Des Moines Co. AFSCME #2205 (Health Center) 7/1/2003 6/30/2008

DES MOINES CO./ AFSCME (HEALTH) 03-08

COPY

AFSCME AGREEMENT

HEALTH DEPARTMENT

JULY 1, 2003 TO JUNE 30, 2008

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ARTICLE I

AGREEMENT

This agreement has been made and entered into this 1st day of July, 2003, by and between the Des Moines County Board of Supervisors (hereinafter referred to as the Employer) and the American Federation of State, County and Municipal Employees (hereinafter referred to as the Union) as representatives of certain employees of the Des Moines County Health Department as set forth specifically in Appendix (A).

ARTICLE II

UNION RECOGNITION

SECTION 1

The Employer agrees to recognize the Union as the sole collective bargaining representative for County Health Department employees as established by the Iowa Public Employment Relations Board most current bargaining unit certification.

SECTION 2

Employees excluded from the bargaining unit are all other employees of the Employer and managerial, supervisory, confidential and part-time employees who are scheduled for less than an average of fifteen (15) hours per week per fiscal year and all other employees specifically excluded by the provisions of Chapter 20 of the Code of Iowa.

Permanent part-time employees shall receive all benefits on a pro-rated basis. A permanent part-time employee is defined as an employee hired with no anticipated or established termination date.

SECTION 3

STEWARDS. The Employer will recognize a Steward or an Alternate Steward for the purpose of presenting and processing grievances as provided in Article XII. The names of the Steward and the Alternate Steward shall be certified to the Employer in writing by the employees, and the Employer shall not be required to recognize any other persons as steward or alternate steward.

SECTION 4

NEGOTIATING COMMITTEE. The Employer agrees to excuse from work up to three employees when the negotiating committee participates in an official negotiating session, impasse procedure hearing, or other related activity.

SECTION 5

DUES DEDUCTION. The Employer agrees to deduct from an employee's wages on the first pay check of each calendar month the Union's membership dues when it has received from such employee not less than thirty (30) calendar days prior to the closing of the first pay period of the month a lawful voluntary written authorization. The amount of such union dues shall be certified in writing to the Employer by the Union. It is understood that an employee may rescind his or her deduction authorization by giving at least thirty (30) days written notice to the Employer.

The Employer shall remit all dues deducted to the Union each month. An itemized statement of such deductions shall accompany the remittance.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in administering the provisions of this section. If an improper deduction is made, the Union shall refund the appropriate amount directly to the employee who is eligible for and is claiming the refund.

SECTION 6

BULLETIN BOARD. The Employer shall provide a bulletin board for reasonable employee use.

ARTICLE III

PAID LEAVE OR ABSENCE

SECTION 1

ELIGIBILITY. Regular full-time employees covered under this agreement who have satisfactorily completed their probationary period as required in Article IX are eligible for paid time off from work for the qualifying reasons and subject to the limiting conditions as provided in the subsections that follow.

SECTION 2

DEFINITIONS. Paid time off is available only for those days that an employee is regularly scheduled to work. The following definitions are applicable to determining an employee's pay for authorized absences:

DAY - an eight (8) hour work period

WEEK - a period of five (5) days; also a period of forty (40) hours.

REGULARLY SCHEDULED WORKDAY - a day, normally Monday through Friday inclusive, during which work is scheduled at an employee's straight-time hourly rate of pay. The employee must miss a regularly scheduled workday if a paid day of absence is to apply.

OVERTIME - the premium paid for work beyond eight (8) hours in any one (1) day or forty (40) hours in one (1) week. An employee's overtime earnings are excluded from computations for his pay for a day of authorized absence. In the event that overtime work was performed by other employees during a period of absence for any reason, the absent employee shall not make a claim for overtime work missed, nor grieve the denial of such a claim.

REGULAR STRAIGHT-TIME HOURLY RATE OF PAY - the employee's then current base rate of pay at the time that a period of authorized absence as provided elsewhere in this Section 2 begins.

COMPUTATION OF PAY - the employee's regular straight-time hourly rate of pay, multiplied by eight (8) hours, equals the amount due the employee for one (1) day of authorized absence.

SECTION 3

PAID LEAVES OF ABSENCES

VOTING LEAVE. Any person entitled to vote in a general election is entitled to time off from work with pay on any general Election Day for a period not to exceed two (2) hours in length.

Application for time off for voting should be made to the employee's supervisor prior to Election Day. The time to be taken off may be designated by the supervisor. Time off for voting may be granted only if the employee's working hours do not allow a two (2) hour period outside of working hours during polling hours.

SECTION 4

JURY DUTY. An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked.

The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

An employee who reports for jury duty and is dismissed shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

SECTION 5

COURT APPEARANCE. When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness for the Federal Government, the State of Iowa, or a political subdivision thereof, or in a private litigation, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer.

