transferred employee may voluntarily, on written notice to the Employer, return to his/her prior job at any time during the trial period. The trial period may be extended by

mutual agreement between the Employer and Union. However, it is understood that extensions will be granted for those jobs where additional time is necessary because of the nature of the work or the peculiar circumstances involved in order to properly determine the employee's qualifications. The Employer will notify all affected employees of such extension. It is understood that a successful bid or transfer to a job vacancy resulting from the successful bid or transfer of another employee is conditioned on the successful completion of the trial period by the employee vacating such job.

8. Probationary employees (new hires) shall not be permitted to bid.

9. Employees may not bid to the same job classification within their department except when bidding to a different shift as defined in Section 2, but may bid to the same job classification in a different department. However, employees in the Secondary Road Department may bid within the same job classification to a different district. The specialty crews (bridge and construction) shall be considered as a separate district. A successful bidder under these conditions may not make a like bid within one (1) year after being awarded the bid. Furthermore, part-time employees may bid to the same job classification within the same department for the sole purpose of obtaining full-time status.

10. A successful bidder to an equal or lower rated job can not bid again within one (1) year of being awarded the bid.

A successful bidder to a higher rated job who accepts the bid award can not bid again within ninety (90) calendar days of the date he/she accepts the bid award.

11. Whenever a bid award is made to other than the most senior bidder, or an employee is removed from a bid job during the trial period, the Employer shall provide the affected employee with a written statement of the reasons therefore with a copy to the employee's Steward.

12. When there is a temporary job opening exceeding two (2) working days which is not filled by employees in the same job classification or in a higher paying job classification, the Employer will offer the temporary job opening to the employee with the greatest departmental seniority in the job classification and department from which the employee is to be taken in order to fill the temporary job opening. If the offer is rejected, it will be extended to the next in line according to such seniority until the necessary number of employees is obtained. In the event too few employees are obtained under this procedure, the employee or employees with the least department seniority will be required to take the assignment.

13. No temporary transfer shall result in a reduction of the regular pay rate of the transferred employee and an employee temporarily transferred to a higher paid job shall receive the rate in the higher paying job classification which is immediately above his/her current rate in his/her regular job or his/her regular hourly rate, whichever is the greater, provided such temporary transfer extends beyond two (2) hours in any one (1) work day.

Article 12

Layoff and Recall

1. Provided that a reciprocal right to bump between bargaining units is granted under the terms of an agreement covering another bargaining unit of County employees, employees in this bargaining unit may bump to positions which are within such other bargaining unit. If a reciprocal right to bump between bargaining units is not granted under the terms of an agreement covering another bargaining unit of County employees, then employees in this bargaining unit may only bump to positions to which this agreement applies. A reciprocal right to bump between bargaining units is granted under the terms of this Agreement and employees in this bargaining unit may bump to positions in other bargaining units agreeing to the same reciprocal right.

2. The layoff procedure shall be as follows:

   a. All temporary, part-time and probationary (new hires and those in trial period) employees in the department working the job classification affected will be laid off first.

   b. If additional reduction in the job classification is necessary, then the employees within the affected job classification and department having the least Bargaining Unit seniority will be laid off.

3. A full-time employee or a part-time employee regularly scheduled to work at least thirty-two (32) hours per pay period may, in lieu of layoff, exercise bumping privileges as follows:

a. A part-time employee with bumping privileges as provided above may bump only another part-time employee whose regularly scheduled hours of work are within ten (10) hours per pay period of the laid off employee's regularly scheduled hours of work.

b. The laid off employee shall first exercise his/her bargaining unit seniority to bump the employee having the least bargaining unit seniority in the department and bargaining unit from which he/she is being laid off whose duties the laid off employee is then qualified and able to satisfactorily perform.

c. If the laid off employee is unable to bump under (b) above, then such laid off employee shall exercise his/her bargaining unit seniority to bump the employee having the least bargaining unit seniority in any job classification the duties of which such laid off employee is then qualified and able to satisfactorily perform.

d. The laid off employee has the option at any time during the bumping procedure to exercise his/her bargaining unit seniority to bump the employee in the laid off employee's last prior regular job classification and department before considering (b) or (c). The laid off employee shall be credited with prior time in the job classification to determine eligibility to move to the next step in the pay grade.

e. If the laid off employee is unable to bump under (b), (c) or (d) above, then he/she shall be laid off out the door subject to recall as provided below.

f. An employee has the option of refusing to exercise his/her bumping privileges in which case he/she shall be laid off subject to recall as provided below.

4. An employee who exercises his/her bumping rights, as provided above, shall retain his/her rate of pay if such rate is within the labor grade assigned to the new classification. If his/her rate is higher than Step E of the new labor grade, the employee will remain at his/her rate for one (1) year and then move to Step E of the new labor grade. If his/her rate is lower than Step B of the new labor grade, he/she will move to Step B.

5. Except in cases of emergency, notice of layoff will be posted at least ten (10) work days in advance of the layoff.

6. An employee who exercises his/her bumping privileges and is unable to satisfactorily perform the duties of the job shall have no further bumping privileges and shall be laid off out the door subject to recall as provided below.

Satisfactory performance of the duties of the job means performance of all required duties of the job at an acceptable level under the normal supervision and instruction afforded regular employees within the affected job classification.

7. Employees on layoff shall be recalled according to Bargaining Unit seniority, i.e., the most senior will be recalled first, using the same procedure and requirements as provided for layoff until all employees have been recalled to their regular job classification. An employee recalled to his/her regular job classification must accept recall.

8. No employee may bump another employee unless he/she is being removed from the job classification by bump or layoff.

9. An employee who is being bumped or laid off shall have from the time he/she is given notice of such bump or layoff until the end of the next work day in which to exercise a bump.

10. An employee to be recalled from a layoff shall be so notified as far in advance as is possible by certified mail, return receipt requested, mailed to his/her last address as shown on the Employer's records. Any employee so called back to work who fails, without just cause, to report ready for work within five (5) work days after receiving such notice or at the time and date indicated in the notice, whichever is the later, shall automatically lose his/her seniority rights. An employee shall be considered as having received notice of recall as of the date such notice is delivered to his/her last known address as reflected by the Employer's records. It is the employee's responsibility to keep the Employer informed of his/her current address and phone number.

11. There shall be no new hires within a Bargaining Unit unless qualified employees on layoff have been first offered the job involved.

12. An employee who refuses a recall from layoff without just cause automatically loses his/her seniority and all right of recall.

13. For layoff purposes, temporary, part-time and probationary employees are considered as having the least seniority.

14. For the purposes of this Article the entire Secondary Roads Department shall be considered one single department.

Article 13

Rest Breaks and Meal Periods

1. Employees will be allowed two (2) fifteen (15) minutes paid rest periods each day; one (1) period before and one (1) period after the lunch break. The rest periods will be scheduled at the middle of each one-half (1/2) shift or as close thereto as is feasible.

2. Employees will be granted a meal period during each work shift. Whenever possible the meal periods shall be scheduled at the middle of the shift or as close thereto as is feasible. Employees on jobs which have paid meal periods will continue to have such paid meal breaks.

3. Employees required to remain available or to perform work during their meal period will be paid for same. The shifts presently operating on this basis will continue to do so.

4. **Rest Breaks When Working Overtime Two (2) Hours or More:** Employees scheduled to work two (2) hours or more beyond the end of their regular shift will receive a fifteen (15) minute paid rest break at the end of the regular shift. Thereafter, they will receive fifteen (15) minute paid rest breaks as nearly as is feasible at four (4) hour intervals. Further, such employees will be either afforded a reasonable opportunity to acquire a meal or provided with a meal after the first two (2) hours of overtime. All such rest breaks and/or meal periods may be staggered to accommodate the circumstances.

Article 14

Discipline

1. Disciplinary action will be taken against an employee only for just cause and shall be subject to the grievance procedure.

2. The progressive system of discipline will be followed where appropriate, i.e., oral warning or counseling, written warning, suspension and discharge. The disciplining of an employee shall be accomplished in such a manner as to not embarrass the employee before another employee or the public.

3. The employee's Steward will be promptly provided with a written copy of any disciplinary action taken against an employee. The employee may request the presence of his Steward at the time disciplinary action is taken other than an oral warning.

4. Disciplinary action taken against an employee shall not be utilized for the purpose of denying the employee a bid award or be disclosed to other employers if more than six (6) months has elapsed from the date of issue of the discipline and the employee has received no further disciplinary action during that time. Further, such discipline shall not be utilized in disciplinary or grievance hearings if more than three (3) years has passed from the date of issue of the discipline and the employee has received no further disciplinary action during that time.

