

# **Agreement**

Between

**Linn County Emergency Management  
Commission**

and

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



**Effective July 1, 2017 – June 30, 2021**



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## Agreement

AGREEMENT entered into by the LINN COUNTY EMERGENCY MANAGEMENT COMMISSION, (Employer) and the AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES, COUNCIL 61, AFL-CIO, on behalf of LOCAL 231 (Union), for the purpose of promoting harmonious relations between the Employer, its Bargaining Unit employees, and the Union; maintaining and increasing individual efficiency and quality of service; 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 neither aid, promote, finance nor 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 purposes of this Agreement consists of the Bargaining Unit designated by the Public Employment Relations Board in its decision rendered June 8, 2009, Case No. 8131.

#### Linn County Emergency Management Agency Employees

All employees of the Linn County Emergency Management Agency in the classification of Emergency Management Specialist but **excluding** 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.

### 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.

**Commission** - The members of the Linn County Emergency Management Commission.

**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.

**County** - Linn County, Iowa.

**Employee** - Any person within a Bargaining Unit employed by the Employer on a continuing regular full-time basis, i.e., scheduled to work forty (40) hours or more per week.

**Employer** - Linn County Emergency Management Commission.

**Paid Leaves of Absence** - Absence by reason of injury compensable under Iowa's Workers' Compensation law, paid leave under the Universal Paid Leave Plan and paid holidays.

**PERB** - The Iowa Public Employment Relations Board.

**Seniority (Bargaining Unit Seniority)** - the total length of an employee's service within the bargaining unit within the Emergency Management Agency.

**Union** - American Federation of State, County and Municipal Employees, AFL-CIO Council 61.

### **Article 3**

#### **Discrimination**

1. The provisions of this Agreement shall be applied equally to all employees in the Bargaining Units 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**

#### **Dues Checkoff**

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 for employees who are 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.

7. The Employer agrees to deduct from the wages of any employee who is a union member a PEOPLE deduction as provided in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the pay period covered by the remittance.

## **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**

### **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 a maximum of two (2) employees, including the grievant. The Union Grievance Committee may also consist of the Council 61 Representative or their appointee.

3. Meetings between the Union Grievance Committee and the Employer may be held at a mutually convenient time. Emergency meetings may be called by mutual agreement. Such

meetings will not be held during working hours. Each party shall submit a written agenda to the other not less than two (2) 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. Stewards shall not attend to union-related duties on work time.

5. 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.

6. Employee may not refuse to perform any specific duty pending the handling of a grievance unless the matter is of eminent safety to the employee. An employee desiring a Union Steward shall notify the EMA Coordinator who will provide the employee with the list of Union-designated Stewards.

7. Union representatives shall be allowed to post Union notices on Employer's Premises on the Union bulletin board. The employer shall provide such bulletin board. The Union bulletin board will be located in a place that is accessible by all persons covered under this collective bargaining agreement.

## **Article 7**

### **Hours of Work**

1. The purpose of this article is to define the usual hours of work and nothing here shall be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours shall be made by the Employer. The maximum work week for employees designated as full-time is forty (40) hours.

2. The normal work day shall consist of eight (8) consecutive hours and the normal work week shall consist of five (5) consecutive work days followed by two (2) consecutive days off.

3. During emergency or crisis situations under the management of the Agency, the normal working hours and paid and unpaid breaks may be changed by the Coordinator based on the requirements of the emergency.

## **Article 8**

### **Overtime and Call-In Pay**

1. All overtime work must be approved in advance by the EMA Coordinator or his/her designated representative. Overtime opportunities will be distributed as equally as practicable

among qualified and able employees in the same job classification within the same work unit. Overtime offered and refused will be counted as overtime worked for purposes of this Article. Lists of overtime worked shall be posted and shall be updated monthly.

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 work unit involved will be required to work.

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

4. The Employer will determine when there is overtime available. The utilization of volunteers does not affect whether there is an overtime opportunity or not. The use of volunteers is an essential part of Agency operations.

5. All employees are required to be paid overtime (either cash payment or compensatory time off) at the rate of 1.5 hours for every hour worked in excess of 40 hours per work week according to the FLSA. All scheduled and unscheduled overtime shall be approved by the Coordinator before such overtime is worked. Compensatory time off may be accumulated up to a maximum of 240 hours during a budget fiscal year. Any compensatory time off not used during the year shall be paid to the employee the first payday of the following contract year at the employee's rate of pay in effect on June 30th of the previous contract year. Employees will be paid for all unused compensatory time off upon termination of employment. All requests to use compensatory time shall be approved by the Coordinator.