ARTICLE IV

HOLIDAYS

SECTION 1

HOLIDAYS TO BE OBSERVED

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independent Day	Christmas Eve Day
Labor Day	Christmas Day

Plus any other holiday designated by the Employer.

SECTION 2

WHEN TO BE OBSERVED. Each holiday shall be observed on the date on which it falls, except that a holiday which falls on a Saturday shall be observed on the preceding Friday, and a holiday which falls on a Sunday shall be observed on the following Monday.

SECTION 3

CONDITIONS. An employee must work his or her last regularly scheduled workday preceding and his or her first regularly scheduled workday following the holiday in order to be eligible for holiday pay. An employee who is absent on either of these scheduled workdays will not forfeit holiday pay if he or she is in an approved paid leave status as provided elsewhere in this agreement. It is the duty of each employee to keep his or her immediate supervisor or the Employer informed of his or her location in case an emergency situation should arise, unless he or she is absent due to illness, injury or vacation.

SECTION 4

PERSONAL DAYS. Additionally, all employees will receive three (3) personal days. Such days shall be taken in accordance with Article V (Vacations) of this Agreement.

ARTICLE V

VACATIONS

SECTION 1

The accrual rate of paid vacation days shall be determined by the employee's length of continuous service. Vacation shall be accrued each two week pay period. Where the step increase anniversary date falls within a two week pay period, the employee shall accrue the higher rate for the entire two week pay period.

During the first year of continuous service,1.54 hours per pay period. = (5.0024 days per year)

During the second, third, and fourth years of continuous service,3.08 hours per pay period. = (10.0022 days per year)

During the fifth through the fourteenth years of continuous service, 4.62 hours per pay period. = (15.002 days per year)

During the fifteenth and every year thereafter of continuous service, 6.16 hours per pay period. = (20.0018 days per year)

SECTION 2

WHEN VACATIONS MAY BE TAKEN. New employees shall not be allowed to take vacation before successful completion of their probationary period. Vacation assignments shall be governed by seniority, provided the employee submits his or her vacation request prior to March 31. After March 31, the Employer will answer vacation requests no later than sixty (60) days prior to the requested time off. In the case of requests less than sixty (60) days prior, an answer will be given within two (2)working days following the request. The employee recognizes that the Employer has the right to determine the number of employees within each job classification and/or work unit that may be on vacation at any given time. However, vacations shall be granted at times and in amounts most desired by the employee whenever operations permit as determined by the Employer. Vacations may be taken in units of one hour, up to the full amount that an employee has earned. Vacation requests will be submitted at least twenty-four (24) hours in advance.

If an employee is hospitalized during a paid vacation period, the portion of the vacation spent in the hospital and the ordered recuperative period may be rescheduled upon satisfactory proof of the hospitalization and the ordered recuperative period provided to the Employer. The period of time the employee spends in the hospital and the ordered recuperative period will be charged against the employee's accumulated sick leave.

SECTION 3

Vacation pay will be computed on the basis of the employee's straight-time hourly rate at the time that his/her vacation period begins. One (1) vacation day is equal to eight (8) hours of such pay.

SECTION 4

Vacation time may be accumulated up to a maximum of one-and-one-half (1-1/2) times the employee's yearly vacation. An employee will not be permitted to work his/her vacation days in exchange for extra pay; vacation days must be taken or forfeited.

SECTION 5

SEPARATION FROM EMPLOYMENT. Upon separation from employment for any reason, the employee or his/her estate shall be compensated for all earned, unused vacation. An employee who gives the Employer the required two (2) week notice of his/her intent to resign shall be paid for any unused, personal days. An employee who quits his/her job without giving the required two (2) week notice or is discharged for just cause shall not receive payment for any unused, personal days.

SECTION 6

In the event of a lay off, an employee may elect to take his/her earned vacation days and personal days, or hold them for use following a recall. However, at any time a laid off employee may receive, upon written request, payment for any or all earned vacation and personal days. If the employee's time limit for recall eligibility as provided in Article X is expiring, the employee shall be compensated for any earned vacation and personal days.

ARTICLE VI

SICK LEAVE

SECTION 1

Employees will be granted leave for disability due to illness or injury, referred to herein as "sick leave". Time lost from work due to a leave of absence without pay, a layoff, a suspension without pay, or any other unpaid employment status shall not be counted as time for which sick leave is earned, except that an unpaid leave that does not exceed five (5) consecutive working days shall not be counted against the sick leave earning period. Sick leave shall not be earned while an employee is receiving sick leave or workers compensation benefits, sick leave absence of less than four (4) hour increments excluded.