5. An employee may make written request for a hearing within five (5) work days from the date he/she is suspended or discharged. Should investigation of the facts disclose that the employee was not suspended or discharged for just cause, the employee shall be reinstated and compensated at his/her regular rate of pay for the periods he/she was out of work, less any loss of time it may be determined was proper. In any event, a meeting with the Chief Steward and Director of Human Resources will be called within ten (10) calendar days of the written request for the hearing and the Employer's final decision will be given in writing to the Chief Steward within five (5) calendar days after the close of the meeting between the Chief Steward and Director of Human Resources. If the decision of the Employer is not satisfactory, the matter may proceed to arbitration as provided in the final step of the grievance procedure.

6. Demotions will not be used for disciplinary purposes except as may be mutually agreed to by the Union and the Employer.

Article 15

Grievance Procedure

1. Employee grievances and disputes concerning the interpretation and application of this Agreement, or any Agreement made supplementary hereto, shall be settled in accordance with the following procedure:

Step 1 The Steward and the employee shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the grievance or the date when he/she first should have had knowledge of its occurrence. Grievances with regard to the bidding procedure shall be filed with the employer representative who initially denied the bid. The supervisor will attempt to resolve the matter and will, in any event, respond to the employee and his/her Steward within three (3) working days. The Steward may request that the supervisor's response be in writing but such written response shall in no case establish a precedent binding on the Employer.

Step 2 If the answer is not satisfactory, the matter will be reduced to writing and, within three (3) working days after the supervisor's response is due, presented by the Steward to the department head. The department head will respond in writing to the Steward and Chief Steward within three (3) working days thereafter.

Step 3 If the grievance still remains unresolved, the Chief Steward shall so advise the Employer's designated Human Resources Director in writing within three (3) working days after the response of the department head was due. The matter shall then be considered at the next Grievance Committee meeting. The Union's Council 61

Representative shall attend and participate in all matters pertaining to the grievance at Step 3 and beyond. A separate Employer's final decision on each grievance will be presented in writing to the Grievance Committee chairperson within five (5) working days after the close of such Grievance Committee meeting, with copy to the local Union President, Council 61 Union Representative, Chief Steward and grievant.

Step 4 If the grievance is still unresolved, either party may within ten (10) working days after the response of the designated representative of the Employer is due make written request for arbitration.

The Union's International Union Representative may attend and participate in all matters pertaining to the grievance at Step 3 and beyond.

The arbitration procedure may only be invoked with the approval of the Union, and in the case of an employee grievance, only with the approval of the employee.

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

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

The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes concerning the interpretation and application of this Agreement. However, he/she shall have no power to change or amend the terms, conditions of application of this Agreement or any other Agreement made supplementary hereto. The decision reached by the arbitrator shall be final and binding upon the parties. Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) days from the date the hearing terminates.

Each party shall have equal time to present its case but no hearing shall extend beyond five (5) work days unless agreed to by the parties. The party initially requesting arbitration shall present its case first, except in the case of disciplinary action where the Employer shall present its case first. Each party shall bear all the expense incurred in the presentation of its case, and both parties shall equally share the expense of the arbitrator and other incidental and necessary expenses involved. It is understood that the necessary time spent by the Chief Steward, the steward of record, and the grievant during their regular scheduled work hours in presenting the case to the

arbitrator at the hearing will be without loss of pay. Further, for each witness called by the Employer to testify at the hearing, other than the Director of Human Resources and a supervisor, the Union will be permitted one (1) additional employee witness to testify without loss in pay on the same basis as above. The foregoing in no way limits the number of witnesses who may be called by either party. It merely limits the number of employees who may be called to testify on Employer time.

2. Except as provided in Article 7 of Section 6, unless agreed to the contrary by the Employer, no meetings for any purpose of any part or all of the employees shall be called for or held during working hours which would result in a partial or complete shutdown of the Employer's facilities or the curtailment of the performance of governmental services.

3. If it is determined under the procedures set forth in the ARTICLE that an employee has been suspended or discharged without just cause, such employee shall be entitled to reinstatement of seniority and payment for time lost. Provided, however, that such payment shall take into account any penalty which it is determined would have been justified under the circumstances of the particular case.

4. It shall be the duty and responsibility of the Union representative, the Union Grievance Committee and the Stewards to make every effort to encourage employees to settle all grievances through the established grievance procedure without any interference with the performance of the Employer's services except to the extent provided for under the grievance procedure. The procedures set forth herein shall constitute the sole and exclusive method for the determination, decision, adjustment or settlement between the parties of any and all grievances and shall constitute the sole and exclusive remedy, except as may be otherwise provided by law.

5. No dispute concerning an entire job classification and rate therefore shall be subject to a grievance or arbitration unless during the period of this Agreement the Employer materially changes the job duties of an existing job, creates a new job classification or changes the rate of pay for any existing job classification.

6. An employee may use the grievance procedure to challenge whether he/she is properly classified.

7. Grievances must be taken up promptly and awards and settlements thereof shall in no case be retroactive beyond the date on which the grievance was first presented to the supervisor. Failure on the part of the Union or an employee to make a timely filing or appeal under this ARTICLE, except for good cause, shall constitute a waiver of the grievance. Failure of the Employer to make a timely filing or answer under this ARTICLE, except for good cause, shall constitute a settlement of the grievance in accordance with the requested remedy. However, in no case shall such a settlement establish a precedent or be used in any way by any party in any future proceeding.

Article 16

Leaves of Absence

1. Employees must, at the earliest possible time, make written request to their department head for any leave of absence setting forth the reason for the leave of

absence and the approximate length of time off desired. Such request shall be answered promptly by the department head.

2. **Sick Leave** A leave of absence for disabling or confining illness or injury will be granted by the Employer on the basis set forth below:

a. Employees shall start to earn sick leave from their date of hire and shall accumulate days of paid sick leave at the rate of one (1) day for each completed calendar month of service during which the employee either worked three (3) regular work days or was on paid leave of absence (including Workmen's Compensation Leave) for at least three (3) regular work days. There is no maximum on the number of accumulated sick days.

b. In order to qualify for sick leave benefits, an employee desiring to take a sick leave must, as soon as is reasonably possible, notify his/her immediate supervisor indicating the anticipated length of absence. Any employee abusing the sick leave benefits will be subject to the disciplinary procedures which may include severe discipline, such as discharge. Prior to approving sick leave, the employee's department head or the Board may require verification of the employee's condition through a statement from the employee's doctor certifying the employee's disabling sickness or injury or through examination of the employee by a doctor of its choosing. In the latter case, the doctor's cost will be borne by the Employer.

c. Earned sick leave benefits will only be paid for and applied against regular scheduled work days lost by the employee due to a bonafide illness or injury which is disabling or required confinement except that:

- A maximum of one-half (1/2) of one (1) days benefits will be paid for attending routine doctor or dentist appointments.

- Sick leave benefits up to a maximum of five (5) days in a one (1) week period during the course of one year will be paid for absence due to a serious illness or injury to a member of the employee's immediate family which requires the employee's presence. For the remainder of the year, the employee will be able to utilize up to two (2) work days in any remaining work week. For purposes of this section an employee's immediate family includes the employee's: spouse, mother, father, son, daughter, stepchild, brother, sister, or grandchild. The immediate family shall also include the following individuals if they live in the employee's household: the employee's grandparent, stepparent, or legal ward.

d. Sick leave benefits will be paid at the employee's regular straight time rate within his/her regular job classification as of the initial date of such absence.

e. A holiday for which an employee is entitled to holiday pay shall be paid as a holiday and not as a day of sick leave.

f. Sick leave benefits will be paid for actual work time lost but if for less than one-half (1/2) day, it will be tallied by the department head and charged as accumulated on a half day basis.

g. No sick leave benefits will be paid to or charged against an employee during periods in which the employee is on paid vacation or leave of absence. If an employee on vacation is hospitalized or receives a disabling injury, he/she may cancel his/her vacation and apply for accumulated sick benefits.

h. There will be no payment or other form of reimbursement for accumulated sick leave upon the termination of employment.

i. In addition to accruing seniority while on an authorized sick leave, employees shall be returned to the position held at the time the leave of absence was granted.

j. Employees who will exhaust their paid sick leave accumulation and will continue to require a leave of absence due to a disabling or confining illness or injury shall apply for an unpaid leave of absence in writing to the department head before their paid sick leave is exhausted.

The granting of such an unpaid leave shall be at the discretion of the department head, but will not be unreasonably withheld. Furthermore, department heads may require a statement from the attending doctor before granting such leave.

3. **Maternity Leave** a leave of absence for maternity purposes will be granted by the Employer on the basis set forth below:

a. Any employee will be granted a maternity leave on the following basis:

- on a date certified by the attending physician, the employee will be placed on maternity leave. At that time, the employee is to advise her department head in writing as to whether she will return to work at the end of her maternity leave.

- it is anticipated that under normal circumstances the employee will return to work within eight (8) weeks after delivery. Failure of the employee to contact her department head and arrange a mutually satisfactory date of return to work within twelve (12) weeks of delivery shall effect an automatic termination of employment unless otherwise agreed in writing by the Employer and the employee.