6. All employees are required to either sign a daily time sheet or punch the time clock. 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 the EMA Coordinator or the Coordinator's designee.

8. Call-In Pay An employee called in to work outside of his/her regular work day will have time counted towards hours worked and compensated for at the end of the work week in accordance with FLSA.

## **Article 9**

### **Seniority**

1. Bargaining Unit Seniority – the total length of an employee's service within the Bargaining Unit within the Emergency Management Agency.

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 the date work commences. 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 with regard to any such extension.

3. 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.

4. 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 10**

### **Layoff and Recall**

1. The layoff procedure shall be as follows:
  - a. If reduction in the job classification is necessary, then the employees within the affected job classification having the least Bargaining Unit seniority will be laid off.
  - b. The laid off employee shall exercise his/her Bargaining Unit seniority to bump the employee having the least Bargaining Unit seniority in the job classification the duties of which such laid off employee is then qualified and able to satisfactorily perform. The laid off employee shall be credited with prior time in job classification to determine eligibility to move to the next step in the pay grade.
  - c. If the laid off employee is unable to bump under (b) above, then he/she shall be laid off out the door subject to recall as provided below.
  - d. 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.
2. Except in cases of emergency, notice of layoff will be posted at least ten (10) work days in advance of the layoff.
3. 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.
4. 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. Recall shall be limited to one year from the effective date the employee was laid-off out the door.
5. No employee may bump another employee unless he/she is being removed from the job classification by bump or layoff.
6. 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.

7. 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.

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

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

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

## **Article 11**

### **Rest Breaks and Meal Periods**

1. Employees will be allowed two (2) fifteen (15) minute 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.

3. Employees required to remain available or to perform work during their meal period will be paid for same.

## **Article 12**

### **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 EMA Coordinator 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. The Coordinator will attempt to resolve the matter and will, in any event, respond to the employee and his/her Steward in writing within three (3) working days.

**Step 2.** If the answer is not satisfactory, the Steward shall so advise the Employer's designated Human Resources Director in writing within three (3) working days after the response of the EMA Coordinator was due. The matter shall then be considered at the next Grievance Committee meeting. The Employer's final decision on the 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's Union President.

**Step 3.** 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 2 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 or the Federal Mediation and Conciliation Service 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. 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 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. 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. Employees will not be paid by the Employer for time spent on arbitration or related activities.

2. No meetings related to union activity shall be called for or held during working hours.

3. 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.

4. 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.

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

6. 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 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 13**

#### **Mediation and Impasse Procedure at Contract Reopening**

1. In the event the Employer and Union have not reached an Agreement by the November 15 immediately preceding the June 30 expiration date of this Agreement, the following procedure shall be followed:

- a. On or before November 15, the parties shall jointly petition PERB and the Federal Mediation and Conciliation Service for the appointment of a Federal Mediation and Conciliation Service Commissioner for assistance through the mediation process.
- b. On or before December 1, the parties will meet to select an impartial arbitrator. Should they be unable to mutually agree upon such arbitrator, they will immediately jointly request the Federal Mediation and Conciliation Service to provide a panel of five (5) qualified arbitrators (all of whom shall be members of the National Academy of Arbitrators) from which (1) will be selected shall be contacted immediately and a hearing date set which shall not be later than January 31.
- c. In the event the parties have not reached Agreement by December 31, they shall immediately in writing so notify the arbitrator previously selected certifying to such arbitrator each issue upon which impasse has been reached and the respective final proposals on same. The arbitrator shall conduct the hearing as previously scheduled relating to the impasse issues and shall consider, in addition to any other relevant factors, the bargaining history of the current negotiations, a comparison of wages, hours and condition of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to the factors peculiar to the area and classification is involved; the interest and welfare of the public, the ability of the Employer to finance economic adjustments, and the effect of such adjustments of the normal standard of services; and the power of the Employer to levy taxes and appropriate funds for the conduct of its operations.
- d. The decision of the arbitrator on each impasse issue shall be rendered in writing on or before February 28 and shall be binding upon the parties unless contrary to law.

## Article 14

### Paid Leave and Leaves of Absence

1. **Paid Leaves** The Paid Leave Policy is comprised of (1) Short Term Leave and (2) Long Term Illness/Injury Leave. This policy does not include the paid leave attributable to the eleven paid holidays (New Years, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Years Eve Day), worker's compensation, jury duty, bereavement leave or military leave.