SECTION 2

ACCRUAL/ACCUMULATION. Employees shall earn sick leave at the rate of eight (8) hours per two (2) week pay period in which sick leave in excess of eight (8) hours is not used. Employees may accumulate up to a maximum of 1320 hours of sick leave. Sick leave may be used in one (1) hour increments.

SECTION 3

DISABILITIES COVERED. Sick leave applies to both occupational and non-occupational illness and injuries. An employee who loses time from work because of an occupational illness or injury may upon request supplement his/her worker's compensation benefits with accrued sick leave, vacation or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

SECTION 4

UTILIZATION OF SICK LEAVE

1. Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (A) which require the employee's confinement; or (B) which render the employee unable to perform assigned duties; or (C) where performance of assigned duties would jeopardize the employee's health or recovery.

Employees will be permitted to use compensatory time off and/or annual leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

The Employer may require a medical certificate or other appropriate verification for absences covered by this article. If a verification is required, such verification shall have the original signature of an attending physician and show the cause or type of illness and probable length of any temporary disability.

2. Where death occurs in the immediate family of the employee, accrued sick leave may be used, not to exceed twenty-four (24) hours (3 working days) for each such occurrence. Immediate family is defined as, and limited to the wife, husband, child, parents, grandparents, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse; aunts and uncles of the employee; or other relatives residing in the employee's immediate household.

3. When an employee is a pallbearer in a funeral service for someone who is not a member of the employee's immediate family (as defined in 2 above), accrued sick leave may be used not to exceed four (4) hours (one-half (1/2) work day) for each such occurrence.

4. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.

5. An employee may be granted the sick leave benefits in circumstances that make the employee responsible for the temporary emergency care of another person who resides in the employee's household, or mother or father when the employee is responsible for the temporary emergency care of that person.

6. Sick leave shall not be used for any reasons not specifically set forth above.

SECTION 5

REPORTING REQUIREMENT. To be eligible for the receipt of sick leave pay, an employee is required to notify his or her immediate supervisor or foreman prior to his or her scheduled report-to-work time and to state the nature of his or her illness or injury. The reporting requirement may be waived in the event that circumstances prevent the employee from notifying the Employer.

SECTION 6

CANCELLATION OF SICK LEAVE. Separation from the Employer shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is reemployed by the Employer within eighteen (18) months.

SECTION 7

OCCUPATIONAL INJURIES. Occupational injuries incurred by employees shall not be charged as sick leave until after the expiration of thirty (30) work days.

SECTION 8

When an employee is qualified for retirement under the Iowa Public Employees Retirement System (IPERS) and then retires under a bona fide retirement (or in case of death), he or she shall be compensated for his or her accumulated but unused sick leave on the basis of one day's pay for each sixteen (16) hours of accumulated sick leave. The hourly rate for one day's pay to be paid for this benefit will be the employee's base regular straight-time rate of pay at the time of his or her retirement or death.

ARTICLE VII

LEAVE OF ABSENCE WITHOUT PAY

SECTION 1

ELIGIBILITY. Employees shall have the right to request a leave of absence in accordance with the provisions of this article after the successful completion of their probational period. Maternity leaves of absence shall be exempt from the waiting provisions of this section.

SECTION 2

REQUEST PROCEDURES. Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested.

SECTION 3.

LEAVES OF ABSENCES WITHOUT PAY. Except as otherwise provided by this section, employees may be granted leaves without pay at the sole discretion of the Employer for any reasons for a period up to, but not exceeding, one (1) year.

SECTION 4

MATERNITY LEAVE. Employees shall be granted a maternity leave of absence without pay as follows:

1. The employee shall, whenever possible, submit written notification to her immediate supervisor at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave. Upon request of the employee, accompanied by a doctor's statement, maternity leaves without pay may be granted for increments of thirty (30) days, not to exceed six (6) months in total.

2. In no case shall the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.

3. Except as provided under Article VI of this Agreement (Sick Leave), all periods of leave related to maternity shall be leaves of absence without pay.

SECTION 5

MILITARY LEAVE. Whenever an employee enters into the active military service of the United States, the employee shall be

granted a military leave as provided under Section 29a.28 of the Iowa Code and the applicable federal statutes.

ARTICLE VIII

HOURS OF WORK

SECTION 1

WORK SCHEDULES. Work schedules are defined as an employee's assigned hours, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work week.

The Employer shall provide fourteen (14) calendar days notice to the Union and the affected employees prior to making permanent changes in work schedules.

In order to adapt to other scheduling concepts such as "flex-time" and the "compressed work week", the Employer and the employee may agree mutually to schedule special hours of work.

SECTION 2

A. Overtime Definitions:

1. Overtime

A. Time that an employee actually works in excess of forty (40) hours per work period.

B. Time that full-time employee works in excess of eight (8) hours in a work day. However, full-time employees working a compressed work period, flexible work schedules, or variable work schedules shall earn overtime only for work in excess of their regularly scheduled work day.

