LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, July 29, 2020
11 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Pledge of Allegiance

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today’s agenda.

Consent Agenda
Items listed on the consent agenda are routine and will be considered by one motion without individual discussion unless the Board removes an item for separate consideration.

Resolutions
Resolution to approve Residential Parcel Split for Boland’s Second Addition, case JPS20-0007
Resolution to approve Residential Parcel Split for Teymer Addition, case JPS20-0010

Contract and Agreements
Approve and authorize Chair to sign an Iowa Department of Human Services and Juvenile Court Services Side Letter to Tracking, Monitoring and Intervention contract JUV-19-CB-6-001

Approve and authorize Chair to sign an Iowa Department of Human Services and Juvenile Court Services Side Letter to Solo Contract JUV-20-CB-6-002

Approve and authorize Chair to sign a contract between Linn County Child Development Center and Hawkeye Area Community Action Program (HACAP) on behalf of Linn County Community Services Child & Youth Development Center for a Family Support Worker to support dually eligible enrolled children effective September 1, 2020 through August 31, 2021 in the amount of $28.76 per hour

Approve updates to Management, Non-Bargaining and Confidential Personnel Manual

Approve updates and minor policy revisions to Employee Handbook

Approve and authorize chair to sign 36 month lease with Gordon Flesch Company at $237.85 a month for a copier for the IT department.

Approve and authorize chair to sign 36 month lease with Gordon Flesch Company at $169.86 a month for a copier for the Purchasing department.

Approve and authorize chair to sign 36 month lease with Gordon Flesch Company at $330.99 a month for a copier for the Human Resources department.

Approve and authorize chair to sign 36 month lease with Gordon Flesch Company at $321.97 a month for a copier for the Attorney - Juvenile department.
Approve and authorize chair to sign 36 month lease with Gordon Flesch Company at $357.62 a month for a copier for the General Assistance department.

Approve and authorize chair to sign 36 month lease with Gordon Flesch Company at $255.22 a month for a copier for the Community Services department.

Approve and authorize Chair to sign purchase order #5654 for $17,931.80 to Sentry Security Fastners, Inc. for locks for the 2nd floor of the Correctional Center.

Licenses & Permits

Approve Fireworks Permit for Paul Myers for a display at 1868 Horn Rd, Mt. Vernon, on July 31st or August 1st. Gathering of approximately 50 people. All conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Update on Linn County’s response to COVID-19

Discuss and decide on COVID-19 Budget requests

Discuss and decide on the allocation of funds to chambers of commerce and/or economic development organizations from Linn County’s authorized Fiscal Year 20201 budget of $50,000 for this purpose

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.

Claims
Discuss and decide on claims.

Board Member Reports

Correspondence

Appointments

Closed Session

The Board will enter into a closed session to discuss pending litigation, pursuant to Code of Iowa 21.5 (1)(c).

Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:
1. Conference call—telephone number 866-576-7975, access code 218839#
2. Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ____________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Boland’s Second Addition (Case # JPS20-0007) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the NESE of Section 8, Township 82 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the East quarter corner of said Section 8; thence S89°53’16”W 933.65 feet along the North line of said Northeast quarter of the Southeast quarter to the Point of Beginning; thence S0°06’44”E 330.00 feet; thence S89°53’16”W 200.00 feet; thence N0°06’44”W 330.00 feet to said North line; thence N89°53’16”E 200.00 feet along said North line to the Point of Beginning.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of April 15, 2020 as last amended on May 18, 2020 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT
1. Entrance permit required for new entrances and existing unpermitted entrances, Sec. 11 and the Unified Development Code, Article IV, Section 107-72, § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One shared entrance is allowed.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty (40’) feet of right-of-way on West Cemetery Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.
4. Depending on circumstances, an additional E-911 address sign may be required. Coordinate with Secondary Road Department at 319-892-6400.

IOWA DEPARTMENT OF TRANSPORTATION
1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
1. Submit storm water management plan for review and acceptance prior to approval of plat and / or any site grading activities.

LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.
LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. This plat lies within the 2-mile jurisdiction of the City of Fairfax. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.
7. One original and 3 complete copies of the final plat bound documents that must include the following:
   (i) Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   (iii) Surveyor’s certificate
   (iv) Auditor’s certificate
   (v) Resolution of the Planning and Zoning Commission
   (vi) Resolution of the Board of Supervisors
   (vii) Resolution of approval or waiver of review by applicable municipalities
   (viii) Treasurer’s certificate
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
   (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   (xi) Three (3) copies of the surveyor’s drawing
   (xii) A covenant for a secondary road assessment
8. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before May 18, 2021 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors’ Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by July 29, 2020 to be valid.
Passed and approved this 29th day of July, 2020

Linn County Board of Supervisors
Chair
Vice Chair
Supervisor

Aye:
Nay:
Abstain:
Absent:
Attest:

Joel Miller, Linn County Auditor

Linn County Engineer
Brad Ketels, Engineer

State of Iowa ) SS
County of Linn )
I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

______________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ____________________________,
on this _____ day of ______________________, 2020.

______________________________
Notary Public State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ______________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Teymer Addition (Case # JPS20-0010) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the SENE of Section 13, Township 86 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 13, Township 86 North, Range 8 West of the Fifth Principal Meridian; thence S0°56'54"E along the east line of said Northeast Quarter, 761.89 feet; thence S89°26'06"W, 260.81 feet; thence northwesterly 160.22' along the arc of a 100.00 foot radius curve, concave northeasterly, chord bears N44°39'57"W, 143.62 feet; thence N1°14'01"E, 659.05 feet to the north line of said Northeast Quarter of the Northeast Quarter; thence N89°25'59"E, 334.98 feet to the point of beginning.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of May 20, 2020 as last amended on June 15, 2020 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT
1. Entrance permit required for new entrances and existing unpermitted entrances, Sec. 11 of the Unified Development Code, Article IV, Section 107-72, § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on W Otter Road adjacent to development shall be dedicated to the County for road purposes. Decorative rocks, walls, or other items that may identify the owner or address of the property are not allowed within the road right-of-way.
3. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION
1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.
LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.
6. One original and 3 complete copies of the final plat bound documents that must include the following:
   (i) Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   (iii) Surveyor’s certificate
   (iv) Auditor’s certificate
   (v) Resolution of the Planning and Zoning Commission
   (vi) Resolution of the Board of Supervisors
   (vii) Resolution of approval or waiver of review by applicable municipalities
   (viii) Treasurer’s certificate
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
   (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   (xi) Three (3) copies of the surveyor’s drawing
   (xii) A covenant for a secondary road assessment
7. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before JUNE 15, 2021 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors’ Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

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Passed and approved this 29th day of July, 2020

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:
Nay:
Abstain:
Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa ) SS
County of Linn )
I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

________________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ________________________,
on this _____ day of ______________________, 2020.

________________________________________
Notary Public State of Iowa
IOWA DEPARTMENT OF HUMAN SERVICES AND JUVENILE COURT SERVICES SIDE LETTER TO TRACKING, MONITORING & INTERVENTION CONTRACT JUV-19-CB-6-001

Whereas, an outbreak of COVID-19 has caused events that no human foresight could anticipate or avoid. This event has caused a delay or impossibility of performance beyond the fault or negligence of the parties. The parties agree that during this outbreak, and at least until the end of the Governor of Iowa’s proclamations of disaster emergency related to COVID-19 outbreak, the Contract shall be modified due to these events in accordance with the force majeure provisions therein.

Therefore, the Scope of Services and payment terms in the Contract are amended to accommodate the emergency events during this time as follows:

- This is to ratify that starting on March 16, 2020, Parties to this Contract agreed Linn County Community Services could continue to claim for services with the following modifications to the scope of work:
  - Contractor shall continue to accept new referrals.
  - Contractor shall convene initial admits by video conferencing or phone.
  - Contractor shall get approval from JCS before making contact with a referred youth in the home. Once approval is given, Contractor shall instruct staff to call ahead to question families on how they are feeling, if they have a fever or other COVID symptoms, if they have traveled outside of the state or country in last 14 days and if they have been in contact with someone who has tested positive for the virus before making a visit to the home.
  - Contractor may allow tracking services to continue with the youth from a distance. All visits need to be documented in the case file.
  - Contractor may allow intervention services to continue with the youth from a distance. All visits need to be documented in the case file.
  - Contractor shall suspend community service projects until it is deemed safe to resume them.
  - Contractor shall continue services for youth who cannot be seen in the home by teleconferencing and phone.
  - Teleconferencing shall be done by an approved encrypted web chat service to insure confidentiality.

Reinstatement of Services. When the Governor’s disaster proclamations end, and as soon as practical, the services and associated payment set forth in the Contract will be reinstated. The Agency will send a notice to the Contractor containing a specific date for services to resume.
**Ratification & Authorization.** Each party to this Side Letter represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Side Letter, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Side Letter, and that this constitutes a legal, valid, and binding obligation.

**Execution.** IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Side Letter and have caused their duly authorized representatives to execute this Side Letter.

**Contractor, Linn County Board of Supervisors**

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**Agency, Iowa Department of Human Services**

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**Juvenile Court Services, 6th Judicial District of Iowa**

**Christopher Wyatt**

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**Printed Name**

**Title**
Whereas, an outbreak of COVID-19 has caused events that no human foresight could anticipate or avoid. This event has caused a delay or impossibility of performance beyond the fault or negligence of the parties. The parties agree that during this outbreak, and at least until the end of the Governor of Iowa’s proclamations of disaster emergency related to COVID-19 outbreak, the Contract shall be modified due to these events in accordance with the force majeure provisions therein.

Therefore, the Scope of Services and payment terms in the Contract are amended to accommodate the emergency events during this time as follows:

- This is to ratify that starting on March 16, 2020, Parties to this Contract agreed Linn County Community Services could continue to claim for services with the following modifications to the scope of work:
  - Contractor shall continue to accept new referrals.
  - Contractor shall convene initial admit by video conferencing or phone.
  - Contractor shall continue services for youth by video conferencing or phone.
  - Video conferencing shall be done by an approved encrypted web chat service to insure confidentiality.

