

**AGREEMENT BETWEEN  
POLK COUNTY, IOWA  
AND  
LOCAL 1868**

**American Federation of State  
County and Municipal Employees**

**AFL – CIO**

**2022 – 2027**

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ARTICLE I  
RECOGNITION

Section 1 - Bargaining Representation

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

Section 2 - Bargaining Units

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

ARTICLE II  
HOURS OF WORK

Section 1 - Uniform Hours of Work

The Employer shall establish and post uniform hours of work for occupational groups and shifts. Except in emergency situations, five (5) workdays notice will be given to affected Employees of a change in the schedule of hours to be worked. The fiscal year will be considered to contain 2087 hours for purposes of determining the bi-weekly and hourly rates of employees.

Section 2 - Workday

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

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

Section 2a - Workday (Roads Unit)

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

Section 3 - Workweek

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

Section 3a - Workweek (Roads Unit)

The regular workweek shall consist of five (5) consecutive eight (8) hour days. However, should the Employer determine the necessity for the implementation of a four (4) consecutive ten (10) hour day workweek, this and all other sections shall be modified to comply with this workweek schedule as previously agreed to by the Employer and the Union. If the establishment of a second and third shift is deemed necessary by the Employer, the Employer shall first consider volunteers for the new shift. If

not enough qualified Employees of desired classifications volunteer, the least senior qualified Employees shall be assigned, provided that operational efficiency is maintained. In no case will Equipment Operators assigned to the second and/or third shift be assigned to snow removal or sanding except in and around the Central Maintenance Facility, unless the Employer has a total call out for an emergency situation.

#### Section 4 - Rest Periods

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

#### Section 5 - Extended Workday

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

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

#### Section 6 - No Guarantee of Hours or Days

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

#### Section 7 - Flexitime

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

## ARTICLE III OVERTIME

### Section 1 - Rate of Pay

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

An Employee may elect to be compensated for overtime work in pay or compensatory time. The Employee shall make his/her selection according to procedures established by the Employer. If an Employee elects to take pay, it shall be granted by the end of the subsequent pay period in which it was accrued. The Employer's compliance with this Section is contingent upon the availability of appropriated funds to each department. If the department head is unable to meet the requirements of this Section due to a lack of appropriated funds, compensatory time shall then be used as payment for overtime work. If an Employee elects to take compensatory time, it shall be used in accordance with Section 4 as outlined below. Professional Employees, excluding Attorneys, shall not receive overtime premiums, but shall be eligible to receive compensatory time at the rate of one hour for every hour worked, with a maximum accumulation of eighty (80) hours.

### Section 2 - Weekly

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

### Section 3 - Sunday

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

### Section 4 - Use of Compensatory Time

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

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

Employees of the Public Works Department, Roads Division, may not be allowed to accumulate more than one hundred twenty (120) hours of compensatory time off. After an employee of the Public Works Department, Roads Division, has accrued one hundred twenty (120) hours of compensatory time, all overtime and/or holiday accrual hours shall be paid at the appropriate premium hourly rate.

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

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

Compensatory time off shall be charged by actual hours used, in one quarter (1/4) hour increments. Compensatory leaves of more than one quarter (1/4) hour shall be charged to the next higher one quarter (1/4) hour increment, except in no case shall the charge exceed the amount of the employee's regular workday when compensatory time is used by the day.

#### Section 5 - Overtime Equalization

(For employees of the PCSO Jail Division, see MOU regarding overtime procedures)

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

Except in emergencies that preclude the procedure, the opportunity to work overtime shall be offered to

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

If an Employee does not accept the offered overtime, the hours offered shall be considered as overtime refused. If an employee is not available to work overtime, then the average number of overtime hours worked by available employees shall be considered overtime refused. An Employee is considered not available if he/she is on paid or unpaid leave on the date the overtime is worked and would have been offered the overtime. Overtime refused shall not be considered hours subject to overtime equalization, but shall be utilized for purposes of overtime distribution.

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

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

#### Section 6 - Records

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

#### Section 7 - Prior Approval Required

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



Section 8 - Computation of Overtime

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

Section 9 - Right to Require Overtime

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

Section 10 - No Pyramiding of Premium Rates

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

ARTICLE IV  
CALL TIME

Section 1 - Purpose and Eligibility

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

Section 2 - Rate

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

Section 3 - Prescheduled Staff Meetings Excluded

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

Section 4 - Professional Employees Excluded

Professional Employees shall not be paid call time premium.

## ARTICLE V SENIORITY

### Section 1 – Definition

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

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

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

### Section 2 - Probationary Employees

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

### Section 3 - Seniority List

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

#### Section 4 - Loss of Seniority Rights

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

- A. Quits or retires.
- B. Is discharged and the discharge is not reversed through the grievance procedure.
- C. Engages in other work while on a paid leave of absence, worker's compensation or disability; or gives a false reason for obtaining a leave of absence, or overstays a leave of absence, unless evidence satisfactory to the Employer is presented, clearly establishing that the Employee was physically unable to give notice of return.
- D. Is absent for one (1) day without notice to the Employer, unless evidence satisfactory to the Employer is presented, clearly establishing that the Employee was physically unable to give such notice.
- E. Fails to report ready for work at the end of a leave of absence.
- F. Fails to report ready for work within five (5) calendar days after having been notified to return to work following layoff.
- G. Is laid off "out the door" for a period exceeding eighteen (18) continuous months

#### Section 5 - Seniority Accrual During Unpaid Leaves of Absence

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

#### Section 6 - Resolving Conflicts in Seniority

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

## Section 7 - Part-time Employees

A Part-time Employee is an Employee in a permanent position who is budgeted to work less than forty (40) hours per week. Employees who are budgeted to work an average of thirty (30) or more, but less than forty (40) hours per week shall receive the following benefits:

- A. Seniority benefits for part-time Employees, except for holiday pay and insurance, shall be pro-rated to reflect the ratio between the Employee's regular scheduled hours and eighty (80) hours or 2,087 hours where applicable.
- B. Holiday pay will be equal to the number of hours the Employee would have been scheduled to work if the observed holiday had not been a day off.
- C. Step movement as described in the attached Appendix B and Appendix D.

In accordance with federal regulations, employees who work thirty (30) hours per week or more for more than one (1) year shall be deemed as being budgeted for more than thirty (30) hours and eligible for applicable benefits.