2. Work Period - A regular reoccurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hours periods.

3. Work Time

A. All hours actually spent performing duties on the assigned job.

B. Travel between job sites during or after the regular work day.

C. Rest period taken in accordance with Section 3 of this Article.

B. Overtime Compensation:

Overtime shall be compensated at a premium rate of time and one-half (1-1/2) the employee's base hourly pay or actual overtime hours worked whichever is applicable. Payment shall be made in either cash or compensatory time as follows:

1. The decision to pay overtime in cash or compensatory time rest with the employee.

2. Compensatory time off shall be granted at the request of the employee with the approval of the Employer. Compensatory time off shall be granted at the convenience of the employee whenever possible consistent with the staffing needs of the Employer.

3. Any work that is performed in addition to an employee's regularly scheduled working hours must have prior authorization from the Employer. A record of all overtime worked shall be maintained in accordance with the procedures established by the Employer.

An employee shall not refuse to work overtime when so directed by the Employer. No overtime payment shall be made except for time actually worked.

4. At the time of separation from the Employer, employees shall be paid for all earned, unused compensatory time at their appropriate rate of pay.

C. Pyramiding Prohibited:

Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work incurred during the same work period. There shall be no duplication of pyramiding of any premium pay provided for under the provisions of this agreement for the same hours worked.

SECTION 3

REST PERIODS. One rest period fifteen minutes in length will be allowed for each full half-shift (a four-hour period) worked. Rest periods will be scheduled near the midpoint of each half shift by the Employer in accordance with operational needs as determined by the Employer.

ARTICLE IX

SENIORITY

SECTION 1

PROBATIONARY PERIOD. Regular full-time employees shall acquire seniority after completing a sixty (60) working day probationary period. The sixty (60) working day probationary period may be, upon written mutual agreement between the Union and Employer, extended to a ninety (90) working day probationary period. An employee may be terminated without cause during his/her probationary period and no grievance shall be filed concerning such a termination. Probationary employees are not eligible for any fringe benefits under this Agreement, except for group health insurance under the Employer's established plan.

SECTION 2

Definition. Seniority means an employee's length of continuous service with the Employer in a bargaining unit position following the employee's successful completion of their probationary period.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the Social Security Number with the employee having the lower last four (4) digits of the Social Security Number being considered as having the greater seniority.

SECTION 3

An employee's continuous service record shall be broken for the following reasons:

A. Voluntary resignation.

B. Discharge for cause.

C. Retirement.

D. Is absent from work for two (2) consecutive workdays without approval by the Employer, providing that an exception may be made at the sole discretion of the Employer.

E. Fails to report to work in the next scheduled workday following completion of a leave of absence or a vacation unless an emergency precludes returning to work.

F. Is laid off for more than eighteen (18) months.

G. Fails to notify the Employer of his intention to return to work within five (5) calendar days after the Employer has mailed to the employee and to the designated representative of the bargaining unit, by certified mail, a notice of recall.

H. An employee engages in other gainful employment during a leave of absence except when such a leave of absence was authorized specifically for that purpose.

SECTION 4

The Employer will be required to apply seniority as defined above only as specifically provided in this agreement and subject to any limitations set forth in any particular section of this Agreement.

SECTION 5

A seniority roster will be prepared annually and posted for thirty (30) calendar days, with a copy furnished to the Union. Any request for a change must be made in writing to the administrator within thirty (30) calendar days from the date of the posting.

ARTICLE X

LAYOFF

SECTION 1

The Union recognizes the right of the Employer to layoff or to reduce the hours of employment in accordance with the procedures set forth in this section.

SECTION 2

Layoff procedures. When a layoff occurs, the following general rules shall apply:

A. Layoff shall be by classification as set forth in the job specifications.

B. Each employee affected by a reduction in force shall be notified in writing at least ten (10) working days prior to the effective date of the layoff.

C. Employees in the layoff unit shall be laid off in accordance with seniority. Layoff shall be by seniority with the least senior employees within the classification affected being laid off first.

D. An employee in a classification in which layoffs are to be affected may, in lieu of layoff, elect bumping to the next lower classification in the same series as the classification in which layoffs are being affected, or, in the absence of a lower classification in the same series, to a lower or lateral classification which the employee has formerly occupied while in the continuous employ of the agency. The assignment in the lower classification will be at the Employer's discretion; however, such assignment shall not be permitted if the result thereof would be to cause the bumping of an employee with greater seniority. To exercise the right of bumping, in lieu of layoff, the employee must notify the Employer, in writing, of such election which must be received or postmarked not later than five (5) calendar days after receiving notice of layoff. Any employee displaced under these provisions shall have the right of election as provided therein.