Reinstatement of Services. When the Governor’s disaster proclamations end, and as soon as practical, the services and associated payment set forth in the Contract will be reinstated. The Agency will send a notice to the Contractor containing a specific date for services to resume.

Ratification & Authorization. Each party to this Side Letter represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Side Letter, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Side Letter, and that this constitutes a legal, valid, and binding obligation.
Execution. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Side Letter and have caused their duly authorized representatives to execute this Side Letter.

**Contractor, Linn County Board of Supervisors**  
Agency, Iowa Department of Human Services

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**Juvenile Court Services, 6th Judicial District of Iowa**

**CL Wyatt**  
7/22/2020

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<td>Christopher Wyatt</td>
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<td>Printed Name</td>
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<td>6th Judicial Dist. Chief JCO</td>
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COOPERATIVE AGREEMENT
BETWEEN
HAWKEYE AREA COMMUNITY ACTION PROGRAM, INC.
AND
LINN COUNTY CHILD DEVELOPMENT CENTER

EFFECTIVE DATE: September 1, 2020 through August 31, 2021

PURPOSE OF AGREEMENT:

This agreement is made to provide financial assistance and housing for Hawkeye Area Community Action Program Inc. (HACAP) Family Support Worker to support dually-eligible enrolled children at Linn County Child Development Center located at 1020 6th Street SE, Cedar Rapids, Iowa. Dually-eligible is defined as children who meet the eligibility requirements of both HACAP Head Start and Linn County Child Development Center (LCCDC).

HACAP Head Start will provide all responsibility for provision of comprehensive, non-classroom Head Start services to Head Start enrolled children. Comprehensive services will include:
- Social Services to families
- Parent Involvement activities
- Health Screening and follow up
- Special Services referral
- Provision of a parent handbook that explains the Head Start comprehensive services

RESPONSIBILITIES:

Linn County Child Development Center agrees:

1. To reimburse HACAP for the Family Support Worker hours worked at $28.76 per hour, twenty hours weekly.
2. To provide use of space located at 1020 6th Street SE for comprehensive, non-classroom Head Start services.
3. To provide office space for the HACAP Family Resource Center staff.
4. To work with HACAP Family Support Worker to coordinate Policy Council involvement.

HACAP agrees:

1. To provide supervision of the .5 FTE Head Start Family Support Worker for the hours employed by Head Start.
2. To provide equipment and supplies for all FSW Head Start activities.
3. To maintain cleanliness of space assigned to HACAP Head Start.
4. To provide liability insurance coverage on equipment and persons involved in the programs.
5. Prohibit smoking in the building and on the grounds by staff.

The parties further agree that:

HACAP will send LCCDC a monthly invoice, for which payment will be made by the County within 30 days of receipt. The monthly invoice should be sent to the following address: Linn County Community Services, 1240 26th Avenue Court S.W. Cedar Rapids, Iowa 52404

The parties agree that the Family Support Worker may work up to 40 hours per week the month of August for the enrollment process and upon both parties approval.
Equipment at the Center may be the property of LCCDC or HACAP with each retaining all rights and control of its respective property. The parties agree to use reasonable care to protect supplies and equipment, which belong to either party to protect against unreasonable service and cost.

LCCDC and HACAP agree to hold each other harmless from liability for injury or damages on any type, or any other losses to any person or organization whatsoever, that may arise from the use of the premises in connection with the operations of the herein described activities.

Either party may terminate this agreement at any time for any reason by providing (30) day’s advance written notice.

This agreement constitutes the entire agreement between the parties and shall be binding upon true successors and assignees of HACAP, and the administrators, successors, and assignees of LCCDC.

This agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this contract shall remain in full force and effect.

The parties acknowledge and agree that they have carefully read an have had an opportunity to review with legal counsel all the provisions of this agreement, that they completely understand the terms and conditions as set forth in this agreement, and that they have voluntarily executed this agreement of their own free will, act and deed.

**Authorized Representative(s) for Linn County Child Development Center**

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<tr>
<th>Board of Supervisor – Linn County</th>
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<td>Gloria Witzberger</td>
<td>Date</td>
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<td>Director Linn County Child &amp; Youth Development Services</td>
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**Authorized Representatives of Hawkeye Area Community Action Program, Inc.:**

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<th>Jane Drapeaux, Chief Executive Director</th>
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<tr>
<td>Christi Regan, Early Childhood Program’s Director</td>
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LINN COUNTY, IOWA

POLICIES AND PROCEDURES

FOR MANAGEMENT,

NON-BARGAINING AND

CONFIDENTIAL PERSONNEL

JULY 1, 2020
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Introduction

The mission of Linn County is to provide all customers the most satisfying products while maintaining sound fiscal management in order to enhance the quality of life in Linn County. Success in achieving this mission is dependent on leadership that embraces Linn County’s Customer Centered Culture (LC3), welcomes the risk of ideas and allows employees the freedom to exceed customer expectations. A positive culture starts with our leaders who are expected to embrace LC3, exhibit Linn County Core Values with their teams, follow C3 principles and focus on a positive experience for all customers.

The Board of Supervisors has an ongoing commitment to embrace our culture of empowered and engaged employees who understand what customers want or expect and continue to improve Linn County. This commitment includes establishing equitable and non-discriminatory policies and procedures to promote professional working relationships, empowering employees to exceed expectations and preventing liability stemming from inconsistent and/or discriminatory practices. The Board will continually review these procedures and reserve the right to change or terminate any or all of them at any time.

It is the policy of Linn County that no person shall be discriminated against on the basis of race, creed, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, veteran or military status, political affiliation or citizenship or any other characteristic protected by law. This policy shall be followed in all areas of personnel administration, as set forth in the Linn County Affirmative Action Program. In addition, all management, non-bargaining and confidential personnel are responsible for understanding and complying with the nondiscrimination/affirmative action policies as set forth in the Affirmative Action Program and the Workplace Harassment Policy (see Linn County Employee Handbook).

Just as employees retain the right to terminate employment at any time with Linn County, for any reason, the Board of Supervisors retains the right to terminate an employee’s employment with the County at any time, for any reason. No policy or practice of the County should be construed to change this relationship. Only the Board of Supervisors has the right to modify or change this practice and such action must be in writing.

The Definition of Management, Non-Bargaining and Confidential Personnel

For the purposes of these policies and procedures, management personnel are considered as department heads and their immediate administrative assistants, line supervisors and other personnel as the Board of Supervisors may specifically designate. Non-Bargaining employees are Civil Attorneys in the Civil Division of the County Attorney’s
Office who are not designated as deputies of the County Attorney and not covered under the County Attorney bargaining unit. Confidential employees are those employees defined by Chapter 20.3, of the State Code of Iowa and so designated by Linn County Board of Supervisors. The term "Board" may be defined as the Board of Supervisors or the Board of Health or the Conservation Board, whichever may have the appropriate authority for management, confidential or non-bargaining employees. The Board of Supervisors recommends the adoption of these policies and procedures for appointed deputies of elected officials.

**Recruitment**

When a management, non-bargaining or confidential position vacancy is created, the position will be posted throughout the County for the benefit of all County employees who may wish to apply for a transfer or promotion to a management, non-bargaining or confidential position. Any exception to this process will follow established Human Resources Policies and Procedures. Subsequent or concurrent with the County posting, the Human Resources Department will recruit candidates for the position through advertisement and/or other sources recommended by the department head.

Affirmative Action guidelines will be followed for the transfer, promotion or hiring of all management, non-bargaining or confidential positions. The selection criteria will include, but not be limited to, the qualifications set forth in the job classification, demonstrated professional competency and commitment to serve the public and an evaluation of the candidate's ability to accomplish the goals established by the department head and the Board of Supervisors.

The candidate selected for the position will be submitted to the Board of Supervisors for final approval. All management, non-bargaining and confidential employee candidates are subject to post-offer criminal history review, credit review and drug screening.

**Salary Administration**

The purpose of Linn County’s classification and compensation system is to support the recruitment, success, and retention of qualified and productive employees and to encourage and reward activities that promote the County’s mission and values as a customer satisfaction-driven and fiscally responsible organization. To that end, the County desires to recruit and retain individuals who promote the values of open communication, personal integrity and respect, recognition, accountability, and positive support for each other in the work environment. Once employed, the County believes that equitable total compensation (compensation and benefits) is critical if the employees are to be successful in achieving the mission, goals and objectives of the County. The County will administer these systems in an open and equitable fashion.
There will be a 3.00% increase, or structure adjustment, to the salary ranges from June 30, 2020 (FY20) to July 1, 2020 (FY21). The salary ranges effective July 1, 2020, the list of job classifications for management, non-bargaining and confidential employees and the salary range assigned to each classification are included in this document. Should the County not have sufficient funds to grant in-range adjustments, the County may elect not to apply any salary structure adjustments for any given year.

Salary ranges have been established based on a formal job evaluation process and an internal equity analysis and review. In the most recent management classification and compensation study (completed in FY19), the salary ranges were compared with market compensation levels for the positions within each range and appropriate adjustments were made for positions where the market pay was not consistent with the established salary range. Pay grade midpoints approximate the actual median base salaries paid to positions in the relevant labor market(s) reported in the salary survey results.

Employees at or above the midpoint of the salary range on June 30, 2020 will receive a salary increase effective July 1, 2020 of 3.00% (this increase is concurrent with the 3.00% increase to the salary ranges and not in addition to the salary range increase). Employees below the midpoint on June 30, 2020 and whose overall performance level is rated as "successful" or above will be eligible for movement to the next increment level on the salary ranges effective July 1, 2020.

Department heads will start new employees at the minimum of the salary range unless a new employee has credentials, experience or other relevant criteria to warrant a starting salary above the minimum. The department head may start well qualified employees above the minimum (but below the midpoint) upon approval from the Human Resources Director. Employees with a starting salary below the midpoint are always placed on an increment (step) level unless the Human Resources Director approves an exception. Salaries set at or above the midpoint require approval from the Human Resources Director and the Board of Supervisors (or Board of Health or Conservation Board). Employees do not receive an increase in salary at the end of their probationary period unless there are extenuating circumstances and the Human Resources Director approves an exception.