- upon returning to work, the employee shall provide her department head with a written statement from her attending physician certifying that she is able to then return to work on a regular full-time basis.

b. An employee placed on maternity leave may apply all of her accrued vacation and sick leave benefits toward the work time lost during such leave. At the exhaustion of these benefits, the employee will continue on maternity leave but without pay.

c. An employee returning from an authorized maternity leave will return to the last job she held as a regular employee.

4. Full time employees who have accumulated 600 hours of sick leave may convert each additional accrued 32 hours of sick leave to 8 hours of vacation. If an employee's accrued sick leave account thereafter is depleted below 600 hours, no conversion right exists until the account is rebuilt to 600 hours. An employee may convert a maximum of 96 hours of sick leave each fiscal year. Use of vacation pursuant to this clause will be governed by the rules of regular vacation.

5. **Paternity/Adoption Leave** Fathers may utilize one (1) day of earned sick leave, in addition to the leave provided in Section 2, (c), (ii) of this Article, for paternity leave. Such leave must be utilized within two (2) weeks of the birth of the child.

Employees may utilize up to three (3) days of earned sick leave in the event of adoption of a child. Such leave must be utilized within two (2) weeks of obtaining custody of the child.

6. **Leaves for On-the-Job Injuries** A leave of absence will be granted by the Employer to any employee for absence required as a result of an on-the-job injury covered by Iowa Worker's Compensation Insurance. During such leave, the employee at his/her option may apply his/her accumulated sick leave benefits to be prorated against the difference between his/her regular straight time wages and the compensation to which he/she is entitled under the Iowa Worker's Compensation Law.

7. **Special Leave** The Employer may authorize special leaves of absence for any period or periods not exceeding six (6) calendar months in any one (1) calendar year for the following purposes:

a. With or without pay for the purpose of attending a college, university or business school or receiving special training in subjects related to the work of the employee and which will be of benefit to the employee and the County service.

b. Without pay for urgent personal business requiring the employee's attention for an extended period, e.g., settling estates, liquidating a business, etc.

c. With or without pay for purposes deemed by the Employer to be beneficial to the County service.

The Employer may, upon the recommendation of the involved department head, grant leaves of absence with or without pay in excess of the limitations set forth above for the purpose of attending extended courses of training at a recognized university or college or for such other purposes that are deemed beneficial by the Employer for County service.

Leaves shall be granted or withheld on an impartial evenhanded basis and, if withheld, the reasons given in writing.

8. Full–time employees will be eligible for up to (40) forty hours of unpaid leave each fiscal year the granting of which shall be subject to the operational requirements of the department. Use of unpaid leave pursuant to this section is governed by the vacation rules of the department. These (40) forty hours may be used prior to exhausting all paid leave. There would be no carry over from year to year. Leave for part-time employees would be pro-rated. Example: A (20) twenty-hour per week employee would be eligible for (20) twenty hours of unpaid leave.

During an unpaid leave of absence, an employee:

a) will not receive compensation from the county;

b) will not accrue vacation or sick leave any month during which the employee is not on paid leave status or working at least three (3) days;

c) may have the option of using accumulated vacation pay;

d) will not use sick leave benefits;

e) will not participate in retirement contribution any month for which the employee is on unpaid leave status the entire calendar month;

f) must pay all group hospital and medical group insurance premiums falling due any month during which the employee is not on paid leave status or working at least three (3) days;

g) must pay all premiums for coverage under the life and disability insurance plan any month during which the employee is not on paid leave status or working at least three (3) days;

h) shall receive no other benefits during the period of absence.

An employee on authorized leave of absence without pay for any full calendar month may continue to carry the Employer's health and life insurance coverage by making such arrangements with the payroll department in the Auditor's Office and paying the full cost thereof on or before the due date of each monthly premium.

9. **Military Leave** Employees shall be entitled to the military leave benefits provided under the Iowa Code at Section 29A.28 and the Federal Selective Service Act, which includes a leave of absence for the period of active service without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. Proof of service must be returned to the department head before any salary or wage reimbursement is paid.

10. **Bereavement Leave**

a. When death occurs in an employee's immediate family, such employee shall be entitled to three (3) work days of leave with pay in the amount of the straight time earnings lost by him/her in arranging for and attending the funeral or memorial service. For the purposes of this section an employee's immediate family includes the employee's: spouse, mother,

father, son, daughter, brother, sister, grandparent, grandchild, mother and father-in-law, sister and brother-in-law, daughter and son-in-law stepparent, stepchild and legal ward.

b. The employee's department head may, at his/her discretion, grant:

- an unpaid bereavement leave in the event of the death of a relative not included in the employee's family;
- an extended bereavement leave on an unpaid or earned vacation basis at the employee's option.

c. In the event of the death of a present or retired department employee, a one-half (1/2) day absence with pay will be authorized for employees in that department to attend the funeral.

d. For good cause the Department Head will grant a maximum of two (2) additional unpaid days in the event of death in the immediate family, as defined, and such will not be unreasonably withheld.

e. Supervisors will grant employees time to attend the funeral of their aunt, uncle or grandparents-in-law. Employees may use vacation, personal hours or compensatory time. If the employee does not have accumulated paid time such time will be without pay.

11. **Court and Jury Leave**

a. Employees who are called to and report for jury duty in any State or Federal Court or grand jury and who, by virtue of such duty, lose time from work shall receive for each day of jury duty performed the difference between the employee's normal straight time earnings for the day and the jury fee (excluding mileage and other expenses) to which the employee is entitled, subject to the following conditions:

- such employee when released from jury duty before 12 noon must report for work within one (1) hour after his/her release, if possible;
- such employee shall notify the Employer within five (5) work days from the date he/she receives notice of his/her selection for any jury service, if possible
- such employee shall provide the Employer with a written statement from the appropriate public official showing the date and time of service and the amount of pay received;
- in computing the daily sum due to such an employee, his/her normal straight time earnings shall be reduced to reflect the actual hours worked by such employee's shift, if less than normal.

b. Employees required by subpoena to testify in a State or Federal Court action in a matter in which they are not personally involved as participants (e.g. plaintiff, defendant, criminal act of the employee, etc.) shall be granted leaves of absence for the period necessary to fulfill the Court

Obligation and shall receive the difference between any compensation received for testifying and their regular straight time hourly rate for hours lost as a result thereof. Employees will, as soon as possible, return to work upon completion of their required testimony.

The County will include, as hours worked, the time required by the employee to attend a Civil Service hearing if the employee is subpoenaed by either party or required to attend by the County.

12. **Union Business Leave**

a. An employee elected to a Union office or selected by the Union to do work which takes the employee from his/her employment with the Employer will be granted one (1) unpaid leave of absence for a period not to exceed one (1) year in duration.

b. Employees selected by the Union to participate in other Union activities will be granted an unpaid leave of absence at the written request of the Union for a period not to exceed one (1) month. Normally such leaves will be for the purpose of attending Union conventions, schools, etc. and will not involve more than one (1) employee per department to a maximum of five (5) employees. In the event that more than the total of five (5) or more than one (1) employee per department is so selected, the Employer will evaluate each on an individual basis with the determining factor being the service capabilities of the department involved.

13. **Political Activity Leave** Employees who choose to run for political office will be granted and will take an unpaid leave of absence commencing thirty (30) days prior to the primary and/or general election. Employees elected to public office or selected to serve on a governmental commission will be granted an unpaid leave of absence for the initial term of office only.

14. **Voting Time** Employees will be granted such time off with pay to vote in a general State election as may be necessary to provide them with three (3) consecutive hours, counting non-working time, in the period between the opening and closing of the polls.

15. **Status on Return from Leave** Unless otherwise agreed to by the Employer and employee, an employee returning from an authorized leave of absence will return to his/her regular job.

Article 17

Paid Holidays

1. There shall be eleven (11) (88 hours) regular paid holidays, (holiday hours) namely: Independence Day, Labor Day; Veterans Day; Thanksgiving Day; the Friday after Thanksgiving Day; the day before Christmas; Christmas Day; the day before New Years Day; New Years Day; President's Day; Memorial Day and sixteen (16) personal hours. Personal hours shall be scheduled between the employee and the department head during the contract year. The employer shall not be prohibited from scheduling additional paid holidays.

2. Eligible employees (except continuous operations employees, and part-time and temporary employees not regularly scheduled to work the day on which the holiday is celebrated) shall receive one (1) day of pay for each of the holidays listed in Section 1 above on which they perform no work. Such holiday pay shall be eight (8) times the employee's current hourly rate unless his/her regular work day is less than eight (8) hours in which case he/she will be paid his/her regular hourly rate times the number of hours in his/her normal shift for that day. Should the holiday be celebrated on an employee's scheduled day off, he/she shall be paid for the unworked holiday or may elect to take an additional day off with pay at a time mutually satisfactory to the employee and his/her department head.

3. To become eligible for holiday pay, the employee (full-time, part-time or temporary) must have been in the employ of the Employer for thirty (30) calendar days and have worked the scheduled work day immediately preceding and following the holiday unless excused by the Employer for good cause.