Any employee who elects to bump, in lieu of layoff, shall have the right of reinstatement to the classification he/she formerly occupied, provided he/she meets the qualifications of the position, before any other person may be promoted to, or a new employee hired for such classification by the Employer enforcing the layoff, upon bumping, an employee shall retain his/her current rate of pay except that if such rate of pay is higher than the highest rate currently paid for the classification to which the employee bumps, his/her pay shall be reduced to that rate of pay. Any employee

laid off because of a reduction in force, shall be offered a position in the classification from which he/she was laid off, provided he/she meets the minimum qualifications for the classification, before a new employee may be hired for such position by the Employer enforcing the layoff, if such opening becomes available within one (1) year of the date of such layoff because of a reduction in force.

Recalls from layoff. Recalls from layoff shall be made by classification seniority on the basis that the last to be laid off shall be the first to be recalled. Notification of recall shall be made by certified mail letter, mailgram, or other documented service to the employee being recalled. Such notice is to be sent to the employee's last address as it appears on the Employer's personnel records, and shall be sent at least five calendar days prior to the designated reporting date. An advance informal recall contact may also be made by telephone. If the Employer elects to use such informal contact, it shall supplement but not replace the foregoing documented recall procedure.

Failure to report or return to work. Employees to whom recall notices have been sent as provided above who fail to report to work by the designated recall reporting date, or who refuse to return to work on a timely basis, shall be considered as having quit without giving proper notice and shall forfeit their seniority. An extension in reporting time may be authorized by the administrator when there are special circumstances that merit such an extension; the administrator is to be the sole judge of granting such an extension.

ARTICLE XI

TRANSFERS

SECTION 1

Eligibility. Employees who desire to transfer to another position within the same classification shall file a written request as prescribed by the Employer with the appropriate departmental personnel office indicating that interest.

SECTION 2

Transfers within employing units. When a permanent vacancy occurs, the Employer will review those requests on file from any employee in the same classification as the vacancy and has indicated an interest in the specific shift or location of the vacancy. The Employer shall maintain transfer requests for a period of two (2) years from the date of submission.

The Employer shall transfer the senior employee who makes such request for the open position provided he/she possesses the ability to perform the duties as assigned. The Employer may deny transfers if the transfer would substantially impair the Employer's ability to maintain operational efficiency. The Employer is not obligated to retrain employees in order to qualify them for transfers under the provisions of this article. The employee shall have three (3) working days in which to decline the offer.

SECTION 3

Definition of permanent vacancy. For purposes of this article, a permanent vacancy is created:

1. When the Employer has approval to increase the work force and decides to fill the new positions;

2. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent; terminations, transfers out of the bargaining unit, promotion, or demotion.

3. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of this article.

4. Transfers within the bargaining unit resulting from either 1, 2, or 3 above.

Nothing in this section shall be construed as a limitation on the Employer's ability to reassign employees to meet agency needs as determined by the Employer.

ARTICLE XII

GRIEVANCE PROCEDURE

SECTION 1

Definition. A grievance is defined as and limited to a written complaint alleging a violation involving the application and interpretation of the provisions of this Agreement. Any employee or group of employees shall have the right to present a grievance to the Employer and to accept the Employer's offer of a settlement, provided that the proposed settlement is not inconsistent with the terms of this Agreement.

All grievances must be presented promptly and no later than three (3) working days following the occurrence which is the basis for the alleged contractual violation.

Employees shall have the right to Union representation at any step of the grievance procedure.

SECTION 2

Step 1:

Within three (3) working days following receipt of the written grievance, the employee(s) immediate supervisor will return a written decision to the employee and his or her representative.

Step 2:

If the grievance is not resolved in Step 1, the employee or the employee's Union shall present the grievance to the appropriate management representative as designated by the Employer within five (5) working days following the written decision of the supervisor in Step One. The management representative shall answer the grievance in writing with five (5) working days following receipt of the grievance. He shall provide copies of his decision to the employee and employee's Union.

Step 3:

If the grievance is not resolved at Step 2, the grievant shall, within ten (10) working days following receipt of the Step 2 written response, submit the grievance to the Board of Supervisors. The Board of Supervisors shall provide a written response to the grievance within ten (10) working days providing a copy to the grievant. The Board of Supervisors may, at their discretion, meet with the grievant and grievant's representative, if any, prior to providing a written response. If such meeting is conducted during work time, it shall be held without loss of pay to the grievant and one Union representative who is an employee in

paid status.

Step 4:

Within ten (10) working days following receipt of the Board of Supervisors' answer to the Step 3 grievance, the grievance may be submitted to arbitration. If an unresolved grievance is not appealed to arbitration within the designated time limits it shall be considered terminated on the basis of the third Step answers of the parties without prejudice or precedent in the resolution of future grievances.