Assuming “successful” performance, step movements occur annually on July 1st of each fiscal year. Date of hire during a fiscal year determines whether or not an employee is eligible for a step movement on July 1st. Employees hired or promoted in the last quarter of the fiscal year are not eligible for a step movement on July 1st, but must wait until the following July 1st. Any exceptions must be approved by the Human Resources Director.

The salary schedule for the confidential employees classified as Clerk Typist, HR Clerical Specialist and Administrative Secretary will parallel that of a comparable position.
and pay grade in the Linn County/AFSCME Clerical Labor Agreement with the exception that each hourly rate is twenty-five cents ($ .25) above the corresponding hourly rate of the AFSCME Labor Agreement. Employees in the above listed job classifications will receive a Performance Evaluation during the same cycle and using the same method described below (see Evaluations section). A level of performance is not required for a salary increase; they progress through the step system annually on their position anniversary date.

Reclassification/Upgrade

An employee who is advanced to a higher pay grade through reclassification or classification upgrade shall have his/her salary set within the range of the new pay grade to one of the following:

a. the minimum of the assigned pay grade; or
b. at a rate between the minimum and midpoint of assigned salary range, but not to exceed the midpoint of the assigned pay range for the new job classification; or
c. if the employee is already close, at, or above the midpoint of the pay range for the new job classification, then the Human Resources Director, in conjunction with the employee’s department head, shall determine the appropriate salary amount.

An employee who is reduced to a lower pay grade by reclassification or upgrade action may retain the previous rate of pay so long as it does not exceed the midpoint of the new pay range unless authorization is received from the Human Resources Director. In no case shall the salary exceed the maximum of the new pay grade.

Promotion

An employee promoted to a position in a higher pay grade may have his/her salary established within the range of the new assigned pay grade to one of the following:

a. the minimum of the salary grade (pay range); or
b. one step movement if the movement allows for a five percent (5%) or greater increase; or
c. five to ten percent (5% to 10%) above the employee’s current salary. In the event that an individual is currently receiving a salary that exceeds the maximum of the salary range for the new job, then the employee shall receive no increase in base compensation.

Probationary Status

All management and confidential personnel other than department heads will be on probationary status for a six (6) month period. This probationary period may be waived, reduced or extended by the department head. A review of job performance shall be conducted by the immediate supervisor and reviewed by the department head prior to
the end of the probationary period. As noted in the Salary Administration section above, employees who complete their probation period successfully do not move up a step on the salary schedule. Employees on probationary status may be terminated from employment for any reason. Confidential employees paid according the AFSCME Labor Agreement plus twenty-five cents ($ .25) per hour are eligible for a step increase at the end of a three (3) calendar month probationary period.

**Management and Confidential Evaluations**

It is the policy of the Linn County Board of Supervisors that employees classified as management, non-bargaining and confidential employees shall receive their annual salary increases based on an evaluation of their job performance using the County’s online Performance Evaluation system.

To document the employee’s performance, coaching, or “check-in” conversations should occur 2-3 times per year and include an annual overall evaluation based on the employee’s performance during the preceding twelve (12) months. Note: Public Health managers receive their performance evaluations on their work anniversaries per the Linn County Board of Health.

Any manager, non-bargaining or confidential employee who receives less than a “successful” overall performance evaluation will be placed on a Performance Improvement Plan (PIP) and should receive a second performance evaluation before September 30, 2020 to determine satisfactory job performance. If the employee receives a rating of “successful” or greater at that time, the salary increase would be effective October 1st of the new fiscal year. If the employee is unable to bring his/her performance up to a “successful” or greater level in this time frame, they will receive no annual raise and will be subject to a continued PIP to bring their performance up to a satisfactory level within a defined time frame. At the end of this time frame, if the employee is still unable to bring his/her performance up to a satisfactory level, they will be terminated for the inability to meet job performance expectations.

**Exceptional Contribution Program**

The Board of Supervisors has established an Exceptional Contribution Program for management, non-bargaining and confidential employees. The purpose of the program is to provide discretionary compensation to eligible employees as a special recognition and reward for exceptional performance, substantial contribution and significant accomplishments above and beyond regular and expected work performance and responsibilities.
Purpose:

To provide discretionary compensation to eligible employees as a special recognition and reward for exceptional performance, substantial contribution and significant accomplishments above and beyond regular and expected work performance and responsibilities.

Eligibility: Must meet all criteria for eligibility.

1. Member of the non-bargaining group of Linn County Iowa including appointed personnel/deputies of elected officials.
2. Elected officials are not eligible.
3. At least 75% FTE (minimum of a 30 hour per week schedule).
4. Active Linn County employee for a continuous 12-month period and at the time of award.
5. No formal disciplinary actions for the previous 12 months.
6. Must have received a “2” performance rating for the most recent performance period.
7. May not be rewarded twice for the same achievement.

Appropriate Use of Exceptional Contribution Compensation (The following examples are not all-inclusive):

- Successful completion of major and significant projects, programs and initiatives that specifically support, on an exceptional basis, mission-critical County initiatives identified for the current year, adopted budget, or strategic plan.
- Significant cost savings/efficiencies/revenue generating opportunities beyond normal expectations.
- Extraordinary contribution and effort during critical, crisis and emergency situations.
- Consistent expansion of the scope and level of job beyond expected job growth and regularly assigned duties.

Inappropriate Use of Exceptional Contribution Compensation (The following examples are not all-inclusive):

- Recognition of long-term service or commitment.
- Performance within normal and reasonable expectations of the job recognizing that ongoing growth within the job based on experience and continuous learning is a normal expectation.
- Completion of required career goals, certifications, or education.
- Effort without significant success, impact and contribution to the organization.
- Personal attributes of an employee.
Funding:

As approved each year by the Board of Supervisors, a pool of funds to be determined annually, will be allocated to this program. The budgetary objective of the program is for the funds allocated to not exceed the annual budget; however, once all funds have been paid during the year, additional funds may be requested by the committee in extraordinary circumstances to the Board of Supervisors. There is no guarantee of funding of this program from year to year nor is any employee guaranteed exceptional contribution compensation.

DISCRETIONARY COMPENSATION AMOUNTS:

Amounts may range from $1,000 to $5,000 and will be paid as a lump sum, non-add to base payment and will not be benefits bearing in benefit calculations. All exceptional contribution compensation is considered taxable income and will not be grossed up for taxes.

The nominating party will make a recommendation for the amount of exceptional contribution compensation. The committee will make the final recommendations to the Board. However, no specific payment amount is assured until approved by the Board of Supervisors.

PROCESS AND GUIDELINES:

Committee: An employee committee consisting of seven (7) non-bargaining employees. An elected official may be included as one of the committee members. Each committee member will be appointed to a 2-year term with the option of continuing service an additional 1 or 2 years. The Human Resources Director will serve as the committee chairperson.

Time Period: The committee will meet annually during the first quarter of the fiscal year to review and determine successful nominations. Nominations are allowed in the first month (July) of the fiscal year and should refer to activity from the preceding fiscal year; however, the activity may also continue into the current fiscal year.

Nominating Parties: Any Linn County employee including Elected Officials may nominate another employee. The nominating party must use Linn County’s Exceptional Contribution Form obtained from the Human Resources Department or on the Linn County website. Additional documentation may be submitted with the form, however, clarity and conciseness in explanation is encouraged. Nomination is a confidential process and nominating employees are encouraged to use discretion when making a nomination until the award is announced.
**Department Responsibility:** Department Directors will assume responsibility for forwarding the nomination to the committee and must approve the nomination before the nomination can be submitted to the committee. If an employee has transferred departments, the current and previous Department Director must approve the nomination.

**Committee Process:** The Exceptional Contribution committee will determine if the nominated action and employee is in compliance with applicable policies and procedures and the amount of suggested compensation. Personal representation by the nominating party to the committee is not allowed. Based on the number of valid nominations, the committee may make judgments regarding the relative merit of the nominations and compensation will be paid to the highest priority nominations determined for award within the limits of the available budget or if a request for additional funds is made to the Board of Supervisors.

A simple majority of the committee must approve the nomination for compensation. A committee member must recuse him/herself if the nominated party is a current, direct subordinate or an immediate family member.

The decision of the committee is final; however, a similar nomination of the same employee and activity may be resubmitted during the next fiscal year as long as the nominating party provides additional and/or expanded information and rationale supporting the nomination.

Nominating parties will be notified of the result by the Chairperson or his/her designee.

The committee will submit the request for exceptional contribution compensation to the Board of Supervisors through the Human Resources Director (Chairperson). No payment is guaranteed until approved by the Board.

**Employee Recognition:** Successful nominations will be recognized at Linn County's Employee Recognition Breakfast and in the County’s Linn County Link newsletter publication.

**Flexible Time**

Many times the duties of department heads and management, non-bargaining or confidential employees require more work than the normal forty (40) hour work week. In recognition of this fact, the Board of Supervisors endorses the concept of flexible work time. Flexible work time allows management employees to leave early when the work load is light, provided:

a. The individual’s work performance is not impaired or decreased;
b. The change in time is not detrimental to the overall efficient operation of the department;

c. The individual has received approval and notified their immediate supervisor (and preferably their department head) as to where they may be reached in case of emergency; and

d. Department heads should keep their particular offices informed as to their schedule when not in the office.

The use of flexible time does not require documentation of hours of work accumulated over the normal forty (40) hour work week nor the use of paid leave for absences attributed to a flexible schedule. **Flexible time may not be used in increments of eight (8) or more consecutive hours.**

**Salary Basis**

Employees who are salaried and otherwise exempt from the Fair Labor Standards Act (FLSA) will not have their pay reduced for absences from work of less than one (1) day unless taking unpaid leave under FMLA. For exempt employees, the FLSA does not require full week pay for first and final partial weeks.

Disciplinary actions that include a suspension without pay may be made in single day increments or full weeks depending on the nature of the infraction.

Deductions from pay may be made for partial day absences and absences of one (1) or more full days occasioned by sickness or disability if the deduction is made in accordance with the Paid Leave policy (i.e., substituting paid leave for the absences). Deductions for full day absences may also be made before the employee has qualified under the Paid Leave Policy, and after the employee has exhausted the leave allowance provided under the policy.