#### **Definitions**

**Anniversary Date:** Employee's last date of hire as a regular employee with the Agency.

**Short Term Leave:** Paid leave accrued pursuant to Section 1(a) of the Specific Policy Provisions and available for use by employees' subject only to the operational requirements of the Employer.

**Long Term Illness/Injury Leave:** Paid leave for employee illness or injury or another person's illness or injury (pursuant to Section 1 (h) accrued pursuant to Section 1 (b) of the Specific Policy Provisions. Also available for additional consecutive hours after an initial twenty-four (24) consecutive hours of Short Term Leave or unpaid leave. The twenty-four (24) hours will be prorated for part-time employees.

**Chronic Illness or Injury:** Debilitating long-term or re-occurring illness or injury that requires continuing treatment by an insurance approved health care provider. An insurance approved health care provider must verify, in writing, the employee's or another persons (pending approval by the Commission to use leave for another person) debilitating chronic illness or injury (pursuant to Section 5(i). Subject to such verification, the Coordinator may request a second opinion from an insurance approved health care provider selected by the Coordinator before approving or denying the request.

**Immediate Family:** Employee's spouse, mother, father, son, daughter, brother, sister and a grandparent, grandchild, stepchild, stepparent or legal ward living in the employee's household.

#### **Specific Policy Provisions**

- a) Employees will accumulate Short Term Leave on the employee's monthly anniversary date with the Agency based on the following schedule. Short Term Leave for part-time employees is prorated based on the number of regularly scheduled hours of work.
  - i) Completion of three (3) months of service through twelve (12) months (one year) of service – 15.56 hours/month or 140 hours annually.  
Completion of thirteen months (13) months (one year plus one month) of service through seventy-two months (six years) – 11.67 hours/month or 140 hours annually.
  - ii) Completion of seventy-three (73) months (six years plus one month) through one hundred thirty-two (132) months of service – 15 hours/month or 180 hours annually.



- iii) Completion of one hundred thirty-three (133) months of service (11 years plus one month) through two hundred four (204) months of service – 18.33 hours/month or 220 hours annually.
  - iv) Completion of two hundred five (205) months of service (seventeen years plus one month), and thereafter – 21.67 hours/month or 260 hours annually.
- b) Employees with less than 65 months of service will accumulate up to four (4) hours Long-Term Leave upon completion of a calendar month of employment until they complete 65 months of service.
  - c) When the Short Term Leave balance exceeds twelve (12) times the employee's monthly accrual rate on the employee's annual anniversary date of employment he or she may exercise their option according to Section 1 (d) below. Employees who accumulate paid leave in excess of twenty-four (24) times the employee's monthly accrual rate on the employee's anniversary date of employment are required to exercise their option according to Section 1 (d) below.
  - d) Accumulated Short Term Leave which would bring the Short Term Leave balance above the maximum set out in Section 1 (c) above will transfer into the Long Term Illness/Injury Leave balance until such time as that leave balance reaches an accumulation of 520 hours.
  - e) When an employee has at least 520 hours in the Long Term Illness/Injury Leave balance and accumulated Short Term Leave balance in excess of twenty-four (24) times the employee's monthly accrual rate on the employee's anniversary date of employment; 25% of the excess leave will be added to the Long Term Illness/Injury Leave balance and 50% of the excess leave will be paid at the employee's rate of pay.
  - f) Employees who terminate employment with the Commission are paid all accumulated paid leave in the Short Term Leave balance not to exceed twenty-four (24) times the employee's monthly accrual rate at 100% of the employee's rate of pay. The Short Term Leave balance in excess of twenty-four (24) times the monthly accrual rate is paid at 50% of the employee's rate of pay. Employees are not paid cash for the balance in the Long Term Illness/Injury Leave at anytime during employment or at termination of employment.
  - g) All leave is subject to the operational requirements of the Employer. Paid leave will be deducted from either the Short Term Leave balance or the Long Term Illness/Injury Leave balance pursuant to the provisions of this policy.
  - h) An employee needing to take leave for personal medical reasons in excess of an initial twenty four (24) consecutive hours may use accumulated leave from the Long Term Illness/Injury Leave balance for additional consecutive hours of leave. The employee must provide the Coordinator with a statement from the employee's insurance approved health care provider certifying the employee's disability, illness or injury and the expected duration thereof before the accumulated leave from the Long Term Illness/Injury Leave balance will be approved.