For the purpose of selecting an impartial arbitrator, the parties will meet upon request and if unable to agree on an impartial arbitrator, the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a five-member panel of arbitrators. If the panel submitted by the Iowa Public Employment Relations Board is unacceptable to either party, the party or parties shall request a second panel of arbitrators from the Iowa Public Employment Relations Board.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Each party shall pay its own cost of preparation and presentation for arbitration including the cost of their own witnesses and any lost wages that may be incurred. The arbitrator shall only have authority to determine the compliance with the provisions of this agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, nullify, modify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

SECTION 3

Time Limits. Should the Employer fail to meet the time limits at any step of the grievance procedure, the employee or Union may advance the grievance to the next step. Should the employee or Union fail to meet the time limits at any step of the grievance

procedure, the grievance shall be considered withdrawn without prejudice or precedent in the resolution of any future grievances.

ARTICLE XIII

HEALTH AND SAFETY

SECTION 1

Protective Clothing and Equipment. The Employer shall designate items of clothing and equipment that are required for the performance of assigned duties. The use of such protective items shall be mandatory. The Employer agrees to supply such items that are designated as "required".

SECTION 2

Damage to personal items. If an employee suffers a damage to personal clothing or equipment items as a direct result of the proper performance of assigned duties, the employee may submit a request in writing to the Employer for compensation in part or in full for the item damaged. The Employer may require a full explanation of the accident and, following an investigation by the Employer, allow all, a part, or none of the claimed amount.

SECTION 3

First Aid Equipment/and work related injury. The Employer agrees to provide adequate first aid equipment. All on-the-job injuries and work related illnesses must be reported promptly to the Employer.

The Employer may require a physical examination to determine the condition of health of any employee and their ability to perform assigned duties.

ARTICLE XIV

MISCELLANEOUS

SECTION 1

Employer-Required Education. Employees may be required to attend or complete courses of instruction that are related to their present or contemplated job assignments. When so required to attend, the Employer agrees to pay the direct costs of such instruction, subject to budget limits established by the Employer.

SECTION 2

Travel Expenses. An employee who travels at the direction of the Employer will be reimbursed for actual expenses subject to the limits established for all Des Moines County employees. Such travel must be approved in advance by the Employer, and the employee's claim for reimbursement must be supported by receipts for each expense. Official vehicles are to be utilized for travel except when the use of the employee's personal vehicle is authorized by the Employer.

SECTION 3

Mileage. The Employer agrees to reimburse employees for use of their privately owned vehicles when their use is required at State of Iowa going rate.

SECTION 4

Professional organizations. The Employer agrees to reimburse each employee for the cost of membership dues in one professional organization of employee's choice, licences, professional insurance and other fees related to employment. This reimbursement shall be limited to $85.00 per employee per year. The Employer reserves the right to approve the specific organization or license in each case; written application must be made by the employee, in advance, and the name of the organization or license shall be clearly stated.

ARTICLE XV
EMPLOYEE INSURANCE PROTECTION

SECTION 1:

A. HEALTH INSURANCE. The Employer will provide a health insurance program as is outlined below to each regular full time employee covered under this agreement and will pay the premiums for each such employee and their dependents due under the plan.

B. COST CONTAINMENT. The parties recognize the need to contain health care costs to the fullest extent possible and to that end shall include mandatory second opinions, pre-admission authorization, and mandatory out-patient procedures in accordance with such rules as may be imposed by the insurance carrier.

C. GENERAL DESCRIPTION. The insurance plan is generally described as follows: Combine all present coverages under a COMPREHENSIVE PLAN with a front end deductible of $250.00 PER INDIVIDUAL AND $500.00 PER FAMILY PER CALENDAR YEAR. Medical expenses after the first $250.00 or $500.00 per calendar year would be subject to a CO-INSURANCE PROVISION OF 80/20% with the plan reimbursing 80% of covered services and the individual or family responsible for 20% of covered services. CO-INSURANCE WOULD APPLY TO THE NEXT $2,000.00 OF COVERED SERVICES PER INDIVIDUAL OR $4,000.00 PER FAMILY. After the deductible and co-insurance have been satisfied, the plan would pay 100% of the covered charges. STOP LOSS PROVISION OR OUT OF POCKET MAXIMUM WOULD THEREFORE BE $650.00 PER INDIVIDUAL OR $1,300.00 PER FAMILY PER CALENDAR YEAR. Lifetime maximum benefits per individual covered would remain at $1,000,000.00. All charges would be settled using a current "reasonable and customary schedule" for the area where charges originate. All services provided must be medically necessary in order to be considered for payment.