**Pay Deductions from Exempt Employees**

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all managers from making any improper deductions from the salaries of exempt employees. Employees should be aware of this policy and that Linn County does not allow deductions that violate the FLSA. If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, or to the Human Resources Department. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction.
made. The reimbursement would usually occur on the payday after a determination has been made that an improper deduction occurred.

**Compensatory Time and Overtime**

Compensatory time and overtime will only be accumulated and paid out for employees who are not exempt as defined by the Fair Labor Standards Act (FLSA). Exempt employees are **not** allowed to “accrue” or “bank” hours worked above forty (40) hours in a work week for use in a future work week. One exception to this prohibition can be found under the *Extraordinary Circumstance Pay Policy* section below.

All confidential positions designated as such on the salary structure for Management, Non-Bargaining and Confidential employees are considered non-exempt (hourly). All paid leave hours shall be regarded as hours worked for the purpose of overtime computation.

**Extraordinary Circumstance Pay Policy**

In an emergency that requires the activation of the Emergency Operations Center (EOC), the Board of Supervisors will authorize straight time pay for any hours worked beyond forty-eight (48) hours in a work week for exempt employees. Employees may choose to be paid for this time or take an equivalent amount of time (compensatory) off as operational requirements permit. The maximum period of time during which this extra compensation will be allowed will be limited to a total of four (4) work weeks per emergency event. Exempt employees covered under this section include department heads, division directors, managers, supervisors, foremen and civil attorneys.

In addition, the Board of Supervisors may authorize extra compensation for exempt employees under appropriate **extenuating or extraordinary circumstances** outside of an emergency event. Such extenuating or extraordinary circumstances may include critical project completion or departmental operational emergencies. The Board may authorize straight time pay or compensatory leave for an exempt employee for hours worked over forty-eight (48) in a work week at a rate not to exceed equivalent time. Department Heads are required to obtain prior approval of the Board of Supervisors for exempt employees under their supervision with the exception of departmental operational emergencies in which case the approval of the Board must be sought and obtained as soon as is reasonably possible.

If compensatory time is granted, it must be used within the immediate twelve (12) month period following the end of the work week in which the excess hours were worked at a rate not to exceed equivalent time. Compensatory time not used within the twelve (12) month period will be forfeited.
Policies and Procedures for Management,
Non-Bargaining and Confidential
July 1, 2020

**Paid Leave**

**Scope**

The Paid Leave policy is comprised of (1) Short Term Leave and (2) Long Term Leave. This policy applies to full-time and part-time management, non-bargaining and confidential employees as defined by Chapter 20 of the Code of Iowa.

**Exclusions**

This policy does not include the paid leave attributable to the eleven (11) paid holidays (New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve Day), worker’s compensation, jury duty, bereavement leave or military leave.

**Definitions**

1. **Anniversary Date:** Employee’s date of hire as a regular (not seasonal or temporary) employee with the County.

2. **Short Term Leave:** Paid leave accrued according to Section 1(a) through 1(d) of the Specific Policy Provisions and available for use by employees subject only to the operational requirements of the employer.

3. **Long Term Leave:** Paid leave for employee illness or injury or another person’s illness or injury, as defined in Section 5(a) and accrued according to Section 2 of the Specific Policy Provisions. This leave is accessible after an initial use of twenty-four (24) consecutive hours of Short Term Leave or unpaid leave. The twenty-four (24) hours will be prorated for part-time employees. In the case of an intermittent leave for a chronic illness of the employee or an approved family member, the twenty four (24) hours Short Term Leave use need not be consecutive.

4. **Chronic Illness or Injury:** Debilitating long term or re-occurring illness or injury that requires continuing treatment by a health care provider. A health care provider must verify, in writing, the employee’s or another person’s debilitating chronic illness or injury according to Section 5(b). For more information, please refer to the Family Medical Leave Act Policy in the Employee Handbook.

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

1. Employees will accrue Short Term Leave on the employee’s monthly anniversary date with the County based on the following schedule. Short Term Leave for part-time employees is prorated based on the number of regularly scheduled hours of work.

   a) Completion of one (1) month through seventy-two (72) months (up to and including six (6) years of service): 15 hours/month or 180 hours (4.5 weeks) annually

   b) Completion of seventy-three (73) months through one hundred thirty-two (132) months (or more than six (6) years of service up to eleven (11) years of service): 18.33 hours/month or 220 hours (5.5 weeks) annually

   c) Completion of one hundred thirty-three (133) months of service through two hundred four (204) months of service (or more than eleven (11) years of service up to seventeen (17) years of service): – 21.67 hours/month or 260 hours (6.5 weeks) annually

   d) Completion of two hundred five (205) months of service (or more than seventeen (17) years of service), and thereafter: – 25 hours/month or 300 hours (7.5 weeks) annually

2. Employees with less than sixty-five (65) months of service as an employee of Linn County will accrue up to four (4) hours Long Term Leave upon completion of a calendar month of employment until they have completed sixty-five (65) months of service. If an employee’s Long Term Leave balance drops below 260 hours, the employee will begin accruing four (4) hours of Long Term Leave upon completion of a calendar month until they accumulate a balance of 260 hours at which time the monthly accrual will cease.

3. a) When the Short Term Leave balance exceeds twelve (12) times the employee’s monthly accrual rate on their annual anniversary date, he or she may exercise their option according to Section 3(b) below. Employees who accrue paid leave in excess of twenty-four (24) times the employee’s monthly accrual rate on the employee’s anniversary date must exercise their option according to 3(b) below.

   b) Accrued Short Term Leave which would bring the Short Term Leave balance above the maximum set out in Section 3(a) above will transfer into the Long Term Leave balance until such time as that leave balance reaches an accumulation of 520 hours. The maximum long term leave balance is prorated for part-time employees based on the number of regularly scheduled hours of work.
c) When an employee has at least 520 hours in the Long Term Leave balance and has accrued a Short Term Leave balance in excess of twenty-four (24) times the employee’s monthly accrual rate on the employee’s anniversary date, 25% of the excess leave will be added to the Long Term Leave balance, 50% of the excess leave will be paid at the employee’s regular rate of pay and 25% of the excess leave will be forfeited. If an employee is in an overage situation on his/her anniversary date and has not taken the required annual paid leave as specified in Section 4 below, the required hours not yet taken will be forfeited and are not subject to the payout provisions as defined in this Section.

d) Employees who terminate employment prior to their anniversary date with Linn County who have a Short Term Leave accrued balance above twenty-four (24) times the monthly accrual rate will be paid out the accrued balance at 100%. Employees are not paid cash for the balance in their Long Term Leave at any time during employment or at termination of employment. Terminating employees are allowed to use Short Term Leave to obtain one additional month of insurance coverage within a 30 calendar day period after their last physical day of work.

4. All leave is subject to the operational requirements of the Employer. Paid leave will be deducted from either the Short Term Leave balance or the Long Term Leave balance pursuant to the provisions of this policy. An employee cannot use paid leave accrued for the month until their anniversary day of the month (i.e., an employee hired on June 16th cannot use paid leave accrued for the month of July until July 16th). **Note: The new HRIS system which will go live on October 1, 2020 will accrue leave monthly on the anniversary.** All management, non-bargaining and confidential employees are required to take a minimum of eighty (80) hours (or 2 weeks) of paid leave annually. These eighty (80) hours do not have to be taken consecutively. The Board of Supervisors may require their direct reports to take consecutive time off depending on the nature of the employee’s duties.

5. a) An employee needing to take leave for personal medical reasons in excess of an initial twenty-four (24) consecutive hours may use accrued leave from the Long Term Leave balance for additional consecutive hours of leave. The employee must provide the Employer with a statement from the employee’s health care provider certifying the employee’s disability, illness or injury and the expected duration before the accrued leave from the Long Term Leave balance will be approved (FMLA Certification). Upon return from leave, the employee must submit to their supervisor a doctor’s release authorizing them to return to work.
Employees needing more leave for medical reasons for their immediate family, upon approval of the department head and in excess of the initial twenty-four (24) consecutive hours, may use an aggregate of eighty (80) hours each fiscal year. The eighty (80) hours is prorated for part-time employees.

b) Employees with a chronic illness or injury, as defined herein, are not required to use twenty-four (24) consecutive hours of paid leave before accessing the Long Term Leave balance for each incident after the initial occurrence and use of twenty-four (24) hours of Short Term Leave related to the chronic illness or injury. The initial use of Short Term Leave for a chronic illness does not need to be consecutive.

Employees caring for immediate family members with chronic illnesses or injury, as defined herein, upon approval of the department head, may use an aggregate of one hundred and twenty (120) hours per fiscal year from their Long Term Leave balance. The one hundred and twenty (120) hours includes the eighty (80) hours set forth in Section 5(a). The one hundred and twenty hours (120) is prorated for part-time employees. Employees caring for immediate family members with a chronic illnesses or injury, as defined herein, are not required to use twenty-four (24) consecutive hours of paid leave before accessing the Long Term Leave balance for each incident after the initial occurrence and use of twenty-four (24) hours of Short Term Leave related to the chronic illness or injury.

c) Paid leave for health care provider appointments will be deducted from the Short Term Leave balance. Paid leave for employees with a chronic illness or injury, as defined herein, for a health care provider appointment which is related to the illness, will be deducted from the Long Term Leave balance. Paid leave for employees needing to take leave for their immediate family with a chronic illness or injury, as defined herein, for health care provider appointments, which are related to illness, will be deducted from the Long Term Leave balance and included in the allowable 120 hours.

6. An employee may use paid leave to the extent it is available to supplement Workers’ Compensation (see page 20 – Leaves-for On-the-Job-Injuries). An initial use of twenty-four (24) hours of Short Term Leave is required. However, if the Workers’ Compensation absence exceeds fourteen (14) days, the employee is allowed immediate access to their Long Term Leave. If the employee previously used twenty-four (24) hours Short Term Leave, it will be credited back to the employee and paid by Workers’ Compensation. The employee may elect to
supplement Workers’ Compensation pay using their Long Term Leave bank. If the Long Term Leave bank is exhausted the employee may use their Short Term Leave bank.