A Part-time Employee's length of active and continuous service with the County shall be adjusted on a pro-rata basis from the Employee's most recent date of hire. The length of service will be calculated on the basis of the ratio between the Employee's budgeted hours and 2087 hours. Active and continuous county employment shall be used solely for the purpose of calculating seniority, unless provided otherwise.

ARTICLE VI  
HOLIDAYS

Section 1 – Designated Holidays

The following shall be recognized as paid holidays:

New Year's Day	The 1 <sup>st</sup> day of January
Martin Luther King, Jr. Day	The 3 <sup>rd</sup> Monday in January
President's Day	The 3 <sup>rd</sup> Monday in February
Memorial Day	The last Monday in May
Juneteenth	The 19 <sup>th</sup> day of June
Independence Day	The 4 <sup>th</sup> day of July
Labor Day	The 1 <sup>st</sup> Monday in September
Veterans Day	The 11 <sup>th</sup> day of November
Thanksgiving Day	The 4 <sup>th</sup> Thursday in November
Friday after Thanksgiving	The 4 <sup>th</sup> Friday in November
Christmas Eve Day	The 24 <sup>th</sup> day of December*
Christmas Day	The 25 <sup>th</sup> day of December

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

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

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

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

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

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

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

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

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

## Section 2 – Holidays Occurring on Weekends

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

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

## Section 3 - Rate of Pay

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

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

## Section 4 - Eligibility for Holiday Pay

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

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

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

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



ARTICLE VII  
VACATION

Section 1 - Eligibility and Accrual

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

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

Active County employment for purposes of calculating vacation shall include all regularly scheduled employment hours and hours while on approved paid leave of absence. Vacation shall not accrue during periods of approved unpaid leaves of absence, layoff, or suspension, unless the suspension is reversed through the grievance procedure.

Vacation leave may not be accumulated in excess of two hundred forty (240) hours.

Section 2 – Administration

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

Seniority shall be the determining factor in granting all vacation requests submitted between Jan. 1<sup>st</sup> and March 15<sup>th</sup> each year. Such request may be for a time period that includes Jan. 1<sup>st</sup> of the current year, through March 31<sup>st</sup> of the following year. Unless otherwise agreed to by the designee of the department and/or office, requests for leave shall not exceed amount of vacation time that would be accrued at the time of the leave.

An Employee's request to use accrued vacation leave, submitted to the department head between Jan. 1<sup>st</sup> and March 31<sup>st</sup> of the current year, shall be answered within the first ten (10) working days following

March 31<sup>st</sup>. In the event that an Employee's request for accrued vacation is submitted after March 31<sup>st</sup>, or if the request is for anytime between Jan. 1<sup>st</sup> and April 14<sup>th</sup> of the current year, the Employee shall be entitled to accrued vacation; however, seniority shall not be the determining factor in scheduling vacation. Such vacation request will be answered within a minimum of ten (10) working days from the date of receipt unless such requests are for a time sooner than ten (10) working days from the date of submission.

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

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

### Section 3 - Other Uses

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

### Section 4 - Payment Upon Termination

In the event of the death or retirement of an Employee, the amount of wages due shall include all unused earned vacation leave allowance. For purposes of this Section, the death of an Employee shall be considered a termination of employment, which shall require payment of such vacation leave allowance as might be payable for any other termination. If said termination of employment shall be due to the death of an Employee, such vacation leave allowance shall be paid to the estate of the deceased Employee, if such estate be open for probate. If no estate is open, the allowance shall be paid to the surviving spouse, if any, or to the legal heir(s) if no spouse survives.

#### Section 5 - Rate of Payment

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

#### Section 6 - Restrictions on Accrual

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

#### Section 7 - Holiday Credit

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

#### Section 8 - Rescheduling of Vacation

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

#### Section 9 - Charged by Actual Hours Used

Vacation leave shall be charged by actual hours used, in one quarter (1/4) hour increments. Vacation leaves of more than one quarter (1/4) hour shall be charged to the next higher one quarter (1/4) hour, except in no case shall the charge exceed the amount of the Employee's regular workday when vacation is used by the day. No Employee shall be entitled to use vacation leave in excess of the amount he/she has accumulated. Vacation leave shall not be posted or available for use during the pay period in which it is accrued.

ARTICLE VIII  
UNPAID LEAVES OF ABSENCE

Section 1 - Eligibility Requirements

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

Section 2 - Limited Leave Without Pay

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

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

Section 3 - Application for Leave

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

Section 4 - Long Term Leave Without Pay

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

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

#### Section 5 - Extended Sick Leave of Absence Without Pay

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

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

#### Section 6 - Benefits While on Unpaid Leave of Absence

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

#### Section 7 - Parental Leave

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

Written application for such leave shall include a statement from the attending physician indicating the approximate date the Employee who has given birth to a child is capable of returning to employment. Parental leave for an Employee who has given birth to a child may commence on the date the Employee's physician certifies the Employee is no longer physically capable of performing her normal duties. In the case of an Employee's own pregnancy, the employee shall be permitted up to eight (8) weeks of medical leave after the birth of the child in accordance with Chapter 216 of the Iowa Code.

For a father or for an Employee who has adopted a child, a certified record of the date of the birth or adoption of the child shall be attached to the application for leave. Parental leave for Employees who have become parents of a newborn child or for parents who have adopted a child shall not exceed thirty (30) calendar days. The entitlement to leave shall expire within ninety (90) calendar days of the birth or adoption of the child.

### Section 8 - Insurance Benefits While on Unpaid Leave of Absence

Employees on approved unpaid leaves including, but not limited to parental leave, unpaid sick leave of absence which is not part of Family and Medical Leave, Workers Comp, or an approved Long Term Disability leave will continue to pay the employee's portion of the insurance premiums while on approved leave.

If the insurance premiums are not paid within the first ninety (90) calendar days from the start of the unpaid leave of absence, the employee's insurance will be stopped at the end of the calendar month in which the 90<sup>th</sup> day occurs and will be offered to continue coverage through the Consolidation Omnibus Budget Reconciliation Act (COBRA) program.

Employees will be allowed to enroll in insurance benefits upon return from the leave of absence. Employees on approved unpaid leaves including, but not limited to, military, education and public official leave will be offered to continue coverage through the (COBRA) program. Employees will be allowed to enroll in insurance benefits upon return from the leave of absence.