4. For the purposes of this Agreement, paid holidays falling on a Saturday will be celebrated on the preceding Friday and those falling on a Sunday will be celebrated on the succeeding Monday.

5. An employee will not receive holiday pay while on leave of absence unless he/she is on an authorized Worker's Compensation leave or is on a sick leave and entitled to sick leave benefits for the holiday, in which case he/she will receive holiday pay in lieu of the sick leave benefit.

Should a paid holiday fall during an employee's vacation, he/she may take an additional day of vacation with pay in lieu of the holiday.

6. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated (in cash or with compensatory time off) shall be regarded as hours worked.

7. All hours worked during the calendar day on which the paid holiday falls (actual or celebrated, whichever is applicable) shall be compensated as double the employee's hourly rate in addition to his/her holiday pay.

8. The most senior employee in the job classification/department will be first offered to work on holiday overtime. Where that person refuses, the next senior employee will then be offered that employment until staffing needs are filled. If no employee accepts then the least senior employee in the job classification/department will be required to work.

In the case of an employee who is specifically assigned to a project where holiday or overtime is warranted, the Employer may offer said overtime to this employee for the sole purpose of work on the project. Where the employee rejects the privilege to work overtime then the most senior employee within the job classification/department will be offered the overtime. Where that employee refuses to work the next senior employee will then be offered the employment until this staffing need is filled. If no employee accepts then the least senior employee in the job classification/department will be required to work.

9. Notwithstanding the provisions of Article 8, Sections 2 and 3, the Employer will, during work weeks in which a paid holiday is celebrated, alter employee work

schedules, where necessary, to assure that hours worked plus holiday hours paid equal the employee's scheduled hours for the week.

Article 17 A

Paid Holidays for Continuous Operations

1. There shall be eleven (11) paid holidays namely: the day before New Year's Day, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas, Christmas day (totaling eighty eight 88 hours), and sixteen (16) personal hours to be scheduled between the employee and the Department Head. The Employer may schedule additional paid holidays as, in its judgment, appear appropriate.

2. All employees will be credited with 104 hours in the employee's holiday bank on July 1 of each year. If the division to which an employee is assigned is closed on the designated holiday, eight (8) hours will be deducted from the employee's holiday bank and paid to the employee. An employee who works on a designated holiday shall be paid at double his/her regular straight time hourly rate for all such hours worked and no hours shall be deducted from the employee's holiday bank.

3. To qualify for holiday pay, the employee (full-time, part-time or temporary) must have been in the employ of the Employer for not less than thirty (30) calendar days and have worked the full scheduled work day immediately preceding and following the holiday unless excused by the Employer for good cause. Employees who are hired during the contract year will be credited with the number of holidays remaining in the contract year subject to the foregoing qualifying requirements.

4. The paid holidays will be celebrated on the actual calendar day of the holiday. The holidays of President's Day and Memorial Day will be celebrated on the day designated as the federal holiday.

5. Should a paid holiday fall on an employee's vacation, the hours shall be paid as vacation and no deduction will be made from the employee's holiday bank.

6. An employee will not receive holiday pay while on leave of absence unless he/she is on an authorized workers compensation leave or an authorized sick leave and entitled to sick leave benefits for the holiday, in which case he/she will receive holiday pay in lieu of sick leave benefit.

7. For the purpose of computing overtime, all holiday (worked or unworked) for which an employee is compensated (in cash or with compensatory time off) shall be regarded as hours worked.

8. Employees shall schedule use of holiday bank hours pursuant to Article 18, except that the sixteen (16) hours shall be scheduled between the employee and the department head as provided in Section 1 of Article 17A. Any holiday bank hours unused on June 30 of each year shall be paid to the employee during the second pay period of the succeeding July at the employee's rate of pay as of the preceding June 30. Holiday bank hours used during the contract year shall be paid at the employee's regular straight time hourly rate in effect when the hours are used.

9. Employees who cease employment with the Employer for any reason or are laid off out the door and have used all their holiday bank hours shall have any holidays

not yet celebrated deducted from their remaining vacation balance or hours worked during their last pay period.

Article 18

Vacations

1. A full time employee shall be entitled to a paid vacation on the following basis:

   - After completion of probation or six (6) months of service, whichever is later, new hires will be eligible to use forty (40) hours of the eighty (80) hours of paid vacation.

   - After completion of one (1) year of continuous service - eighty (80) hours.

   - After completion of six (6) years of continuous service - one hundred twenty (120) hours.

   - After completion of eleven (11) years of continuous service - one hundred sixty (160) hours.

   - After completion of seventeen (17) years of continuous service - two hundred (200) hours.

2. A full time employee's total number of years of continuous service, regardless of part-time or full-time service, determines the amount of paid vacation hours an employee shall receive.

3. There will be no accrual of vacation benefits during calendar months in which the employee fails to work at least three (3) regular work days. Work days lost by reasons of paid leaves of absence will be counted as days worked for the purpose of computing vacation benefits.

4. Vacations will be scheduled by the employee's department head at the time requested by the employee provided that if the nature of the work requirements makes it necessary to limit the number of employees on vacation at the same time, the employees with greater seniority in that department or district shall be given priority. Employees will give the department head as much advance notice as is possible of the desired vacation period.

5. Earned vacation may be carried over from one year to the next, but vacation time so carried over must be used during that year or it is lost.

6. Vacation pay will be distributed on the regular pay days and will be at the employee's regular rate of pay as of the last pay day preceding the date he/she takes his/her vacation. However, an employee may receive his/her earned vacation pay on the last pay day preceding his/her vacation by requesting same in writing not less than thirty (30) days in advance. Such payments will be made in weekly units only.

7. Vacations may be taken in increments of not less than one (1) hour unless departments, by work rule, provide for vacation to be taken in smaller increments.

8. No employee shall be required to work during his/her scheduled vacation period.

9. An employee who is laid off, discharged, retired or separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated for his/her unused accumulated vacation accrued through the last vacation anniversary date. In addition, except for employees discharged for proper cause, such employees will be paid for vacation time accrued on a monthly basis up to the date of termination of employment.

Article 19

Pay Periods and Complaints

1. Employees will be paid biweekly on Friday through the preceding Friday. In the event the pay day is on a holiday, the preceding day shall be the pay day.

2. Should an employee have a complaint with regard to the correctness of his/her pay check, he/she will first take up the matter with his/her supervisor. If he/she is not satisfied with the action taken or response given by his/her supervisor, he/she may provide his/her Union Steward with written authorization to investigate the appropriate records to resolve the matter.

Article 20

Bulletin Boards

1. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. Notices pertaining to political parties or individual candidates will not be posted on these bulletin boards. Those employees in the secondary road crews located in outlying areas will be notified by their supervisor as to job postings and new seniority lists at the time of posting. The Union will limit the posting of notices to such bulletin boards.

2. There shall be no other general distribution of posters or pamphlets, advertising or political matters, or literature, upon the Employer's property. Such acts shall constitute proper cause for discipline.

Article 21

Job Classifications and Wage Rates

1. The job classifications, pay grades and applicable schedules are set forth in the attached Exhibit A for contract years 2006 – 2009 and are incorporated within this Agreement and made a part hereof.

a. The steps and wage rates are set forth in the attached Schedules A, A1, A2, B, B1 and B2. The job classifications assigned to each schedule are written on the appropriate schedule.

b. The salary schedules (A, A1, A2, B, B1 and B2) will increase three and one-quarter percent (3.25%) on July 1, 2006, will increase three and one-half percent (3.50%) on July 1, 2007, and will increase three and three-quarters percent (3.75%) on July 1, 2008.

c. Employees will progress through the step system based on the following definition of steps:

- Step A - New Hire Rate - This is not a bid rate.
- Step B - At the end of the new hire probation period the employee will move to Step B.
- Step C - The employee moves to Step C after one (1) year in the job classification or one (1) year on Step B as a result of a bid award.
- Step D - The employee will move to Step D after completion of one (1) year on Step C.
- Step E - The employee moves to Step E after the completion of one (1) year on Step D. This will be the top rate for any job classification.

Employees who, as a result of a bid award, move in between two steps in a pay grade will remain at that rate for one (1) year and then move to the next step.

d. Any employee whose job is reclassified (a new class title being assigned to the same work) or upgraded (a higher labor grade being assigned to the same work) shall be credited with time spent in the previous job classification or labor grade for purposes of step movement. The Union will receive notice of all reclassifications prior to their effective date.

e. Employees who are certified to apply herbicides or pesticides will be paid $1.25 per hour in addition to their regular hourly rate while preparing and applying the pesticides. Employees in the Mechanic job classification will be paid $1.25 per hour in addition to their regular hourly rate while cleaning and maintaining equipment used to apply herbicides or pesticides.

2. When any position not on the wage schedule is established, the Employer may designate the job classification and wage rate for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the grievance procedure.