7. An employee will earn Short Term Leave and Long Term Leave pursuant to Special Policy Provisions Section 1 (a) – (d) and Section 2 when the employee is using leave from either their Short Term Leave or Long Term Leave accounts. Except in the case of partial disability where the employee receives partial LTD benefits while continuing to work for the County, an employee will not earn paid leave when receiving benefits from the Long Term Disability Insurance plan.

8. An employee who is eligible to receive benefits from the County's Long Term Disability Insurance plan may choose those benefits or continue to use leave pursuant to this policy.

9. Employees promoted to a management, non-bargaining or confidential position from the bargaining unit will be credited for years of service when accruing their Short Term and Long Term Leave. Promoted employees will receive prorated bargaining unit vacation from their last anniversary date through their promotion date (using the employee’s monthly anniversary date). The promoted employee will begin to accrue paid leave the beginning of the next calendar month.* Promoted employees who are eligible to receive longevity will be paid their longevity on their final bargaining unit payroll check. Employees promoted to a management, non-bargaining or confidential position will start their new position at the beginning of a work week (Saturday through Friday).

*Effective 10/1/20, the monthly accruals will occur on the employee’s anniversary date during the month.

**Donated Leave**

Subject to the following conditions and limitations, Short Term Leave, comp time (leave) or holiday bank hours may be donated to any employee with a disabling or confining illness or injury who has exhausted all paid leaves, excepting only a maximum of 40 hours of accrued vacation/short term leave available to them:

1. All donated leave must be from the donor’s Short Term Leave, comp time or holiday bank account. All Requests to Donate Leave must be submitted to Human Resources in writing and signed by the donor. Human Resources shall administer the Donated Leave Program.

2. The Request To Donate Leave shall be submitted to Human Resources within 14 days of the Notice of Request to Receive Donated Leave being disseminated and shall include the number of hours the donor is requesting to donate. Once submitted, a Request to Donate Leave cannot be withdrawn. A donor may donate
leave not yet accrued as long as it has accrued by the time it is scheduled to be utilized by the donee. Leave donated but not utilized shall be restored to the donor’s leave account. Compensatory time which is restored to the donor’s account during a succeeding fiscal year shall be restored as time off.

3. Donated leave will be deducted from donors’ accounts in the order Requests To Donate Leave are submitted and will be deducted on a rotational basis with a maximum of four (4) hours leave deducted from each donor each time through the rotation until the donated leave is exhausted or the need for donated leave is met.

4. Multiple Requests to Donate Leave can be submitted within the 14 day period referred to in Paragraph 2 above. Additional Requests to Donate Leave from a donor shall be added to the end of the list of Requests to Donate Leave and deducted in the same manner as set forth in numbered paragraph three (3).

5. Donated leave must be used continuously, without interruption, until exhausted. Once donated leave time is exhausted, it cannot be restarted.

6. **Donated leave shall not count toward the accrual of any leaves**, Short Term Leave or other benefits under the Policies and Procedure for Management and Confidential Personnel. However, health and dental insurance coverage shall continue to be provided during the use of donated leave on the same basis as is provided during the use of Long Term Leave under this policy. Though Short Term Leave shall not accrue during use of donated leave, the donee’s anniversary date and last hire date shall be unaffected by use of donated leave for all purposes, including calculating years of service for short term accrual pursuant to the Paid Leave policy and the longevity schedule contained herein.

7. All Requests to Donate Leave shall be kept confidential and are on a voluntary basis.

8. Donated leave can be utilized until the donee returns to work or for a maximum of sixty (60) calendar days, whichever occurs first.

9. A donee shall receive one hour of leave for each hour of leave donated.

10. Requests to Receive Donated Leave necessitate the release of a limited amount of personal information. Employees requesting to receive donated leave shall waive any and all privacy rights or interests necessary to disseminate a Request to Receive Donated Leave to Linn County employees setting forth the name of the person requesting to receive donated leave, the county department in which they work, and the amount of donated leave anticipated to be needed. Only one Request to Receive Donated Leave shall be disseminated for a utilization of the
Donated Leave Program. The Donated Leave Program can be utilized no more than once in a six (6) month period.

11. Management employees can only receive Donated Leave from other management employees.

**Holidays**

There shall be eleven (11) regular paid holidays, namely: New Year’s Day; Martin Luther King Junior Day; Memorial Day; Independence Day; Labor Day; Veteran’s Day; Thanksgiving Day; the Friday after Thanksgiving Day; the day before Christmas, Christmas; and the day before New Year’s Day. The Board of Supervisors may schedule additional paid holidays as, in its judgment, appear appropriate.

The salary paid to management and confidential employees who work the holiday (particularly the continuous twenty-four (24) hour operations) will be determined by the department head. Confidential employees who work the holiday will be compensated at double his/her hourly rate for all hours worked on the holiday plus the holiday pay. Exempt employees do not receive additional pay for working on a holiday.

To qualify for holiday pay, the employee (full-time, part-time or temporary) must have been in the employ of the Employer for not less than thirty (30) calendar days and have worked the full scheduled work day immediately preceding and following the holiday unless excused by the Employer for good cause. Note: In the case of newly hired exempt employees who do not yet qualify for holiday pay, the FLSA does not allow a deduction to be made from their weekly pay. **Exempt employees who terminate employment with Linn County on a holiday do not need to be on pay status for the day following the holiday to receive holiday pay.**

Paid holidays falling on a Saturday will be celebrated on the preceding Friday and those falling on a Sunday will be celebrated on the succeeding Monday.

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

For the purpose of computing overtime for non-exempt employees, all holiday (worked or not worked) for which an employee is compensated (in cash or with compensatory time off) shall be regarded as hours worked.
Employees who are not exempt from the Fair Labor Standards Act (FLSA) and who work in a continuous twenty-four (24) hour operation will be compensated for the holiday according to the following section: Paid Holidays for Continuous Operations.

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

**Paid Holidays for Continuous Operations**

There shall be eleven (11) paid holidays namely: the day before New Year’s Day, New Year’s Day, Martin Luther King Junior Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas, and Christmas Day (totaling eighty-eight (88) hours) to be scheduled between the employee and the department head. The Employer may schedule additional paid holidays as, in its judgment, appear appropriate.

A *non-exempt* continuous operations employee will be credited with eighty-eight (88) hours in the employee’s holiday bank on July 1st of each year. If the division to which an employee is assigned is closed on the designated holiday, eight (8) hours will be deducted from the employee’s holiday bank and paid to the employee. A non-exempt continuous operations employee who works on a designated holiday shall be paid at double his/her regular straight time hourly rate for all such hours worked and no hours shall be deducted from the employee’s holiday bank. **Exempt employees do not have a holiday bank.**

To qualify for holiday pay, the employee (full-time, part-time or temporary) must have been in the employ of the Employer for not less than thirty (30) calendar days and have worked the full scheduled work day immediately preceding and following the holiday unless excused by the Employer for good cause. Employees who are hired during the fiscal year will be credited with the number of holidays remaining in the fiscal year subject to the foregoing qualifying requirements. Note: In the case of newly hired exempt employees who do not yet qualify for holiday pay, the FLSA does not allow a deduction to be made from their weekly pay.

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

Should a paid holiday fall on an employee’s paid leave, the hours shall be paid as paid leave and no deduction will be made from the employee’s holiday bank.
An employee will not receive holiday pay while on leave of absence unless he/she is on an authorized worker’s compensation leave or an authorized paid leave and is entitled to paid leave benefits for the holiday, in which case he/she will receive holiday pay for the holiday in lieu of paid leave.

For the purpose of computing overtime all holiday hours (worked or not worked) for which an employee is compensated (in cash or with compensatory time off) shall be regarded as hours worked.

Employees shall schedule the use of holiday bank hours between the employee and the department head. Any holiday bank hours unused on June 30 of each year shall be paid to the employee during the second pay period of the succeeding July at the employee’s regular rate of pay as of the preceding June 30th. Holiday bank hours used during the fiscal year shall be paid at the employee’s regular straight time hourly rate in effect when the hours are used.

Employees who cease employment with the Employer for any reason or are laid off out the door and have used all their holiday bank hours shall have any holidays not yet celebrated deducted from their remaining Short term Leave balance or hours worked during their last pay period. Upon separation of employment, any management, non-bargaining or confidential employee who has been employed prior to 9/12/20* shall have forty (40) hours deducted from their remaining Short Term Leave balance or from their hours worked during their last pay period.

*Note: 9/12/20 is the date on which the County switched from a paid through same day on payday to a paid through the preceding Friday on payday.

Military Leave

Employees shall be entitled to the military leave benefits provided under the Iowa Code at Section 29A.28 and the Federal Selective Service Act, which includes a leave of absence for the period of active service, based on military orders, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) calendar days of such leave of absence. Proof of service must be returned to the department head before any salary or wage reimbursement is paid. If Leave of Absence is less than thirty (30) calendar days, only the working days will be counted towards the thirty (30) calendar days. The employee must submit military orders prior to beginning the military leave.

Court and Jury Leave

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

a. Such employee when released from jury duty before 12 noon should report for work within one (1) hour after his/her release, if possible;

b. Such employee shall notify the Employer within five (5) work days from the date he/she received notice of his/her selection for any jury service, if possible;

c. Such employee shall provide the Employer with a written statement from the appropriate public official showing the date and time of service and the amount of pay received;

d. In computing the daily sum due to such an employee, his/her normal straight time earnings shall be reduced to reflect the actual hours worked by such employee’s shift if less than normal.

2. Employees required to by subpoena to testify in a State or Federal Court action in a matter in which they are not personally involved as participants (e.g. plaintiff, defendant, criminal act of the employee, etc.) shall be granted leaves of absence for the period necessary to fulfill the Court obligation and shall receive the difference between any compensation received for testifying and their regular straight time hourly rate for hours lost as a result thereof. Employees will, as soon as possible, return to work upon completion of their required testimony.

**Bereavement Leave**

The amount of time and occasions on which the management, non-bargaining or confidential employee will be allowed bereavement leave will be determined by the department head.

**Civic Duty**

Management, non-bargaining or confidential personnel may receive time off from work, with pay, for the fulfillment of civic duties with the prior approval of the department head.