MANAGED CARE PROVISIONS:

A. PRE-EXISTING CONDITION CLAUSE ON NEW HIRES: If medical expenses are incurred in connection with a pre-existing condition, the medical care benefit is limited to $3,500.00 of covered medical expenses. This limitation applies only during the first twelve (12) consecutive months that insurance is in force for an employee or family member.

PRE-EXISTING CONDITION means a condition which is caused by an injury or sickness and requires a family member, during the three (3) months just before becoming insured to: (a) consult a doctor; (b) seek diagnosis or advice or receive medical care or treatment; (c) undergo hospital admission or doctors visits for testing or for

diagnostic purposes or studies; or (d) obtain services, supplies, prescription drugs or medicines.

This limitation will not apply after the family member has remained insured for THREE CONSECUTIVE MONTHS without incurring an expense for the pre-existing condition, or for TWELVE CONSECUTIVE MONTHS, whichever occurs first.

B. AGE LIMIT ON DEPENDENTS: Amended present definition of "DEPENDENT" as follows: means your lawful spouse and unmarried natural child who is under age 19, OR UNDER AGE 24 if a full-time student. The term "child" will also include a stepchild or other child for whom you have assumed a legal responsibility when such child resides in your household in a parent-child relationship. Coverage will not be terminated due to age if your dependent child is incapable of earning a living due to mental or physical handicap.

C. MATERNITY EVALUATION: Means a written document prepared by an insured member's doctor or covered health practitioner and submitted by the fourth month of pregnancy. The maternity evaluation must contain the following information:

(a) Expected date of delivery;
(b) Expected method of delivery (vaginal or caesarian section) and supporting reason(s) for the method;
(c) Identification of any actual or expected complications for the mother or child(ren) and types of treatment to be provided;
(d) Fees for the treatment;
(e) Requested length of stay in the hospital.

Based upon the information provided in the Maternity Evaluation, an appropriate length of stay will be certified.

The plan must be notified in case of emergencies such as premature birth or development of a severe medical problem so that provision can be made for a re-evaluation of length of stay and treatment.

FAILURE TO SUBMIT THE WRITTEN DOCUMENTATION OR NOTIFY THE PLAN will result in a special $500.00 deductible to be applied before payment of benefits; this deductible will not apply toward satisfaction of any other plan deductible and/or co-insurance or toward the stop-loss.

COVERAGE FOR CAESARIAN SECTIONS THAT ARE NOT CONSIDERED MEDICALLY NECESSARY WILL BE REIMBURSED AS FOLLOWS:

(a) Doctors charges up to the reasonable and customary charge for a normal vaginal delivery.

(b) $500.00 will be subtracted from the hospital charges and the remaining covered charges will be paid at 80% after satisfaction of the deductible.

(c) Charges not covered, the $500.00 and charges under the 20% provision will not be applied to the "stop loss" limit.

D. PRE-ADMISSION AUTHORIZATION - ADMISSION REVIEW - CONTINUED STAY REVIEW - CASE MANAGEMENT: Present plan language would be revised to include PRE-ADMISSION AUTHORIZATION - ADMISSION REVIEW - CONTINUED STAY REVIEW - CASE MANAGEMENT under the same clause and subject them to the special $500.00 deductible for failure to notify the plan or comply with the plan directives. This deductible will not apply toward satisfaction of any other plan deductible and/or co-insurance or towards the stop-loss provision.

CASE MANAGEMENT AND CONTINUED HOSPITAL STAY REVIEW will be provided by third party professional firms in consultation with the Claim Administrator.

EMERGENCY ADMISSION REVIEW will require the plan be notified within 48 hours after an emergency admission or 72 hours after admission on a weekend or holiday.

E. PRESCRIPTION DRUG CARD BENEFITS DEDUCTIBLES: $5.00 for Generic and $15.00 for Brand Name. Participant is required to obtain Generic when available unless prescribing physician will only prescribe Brand Name or Generic is not available - in which case deductible is $5.00.

F. PREFERRED PROVIDER NETWORK: Plan would be authorized to initiate with the help of the Third Party Administrator (TPA) discussions to effect discounts with providers of medical services in exchange for referral of patients on a restricted basis.

Participants would be required to first use the providers in the PPN or if they choose to use other providers, the benefit payments would be reduced to that amount that would have been paid had the participant used the approved PPN.

THIS RULE WOULD NOT APPLY TO EMERGENCY SITUATIONS, OR IF CARE OR SERVICES ARE NOT AVAILABLE FROM THE PROVIDERS IN THE PPN OR IF A PATIENT'S HEALTH WOULD BE JEOPARDIZED BY THIS REQUIREMENT.

G. DENTAL INSURANCE: The Employer will provide a dental insurance program subject to such rules as may be imposed by the insurance carrier, to each regular full-time employee covered under this agreement and pay one hundred percent (100%) of the premium for each such employee and their dependents. The Employer retains the right to select the plan of insurance coverage and the insurance carrier. In the event that a change is made from the present plan and carrier, The Employer agrees that the insurance

coverage will be equal to or greater than the current insurance coverage.