Article 22

Longevity

1. Employees will qualify for and receive longevity pay on the following basis:

   a. The employee must have received payment for work performed or have been paid benefits (e.g., vacation, holiday, sick leave, Worker's Compensation) during the year of employment involved.

   b. Payment of longevity will be made in a lump sum the week following the last pay period in November.

   c. Employees regularly scheduled for sixty (60) hours or more per pay period at some point during the calendar year and who have completed five (5) years of such employment while continuously employed with the employer shall be eligible to receive longevity payments on a prorated basis. Any year of employment that the employee is not at some point in time regularly scheduled for sixty (60) or more hours per pay period shall not constitute eligible employment and not be included in the calculation of the longevity payment.

   d. After completing five (5) years of continuous service, an employee is entitled to a longevity payment of Five Hundred Dollars ($500), all as provided under (b) above. Such payments will continue for each year of continuous service thereafter up to ten (10) years of continuous service.

   e. After completing ten (10) years of continuous service, an employee is entitled to a longevity payment of Six Hundred Dollars ($600), all as provided under (b) above. Such payments will continue for each year of continuous service thereafter up to fifteen (15) years of continuous service.

   f. After completing fifteen (15) years of continuous service, an employee is entitled to a longevity payment of Seven Hundred Dollars ($700), all as provided under (b) above. Such payments will continue for each year of continuous service thereafter up to twenty (20) years of continuous service.

   g. After completing twenty (20) years of continuous service, an employee is entitled to a longevity payment of Nine Hundred Dollars ($900), all as provided under (b) above. Such payments will continue for each year of continuous service thereafter up to twenty-five (25) years of continuous service.

   h. After completing twenty-five (25) years of continuous service, an employee is entitled to a longevity payment of One Thousand One Hundred Dollars ($1,100), all as provided under (b) above for each year of continuous service.

2. In the event the employment of an employee entitled to longevity pay is terminated prior to Friday following the last payday in November, he/she will receive his/her longevity pay earned as of his/her last anniversary date.

Article 23

Group Insurance

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

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

The Employer contribution for qualified continuous part-time employee will be reduced to a pro-rated share of the single or family contract rate according to the number of hours worked per week by the qualified continuous part-time employee, e.g., an employee working twenty (20) hours per week would receive fifty percent (50%) contribution from the Employer toward the single or family contract. For the period beginning July 1 2006, and ending June 30, 2009, the part-time employee's contribution will be calculated based upon the health insurance premium rates in effect, on July 1, 2006 ($447.00 per month for single coverage and $987.00 for family coverage).

In those cases where an employee is discharged for just cause, the coverage from each of the group insurance policies will be terminated the same day the employee is discharged from the County.

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

2. Group Health Insurance: The Linn County Alliance Select (Preferred Provider Program) with Wellmark Blue Cross and Blue Shield, as provided in the Linn County Employee Health Benefit Plan – Alliance Select (Preferred Provider Program), or its equivalent, will include a deductible of two hundred dollars ($200.00) on the single contract and four hundred dollars ($400.00) on the family contract. The deductible will be waived for covered services received from a physician listed with the Alliance Select Program and if the services are performed in the physician's office. The coinsurance will be paid at 90% by Blue Cross and Blue Shield and 10% by the subscriber after the deductible has been met (if applicable) and the services are performed by a provider listed with the Alliance Select Program. Effective January 1, 2007, payment for prescription drugs covered under the Alliance Select Program will apply toward the deductible and after the deductible is satisfied, then paid at 70% by Blue Cross and Blue Shield and 30% by the subscriber.

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

Effective January 1, 2007 the out-of-pocket maximum is seven hundred dollars ($700.00) for the single contract and one thousand four hundred dollars ($1,400.00) for the family contract per calendar year. Effective January 1, 2008 the out-of-pocket maximum will be eight hundred dollars ($800.00) for the single contract and one thousand six hundred dollars ($1,600.00) for the family contract per calendar year. Effective January 1, 2009, the out-of pocket maximum will be nine hundred dollars ($900.00) for the single contract and one thousand eight hundred dollars ($1,800.00) for the family contract per calendar year. After the out-of-pocket maximum has been met, the insurance coverage pays 100% of the remaining covered expenses per calendar year. The lifetime maximum coverage is $1,000,000 per covered individual.

The employee will pay ten dollars ($10.00) per month toward the single contract premium and thirty dollars ($30.00) per month toward the family contract premium with the Employer paying the balance of the monthly single or family contract premium under the County's Alliance Select Program. Effective July 1, 2007 the employee will pay ten dollars ($10.00) per month toward the single contract premium and forty dollars ($40.00) per month toward the family contract premium with the Employer paying the balance of the monthly single or family contract premium under the County's Alliance Select Program. Effective July 1, 2008 the employee will pay ten dollars ($10.00) per month toward the single contract premium and fifty dollars ($50.00) per month toward the family contract premium with the employer paying the balance of the monthly single or family contract premium under the County's Alliance Select Program.

3. Effective January 1, 2007, the employee will pay $50.00 co-pay for emergency room care in a hospital in addition to any other employee cost under the County's Alliance Select Program. The $50.00 co-pay does not apply toward the deductible or out- of-pocket maximum of the County's Alliance Select Program.

4. The Employer will make available to employees the existing group dental plan or its equivalent as to benefits. This plan provides benefits A-F with certain deductibles, co-insurance and maximum allowances. The Employer will offer a one-time open enrollment for dental insurance. Employees will complete the appropriate paperwork in the Human Resources department during the month of September, 2006 for an effective date of October 1, 2006.

The Employer will pay the monthly premium for the single contract for participating employees. In addition, the Employer will pay eight dollars and twenty-four cents ($8.24) toward the monthly premium for the family contract.

5. The Employer will pay the monthly premium to provide eligible employees with a $15,000 life insurance policy.

6. The County will provide to employees a long-term disability insurance plan with benefits which meet or exceed those evidenced by the Madison National Life Insurance Company, currently in effect with the County. The benefits include payment at 66 2/3% of salary, after completion of a sixty (60) consecutive calendar day waiting period.

7. Each employee upon presentation of the Explanation of Benefit form from the group health insurance plan shall be eligible for reimbursement once during a two (2) fiscal year period up to a maximum of seventy-five dollars ($75.00) for the purchase of vision examinations for that employee.

Article 24

Safety

1. The Employer, the Union and the employees will comply with all applicable Federal, State and local safety and health laws and the regulations issued thereunder.

2. Matters of employee safety in the performance of their jobs, procedures and the operation of Employer equipment are proper subjects for discussion and action at the monthly Union Grievance Committee meetings with the Employer. Any such issues not resolved in this manner are subject to the grievance procedure.

3. During hazardous weather, employees shall be allowed to work indoors if such work is available.

4. During severe weather conditions, the Employer will make a reasonable effort to provide two (2) employees for the operation of equipment during the night hours.

5. When a mechanic is working in the shop or on a service call doing work which is dangerous to his/her health and safety, upon request to his/her supervisor, he/she will be supplied with the necessary help.

6. When employees are required to work with tools or equipment, such tools or equipment will be furnished in sufficient quantity.

7. The matter of safety is a common concern and to this end the parties agree to use reasonable means to protect the health and welfare of all employees.

8. The Union shall appoint three (3) members of the Linn County Safety Committee.

9. The County will reimburse employees a maximum of one hundred ten dollars ($110.00) annually toward the purchase of prescription safety glasses for those employees required to wear prescription safety glasses.

10 The County will reimburse employees a maximum of forty dollars ($40.00) annually or eighty dollars ($80.00) bi-annually toward the purchase of safety shoes for those employees required to wear safety shoes.

Article 25

Part-Time Employees

1. The provisions of the Agreement shall apply to each part-time employee regularly scheduled to work less than thirty-two (32) hours per pay period except that he/she:

a. shall accrue no seniority;

b. shall have no bidding rights;

c. shall be entitled to pro-rated vacation benefits based on the employee's total number of part-time and full-time years of continuous service. The part-time employee's regular scheduled hours of work, as determined by the most recent payroll authorization, will determine the amount of pro-rated vacation according to the vacation scheduled set forth in Article 18, Section 1. The proration shall be as shown on the following chart.

d. shall be entitled to other paid leaves according to the number of hours of work regularly scheduled for such employee on the work day(s) involved; e.g., if a paid holiday is celebrated on a work day and the part-time employee is scheduled to work six (6) hours that day and otherwise qualifies for holiday pay, he/she will be entitled to six (6) hours holiday pay. The same would apply to funeral leave, sick leave, etc;

e. shall receive reporting pay on a pro rata basis if his/her regularly scheduled hours for the work day involved are less than eight (8) hours;

2. Part-time employees regularly scheduled to work forty (40) hours or more per pay period shall be entitled to group insurance coverage and employer contribution toward the premiums involved according to provisions of Article 23, Group Insurance.

3. Part-time employees regularly scheduled to work sixty (60) hours or more per pay period shall be entitled to longevity pay according to Article 22, Section 1 (c).