### Section 9 - Return from Leave Without Pay

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

### Section 10 - Family and Medical Leave

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

ARTICLE IX  
PAID LEAVES OF ABSENCE

PART A. SICK LEAVE

Section 1 - Eligibility

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

Section 2 - Accrual

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

Section 3 - Use

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

- A. Hospitalization.
- B. Work-related accident in accordance with Article XVII, Section 20.
- C. Scheduled medical appointments or emergencies of the Employee, the Employee's spouse/domestic partner, parents or children of the employee and the employee's spouse/domestic partner of whom the Employee or spouse/domestic partner has legal custody. Twenty-four (24) hour notice shall be given to the Employer for scheduled medical appointments.
  - A medical appointment is any medical procedure scheduled in advance.
  - A medical emergency is defined as an incident or occurrence that requires immediate medical attention.
- D. Sickness/illness.
- E. Scheduled outpatient surgery when at least twenty-four (24) hour notice is given to the Employer.

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

#### Section 4 - Abuse

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

#### Section 5 - Injury Form

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

#### Section 6 - Hospitalized During Vacation

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

#### Section 7 - Reporting to Duty from Sick Leave

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



Section 8 - Charged by Actual Hours Used

Sick leave will be charged by actual hours used, in one quarter (1/4) hour increments. Absences of more than one quarter (1/4) hour shall be charged to the next higher one quarter (1/4) hour, except in no case shall the charge exceed the amount of the Employee's regular workday. No Employee shall be entitled to use paid sick leave in excess of the amount he/she has accumulated. Sick leave shall not be posted or available for use during the pay period in which it is accrued.

Section 9 - Employment While on Sick Leave

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

Section 10 - Failure to Comply

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

Section 11 - Notification of Illness

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

Section 12 - Payment of Sick Leave Upon Termination

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

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

Section 13 - Conversion of Sick Leave

All regular full-time Employees who have accumulated over seven hundred fifty (750) hours of accrued

sick leave, may convert new accrued sick leave to personal leave on a ratio of four (4) hours of sick leave to one (1) hour of personal leave, provided they maintain a level of sick leave above the seven hundred fifty (750) hour criteria. No conversion shall be permitted except in accordance with approved rules.

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

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

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

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

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

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

PART B. OTHER PAID LEAVES

Section 1 - Civic Duty Leave

A full-time Employee shall be granted a paid leave of absence for assigned work time lost when subpoenaed to non-voluntary petit jury duty or when subpoenaed to appear as a witness in a civil or criminal proceeding in which that Employee is not directly involved as a plaintiff or defendant. A full-

time Employee desiring to sit on a Grand Jury shall make application for such Civic Duty Leave on forms provided by the Employer. The application for leave shall be approved or disapproved by the Board of Supervisors. Said Employee shall be paid at his/her straight time hourly rate for all assigned work time lost up to forty (40) hours per week, but in no case shall such paid leave granted to an Employee exceed one hundred sixty (160) hours per fiscal year.

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

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

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

#### Section 2 - Military Leave

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

#### Section 3 - Bereavement Leave

A regular full-time Employee shall, after thirty (30) days of continuous employment from the employee's last date of hire or rehire, be eligible for a paid leave of absence of up to forty (40) hours if it is necessary for the employee to be absent from work because of the death of a member of the employee's immediate family or loss of pregnancy by the employee or the employee's spouse/domestic partner. Immediate family shall be defined as including: spouse/domestic partner, children of the employee and spouse/domestic partner, and the corresponding relationships of the employee and spouse/domestic partner: stepchild, parent, stepparent, brother, sister, grandparent, grandchildren, step-siblings, or other relative living within the same household. Only days absent which would have been compensable workdays will be paid. No payment will be made during holidays, layoffs, or any leave of absence. Payment shall be made on the basis of the Employee's straight time hourly rate of pay. Employees engaging in other compensable employment while on bereavement leave may be subject to discharge.

#### Section 4 - Personal Days

Regular full-time Employees who have completed at least thirty (30) days of continuous service shall be

allowed to utilize personal leave. After one year of service employees shall be granted seven (7) paid personal days per fiscal year. Employees with less than one (1) year of full-time continuous service shall accrue personal days on a prorated basis until the first July 1 after completing one year of employment. If used for illness, same day notice must be given. If used for other than illness, the Employer and Employee shall mutually agree on a convenient time. Personal time off shall be charged by actual time used, in one quarter (1/4) hour increments. Personal leaves of more than one quarter (1/4) hour shall be charged to the next higher one quarter (1/4) hour, except that in no case shall the charge exceed the amount of the employee's regular workday when personal time is used by the day.

Except for employees in their first year of employment one (1) personal day (8 hours) may be carried from fiscal year to fiscal year. At no time shall any employee have accrued personal time in excess of sixty-four (64) hours. Personal days shall not be granted if unused, to any Employee upon retirement, termination (other than permanent layoff), or discharge.

#### Section 5 - Professional Leave

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

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

An Assistant County Attorney with less than one (1) year of full-time continuous service shall accrue Professional Leave on a prorated basis until the first July 1 after completing one year of employment. In the event of death, retirement, termination, or permanent layoff, the amount of wages due shall include all earned, unused professional leave.

#### Section 6 – Paid Parental Leave (PPL)

Purpose of this Section: This section is established to provide paid leave benefits to support and ease the burden on employees with growing families. PPL is intended to provide an opportunity for permanent County employees to take up to a maximum of four (4) weeks of paid leave to provide care immediately following the birth or adoption of a minor child. Approved PPL pay is available following the first two (2) weeks of leave for a qualified absence.

Eligibility: Employees must qualify and be approved for Family Medical Leave Act (FMLA) leave in order to be eligible for PPL. Employees shall only be eligible to utilize PPL during the approved continuous FMLA leave period and PPL must be taken in one continuous period of up to four (4)

weeks. Employees shall not be eligible for more than four (4) weeks of PPL in a one-year period.

Effective Date and Triggering Event: Eligibility for taking PPL for birth or adoption of a child shall begin on the date of the birth of an employee's child or on the day on which custody is taken by the employee for adoption placement. If travel is required, leave may begin upon the first day of travel. In the case of adoption, the employee must be the legal guardian of, and reside in the same household with, the newly adopted child to be eligible. If an employee adopts multiple children, the event shall be considered as a single qualifying event and will not serve to increase the length of leave for the employee, so long as the children are adopted within six weeks of each other.