Employees needing more leave for medical reasons for their immediate family, upon approval of the Coordinator and in excess of the initial twenty-four (24) consecutive

hours, may use an aggregate of eighty (80) hours each fiscal year. The eighty (80) hours is prorated for part-time employees.

- i) Employees with a chronic illness or injury, as defined herein, are not required to use twenty-four (24) consecutive hours of paid leave before accessing the Long Term Illness/Injury Leave balance for each incident related to the chronic illness or injury.

Employees caring for their immediate family, upon approval of the Coordinator, with a chronic illness or injury, as defined herein may use an aggregate of one hundred and twenty (120) hours per fiscal year from their Long Term Illness/Injury Leave balance. The one hundred and twenty (120) hours includes the eighty (80) hours set forth in Section 1 (h). The one hundred and twenty hours (120) is prorated for part-time employees.

- j) Paid leave for insurance approved health care provider appointments will be deducted from the Short-Term Leave balance. Paid leave for employees with a chronic illness or injury, as defined herein, for an insurance approved health care provider appointment, related to the illness, will be deducted from the Long-Term Leave balance. Paid leave for employees needing to take leave for their immediate family, upon approval of the Coordinator, with a chronic illness or injury, as defined herein, for insurance approved health care provider appointments, related to illness, will be deducted from the Long-Term Leave balance and included in the allowable 120 hours.
- k) An employee may use paid leave to the extent it is available to supplement workers compensation to a maximum of the amount of weekly compensation such an employee would have been entitled to receive as net pay. The paid leave hours shall be deducted from the Long Term Illness/Injury Leave balance until exhausted and then from the Short Term leave balance.
- l) An employee will earn Short Term Leave and Long Term Leave pursuant to Special Policy Provisions Section 1 (a) and (b) when the employee is using leave from either the Short Term Leave balance or the Long Term Injury/Illness Leave balance. Except in the case of partial disability where the employee is receiving benefits while working for the Agency, an employee will not earn paid leave when receiving benefits from the Long Term Disability Insurance Policy.
- m) An employee who is eligible to receive benefits from the Long Term Disability Insurance Policy may choose those benefits or continue to use leave pursuant to this policy.

2. **Leaves for On-the-Job Injuries** A leave of absence will be granted by the Employer to any employee for absence required as a result of an on-the-job injury covered by Iowa Workers' Compensation Insurance. During such leave, the employee at his/her option may apply his/her accumulated Paid 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 Workers' Compensation Law.

- 3. **Unpaid Leaves of Absence** During an unpaid leave of absence, an employee:
  - a. will not receive compensation from the County;
  - b. will not earn paid leave under Paid Leave;
  - c. may have the option of using accumulated Paid Leave;

- d. will not collect Paid Leave benefits;
- e. will not participate in retirement contribution during any full calendar month of such leave;
- f. must pay all group hospital and medical group insurance premiums falling due during any month the employee is on such leave;
- g. must pay all premiums for coverage under the life and disability insurance plan; and
- h. shall receive no other benefits during the period of absence.

A regular full-time employee on authorized leave of absence without pay 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. However, such employee (one on authorized leave of absence without pay) will not accrue Universal Paid Leave benefits while on such leave.

4. **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) calendar days of such leave of absence. Proof of service must be returned to the EMA Coordinator before any salary or wage reimbursement is paid.

5. **Court and Jury Leave** Employees required to report for jury duty in any local, state or federal court will receive the difference in regular pay and any jury fee earned for the time period served on the jury. Employees will give at least five (5) days notice to the Coordinator. Employees released by the Court prior to 12:00 noon shall return to work within one (1) hour of being released by the court. A written statement from the Court shall be submitted to validate the time of service and any pay received. Employees who are required by subpoena to testify in a Court in any action that they are not directly involved 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.

## **Article 15**

### **Paid Holidays**

1. There shall be eleven (11) paid holidays, namely: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas, Christmas day, and the day before New Year's Day.

2. All employees will be credited with eighty-eight (11 days x 8 hours = 88 hours) hours in the employee's holiday bank on July 1 of each year. Each holiday is designated as eight (8) hours. If the Agency is closed on the designated holiday, eight (8) hours will be deducted from the employee's holiday bank and paid to the employee. If the actual holiday falls on a Saturday then it is celebrated on a Friday and if the actual holiday falls on a Sunday then it is celebrated on a Monday.