SECTION 2:

LIFE INSURANCE. The Employer will provide at no cost to the employees covered in Section 1 above a plan of group term life insurance coverage in the amount of thirty thousand dollars ($30,000.00) per covered employee.

ARTICLE XVI
DISCIPLINE AND DISCHARGE

SECTION 1:

The Union recognizes the right of The Employer to discipline employees for "just cause". An employee who alleges that such action was not based upon just cause, may appeal The Employer's action through the grievance procedure set forth in Article XII of the Agreement.

SECTION 2:

Notwithstanding Section 1 above, nor any other provision(s) of this Agreement, the releases of probationary employees shall not be subject to the grievance procedure.

SECTION 3:

The Union shall receive written notice of any disciplinary action or measure imposed upon an employee within three (3) working days of the time such action was taken.

ARTICLE XVII

GENERAL

SECTION 1

Obligation to bargain. This Agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Future Amendments. In the event that either party has reason to believe that an amendment to this Agreement would have merit, this Agreement may be amended by mutual agreement of the parties and, if so amended, the amendment shall be made a part of this Agreement, in writing, by signing and attaching an addendum to this Agreement. Addendums shall be numbered consecutively beginning with the number "1" and shall be dated to specify their effective dates.

SECTION 2

Savings Clause. In the event any article, section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof.

SECTION 3 - TERMINATION OF AGREEMENT

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2003, and terminating on June 30, 2008, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination

of the Agreement, all obligations under the Agreement are automatically canceled.

APPENDIX A

SECTION 1: EMPLOYMENT CLASSIFICATIONS AND PAY GRADES.
ANNUAL BASE

Effective	7/1/03	7/1/04	7/1/05	7/1/06	7/1/07
Registered Nurse	$32,261.32	$33,229.16	$34,226.03	$35,252.81	$36,310.39
Sanitarian	$37,344.34	$38,464.67	$39,618.61	$40,807.17	$42,031.39
Bookkeeper	$22,756.66	$23,439.36	$24,142.54	$24,866.82	$25,612.82
Secretary/ Receptionists	$22,756.66	$23,439.36	$24,142.54	$24,866.82	$25,612.82

All current employees move to 100% of base salary and new employees hired after July 1, 1997, shall be hired at ninety-five percent (95%) of the annual base salary rate for the classification for which they were hired. Upon the first anniversary date of hire, the employee shall be paid one hundred percent (100%) of the annual base salary rate for their classification.

PROJECT COORDINATORS

The nursing and sanitarian project coordinators shall each receive an additional one hundred dollars ($100.00) per month. In the event either project coordinator is absent from work for a period in excess of 1 month and the employer assigns the responsibilities of the project coordinator to another employee, the additional one hundred dollars ($100.00) per month (or pro rata amount) shall be paid to the employee functioning as the project coordinator. It is expressly understood that only two employees shall receive additional compensation. One for functioning as the project coordinator for nursing and one for functioning as the project coordinator for the sanitarians.

SECTION 2: LONGEVITY COMPENSATION

In addition to salaries established in Section 1 above, employees shall receive an amount equal to one cent ($ .01) per hour for each year of continuous service.

SECTION 3: WAGE ADMINISTRATION

A. Rate for new employees: All new employees will be hired in accordance with entry levels for the employment classification set forth above. However, employees may be hired above the entry level based upon experience and education.

B. WAGE CHANGES: All wage changes shall be effective on the first day of the following pay period in which the wage increase is granted except for the increases granted on July 1 of each year as set forth above.

C. PAYROLL PERIODS: The cut-off date for all payroll sheets and time cards will be at midnight the Friday preceding paydays.

D. PAYDAYS: The Employer agrees to issue pay checks to employees every other Friday. Should a payday fall on a holiday, paychecks will be distributed on the last work day preceding the holiday.

E. PAYROLL CORRECTIONS: Payroll errors in the amount of fifty dollars ($50.00) or more will be corrected within five (5) working days following the proper written request of the employee.

BOARD OF SUPERVISORS OF DES MOINES COUNTY, IOWA

AND AFSCME HEALTH UNIT

2003-2008 AGREEMENT

APPROVED

MAR 11 2003

BOARD OF SUPERVISORS

FOR DES MOINES COUNTY

By _____ Date _____
Chairman, Board of Supervisors

By _____ Date _____
Supervisor

By _____ Date _____
Supervisor

FOR AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, COUNCIL 61 LOCAL 2205

By Jerry Smyth Date 3-5-03

By Cathy R Jarrett Date 3-5-03

By Tena Perry Date 3-5-03