Leave Requests: Employees who desire to use such leave for the birth or adoption of a child are required to apply in writing at least thirty (30) days in advance or within five (5) workdays of the onset of the leave in cases where the need for leave is unforeseeable.

Leave and Benefit Amount: Approved PPL pay will be available after two (2) weeks of leave for the qualified absence. The employee must use applicable accruals during the first two (2) weeks of leave. The four (4) weeks of PPL shall be paid at one hundred percent (100%) of the employee's regular rate of pay.

For the duration of the PPL, employees are eligible to receive all employer-paid benefits and accrue all forms of leave at their regular accrual rates.

ARTICLE X  
WAGES

Section 1 - Compensation and Job Classification

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

Section 2 - Entry and Advancement Within Pay Range

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

Section 3 - Payday

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

Employees hired after July 1, 2016 shall be required to have an auto-deposit account to which pay will be automatically directed on pay days. Pay statements showing the number of hours worked, wages earned and deductions for the Employee shall be provided by electronic correspondence. Employees shall have free and unrestricted access to print a copy of the statement or the Employer will print a copy upon the Employee's request. Annual benefit statements shall be sent electronically to all employees.

Section 4 - General Wage Increase.

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

July 1, 2022	5%
July 1, 2023	4%
July 1, 2024	4%
July 1, 2025	WAGE-ONLY REOPENER*
July 1, 2026	WAGE-ONLY REOPENER*

The percentage increase noted above shall take effect at the beginning of the pay period including the Effective Date listed.

\*The Parties shall reopen negotiations with respect to the wage contained in this section only for fiscal years beginning July 1, 2025 and July 1, 2026. Reopened wage only negotiations pursuant to this section shall begin by December 1, 2024 and shall be completed by March 31, 2025.

#### Section 5 - Shift Differential

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

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

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

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

#### Section 6 – Deferred Compensation

The Employer shall contribute one dollar (1.00) for each two dollars (\$2.00) contributed by the Employee up to maximum of the greater of sixty dollars (\$60.00) or one percent (1%) of the Employees base wages. Only contributions to active providers shall be eligible to receive matching funds and to have payroll deductions made.

ARTICLE XI  
DISCIPLINE AND DISCHARGE

Section 1 - Right to Discipline and Discharge

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

Section 2 - Disciplinary Action

- A. Disciplinary action or measures may include oral reprimand, written reprimand, suspension (notice to be given in writing), demotion, and discharge.
- B. If the Employer has reason to discipline an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.
- C. Discharge may be imposed upon any Employee only for just cause. The Employee or the Union may take up a suspension or discharge at Step Three of the grievance procedure, within five (5) workdays from the date the disciplinary action is taken. The time periods may be extended by mutual agreement.
- D. All reprimands in the Employee's personnel file must be removed from the file after two (2) years. Those reprimands currently in an Employee's personnel file, two (2) years old or more, must be removed upon commencement of this Agreement.



ARTICLE XII  
GRIEVANCE PROCEDURE

Section 1- Definition

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

Section 2 - Grievance Steps

1. Immediate Supervisor

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

2. Department Head or Designee

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

3. Board of Supervisors or Designee

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

#### 4. Arbitration

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

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

#### Section 3 - Selection of Arbitrator

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

#### Section 4 - Arbitration Expenses

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

#### Section 5 - Grievance Record

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

#### Section 6 - Failure to Observe Time Limits

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

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

#### Section 7 - Steward Time Off for Grievance Handling

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

ARTICLE XIII  
GENERAL PROVISIONS

Section 1 - Discrimination

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

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

Section 2 - Bulletin Boards

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

Section 3 - Union Officers, Stewards, and Representatives

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

Section 4 - Work Rules

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

Section 5 - Joint Safety Committee

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

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

#### Section 6 - Labor/Management Meetings

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

#### Section 7 - Conduct of Business

The Union agrees to conduct its business off the job as much as possible. The Employer agrees to allow the Union Stewards reasonable time off, without loss of pay for processing grievances, upon an Employee's request for representation, and attendance at formal grievance meetings and Labor/Management meetings provided that there is compliance with Article XIII, Section 6.

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

#### Section 8 - Union Negotiators

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

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

#### Section 9 - Negotiations

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

#### Section 10 – Safety Equipment and/or Clothing

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

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

When the Employer requires Employees to wear safety shoes, the employee shall purchase same.

Upon proof of purchase, the Employer shall reimburse the Employee up to two hundred dollars (\$200) every other fiscal year with a limit of one purchase within the two-year period

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

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

Section 11 - Equipment (Maintenance/Custodial Unit)

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

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

When the Employer requires Employees to wear safety shoes, the Employee shall purchase same. Upon proof of purchase, the Employer shall reimburse the Employee up to two hundred dollars (\$200) every other fiscal year with a limit of one purchase within the two-year period.

If any Employee is required by the Employer to possess a Fireman's and/or Stationary Engineer's License and/or Electrical License to perform the duties of his/her assigned classification, the Employee shall obtain the required license upon hire or promotion. This section would apply to any newly created licensing requirements mandated by state or municipal codes or code changes. After the Employee has purchased an updated initial license, the Employer will reimburse the Employee for the actual renewal fee of said license, provided that the Employee is continually required by the Employer to have said license. For the purpose of this Section, the Employee will renew the license and provide the Employer with proof of renewal prior to any reimbursement.

The Employer shall maintain a sufficient supply in varied sizes of insulated coveralls for the sole purpose of Employee use during inclement weather occurring after the regularly scheduled workday begins. The Employer shall maintain a sufficient supply in varied sizes of rubber boots to be used by Employees required to perform work requiring the handling of paint, acid, sewer work, clean-up of

human waste, or snow removal. Each Employee requesting the use of coveralls and/or rubber boots shall return same, or shall be charged for replacement. Determination of what constitutes an insulated coverall or boot shall not be subject to Labor/Management meetings. The Employee is personally responsible for loss or damage of the equipment listed above, and will replace same with like quality replacements when the loss/damage is due to Employee negligence.

Section 12 - Equipment (Clerical Unit)

If any Employee in the Clerical Unit is routinely and consistently required by the Employer to use substances which are likely to damage clothing, the Employer will supply protective apparel. When the Employer requires Employees to wear safety shoes, the Employee shall purchase same. Upon proof of purchase, the Employer shall reimburse the Employee up to two hundred dollars (\$200) every other fiscal year with a limit of one purchase within the two-year period.