3. Employees who work on a designated holiday shall be paid at time and one-half (1.5) his/her regular straight time hourly rate for all such hours worked and no hours shall be deducted from the employee's holiday bank. Such hours shall be excluded from overtime hours at the end of the workweek.

4. To qualify for holiday pay, the employee must have been in the employ of the Commission for not less than thirty (30) calendar days and have worked the full scheduled work days immediately preceding and following the holiday unless excused by the Coordinator for good cause. Employees who are hired during the contract year will be credited with the number of holidays remaining in the contract year.

5. Employees shall schedule use of holiday bank hours with the Coordinator. 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.

6. In addition each employee will be credited with two (2) personal days (16 hours) beginning after thirty (30) calendar days of employment with the Commission. The personal days will be scheduled between the employee and the Coordinator. In the scheduling of personal days, employee requests shall not be denied except when approval of a personal day request would result in a staff shortage as determined by the Coordinator. The personal days or hours are available to use during the fiscal year but unused personal hours are forfeited at the end of the fiscal year.

7. 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 long-term leave and entitled to paid leave benefits for the holiday, in which case he/she will receive holiday pay in lieu of workers' compensation or long-term leave.

## **Article 16**

### **Pay Periods and Complaints**

1. Employees will be paid biweekly on Friday for the pay period ending on the previous 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 the EMA Administrative Assistant. If he/she is not satisfied with the action taken or response given, he/she may provide his/her Union Steward with written authorization to investigate the appropriate records to resolve the matter.

## **Article 17**

### **Job Classifications and Wage Rates**

1. There will be one job classification for the bargaining unit – Emergency Management Agency (EMA) Specialist.

2. Employees shall be compensated in accordance with the wage schedule attached to this agreement and marked Appendix A. The wage schedule below shall be considered a part of this Agreement.

Effective July 1, 2017, there will be an Across the Board increase of 2.50% to the current pay of each employee. Effective July 1, 2018 there will be an Across the Board increase of 2.40% to the current pay of each employee. Effective July 1, 2019, there will be an Across the Board increase of 2.30% to the current pay of each employee. Effective July 1, 2020, there will be an Across the Board increase of 2.2% to the current pay of each employee.

3. When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure 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.

4. A reclassification occurs when an employee's current duties have been determined to fit a different job classification and the employee is placed in the different job classification. An upgrade occurs when an entire job classification is assigned a new pay grade on a wage schedule. Any employee who is reclassified shall be credited with time spent in the previous position for purposes of step movement. Any employee whose job is upgraded 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.

## **Article 18**

### **Longevity**

1. Employees will qualify for and receive longevity pay during the second year of the contract 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). Such payments will continue for each year of continuous service thereafter.

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 19

### Group Insurance

1. The following sections describe the Employer'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 employees 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.

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

2. **Group Health Insurance:** The Linn County Alliance Select (Preferred Provider) Program with Blue Cross and Blue Shield will include a deductible of three hundred dollars (\$300) on the single contract and six hundred dollars (\$600) on the family contract. Effective January 1, 2019, the deductible for the single contract will be three hundred and twenty five dollars (\$325.00) and five hundred fifty dollars (\$650.00) on the family contract. Effective January 1, 2020, the deductible for the single contract will be three hundred fifty dollars (\$350.00) and seven hundred

and (\$700.00) on the family contract. Effective January 1, 2021, the deductible for the single contract will be three hundred seventy five dollars (\$375.00) and seven hundred fifty dollars (\$750.00) for 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 ninety percent (90%) by Blue Cross and Blue Shield and ten percent (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.

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 eighty percent (80%) by Blue Cross and Blue Shield and twenty percent (20%) by the subscriber.

The out-of-pocket maximum is one thousand dollars (\$1,000.00) for the single contract and two thousand dollars (\$2,000.00) for the family contract per calendar year. Effective January 1, 2019, the out-of-pocket maximum will be one thousand twenty five dollars (\$1,025.00) for the single contract and two thousand fifty dollars (\$2,050.00) for the family contract per calendar year. Effective January 1, 2020, the out-of-pocket maximum will be one thousand fifty dollars (\$1,050.00) for the single contract and two thousand one hundred (\$2,100.00) for the family contract per calendar year. Effective January 1, 2021, the out-of-pocket maximum will be one thousand seventy five dollars (\$1,075.00) for the single contract and two thousand one hundred fifty dollars (\$2,150.00) for the family contract per calendar year. After the out-of-pocket maximum has been met, the insurance coverage pays one hundred percent (100%) of the remaining covered expenses per calendar year.