**Professional Leave**

Application and arrangements for professional leave must be made and approved by the department head and/or whichever Board is appropriate.
Leaves for On-The-Job Injuries

A leave of absence will be granted by the Employer to any employee for a temporary absence required as a result of an on-the-job injury for which the employee is receiving temporary or healing period benefits under Iowa Workers’ Compensation Insurance. During such leave, the employee at his/her option may apply his/her accumulated paid leave benefits to be prorated against the difference between his/her regular straight time wages and the compensation to which he/she is entitled under the Iowa Workers’ Compensation Law. Injuries should be reported to the Risk Management Department as soon as possible. Although a county-directed physician may direct an employee to be off work completely, Linn County will make every effort to reasonably accommodate any restrictions assigned by the treating physician.

Retention and Resignation

Management or confidential employees who wish to resign or retire must notify the appropriate department head or the Board of Supervisors at least thirty (30) days prior to the desired date of resignation or retirement. Once a written resignation notice is received and accepted by the Department Head, it will not be rescinded except in extenuating circumstances and only with approval from the Human Resources Director.

Appeal Procedure

Management, non-bargaining and confidential employees with a complaint concerning the interpretation and application of the Policies and Procedures set forth in this manual, shall be settled according to the following procedure:

1. The employee shall present the complaint in writing to his/her department head within ten (10) working days of the date of the complaint or the date when he/she first should have had knowledge of its occurrence. The department head will respond to the employee within five (5) working days.

2. If the answer is not satisfactory, the complaint may be presented in writing to the chairperson of the Linn County Board of Supervisors within ten (10) working days after the department head’s response is received. The Board of Supervisors will respond in writing within thirty (30) working days after the complaint is presented.

It is the determination of the Board of Supervisors that the time guidelines shall be strictly followed and only extended for good cause and upon mutual agreement of both parties. In addition, any time limits not met by the department head shall advance the complaint to the next step. If the Board of Supervisors does not meet the time limit, the complaint and requested remedy is considered denied.
**Interdepartmental Meetings**

Department heads should plan to attend all departmental meetings held by the Board of Supervisors. The purpose of these meetings is to develop better communication and to assist with countywide planning for issues that affect all departments. Typically, these meetings are held the 4th Tuesday each month. The Board of Supervisors will hold monthly meetings with individual department heads for updates on department operations and exchange of information.

**Group Insurance**

1. The following sections describe the County's group health, dental and life insurance policies offered to each full-time and qualified continuous part-time employee. A qualified continuous part-time employee is an employee regularly scheduled to work twenty (20) or more hours per week.

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

   The Employer contribution for qualified continuous part-time employees will be reduced to a pro-rata share of the single or family contract rate according to the number of hours worked per week by the qualified continuous part-time employee, e.g., an employee working twenty (20) hours per week would receive fifty percent (50%) contribution from the Employer toward the single or family contract.

2. **Group Health Insurance**: The Linn County Alliance Select PPO (Preferred Provider Program) with Blue Cross and Blue Shield, or its equivalent. The deductible for a single contract will be three hundred fifty dollars ($350.00) on the single contract and seven hundred dollars ($700.00) on the family contract. Effective January 1, 2021, the deductible for the single contract will be three hundred seventy-five dollars ($375.00) and seven hundred fifty dollars ($750.00) for the family contract. Effective January 1, 2022, the deductible for the single contract will be four hundred dollars ($400.00) and eight hundred dollars ($800.00) for the family contract. Effective January 1, 2023, the deductible for the single contract will be four hundred twenty-five dollars ($425.00) and eight hundred twenty-five dollars ($825.00). The deductible will be waived for covered services received from a physician listed with the Alliance Select Program and if the services are performed in the physician’s office.
The coinsurance will be paid at 90% by Wellmark Blue Cross and Blue Shield and 10% by the employee after the deductible has been met (if applicable) and the services are performed by a provider listed with the Alliance Select Program. Prescription drugs covered under the Alliance Select Program will apply toward the deductible. After the deductible is satisfied, prescription drugs will be paid at 70% by Blue Cross and Blue Shield and 30% by the employee.

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

The out-of-pocket maximum will be one thousand fifty dollars ($1,050.00) for the single contract and two thousand one hundred fifty dollars ($2,150.00) for the family contract per calendar year. Effective January 1, 2021, the out-of-pocket maximum will be one thousand seventy-five dollars ($1,075.00) for the single contract and two thousand one hundred fifty dollars ($2,150.00) for the family contract per calendar year. Effective January 1, 2022, the out-of-pocket maximum will be one thousand one hundred dollars ($1,100.00) for the single contract and two thousand two hundred dollars ($2,200.00) for the family contract per calendar year. Effective January 1, 2023 the out-of-pocket maximum will be one thousand one hundred twenty-five dollars ($1,125.00) and two thousand two hundred fifty dollars ($2,250.00) for the family contract per calendar year.

After the out-of-pocket maximum has been met, the insurance coverage pays 100% of the remaining covered expenses per calendar year.

The employee will pay ninety dollars ($90.00) per month toward the single contract premium and two hundred five dollars ($205.00) toward the family contract premium with the Employer paying the balance of the monthly single or family premium under the County’s Alliance Select Program. Effective July 1, 2021, the employee will pay one hundred forty dollars ($140.00) per month toward the single contract premium and two hundred sixty-five dollars ($265.00) per month toward the family contract premium with the Employer paying the balance of the monthly single or family contract premium under the County’s Alliance Select Program. Effective July 1, 2022, the employee will pay one hundred fifty dollars ($150.00) per month toward the single contract premium and two hundred eighty dollars ($280.00) per month toward the family contract premium with the Employer paying the balance of the monthly single or family contract premium under the County’s Alliance Select Program.

The County’s Alliance Select Program requires an employee to pay a fifty dollar ($50.00) co-pay for emergency room care in a hospital in addition to any other employee costs under the County’s Alliance Select Program. This co-pay does not
apply to the deductible but does apply toward the out-of-pocket maximum. Effective July 1, 2021 the emergency room co-pay will increase to $150.00. Effective July 1, 2022 the emergency room co-pay will be $250.00. The co-pay will be waived if the employee or family member is admitted to the hospital.

Preventive claims for one routine physical per year (including labs and tests), one mammogram per year, well-child care to age 7, pre-admission testing seven days prior to surgery, and out-patient surgery (including colonoscopy) are covered at 100%.

3. **Group Dental Insurance**: The Employer will make available to employees the existing group dental plan or an equivalent plan in terms of coverage provisions. This plan provides benefits as provided in the Delta Dental PPO Plus Premier Summary Plan Description.

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

4. **Group Life Insurance**: The Employer will pay the monthly premium to provide employees covered by these policies and procedures with a $25,000 life insurance policy. In addition, all full-time and eligible part-time employees may purchase an age-banded supplemental life and accidental death and dismemberment policy in increments of $5,000 of coverage guaranteed up to $50,000 and increased to a maximum of $100,000 (subject to underwriting) at the employees’ expense.

5. **Group Long Term Disability Insurance**: The County will provide a long term disability insurance plan with benefits as set forth by the Madison National Life insurance policy. The Board of Supervisors reserves the right to change benefits and/or insurance carriers to provide quality benefits, reasonable premiums and responsible service. The elimination period before benefits begin is sixty (60) calendar days. An optional buy-down program is available upon hire to reduce the elimination period to thirty (30) calendar days.

6. **Vision Examinations**: Each employee covered by these policies and procedures upon presentation of an Explanation of Benefit form, shall be eligible to be reimbursed once up to one hundred twenty-five dollars ($125.00) during a two (2) fiscal year period for the purchase of vision examinations for that employee. The County offers a voluntary vision plan for purchase (refer to the Linn County Employee Handbook).
Wellness Program: The Linn County Board of Supervisors is very supportive of wellness at Linn County and encourages all employees to take advantage of County-sponsored wellness activities. A healthy lifestyle is a personal choice and these county programs provide employees with information and opportunities that help them make healthy changes and healthy choices.

The Wellness Rewards Program provides employees the opportunity to earn a payroll credit of one hundred fifty dollars ($150.00) on a fiscal year basis to employees who participate in the County’s annual health screening risk assessment. The health screening requirement can be met by participating in an annual onsite health screening, submitting a Health Form from an annual physical, or through Weland Labs and provides 150 points towards an employee’s fiscal year point total. In addition, employees who participate in the County’s health screening risk assessment and who earn 1,000 Wellness Rewards Points during the fiscal year will be provided an additional payroll credit of three hundred fifty dollars ($350.00) for engaging in activities and behaviors that result in reduced health risk, improved health status and a better quality of life.

In addition, the Board funds a variety of wellness activities in which employees may participate; monthly coaching services, three on-site fitness centers, an annual employee Health and Safety Fair, healthy living seminars and activity challenges. Please reference the Employee Handbook for the Employee Well-Being Policy, Fitness Reimbursement Policy and Healthy Vending Policy.

Pay Checks and Pay Periods

All management, non-bargaining and confidential employees are paid biweekly on Fridays through the preceding Friday (9/12/20). New hires and employees promoted to a management, non-bargaining or confidential position will start their management, non-bargaining or confidential position at the beginning of a work week. All newly hired management, non-bargaining and confidential employees are required, as a condition of employment, to authorize the direct deposit of their wages into a financial institution of their choice.

Risk Management Program

All department heads are to ensure that a safe work place is provided to employees. In providing a safe work place, it will be the department head's responsibility to protect financial assets through risk mitigation in coordination with the Risk Management Department. This program should consist, in part, of a weekly give and take discussion with employees, covering safe work practices and anticipated risks that may arise. Subject matter, topics and materials for safety training may be furnished by the Risk Management Department. Risk Management is also available to provide regulatory, mandatory or policy training of employees on a scheduled basis.
Salary Structure for
Management and Confidential
3% Across the Board
July 1, 2020 - June 30, 2021

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29
Salary Schedule for
Non-Bargaining (Civil Attorney)

July 1, 2020 – June 30, 2021

3.0% increase

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Salary Schedule for
Confidential Employees

July 1, 2020 – June 30, 2021

2.20% increase

(Includes $.25/hours – Confidential Status)

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<th>Step B</th>
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</table>
LONGEVITY

The Confidential employees classified as Clerk Typist, HR Clerical Specialist and Administrative Secretary will qualify for and receive longevity on the following basis:

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

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

c. Employees regularly scheduled for sixty (60) hours or more per pay period at some point during the employment year and who have completed five (5) years of such employment while continuously employed with employer shall be eligible to receive longevity payments on a prorated basis.