Section 13 - Equipment (Secondary Roads Unit)

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

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

The Employer will supply safety jackets. If at any time over the life of the CBA the jacket falls below required standards, the jacket shall be replaced by the Employer. Employees will be required to turn in used jackets to receive such replacement.

When the Employer requires Employees to wear safety shoes, the Employee shall purchase same. Upon proof of purchase, the Employer shall reimburse the Employee up to two hundred dollars (\$200) every other fiscal year with a limit of one purchase within the two-year period.

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



Section 14 - Equipment and/or Clothing (Professional Unit)

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

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

Section 15 - Personnel Files

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

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

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

Section 16 - Standby Pay

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

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

### Section 17 - Professional Training and Leave

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

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

### Section 18 - Employee's Current Address

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

### Section 19 - Accrual of Benefits While on Worker's Compensation

Employees shall accrue vacation and sick leave benefits while receiving weekly worker's compensation benefits. Employees may elect to utilize sick leave for only the first three (3) workdays of a work related injury.

Upon request, employees may supplement workers' compensation benefits with accrued sick leave, vacation, or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary. Abuse of worker's compensation privileges shall constitute grounds for disciplinary action up to and including discharge.

## Section 20 - Repair and Replacement

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

## ARTICLE XIV

### SAVINGS

#### Section 1 - Savings

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

ARTICLE XV  
NO STRIKE – NO LOCKOUT

Section 1 - Prohibited Practices/Strikes Prohibited

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

Section 2 - Prohibited Practice Violations

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

Section 3 - Lockouts Prohibited

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

ARTICLE XVI  
ENTIRE AGREEMENT AND WAIVER CLAUSE

Section 1 - Entire Agreement

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

Section 2 - Waiver Clause

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

ARTICLE XVII  
EMPLOYER RIGHTS

Section 1 - Employer Rights

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

ARTICLE XVIII  
DURATION

Section 1 - Duration

This Agreement shall be in force and effect for five (5) fiscal years from July 1, 2022 up to and including June 30, 2027.

Section 2 - Reopening of the Agreement

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



In witness whereof the parties hereto set their hands this 29<sup>th</sup> day of June, 2022.

**FOR THE UNION**


  
\_\_\_\_\_  
Todd Copley, President  
AFSCME Local 1868

  
\_\_\_\_\_  
Matt Butler, AFSCME Council 61  
AFSCME Iowa

**Negotiation Committee:**

- Don Quijano, Chief Steward
- Dan Riley, At-Large
- Mike Salvner, At-Large
- Jenn Easley, Clerical Unit
- Mark Bengel, Maintenance/Custodial Unit
- Jaime Stevens, Para-Professional Unit
- Dominic Anania, Professional Unit
- Denny Peppmeier, Secondary Roads Unit

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Angela Connolly, Chair  
Polk County Board Of Supervisors

Robert Brownell

Matt McCoy

Tom Hockensmith

Steve Van Oort

  
\_\_\_\_\_  
Jeff Edgar, Director

Department of Human Resources

Department of Human Resources

**Negotiation Committee:**

- Blair Parker, Deputy Director of HR
- Lola Evans, H.R. Benefits/Labor Relations Admin.
- Ella Voss, Compensation Administrator
- Jody McVey, HR Analyst

APPENDIX A  
JOB CLASSIFICATIONS

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

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

SECONDARY ROADS UNIT

JOB CLASSIFICATION	GRADE
Mechanic	19
Equipment Operator	17
Planning and Zoning Specialist	19
Parts Supply Clerk	14

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

Hourly Rate	Pieces of Equipment
\$1.00	<ul style="list-style-type: none"> <li>Dragline</li> <li>Hydraulic Excavator</li> <li>Bulldozer (finish)</li> <li>Motor Patrol (finish)</li> <li>Street Sweeper</li> </ul>

Pesticide Application

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

**MAINTENANCE/CUSTODIAL UNIT**

<b>Job Classification</b>	<b>Grade</b>	<b>Job Classification</b>	<b>Grade</b>
Lead System Specialist	22	Building Technician Coordinator	14
Engineering System Specialist	21	Jail Services Aide	12
Stationary Engineer	19	Jail Food Services Worker	12
Electrician	19	++Elections Maintenance Laborer	10
Carpenter	18	Building Technician	9
Painter	18	Cook	9
Grounds Maintenance Specialist	16	++ Facility Attendant	7
Building Attendant	15		
Maintenance Worker	15		

++ Designates classification does not advance above sixteen percent above the Minimum of the pay grade in part-time status.

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

## CLERICAL UNIT

<b>Job Classification</b>	<b>Grade</b>	<b>Job Classification</b>	<b>Grade</b>
Medical Transcriptionist	16	Civil Process Clerk	12
Civil Process Specialist	16	Elections Maintenance Clerk	12
Secretary	15	Financial Assistance Clerk	12
Legal Secretary	15	Multi-Service Clerk	12
Medical Secretary	14	Property Description Clerk	12
Recording Clerk	14	Records Clerk	12
Senior Records Clerk	14	Office Specialist	11
Universal Cashier	14	Evidence Clerk	11
Storekeeper	13	Accounting Clerk	11
Passport Services Rep.	13	Stores Worker	11
Senior Evidence Clerk	13	Stores/mail Worker	11
Senior Accounting Clerk	13	Mail Room Clerk	9
Vehicle Impound Clerk	13	Office Generalist	9
Records/Information Tech	12	Visitor Services Clerk	9
Booking Clerk	12	++ Elections Office Clerk	6