Effective July 1, 2017, the employee will pay sixty dollars (\$60.00) per month toward the single contract premium and one hundred sixty dollars (\$160.00) per month toward the family contract premium with the Employer paying the balance of the monthly single or family contract premium under the Employer's Alliance Select Program. Effective July 1, 2018, the employee will pay seventy dollars (\$70.00) per month toward the single contract premium and one hundred seventy five dollars (\$175.00) toward the family contract premium with the Employer paying the balance of the monthly single or family contract premium under the Employer's Alliance Select Program. Effective July 1, 2019, the employee will pay eighty dollars (\$80.00) per month toward the single contract premium and one hundred ninety dollars (\$190.00) per month toward the family contract premium with the Employer paying the balance of the monthly single or family contract premium under the Employer's Alliance Select Program. Effective July 1, 2020, the employee will pay ninety dollars (\$90.00) per month toward the single contract premium and two hundred five dollars (\$205.00) per month toward the family contract premium with the Employer paying the balance of the monthly single or family contract premium under the Employer's Alliance Select Program.

The employee will pay a \$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.

3. The Employer will make available to employees the existing group dental plan or its equivalent as to benefits. This plan provides benefits specified in the Summary Plan Description (SPD) with certain deductibles, co-insurance and maximum allowances.

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.

4. The Employer will pay the monthly premium to provide eligible employees with a ten thousand dollar (\$10,000) life insurance policy.

5. The Employer 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 sixty-six and two-thirds percent (66 2/3%) of salary, after completion of a ninety (90) consecutive calendar day waiting period.

6. The Employer will provide reimbursement for vision examinations for all full-time eligible Agency employees upon presentation of the Wellmark Blue Cross Blue Shield Explanation of Benefit form. Employees shall be eligible for one reimbursement up to one hundred twenty-five dollars (\$125.00) during a two (2) fiscal year period for the purpose of vision examinations for that employee.

7. A payroll credit of one hundred fifty dollars (\$150.00) will be provided on a contract year basis to employees who participate in the County's health screening risk assessment. The health screening requirement can be met by participating in an annual onsite health screening, submitting a Health Form from an annual physical or through Weland Labs. In addition, employees who participate in the County's health screening risk assessment and who earn 1,000 Wellness Rewards Points during the contract year will be provided an additional payroll credit of three hundred fifty dollars (\$350.00).

## **Article 20**

### **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 Union Grievance Committee meetings with the Employer. Any such issues not resolved in this manner are subject to the grievance procedure.

3. When employees are required to work with tools or equipment, such tools or equipment will be furnished.

4. 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.

## **Article 21**

### **Miscellaneous**

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

2. 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 the Coordinator provided the work schedule permits and funding is available.

Training and development for employees of the Commission working in the Agency will include:

- a. In-house training including interdepartmental training in specific areas, or informational sessions to conform to new procedures or as directed by the Commission.
- b. Conferences, seminars and training courses where the attendance or participation would have direct impact on the Agency's effectiveness. The Employer will help the employee maintain CEM CEU's to the extent possible with available funds.
- c. Post high school course work which would increase the professionalism and efficiency of the Agency. This includes college or continuing education courses offered by an accredited educational institution. Courses will be attended on the employee's own time. In order to be eligible for reimbursement, the Commission must approve the course work in advance and the employee must receive a grade of "B" or better. The Agency would reimburse the employee for 50% of the cost of books, lab fees and tuition up to a maximum of \$500 per year.

3. **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, etc.), only the higher premium will be paid.

4. 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 Linn County Human Resources Department but shall not be accomplished on Employer 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.

## **Article 22**

### **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 23

### Term

1. This Agreement shall be binding upon the parties hereto from July 1, 2017 through June 20, 2021.

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.

Executed this **27** day of **JUNE**, 2017.

Linn County, Iowa



CHAIR PERSON

By the Emergency Management  
Commission

American Federation of State,  
County and Municipal Employees  
AFL-CIO, Council 61



By its AFSCME/Iowa  
Council 61 Representative

## APPENDIX A

### Emergency Management Agency Specialist

	<b>New Hire Rate</b>	<b>Midpoint (Market Rate)</b>
July 1, 2017 - 2.5%	\$50,933	\$60,592
July 1, 2018 - 2.4%	\$52,156	\$62,046
July 1, 2019 - 2.3%	\$53,355	\$63,473
July 1, 2020 - 2.2%	\$54,529	\$64,870