Any year of employment that the employee is not at some point in time regularly scheduled for sixty (60) or more hours per pay period shall not constitute eligible employment and will not be included in the calculation of the longevity payment.

d. After completing five (5) years of continuous service, an employee is entitled to a longevity payment of Five Hundred Dollars ($500.00), as provided under (b) above. Such payments will continue for each year of continuous service thereafter up to ten (10) years of continuous service.

e. After completing ten (10) years of continuous service, an employee is entitled to a longevity payment of Six Hundred Dollars ($600.00). Such payments will continue for each year of continuous service thereafter up to fifteen (15) years of continuous service.

f. After completing fifteen (15) years of continuous service, an employee is entitled to a longevity payment of Seven Hundred Dollars ($700.00). Such payments will continue for each year of continuous service thereafter up to twenty (20) years of continuous service.

g. After completing twenty (20) years of continuous service, an employee is entitled to a longevity payment of Nine Hundred Dollars ($900.00). Such payments will continue for each year of continuous service thereafter up to twenty-five (25) years of continuous service.

h. After completing twenty-five (25) years of continuous service, an employee is entitled to a longevity payment of One Thousand One Hundred Dollars ($1,100.00).

In the event that an employee entitled to longevity pay is terminated prior to the last pay period in November, he/she will receive his/her longevity pay earned as of his/her last anniversary date. Such payment will be made as part of the employee’s final check.
This Policies and Procedures manual is intended for informational purposes only. Neither this manual nor any County practices, or other communications create an employment contract. This manual does not contain all of the information you will need during the course of your employment. You will receive information through various notices as well as orally.

Management is committed to reviewing its policies and benefits continually. Accordingly, the policies and benefits outlined in this handout are subject to review and change by management or through negotiation of the labor agreements. No communication or practice limits the reasons or procedures for termination or modification of the employment relationship.

I ___________________________________ have read and understand my benefits as a Linn County employee, and have received the necessary information regarding these benefits from the Human Resources Office.

_________________________________________  __________________
Signature                                      Date
Greetings to all Linn County Employees

The Linn County Board of Supervisors values the public service provided by County employees for the residents, taxpayers and co-workers of Linn County – their external and internal customers. The County's Mission Statement, Strategic Plan and Core Values remind us to focus on our customer-centered culture and finding innovative ways to satisfy our customers. We, as the Linn County Board of Supervisors, appreciate your hard work and high standards of customer satisfaction. Thank you.

Mission Statement

It is the mission of the Linn County Government to provide all customers the most satisfying products while maintaining sound fiscal management in order to enhance the quality of life in Linn County.

Core Values Established by Linn County Employees

We will . . . .

- Communicate openly and effectively
- Recognize valued contributions
- Create a supportive and positive work environment
- Demonstrate personal integrity and respect for others
- Be accountable for your actions and decisions

This Employee Handbook includes Linn County employment policies that apply to everyone. Specific policies related to your employment are available from your supervisor or the Linn County Human Resources Department.

The Board of Supervisors is committed to providing a safe and productive work environment for all employees and quality service to our customers.

Ben Rogers

Brent Oleson

Stacey Walker

www.linncounty.org

Ben.Rogers@linncounty.org – Brent.Oleson@linncounty.org – Stacey.Walker@linncounty.org

Phone 319-892-5000 – Fax 319-892-5009

Greetings to all Linn County Employees
Mission Statement
Provide all customers the most satisfying products while maintaining sound fiscal management in order to enhance the quality of life in Linn County.

Core Values
• Communicate openly and effectively
• Demonstrate personal integrity and respect for others
• Be accountable for our actions and decisions
• Recognize valued contributions
• Create a supportive, positive work environment

Strategic Outcomes
Customer Satisfaction
Linn County embraces a customer-centered culture that provides excellent services for all using transformational leadership and strategies

Supportive Outcomes focus on collaboration, innovation and engagement and include:
• Meet expectations by supporting employees with tools and resources to advance the customer experience
• Regularly interact with customers to further understanding of their expectations
• Utilize information from customer interactions to improve and innovate Linn County products
• Create a culture of empowered and engaged employees who understand what customers want of their products and make satisfaction and innovation high priorities

High Quality of Life
Linn County provides exceptional public services and infrastructure systems

Supportive Outcomes focus on promoting personal health, accessibility, environmental protection, public safety and opportunities to enjoy life and include:
• Continue investment in conservation and recreational infrastructure such as parks, trails, and watershed management
• Improve accessibility for public programs, activities, and infrastructure
• Include high energy efficiency and accessibility standards in every new Linn County construction project
• Establish organizational and community resilience and emergency response preparedness

Financial Health
Linn County is committed to maintaining excellence in budgetary and financial management

Supportive Outcomes focus on financial strength, asset protection and a thriving economy and include:
• Maintain the highest possible bond rating from Moody’s Investors Service
• Demonstrate accountability to taxpayers through responsible budgetary decisions
• Protect financial assets against loss through risk mitigation
• Promote and participate in economic growth opportunities

Customer Satisfaction Policy Summary
The purpose of this policy is to establish guidelines which promote a Customer-centered culture focused on positive Customer Experiences.

The policy intends to advance the understanding of Linn County Products and Customer Expectations by measuring the extent to which Product Expectations and Outcomes are met, and by empowering employees to reconcile differences between Customer Expectations and Customer Experiences.

Approved by the Linn County Board of Supervisors on April 20, 2016

Linn County Strategic Plan 2017-2021
DECLARATION OF CORE VALUES

The Linn County Board of Supervisors actively supports the five core values which have been adopted by Linn County and encourages all employees to take part in classes, seminars, activities, programs and initiatives that are offered for employees to develop in their jobs and contribute to the workplace. The Board also encourages department managers and supervisors to allow, as much as is possible, their employees to attend such activities.

The five core values which have been adopted by Linn County are defined below:

We will communicate openly and effectively. Communication is the sharing of ideas and opinions with one person or a group of people. Listening is a major component of open, effective communication and it is an art to learn to listen well. If you don’t understand another’s point of view, it makes it very difficult to converse effectively. Technically, if understanding doesn’t happen, communication hasn’t occurred. Messages that are accurate, clear, concise, courteous and constructive have a better chance of being understood. Open-ended questions (who, what, where, when and how) encourage feedback from others and promote effective communication. Face-to-face communication is best whenever possible because understanding can be confirmed rather than assumed.

We will demonstrate personal integrity and respect for others. As supervisors and co-workers communicate to gain better understanding, solve problems and/or resolve conflicts, this communication should occur in a manner that is respectful of the other person regardless of how either party may personally feel about the other. Treating others as we would want to be treated illustrates the concept of respect. Personal integrity is being up front and honest with others rather than promoting hidden agendas and fostering ulterior motives.

We will be accountable for our actions and decisions. Don’t foster a victim mentality by ignoring or denying the problem, pointing fingers at others, choosing not to learn a new task or process, or saying, “It’s not my job.” If it is truly “not your job,” then make it your job to find someone who can help the customer or solve the problem. “Own” your circumstances and your results. Don’t wait for the outside environment or circumstances to change. Look for opportunities to make things happen. You can and do make a difference. Ultimately, the difference will depend on your commitment to personal responsibility and the attitude you bring to work each day.

We will recognize valued contributions. Acknowledging and valuing the contributions of your co-workers or staff members is a small thing which can reap big rewards. Everyone contributes in some way to getting the work done each day. Teamwork is the key to successfully solving problems and responding to change. Each person matters and brings something to the table in terms of skills, knowledge, abilities and perspective. Make others feel valued and important by asking for their opinion on a process change, for example, or soliciting their input on a particular project. When an employee goes out of their way to accomplish a certain task or responds above and beyond to a particular situation, let that employee know that you appreciate their contribution and say thank you.

We will create a supportive, positive work environment. Look for ways to have fun at work while getting the work done at the same time. Do something nice for a co-worker or seek to
encourage someone who’s having a rough day. Connect, make eye contact, and listen. Be supportive of your co-workers and have a positive attitude towards changes and challenges. Negativity drains morale faster than anything. You have control over the attitude you bring to work each day. Don’t let circumstances dictate your mood. Determine to rise above the negative and look for ways to bring a positive perspective to your environment. Don’t be afraid of change — embrace it and go for it! A positive attitude makes a difference in your physical and mental health and changes how you look at things. Don’t be part of the problem; look for ways to be part of the solution.

We spend a lot of time at work and it should be a place where we want to be. If that is not the case with your work environment, figure out how you can be part of the solution. The service you are giving to your boss, co-workers and customers should reflect a desire to make a difference. As you communicate in a respectful manner, practice personal integrity, acknowledge the contributions of your co-workers, take responsibility for your actions and attitude and work to create a positive and supportive environment on a daily basis, you will create a culture of core values which will allow you to perform at your best and enjoy coming to work each day.

Declaration of Core Values

Customer Satisfaction

The Customer Satisfaction Policy establishes guidelines which promote a Customer-centered culture focused on positive Customer Experiences. The policy intends to advance the understanding of Linn County Products and Customer Expectations by measuring the extent to which Product Expectations and Outcomes are met, and by empowering employees to reconcile differences between Customer Expectations and Customer Experiences.

Customer Satisfaction Policy
ABOUT THIS DOCUMENT

We are very happy to welcome you to Linn County! Thank you for joining us. We want you to feel that your association with Linn County will be a mutually beneficial and pleasant one.

This handbook has been prepared as a guide to policies, benefits, and general information which should assist you during your employment with Linn County. However, nothing contained herein is intended to be a contract of employment, a promise of continued employment, or an implied or contractual duty between Linn County and any of its employees.