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

**PARAPROFESSIONAL UNIT**

<b>Job Classification</b>	<b>Grade</b>	<b>Job Classification</b>	<b>Grade</b>
Code Enforcement Coordinator	22	Victim Witness Liaison Bi-Lingual	16
Senior Design Technician	22	Water Resources Outreach Coord.	16
Senior Engineering Technician	21	Youth Intake Specialist	16
Building Code Officer	20	Youth Services Worker	16
Design Technician	20	Youth Transporter	16
GIS Mapping Specialist	20	Accounting Technician	15
Housing Specialist	20	License Reinstatement Coordinator	15
Civil Design Technician	20	Program Specialist	15
Code Enforcement Officer	19	++ Security Officer	15
Forensic Lab Assistant	19	Senior Printing Technician	15
Property Description Specialist	19	Tax Analyst	15
Field Support Specialist	18	Vehicle Specialist	15
Engineering Technician	18	Elections Technology Coordinator	15
Air Quality Compliance Technician	18	Court Security Officer	14
Senior Property Description Tech.	18	Elections Coordinator	14
Financial Reports Specialist	17	Evidence Technician	14
ID Technician	17	Licensed Practical Nurse	14
Legal Assistant	17	Printing Technician	13
Cash Management Technician	16	Weapons Permit Technician	13
Control Center Specialist	16	Certified Medical Assistant	12
Jail Services Program Coordinator	16	Certified Medical Asst. Bi-Lingual	12
Property Description Technician	16	Health Navigator BIL	12
Program Monitor	16	Social Worker Aide	12
STI Data Coordinator	16	Youth Services Aide	12
Victim Witness Liaison	16	Program Aide	11
		Stores Worker/Program Aide	11

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

## **PROFESSIONAL UNIT**

<b>Job Classification</b>	<b>Grade</b>
Assistant County Attorney	See Appendix D
Air Permit Engineer	26
Landuse Planning Coordinator	26
Planner	23
Emergency Preparedness Coordinator	22
Investigator*	22
Lead Medicolegal Death Investigator	22
Health Services Coordinator	21
Medicolegal Death Investigator	21
Lead Public Health Investigator	21
Public Health Planner	21
Nurse Team Lead	21
Senior Social Worker*	21
Air Quality Specialist	20
Counselor	20
Lead Abatement Coordinator*	20
Nurse Case Manager	20
Registered Nurse	20
BHDS Coordination Specialist*	19
Juvenile Court Specialist*	19
Lead Inspector*	19
Medical Technologist	19
Public Health Investigator*	19
Social Worker*	19
Financial Assistance Specialist*	18
Union President	18
County Veteran Service Officer*	18
Archivist	17

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

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

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

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

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

**AFSCME BARGAINING UNITS**  
**Secondary Roads, Clerical, Maintenance/Custodial**  
**Paraprofessional and Professional**  
**5% Effective July 1, 2022**

<b>Pay Grade</b>	<b>Minimum</b>	<b>Equiv. Hourly Rate Min.</b>	<b>16% Above Minimum</b>	<b>Equiv. Hrly Rate 16% Above Min.</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Equiv. Hourly Rate Max</b>
6	\$35,699	\$17.105	\$41,411	\$19.842	\$40,997	\$46,295	\$22.183
7	\$37,308	\$17.876	\$43,277	\$20.736	\$42,861	\$48,414	\$23.198
8	\$38,978	\$18.677	\$45,214	\$21.665	\$44,812	\$50,645	\$24.267
9	\$40,753	\$19.527	\$47,273	\$22.651	\$46,880	\$53,006	\$25.398
10	\$42,602	\$20.413	\$49,418	\$23.679	\$49,033	\$55,463	\$26.575
11	\$44,548	\$21.345	\$51,676	\$24.761	\$51,296	\$58,043	\$27.812
12	\$46,587	\$22.322	\$54,041	\$25.894	\$53,673	\$60,759	\$29.113
13	\$48,732	\$23.350	\$56,529	\$27.086	\$56,170	\$63,607	\$30.478
14	\$51,000	\$24.437	\$59,160	\$28.347	\$58,802	\$66,603	\$31.913
15	\$53,364	\$25.570	\$61,902	\$29.661	\$61,555	\$69,746	\$33.419
16	\$55,842	\$26.757	\$64,777	\$31.038	\$64,442	\$73,042	\$34.999
17	\$58,456	\$28.010	\$67,809	\$32.491	\$67,487	\$76,517	\$36.664
18	\$61,198	\$29.323	\$70,990	\$34.015	\$70,673	\$80,148	\$38.403
19	\$64,076	\$30.702	\$74,328	\$35.615	\$74,025	\$83,973	\$40.236
20	\$67,099	\$32.151	\$77,835	\$37.295	\$77,531	\$87,962	\$42.148
21	\$70,269	\$33.670	\$81,512	\$39.057	\$81,223	\$92,177	\$44.167
22	\$73,609	\$35.270	\$85,386	\$40.913	\$85,107	\$96,605	\$46.289
23	\$77,098	\$36.942	\$89,434	\$42.853	\$89,169	\$101,239	\$48.509
24	\$80,774	\$38.703	\$93,698	\$44.896	\$93,444	\$106,114	\$50.845
25	\$84,612	\$40.542	\$98,150	\$47.029	\$97,924	\$111,235	\$53.299
26	\$88,663	\$42.483	\$102,849	\$49.281	\$102,635	\$116,607	\$55.873
27	\$92,921	\$44.524	\$107,788	\$51.647	\$107,589	\$122,257	\$58.580
28	\$97,378	\$46.659	\$112,958	\$54.125	\$112,775	\$128,172	\$61.414
29	\$102,065	\$48.905	\$118,395	\$56.730	\$118,238	\$134,411	\$64.404
30	\$106,988	\$51.264	\$124,106	\$59.466	\$123,960	\$140,932	\$67.529
31	\$112,156	\$53.740	\$130,101	\$62.339	\$129,975	\$147,793	\$70.816
32	\$117,572	\$56.335	\$136,384	\$65.349	\$136,252	\$154,931	\$74.236
33	\$123,251	\$59.057	\$142,971	\$68.506	\$142,833	\$162,415	\$77.822
34	\$129,205	\$61.909	\$149,878	\$71.815	\$149,732	\$170,259	\$81.581



4% anniversary increases until maximum of range.

For part-time hourly rates, divide the annual salary by 2087 hours and round to 3 decimals.

Round up the 3rd digit if the 4th digit is 5 or above.