4. The provisions of Section 1 above shall also apply to each part-time employee regularly scheduled to work thirty-two (32) hours or more per pay period except that such employee shall be entitled to longevity according to Article 22, Section 1 (c) and to bid to any true vacancy as defined at Article 11, Section 3. For bidding and layoff purposes only, such employee shall accrue seniority on a pro rata basis from the date of last hire as a part-time employee. The pro rata seniority will be calculated on the basis of the ratio between the employee's most recent regularly scheduled hours per pay period and eighty (80) hours; (e.g.), a part-time employee's last hire date is July 16, 1994 and his/her current regularly scheduled hours per pay period is forty (40) hours. For bidding and layoff purposes only, the employee's seniority as of August 2, 2000 is three (3) years and eight (8) days.

The day the true vacancy is posted for bid shall determine relative seniority in a bidding situation involving part-time employees.

5. A former part-time employee who becomes a full-time employee shall begin to accrue seniority and all other benefits as a full-time employee effective the date the employee transfers to the full-time position. Provided, that for future bidding and lay off purposes only, such employee shall receive credit for his/her seniority accrued as a part-time employee.

6. Newly created part-time positions and true vacancies in part-time positions either of which are regularly scheduled for forty (40) hours or more per pay period shall be posted for bid pursuant to Article 11, Section 1, except that such positions shall be posted for three (3) work days, excluding the day of posting. A part-time employee

occupying a position the hours of which are increased ten (10) hours or less per pay period shall be first offered such part-time position,

Should the part-time employee refuse to accept the part-time position with increased hours or be unsuccessful in bidding on said position and have another position to bid to the employee shall not be able to utilize the procedures of Article 12, Section 2 and the position may be filled as otherwise provided herein.

Vacation Schedule

Hours per Week	40	39	38	37	36	35	34	33	32	31	30	29	28	27	26	25	24	23	22	21
1 Yr = 2 weeks	80	78	76	74	72	70	68	66	64	62	60	58	56	54	52	50	48	46	44	42
6 Yrs = 3 weeks	120	117	114	111	108	105	102	99	96	93	90	87	84	81	78	75	72	69	66	63
11 Yrs = 4 weeks	160	156	152	148	144	140	136	132	128	124	120	116	112	108	104	100	96	92	88	84
17 Yrs = 5 weeks	200	195	190	185	180	175	170	165	160	155	150	145	140	135	130	125	120	115	110	105

Hours per week	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
1 Yr = 2 weeks	40	38	36	34	32	30	28	26	24	22	20	18	16	14	12	10	8	6	4	2
6 Yrs = 3 weeks	60	57	54	51	48	45	42	39	36	33	30	27	24	21	18	15	12	9	6	3
11 Yrs = 4 weeks	80	76	72	68	64	60	56	52	48	44	40	36	32	28	24	20	16	12	8	4
17 Yrs = 5 weeks	100	95	90	85	80	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5

Article 26

Work Rules

1. Existing work rules and new or revised work rules will be discussed with the Union and posted on the Union bulletin boards ten (10) working days in advance of the effective date. The reasonableness of such work rules are subject to the grievance procedure.

2. All work rules, whether general or departmental, will be uniformly applied.

Article 27

Miscellaneous

1. The Employer will provide and clean such special uniforms as it shall require employees to wear while at work.

2. In the event the Employer requires in-service training of employees, such training will be considered as work time and the employees paid accordingly.

3. The Employer will provide physical examinations required for employment. However, should an employee prefer a doctor of their own choice, it will be at the employees' personal expense.

4. The Employer will notify the Union if it intends hiring employees under State or Federal grants for periods exceeding seventy-five (75) working days.

5. The Employer agrees that it will not exercise its right to contract or subcontract work for the purpose or intention of undermining the Union.

6. The Employer may hire temporary employees on a full-time or part-time basis for a particular purpose for a period not to exceed seventy-five (75) working days. Temporary employees are additional employees who will not replace Bargaining Unit position(s) or deprive any full-time regular employees of available overtime. Except as specifically provided otherwise in the Agreement, they shall be entitled to no benefits.

7. **No Pyramiding** If more than one provision of this Agreement calls for the payment of a premium rate for the same hours of work (e.g., overtime, holidays, Sundays, seventh (7th) consecutive day, etc.); only the higher premium will be paid.

8. Employees or their designees may review their personnel files from time to time. Such review shall be arranged at times mutually convenient for the employee and the Human Resources Office but shall not be accomplished on County time. Copies of pertinent portions of the employee's personnel file will be provided to the employee. The Employer's cost in preparing the copies will be paid by the employee. Matters included in the personnel file of which the employee was not previously aware and which are detrimental to the employee's future promotion, transfer or present or future employment may be challenged through the grievance procedure.

9. An employee whose continued employment is in jeopardy due to an alcohol or drug condition will be counseled to seek professional assistance to the extent necessary for the purpose of rehabilitation. Such employee will be granted necessary sick leave for the period of the employee's then accrued and unused paid sick pay. In the event such sick pay covers less than thirty (30) calendar days, the employee will be granted additional unpaid leave to the extent necessary to provide a total leave of thirty (30) calendar days. An extension of such leave may be granted at the Employer's discretion. However, nothing herein shall require the Employer to grant further leave should the employee's condition continue or reoccur. Further, the Employer may terminate such leave in the event the employee fails to actively pursue the prescribed rehabilitation program.

10. The Union shall appoint three (3) members of the Employee Development Committee.

Permission to attend conferences and seminars directly related to an employee's work and for the purpose of obtaining necessary continuing education requirements of vocational certificates may be authorized by an elected official or department head provided the work schedule permits and funding is available.

Article 28

Performance Appraisals

1. Employees and their supervisors shall meet regularly for the purpose of discussing primary job duties and work assignments of the position assigned to the employee and the employee's performance in the position. Appraisals are a tool for communication between employees and their supervisor(s) to provide guidance, development and improvements in job performance.

2. Supervisors may use the performance appraisal forms in place prior to July 1, 2003 or the performance appraisal form effective July 1, 2003. The performance appraisal form effective July 1, 2003 is attached to this document.

3. Employees may include their comments with the performance appraisal form or as a separate document attached to the form. Once the performance appraisal form is completed the supervisor and employee will sign it and it will be placed in the employee's personnel file. Upon request, the employee will be provided a copy of the completed form.

4. Supervisors (employees not included in the bargaining units) are responsible for conducting performance appraisals. The supervisors will conduct such appraisals annually with seven days notice to the employee. If, for any reason, the supervisor is not able to conduct the performance appraisal within thirty (30) days of the scheduled date the supervisor will notify the employee to re-schedule the appraisal or document, by written memorandum, the employee's performance meets the expectation of the job. In the event the performance appraisal does not take place as re-scheduled, the

supervisor will document, by written memorandum, the employee's performance meets the expectation of the job.

5. The results of the performance appraisal may be challenged through the grievance procedure.

Article 29

Separability and Savings

1. Should any *Article* or section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining *Articles* and sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending *Article* or section.

Article 30

Term

1. This Agreement shall be binding upon the parties hereto from July 1, 2006 through June 30, 2009, and shall continue in full force and effect for periods of one (1) year thereafter, the same as though extended for such yearly periods in writing, unless on or before the November 1 preceding the expiration date of the Agreement, or any automatic extension thereof, notice is given in writing by either party of a desire to effect a cancellation or modification of the Agreement.

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

August 4, 2006

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding between the American Federation of State County and Municipal Employees (AFSCME), Local #231 and Linn County, Iowa regarding the holidays of December 24, 2006 and December 31, 2006.

Representatives of AFSCME, Local #231 and Linn County agree the County will celebrate the Christmas Eve holiday on Tuesday, December 26, 2006, for the purposes of administration of Article 17 for the year July 1, 2006 – June 30, 2007.

Representatives of AFSCME, Local #231 and Linn County further agree the maintenance and paraprofessional bargaining units will celebrate the New Year's Eve holiday (Sunday, December 31, 1006) on Tuesday, January 2, 2007, for the purposes of administration of Article 17 for the year July 1, 2006 – June 30, 2007.

Also, representatives of AFSCME, Local #231 and Linn County, Iowa agree the New Year's Eve holiday (Sunday, December 31, 2006) will be celebrated as another personal day by the clerical and professional bargaining units for the purposes of administration of Article 17 for the year July 1, 2006 – June 30, 2007. The administration of this personal day is as follows:

- Time off granted according to the labor agreement and department work rules regarding the use of personal days.
- The "third personal day" will be available for employees to use effective July 1, 2006.
- Employees may request payment for the day at anytime during the fiscal year July 1, 2006-June 30, 2007 at their regular rate of pay.
- Employees who have not used the third day by the end of the fiscal year will receive payment for the day on the last paycheck (June 29, 2007) of the fiscal year at their regular rate of pay.
- The personal day equals eight hours or pro-rated for part-time employees.