**AFSCME BARGAINING UNITS**  
**Secondary Roads, Clerical, Maintenance/Custodial**  
**Paraprofessional and Professional**  
**4% Effective July 1, 2023**

<b>Pay Grade</b>	<b>Minimum</b>	<b>Equiv. Hourly Rate Min.</b>	<b>16% Above Minimum</b>	<b>Equiv. Hrly Rate 16% Above Min.</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Equiv. Hourly Rate Max</b>
6	\$37,127	\$17.790	\$43,067	\$20.636	\$42,637	\$48,147	\$23.070
7	\$38,800	\$18.591	\$45,008	\$21.566	\$44,576	\$50,351	\$24.126
8	\$40,537	\$19.424	\$47,023	\$22.531	\$46,604	\$52,671	\$25.238
9	\$42,383	\$20.308	\$49,164	\$23.557	\$48,755	\$55,126	\$26.414
10	\$44,306	\$21.230	\$51,395	\$24.626	\$50,994	\$57,682	\$27.639
11	\$46,330	\$22.199	\$53,743	\$25.751	\$53,348	\$60,365	\$28.924
12	\$48,450	\$23.215	\$56,202	\$26.930	\$55,820	\$63,189	\$30.277
13	\$50,681	\$24.284	\$58,790	\$28.170	\$58,416	\$66,151	\$31.697
14	\$53,040	\$25.414	\$61,526	\$29.481	\$61,154	\$69,267	\$33.190
15	\$55,499	\$26.593	\$64,379	\$30.848	\$64,018	\$72,536	\$34.756
16	\$58,076	\$27.828	\$67,368	\$32.280	\$67,020	\$75,964	\$36.399
17	\$60,794	\$29.130	\$70,521	\$33.791	\$70,186	\$79,578	\$38.130
18	\$63,646	\$30.496	\$73,829	\$35.376	\$73,500	\$83,354	\$39.940
19	\$66,639	\$31.931	\$77,301	\$37.039	\$76,986	\$87,332	\$41.846
20	\$69,783	\$33.437	\$80,948	\$38.787	\$80,632	\$91,480	\$43.833
21	\$73,080	\$35.017	\$84,773	\$40.620	\$84,472	\$95,864	\$45.934
22	\$76,553	\$36.681	\$88,801	\$42.550	\$88,511	\$100,469	\$48.140
23	\$80,182	\$38.420	\$93,011	\$44.567	\$92,736	\$105,289	\$50.450
24	\$84,005	\$40.252	\$97,446	\$46.692	\$97,182	\$110,359	\$52.879
25	\$87,996	\$42.164	\$102,075	\$48.910	\$101,840	\$115,684	\$55.431
26	\$92,210	\$44.183	\$106,964	\$51.253	\$106,741	\$121,271	\$58.108
27	\$96,638	\$46.305	\$112,100	\$53.713	\$111,893	\$127,147	\$60.923
28	\$101,273	\$48.526	\$117,477	\$56.290	\$117,286	\$133,299	\$63.871
29	\$106,148	\$50.862	\$123,132	\$59.000	\$122,968	\$139,787	\$66.980
30	\$111,268	\$53.315	\$129,071	\$61.845	\$128,919	\$146,569	\$70.230
31	\$116,642	\$55.890	\$135,305	\$64.832	\$135,174	\$153,705	\$73.649

32	\$122,275	\$58.589	\$141,839	\$67.963	\$141,702	\$161,128	\$77.206
33	\$128,181	\$61.419	\$148,690	\$71.246	\$148,547	\$168,912	\$80.935
34	\$134,373	\$64.386	\$155,873	\$74.688	\$155,721	\$177,069	\$84.844

4% anniversary increases until maximum of range.

For part-time hourly rates, divide the annual salary by 2087 hours and round to 3 decimals.

Round up the 3rd digit if the 4th digit is 5 or above.

**AFSCME BARGAINING UNITS**  
**Secondary Roads, Clerical, Maintenance/Custodial**  
**Paraprofessional and Professional**  
**4% Effective July 1, 2024**

<b>Pay Grade</b>	<b>Minimum</b>	<b>Equiv. Hourly Rate Min.</b>	<b>16% Above Minimum</b>	<b>Equiv. Hrly Rate 16% Above Min.</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Equiv. Hourly Rate Max</b>
6	\$38,612	\$18.501	\$44,790	\$21.461	\$44,343	\$50,073	\$23.993
7	\$40,352	\$19.335	\$46,808	\$22.428	\$46,359	\$52,365	\$25.091
8	\$42,158	\$20.200	\$48,903	\$23.432	\$48,468	\$54,778	\$26.247
9	\$44,078	\$21.120	\$51,130	\$24.499	\$50,705	\$57,331	\$27.471
10	\$46,078	\$22.079	\$53,450	\$25.611	\$53,034	\$59,989	\$28.744
11	\$48,183	\$23.087	\$55,892	\$26.781	\$55,482	\$62,780	\$30.081
12	\$50,388	\$24.144	\$58,450	\$28.007	\$58,053	\$65,717	\$31.489
13	\$52,708	\$25.255	\$61,141	\$29.296	\$60,753	\$68,797	\$32.965
14	\$55,162	\$26.431	\$63,988	\$30.660	\$63,600	\$72,038	\$34.517
15	\$57,719	\$27.656	\$66,954	\$32.081	\$66,578	\$75,437	\$36.146
16	\$60,399	\$28.941	\$70,063	\$33.571	\$69,701	\$79,003	\$37.855
17	\$63,226	\$30.295	\$73,342	\$35.142	\$72,994	\$82,761	\$39.655
18	\$66,192	\$31.716	\$76,783	\$36.791	\$76,440	\$86,688	\$41.537
19	\$69,305	\$33.208	\$80,394	\$38.521	\$80,065	\$90,825	\$43.519
20	\$72,574	\$34.774	\$84,186	\$40.338	\$83,857	\$95,139	\$45.586
21	\$76,003	\$36.417	\$88,163	\$42.244	\$87,851	\$99,699	\$47.771
22	\$79,615	\$38.148	\$92,353	\$44.252	\$92,052	\$104,488	\$50.066
23	\$83,389	\$39.956	\$96,731	\$46.349	\$96,445	\$109,501	\$52.468
24	\$87,365	\$41.862	\$101,343	\$48.559	\$101,069	\$114,773	\$54.994
25	\$91,516	\$43.851	\$106,159	\$50.867	\$105,914	\$120,311	\$57.648
26	\$95,898	\$45.950	\$111,242	\$53.302	\$111,010	\$126,122	\$60.432
27	\$100,504	\$48.157	\$116,585	\$55.862	\$116,369	\$132,233	\$63.360
28	\$105,324	\$50.467	\$122,176	\$58.541	\$121,978	\$138,631	\$66.426

29	\$110,394	\$52.896	\$128,057	\$61.359	\$127,886	\$145,378	\$69.659
30	\$115,719	\$55.448	\$134,234	\$64.319	\$134,076	\$152,432	\$73.039
31	\$121,308	\$58.126	\$140,717	\$67.425	\$140,581	\$159,853	\$76.595
32	\$127,166	\$60.932	\$147,513	\$70.682	\$147,370	\$167,573	\$80.294
33	\$133,308	\$63.875	\$154,637	\$74.095	\$154,488	\$175,668	\$84.172
34	\$139,748	\$66.961	\$162,108	\$77.675	\$161,950	\$184,152	\$88.238

4% anniversary increases until maximum of range.

For part-time hourly rates, divide the annual salary by 2087 hours and round to 3 decimals.

Round up the 3rd digit if the 4th digit is 5 or above.

APPENDIX C  
[RESERVED]

APPENDIX D

PAY MATRIX/ENTRY AND ADVANCEMENT

ATTORNEYS (COUNTY ATTORNEY)

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

**Polk County Attorney  
Pay Matrix and Advancement Schedule  
For Employees Hired Prior to 7/1/12  
5% General Increase to Base Salary Ranges FY 22/23**

<b>Step Schedule</b>	<b>FY 21/22 Salary</b>	<b>Equivalent Hourly Rate</b>
Entry Step	\$81,619	\$39.108
Step 1 - After 1 year at Entry Step	\$87,288	\$41.825
Step 2 - After 1 year at Step 1	\$94,376	\$45.221
Step 3 - After 1 year at Step 2	\$101,458	\$48.614
Step 4 - After 1 year at Step 3	\$108,544	\$52.010
Step 5 - After 1 year at Step 4	\$115,633	\$55.406
Step 6 - After 1 year at Step 5	\$122,720	\$58.802
Step 6M - Merit*	\$126,263	\$60.500
Step 7 - After 1 year at Step 6	\$129,805	\$62.197
Step 7M - Merit*	\$133,346	\$63.894
Step 8 - After 1 year at Step 7	\$136,890	\$65.592
Step 8M - Merit*	\$140,429	\$67.287
Step 9 - After 1 year at Step 8	\$143,975	\$68.987
Step 9M - Merit*	\$147,517	\$70.684

Step 10 - After 1 year at Step 9	\$151,062	\$72.382
Step 10M - Merit*	\$154,602	\$74.079

**Polk County Attorney  
Open Pay Range  
For Employees Hired On or After 7/1/12**

Grade	Minimum	Entry Hourly Equivalent	Midpoint	Maximum
ATTY	\$89,891	\$43.072	\$122,247	\$154,602

5% anniversary increases until maximum of range.

For part-time equivalent hourly rates: Divide the annual salary by 2087 hours and round to 3 decimals.

**Polk County Attorney  
Pay Matrix and Advancement Schedule  
For Employees Hired Prior to 7/1/12  
4% General Increase to Base Salary Ranges FY 23/24**

Step Schedule	FY 21/22 Salary	Equivalent Hourly Rate
Entry Step	\$84,884	\$40.673
Step 1 - After 1 year at Entry Step	\$90,780	\$43.498
Step 2 - After 1 year at Step 1	\$98,151	\$47.030
Step 3 - After 1 year at Step 2	\$105,516	\$50.559
Step 4 - After 1 year at Step 3	\$112,886	\$54.090
Step 5 - After 1 year at Step 4	\$120,258	\$57.622
Step 6 - After 1 year at Step 5	\$127,629	\$61.154
Step 6M - Merit*	\$131,314	\$62.920
Step 7 - After 1 year at Step 6	\$134,997	\$64.685
Step 7M - Merit*	\$138,680	\$66.449
Step 8 - After 1 year at Step 7	\$142,366	\$68.216
Step 8M - Merit*	\$146,046	\$69.979
Step 9 - After 1 year at Step 8	\$149,734	\$71.746
Step 9M - Merit*	\$153,418	\$73.511
Step 10 - After 1 year at Step 9	\$157,104	\$75.277
Step 10M - Merit*	\$160,786	\$77.042

**Polk County Attorney  
Open Pay Range  
For Employees Hired On or After 7/1/12**

<b>Grade</b>	<b>Minimum</b>	<b>Entry Hourly Equivalent</b>	<b>Midpoint</b>	<b>Maximum</b>
ATTY	\$93,487	\$44.795	\$127,137	\$160,786

5% anniversary increases until maximum of range.

For part-time equivalent hourly rates: Divide the annual salary by 2087 hours and round to 3 decimals.

**Polk County Attorney  
Pay Matrix and Advancement Schedule  
For Employees Hired Prior to 7/1/12  
4% General Increase to Base Salary Ranges FY 24/25**

<b>Step Schedule</b>	<b>FY 21/22 Salary</b>	<b>Equivalent Hourly Rate</b>
Entry Step	\$88,279	\$42.299
Step 1 - After 1 year at Entry Step	\$94,411	\$45.238
Step 2 - After 1 year at Step 1	\$102,077	\$48.911
Step 3 - After 1 year at Step 2	\$109,737	\$52.581
Step 4 - After 1 year at Step 3	\$117,401	\$56.253
Step 5 - After 1 year at Step 4	\$125,068	\$59.927
Step 6 - After 1 year at Step 5	\$132,734	\$63.600
Step 6M - Merit*	\$136,567	\$65.437
Step 7 - After 1 year at Step 6	\$140,397	\$67.272
Step 7M - Merit*	\$144,227	\$69.107
Step 8 - After 1 year at Step 7	\$148,061	\$70.944
Step 8M - Merit*	\$151,888	\$72.778
Step 9 - After 1 year at Step 8	\$155,723	\$74.616
Step 9M - Merit*	\$159,555	\$76.452
Step 10 - After 1 year at Step 9	\$163,388	\$78.288
Step 10M - Merit*	\$167,217	\$80.123

**Polk County Attorney**  
**Open Pay Range**  
**For Employees Hired On or After 7/1/12**

<b>Grade</b>	<b>Minimum</b>	<b>Entry Hourly Equivalent</b>	<b>Midpoint</b>	<b>Maximum</b>
ATTY	\$97,226	\$46.586	\$132,222	\$167,217

5% anniversary increases until maximum of range.

For part-time equivalent hourly rates: Divide the annual salary by 2087 hours  
and round to 3 decimals.