This Memorandum of Understanding will become part of the Linn County/AFSCME Labor Agreement effective July 1, 2006 but only effective for fiscal year July 1, 2006 – June 30, 2007. This Memorandum of Understanding does not apply to Article 17A of the labor agreement for employees working in continuous operations where the holiday is celebrated on the actual day.

Dated: 9/12/06

FOR THE COUNTY

Gary P. Jarvis, Asst. Linn County Attorney

FOR THE UNION

Kristi Cave, AFSCME Staff Representative

Executed this 29th day of March, 2006.

Linn County, Iowa

By its Board of Supervisors

James M. Houser

Lu Barron

Linda Langston

Local No. 231 of the American Federation of State, County and Municipal Employees AFL-CIO

By its AFSCME/Iowa Council 61 Representative

Kristi Cave

By its Bargaining Representatives:

Thomas A. Flanders

Gary Jarvis

By its Negotiating Committee:

Diane Davis

John Crim

Jim Delaney

Kathy Luense

Suzanne Schulte

Jan Aldrich

Joyce Sramek

Pam Trenary

PERFORMANCE APPRAISAL

Employee Name: _____ ID/SS#: _____

Position/Title: _____ Date: _____

Appraisal Period: From _____ to _____ Supervisor: _____

Appraisal Type:
[ ] Mid-Probation
[ ] End of Probation
[ ] Annual
[ ] Other

Use standards established at beginning of appraisal/rating period to rate employee on the following factors. Use the following scale:

Exceptional = Far Exceeds Expectations
Exceeds = Exceeds Expectations
Meets = Meets Expectations
Does Not Meet = Does Not Meet Expectations
Unsatisfactory = Far Below Expectations / Unsatisfactory Performance

1. **Quality of Work**: (accuracy, reliability, appearance, presentation, thoroughness, organization)

   [ ] Exceptional [ ] Exceeds [ ] Meets [ ] Does Not Meet [ ] Unsatisfactory

   Additional Comments:
   _____
   _____

2. **Quantity of Work**: (volume of acceptable work, consistency, speed)

   [ ] Exceptional [ ] Exceeds [ ] Meets [ ] Does Not Meet [ ] Unsatisfactory

   Additional Comments: _____
   _____

3. **Knowledge of Job**: (specialized knowledge required to perform job. Consider degree of knowledge relative to length of time in current position)

   [ ] Exceptional [ ] Exceeds [ ] Meets [ ] Does Not Meet [ ] Unsatisfactory

   Additional Comments:
   _____
   _____

4. **Communication**: (effectively conveys and understands ideas/concepts, information and direction. Confirms information for accuracy. Clear written and oral communications)

   [ ] Exceptional [ ] Exceeds [ ] Meets [ ] Does Not Meet [ ] Unsatisfactory

   Additional Comments: _____
   _____

5. **Initiative/Resourcefulness**: (resourcefulness, creativity and independence in meeting objectives. Development of new ideas, procedures and methods to compensate for and meet changing circumstances)

[ ] Exceptional [ ] Exceeds [ ] Meets [ ] Does Not Meet [ ] Unsatisfactory

Additional Comments: _____

_____

6. **Assertiveness/Motivation**: (results oriented, desires to excel, works steadily and actively, pursues goals with commitment and takes initiative eagerly)

[ ] Exceptional [ ] Exceeds [ ] Meets [ ] Does Not Meet [ ] Unsatisfactory

Additional Comments: _____

_____

7. **Cooperation**: (support for organizational and department goals, willingness to undertake new assignments, effectively maintains relationships needed to address opportunities and/or problems that may arise with respect to his/her position)

[ ] Exceptional [ ] Exceeds [ ] Meets [ ] Does Not Meet [ ] Unsatisfactory

Additional Comments: _____

_____

8. **Attendance**: (availability for work, maintains regular attendance, reports to work on time, communicates schedule changes to supervisory personnel, available to complete responsibilities of position)

[ ] Exceptional [ ] Exceeds [ ] Meets [ ] Does Not Meet [ ] Unsatisfactory

Additional Comments: _____

_____

9. **Planning/Organization**: (effectively plans and implements assignments, anticipates possible obstacles to completing assigned tasks and compensates accordingly, meets deadlines, prioritizes duties on a daily basis, compensates for emergencies, use of time and resources at his/her disposal)

[ ] Exceptional [ ] Exceeds [ ] Meets [ ] Does Not Meet [ ] Unsatisfactory

Additional Comments: _____

_____

10. **Other**: (If applicable, list factors not considered in previous categories. Consider only those specific to position.)

_____

_____

[ ] Exceptional [ ] Exceeds [ ] Meets [ ] Does Not Meet [ ] Unsatisfactory

Additional Comments: _____

_____

OVERALL PERFORMANCE RATING

Check only one (required):

Reminder: Appraisals of supervisory personnel require completion of "Supplemental Supervisory Factors".

[ ] **Exceptional = Far Exceeds Expectations**
[ ] **Exceeds = Exceeds Expectations**
[ ] **Meets = Meets Expectations**
[ ] **Does Not Meet = Does Not Meet Expectations**
[ ] **Unsatisfactory = Far Below Expectations /**

Supervisor's Comments: (required for Exceptional, Does Not Meet and Unsatisfactory ratings)

[ ] *Check if additional sheets attached*

_____
_____
_____
_____
_____
_____

Employee's Comments: (optional for employee. If employee does not comment, he/she must check and initial below)

[ ] I have been given the opportunity to have my comments included as a part of this Performance Appraisal and have chosen not to do so. _____ (initial)

[ ] check *if additional sheets attached*

_____
_____
_____
_____
_____
_____

Development Plan for Next Appraisal Period:

(complete for next appraisal period)

1. **Primary job duties and/or assignments:**

_____
_____
_____
_____

2. **Desired improvements or changes in employee's job performance:**

_____
_____
_____
_____

3. **Supported development activities and training for upcoming period:**

_____
_____
_____
_____

4. **Date of next Appraisal/Review:** _____

Signatures: (Employee: Your signature certifies that you have had the opportunity to read and discuss this Appraisal with your supervisor. Your signature does not imply that you agree or disagree with this Appraisal.)

Employee Signature: _____ Date: _____

Appraisal Completed by (Supervisor): _____ Date: _____

Approved by: _____ Date: _____

Exhibit A

Classes Assigned to Salary Grades

Job #	Class Title	Grade	Schedule
	Administrative Support Series		
40-12	Administrative Assistant I	35	B
20-18	Administrative Assistant II	36	B
40-18	Victim Witness Coordinator	35	B
40-20	Victim Witness Program Lead Worker	38	B
	Management Information Systems Series		
90-03	Network Specialist	39	B 1
90-01	Systems Analyst	39	B 2
90-02	Systems Software Specialist	40	B 2
	Professional and Technical Support Series		
50-08	Geographic Information Specialist	38	B
50-35	Planner	38	B
50-11	Voter Registration System Admin	40	B
	Health Series		
90-13	Air Pollution Control Specialist	39	B
90-15	Air Permitting Engineer	40	B 1
90-34	Community Health Educator	40	B
90-14	Environmental Chemist	39	B
90-12	Environmental Health Specialist	39	B
90-10	Home Health Service Coordinator	36	B
90-37	Lead Project Coordinator	40	B
90-11	Public Health Nurse	39	B
90-16	Radon Project Coordinator	40	B
90-09	Senior Air Pollution Control Specialist	39	B 1
	Human Service Series		
90-20	Behavioral Intervention Specialist	39	B2
90-23	Case Manager	37	B
90-30	Early Childhood Project Coord.	37	B
90-27	Early Childhood Teacher	35	B
90-17	Elderly Case Mngt Coordinator	36	B
90-19	Empowerment Coordinator	37	B
90-36	Funding Services/Intake Coord.	36	B
90-21	Production Coordinator	36	B

90-32	Program Manager	36	B
90-39	Quality Assurance Specialist	36	B
90-26	SED Grant Coordinator	36	B
90-24	Social Worker	36	B
30-08	Social Worker Team Leader	38	B
90-40	Training Coordinator	36	B
90-38	Utilization Review Specialist	36	B
90-22	Youth Counselor	36	B
90-28	Youth Development Coordinator	37	B
80-06	Youth Worker	56	A

SALARY SCHEDULES 7/1/06

SALARY SCHEDULE - A

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE	A	B	C	D	E
56 A	$29,182.00	$30,659.00	$32,365.00	$34,091.00	$35,942.00
Bi-W	$1,122.40	$1,179.20	$1,244.80	$1,311.20	$1,382.40
H	$14.03	$14.74	$15.56	$16.39	$17.28

SALARY SCHEDULE - B

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE		A	B	C	D	E
35	A	$31,096.00	$32,635.00	$34,424.00	$36,213.00	$38,230.00
	Bi-W	$1,196.00	$1,255.20	$1,324.00	$1,392.80	$1,470.40
	H	$14.95	$15.69	$16.55	$17.41	$18.38
36	A	$33,259.00	$34,986.00	$36,795.00	$38,854.00	$40,872.00
	Bi-W	$1,279.20	$1,345.60	$1,415.20	$1,494.40	$1,572.00
	H	$15.99	$16.82	$17.69	$18.68	$19.65
37	A	$35,630.00	$37,461.00	$39,478.00	$41,579.00	$43,846.00
	Bi-W	$1,370.40	$1,440.80	$1,518.40	$1,599.20	$1,686.40
	H	$17.13	$18.01	$18.98	$19.99	$21.08
38	A	$38,272.00	$40,248.00	$42,349.00	$44,678.00	$47,050.00
	Bi-W	$1,472.00	$1,548.00	$1,628.80	$1,718.40	$1,809.60
	H	$18.40	$19.35	$20.36	$21.48	$22.62
39	A	$41,142.00	$43,306.00	$45,594.00	$47,986.00	$50,648.00
	Bi-W	$1,582.40	$1,665.60	$1,753.60	$1,845.60	$1,948.00
	H	$19.78	$20.82	$21.92	$23.07	$24.35
40	A	$44,387.00	$46,675.00	$49,150.00	$51,771.00	$54,558.00
	Bi-W	$1,707.20	$1,795.20	$1,890.40	$1,991.20	$2,098.40
	H	$21.34	$22.44	$23.63	$24.89	$26.23

SALARY SCHEDULE – B 1

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE		A	B	C	D	E
39	A	$48,818.00	$51,376.00	$54,101.00	$56,909.00	$60,029.00
	Bi-W	$1,877.60	$1,976.00	$2,080.80	$2,188.80	$2,308.80
	H	$23.47	$24.70	$26.01	$27.36	$28.86
40	A	$52,707.00	$55,765.00	$58,822.00	$61,838.00	$64,834.00
	Bi-W	$2,027.20	$2,144.80	$2,262.40	$2,378.40	$2,493.60
	H	$25.34	$26.81	$28.28	$29.73	$31.17

SALARY SCHEDULE – B 2

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE		A	B	C	D	E
39	A	$50,731.00	$53,622.00	$56,576.00	$59,467.00	$62,379.00
	Bi-W	$1,951.20	$2,062.40	$2,176.00	$2,287.20	$2,399.20
	H	$24.39	$25.78	$27.20	$28.59	$29.99
40	A	$54,662.00	$57,762.00	$60,944.00	$64,085.00	$67,246.00
	Bi-W	$2,102.40	$2,221.60	$2,344.00	$2,464.80	$2,586.40
	H	$26.28	$27.77	$29.30	$30.81	$32.33

SALARY SCHEDULES 7/1/07

SALARY SCHEDULE - A

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE	A	B	C	D	E
56 A	$30,202.00	$31,741.00	$33,488.00	$35,277.00	$37,190.00
Bi-W	$1,161.60	$1,220.80	$1,288.00	$1,356.80	$1,430.40
H	$14.52	$15.26	$16.10	$16.96	$17.88

SALARY SCHEDULE - B

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE		A	B	C	D	E
35	A	$32,178.00	$33,779.00	$35,630.00	$37,482.00	$39,562.00
	Bi-W	$1,237.60	$1,299.20	$1,370.40	$1,441.60	$1,521.60
	H	$15.47	$16.24	$17.13	$18.02	$19.02
36	A	$34,424.00	$36,213.00	$38,085.00	$40,206.00	$42,307.00
	Bi-W	$1,324.00	$1,392.80	$1,464.80	$1,546.40	$1,627.20
	H	$16.55	$17.41	$18.31	$19.33	$20.34
37	A	$36,878.00	$38,771.00	$40,851.00	$43,035.00	$45,386.00
	Bi-W	$1,418.40	$1,491.20	$1,571.20	$1,655.20	$1,745.60
	H	$17.73	$18.64	$19.64	$20.69	$21.82
38	A	$39,603.00	$41,662.00	$43,826.00	$46,238.00	$48,693.00
	Bi-W	$1,523.20	$1,602.40	$1,685.60	$1,778.40	$1,872.80
	H	$19.04	$20.03	$21.07	$22.23	$23.41
39	A	$42,578.00	$44,824.00	$47,195.00	$49,670.00	$52,416.00
	Bi-W	$1,637.60	$1,724.00	$1,815.20	$1,910.40	$2,016.00
	H	$20.47	$21.55	$22.69	$23.88	$25.20
40	A	$45,947.00	$48,318.00	$50,877.00	$53,581.00	$56,472.00
	Bi-W	$1,767.20	$1,858.40	$1,956.80	$2,060.80	$2,172.00
	H	$22.09	$23.23	$24.46	$25.76	$27.15

SALARY SCHEDULE – B 1

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE		A	B	C	D	E
39	A	$50,523.00	$53,165.00	$55,994.00	$58,906.00	$62,130.00
	Bi-W	$1,943.20	$2,044.80	$2,153.60	$2,265.60	$2,389.60
	H	$24.29	$25.56	$26.92	$28.32	$29.87
40	A	$54,558.00	$57,720.00	$60,882.00	$64,002.00	$67,101.00
	Bi-W	$2,098.40	$2,220.00	$2,341.60	$2,461.60	$2,580.80
	H	$26.23	$27.75	$29.27	$30.77	$32.26

SALARY SCHEDULE – B 2

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE		A	B	C	D	E
39	A	$52,499.00	$55,494.00	$58,552.00	$61,547.00	$64,563.00
	Bi-W	$2,019.20	$2,134.40	$2,252.00	$2,367.20	$2,483.20
	H	$25.24	$26.68	$28.15	$29.59	$31.04
40	A	$56,576.00	$59,779.00	$63,086.00	$66,331.00	$69,597.00
	Bi-W	$2,176.00	$2,299.20	$2,426.40	$2,551.20	$2,676.80
	H	$27.20	$28.74	$30.33	$31.89	$33.46

SALARY SCHEDULES 7/1/08

SALARY SCHEDULE – B

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE		A	B	C	D	E
35	A	$33,384.00	$35,048.00	$36,962.00	$38,896.00	$41,038.00
	Bi-W	$1,284.00	$1,348.00	$1,421.60	$1,496.00	$1,578.40
	H	$16.05	$16.85	$17.77	$18.70	$19.73
36	A	$35,714.00	$37,565.00	$39,520.00	$41,704.00	$43,888.00
	Bi-W	$1,373.60	$1,444.80	$1,520.00	$1,604.00	$1,688.00
	H	$17.17	$18.06	$19.00	$20.05	$21.10
37	A	$38,251.00	$40,227.00	$42,390.00	$44,658.00	$47,091.00
	Bi-W	$1,471.20	$1,547.20	$1,630.40	$1,717.60	$1,811.20
	H	$18.39	$19.34	$20.38	$21.47	$22.64
38	A	$41,080.00	$43,222.00	$45,469.00	$47,965.00	$50,523.00
	Bi-W	$1,580.00	$1,662.40	$1,748.80	$1,844.80	$1,943.20
	H	$19.75	$20.78	$21.86	$23.06	$24.29
39	A	$44,179.00	$46,509.00	$48,963.00	$51,542.00	$54,392.00
	Bi-W	$1,699.20	$1,788.80	$1,883.20	$1,982.40	$2,092.00
	H	$21.24	$22.36	$23.54	$24.78	$26.15
40	A	$47,674.00	$50,128.00	$52,790.00	$55,598.00	$58,594.00
	Bi-W	$1,833.60	$1,928.00	$2,030.40	$2,138.40	$2,253.60
	H	$22.92	$24.10	$25.38	$26.73	$28.17

SALARY SCHEDULE – B 1

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE		A	B	C	D	E
39	A	$52,416.00	$55,162.00	$58,094.00	$61,110.00	$64,459.00
	Bi-W	$2,016.00	$2,121.60	$2,234.40	$2,350.40	$2,479.20
	H	$25.20	$26.52	$27.93	$29.38	$30.99
40	A	$56,597.00	$59,883.00	$63,170.00	$66,394.00	$69,618.00
	Bi-W	$2,176.80	$2,303.20	$2,429.60	$2,553.60	$2,677.60
	H	$27.21	$28.79	$30.37	$31.92	$33.47

SALARY SCHEDULE – B 2

(Steps Based on Hourly Rates)

Hourly rate times 80 equals biweekly rate, rounded to nearest cent.

Hourly rate times 2080 equals annual rate, rounded to nearest dollar.

GRADE		A	B	C	D	E
39	A	$54,475.00	$57,574.00	$60,757.00	$63,856.00	$66,976.00
	Bi-W	$2,095.20	$2,214.40	$2,336.80	$2,456.00	$2,576.00
	H	$26.19	$27.68	$29.21	$30.70	$32.20
40	A	$58,698.00	$62,026.00	$65,458.00	$68,827.00	$72,197.00
	Bi-W	$2,257.60	$2,385.60	$2,517.60	$2,647.20	$2,776.80
	H	$28.22	$29.82	$31.47	$33.09	$34.71