This document is merely a guide and resource to provide you basic information or to direct you to a more definitive source. Refer to specific documents including, but not limited to the following based on your job classification:

- Professional Labor Agreement
- Para Professional Labor Agreement
- Clerical Labor Agreement
- Maintenance Labor Agreement
- Conservation Labor Agreement
- Deputy Sheriff Labor Agreement
- County Attorney Labor Agreement
- Sergeant Labor Agreement
- Management, Non-bargaining & Confidential employees

Where there are differences between this Employee Handbook and information found in any of the above documentation, the latter will prevail. It is important to note that although this manual gives general information of county wide policies and procedures, each department/office may have specific procedures that apply to employees employed within each department. Please ask your management for additional information.

This handbook may be changed, amended, revised, or discontinued as deemed appropriate by Linn County and allowable pursuant to statues as they exist at the time it is prepared for informational purposes. It summarizes your benefits and County policies. It does not constitute a contract between Linn County and its employees, and should not be construed as such.

All county employees who are employed without a specific written contract of employment entered into with the County Board of Supervisors have the right at all time and at their discretion to terminate the employment relationship. Similarly, the County has the same right. This handbook in no way alters the nature of the employment relationship.

This manual supersedes all other previous published before July 2020.

https://www.youtube.com/watch?v=RMxfGVECA4A
GENERAL POLICIES

Affirmative Action (AA) Equal Employment Opportunity (EEO)

Linn County is strongly committed to equal employment opportunities (EEO) and affirmative action (AA) strategies and values the benefits that come from a diverse and inclusive workforce.

Appointments, promotions, assignments, training and performance evaluation are to be based on individual qualifications and merit, and shall be equally available to all qualified applicants and employees. Linn County shall not discriminate against or harass any employee or applicant for employment because of race, creed, color, religion, sex, national origin, physical or mental disability, age, sexual orientation, gender identity, veteran or military status, political affiliation or citizenship or any other protected status.

Equal Opportunity Policy and Diversity Philosophy

Anti-Discrimination

Linn County is committed to maintain a work environment that is free of discrimination. We will not tolerate or condone any form of sexual or discriminatory harassment of our employees. Harassment consists of unwelcome conduct that can be verbal, physical or visual based on a person’s protected status such as sex, color, identity, or any other protected group status. Immediate action will be taken to stop harassment or discrimination where it exists. If you believe you are the subject of discriminatory harassment by anyone, you should report your concerns to your supervisor or in accordance with County procedures found in the Workplace Harassment Policy.

Workplace Harassment Policy

Disability Nondiscrimination

The County strives to provide a working atmosphere free of discrimination on the basis of physical or mental disability. It is the County’s policy to comply with all state and federal law concerning employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission. It is the County’s policy not to discriminate against qualified individuals or disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions and privileges of employment.

Employees who believe that they have a physical or mental disability that affects their ability to perform the essential functions of their job should contact their supervisor and/or Human Resources in order to begin the interactive process. The interactive process is a back and forth discussion between the employee and their supervisor (and sometimes also including a member of the Human Resources Department) regarding potential reasonable accommodations. The County will ask for medical data regarding the job limitations. A medical provider’s recommendation(s) for accommodation are not automatically granted nor is an employee’s preferred reasonable accommodation. The County will consider all information before choosing a reasonable accommodation to try. If the reasonable
accommodation chosen is not effective, the interactive process resumes. The HR Director is designated as the County’s Americans with Disabilities Act (ADA) Compliance Officer.

When there is a concern regarding an employee’s ability to perform the essential functions of his/her job due to a disability, the employee may be contacted to determine what portions of the job the employee has difficulty in performing, if any. The County may offer reasonable accommodations if the employee has a qualifying disability and is not able to perform the essential functions of the job without such accommodations. In the course of analyzing whether an employee has a qualifying disability or requires a job accommodation, the employee may be asked to sign an Authorization of Medical Information; it is the employee’s responsibility to ensure that the County receives the medical or other information needed to evaluate the issues in a timely manner.

If an employee has non-job related concerns regarding building access, transportation, etc., the employee should contact his/her immediate supervisor, Department Head or the ADA Coordinator for physical accessibility issues (Director of Policy and Administration). If an employee needs communication aids or an interpreter, the employee should talk with the employee’s immediate supervisor.

**GINA Compliance**

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, employees should not provide any genetic information when responding to requests for medical information. 'Genetic information,' as defined by GINA, includes an individual’s family medical history, the results of an individual or an individual's family member’s genetic test, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

**Workplace Violence**

The safety and security of the employees and customers of Linn County is of the utmost importance. Linn County is committed to creating and maintaining a workplace free of violence. Therefore, acts of violence including threats of violence, intimidation or intimidating acts, threatening acts or other acts of violence by employees or members of the public will not be tolerated and will not be ignored.

Any act of violence committed by employees or members of the public while on premises owned or leased or worksites otherwise occupied by Linn County will be prosecuted as appropriate and/or will cause the use of any appropriate managerial, administrative or disciplinary measures in order to provide a workplace free from violence.

All employees of the County are responsible for reporting threats or threatening behavior.

*Possession of Weapons and Workplace Violence Policy*

*Whistleblower Protection Policy*
EMPLOYMENT, PERFORMANCE, AND COMPENSATION

Probationary Period

As a new employee, you will serve a period of probationary status. Before your probationary period is completed, your supervisor will evaluate your work performance and determine if employment will be continued.

Information pertaining to probationary periods and pay increases can be found in the applicable Collective Bargaining Unit contract or Policies and Procedures for Management, Non-Bargaining and Confidential Personnel, dependent on your job classification.

Hours of Work

The standard work schedule for most employee is 40 hours per workweek. In locations with continuous operations, schedules and days off will vary. Your department supervisor will discuss your work schedule with you.

It is important that you attend work as scheduled. Tardiness and absenteeism diminish our ability to satisfy our customers and reduces the level of professionalism we seek to create. Dependability, regular attendance, punctuality, and a commitment to do the job right are essential at all times.

Overtime

If you are an hourly, non-exempt employee, there may be times when your responsibilities require you to work more than 40 hours in a week. Overtime compensation is in accordance with the federal Fair Labor Standards Act, or the applicable collective bargaining agreement. If you are eligible for overtime pay, you must have prior approval from your supervisor to work overtime.

Work Rules

Each department is responsible for their own work rules. Your supervisor will discuss these with you and provide you a copy.

Employee Attire

As a County employee, it is very important that you always present the best possible image to the public. Remember to act promptly, be courteous, and treat people, our customers, respectfully. Your actions will make a lasting impression...be sure it is a positive one.

Some departments have an established dress code and others require the wearing of identifying uniforms, or identification badges. The general rule of thumb is to wear clean, neat, and appropriate items of clothing while on the job. Use your good judgment when choosing clothing that is appropriate.
Your department may provide additional guidelines. If you have questions on dress, discuss these with your supervisor.

**Personnel File**

The official record of your employment is contained in the personnel file maintained in the Human Resources Department. It will contain copies of your employment application, application for employee benefits and changes thereto, a record of all payroll and personnel actions, letters of recognition, disciplinary actions, performance evaluations, training records, and other matters pertaining to your employment.

The file is the property of the Human Resources Department but you may review its contents with a member of the Human Resources Department. In order to review your personnel file, contact the Human Resources Department to arrange a time. Employees who request a copy of their personnel file may be charged the cost of copying their records in accordance with Chapter 91B of the Code of Iowa.

**Performance Review**

All employees should know how they are performing on the job and what steps, if any, they might take to improve job performance. Performance appraisals, completed by your supervisor at regular intervals, will help you in understanding your supervisor’s expectations, the requirements of the job, and goals for you department and your work unit. They also assist you in setting goals for improvement or expansion of your job knowledge and performance.

At a minimum, performance may be reviewed at the end of the probationary period, annually or on regular intervals thereafter.

**Transfers and Promotions**

The County values your experience as an employee and encourages growth in the organization. To encourage this growth, job vacancies are posted on designated County bulletin boards and distributed via the County email server from the Human Resources staff.

Employees interested in transfers or promotional opportunities must meet the specified job requirement for consideration. Collective Bargaining Unit contract language will be followed when filling job vacancies.

**Resignation**

To resign in good standing, it is expected you will submit a written letter of resignation to your Elected Official or Department Head at least two weeks (14 days) prior to your departure date. Your written resignation should include the effective date and the reason(s) for leaving. Management employees must notify the appropriate department head or Board of
Supervisors at least thirty (30) days prior to the desired date of termination or retirement. An accepted resignation will not be rescinded.

Please reference the Retirement/Resignation section of the handbook (link) for details on the termination of your insurance, payout of vacation and longevity (if an AFSCME employee).

Compensation

Linn County as an employer is committed to providing a competitive compensation package based on comparison to similar employees in the public and private sectors. Compensation is based on an assigned job classification that has a pay range. Each occupational group has a pay plan. The pay plans are available in the Collective Bargaining Agreements or Policies and Procedures for Management, Non-bargaining and Confidential personnel.

Work Week

The workweek runs Saturday through Friday. Employees are paid biweekly through the Friday preceding pay day.

Pay Day

Paychecks are distributed biweekly; every other Friday, unless the pay day would fall on a County holiday at which time the paychecks are distributed the preceding work day. Federal and state income taxes, Social Security (FICA), mandatory wage withholding, and retirement system contributions will be deducted from your check as required by law.

Other voluntary deductions will be made only at your written request. These could include: health, dental, vision, supplemental life insurance premiums, deferred compensation and flexible spending deductions.

The County has a good faith commitment to comply with the FLSA and make proper payroll deductions. If an employee believes an improper deduction or overpayment has been made they are encouraged to contact the Auditor’s Office payroll staff or Human Resources. The County is committed to reimbursing the employee for any improper deductions.

Pay is distributed on the Friday morning of pay day. Direct deposit funds are available to you after 8:00 am on pay day. Linn County does not make pay advances.

The first pay day of each month includes your deduction for payment of voluntary vision insurance and supplemental life insurance, if applicable.

The last pay day of each month includes your deduction for payment of the group health and dental insurance premiums, if applicable.
Direct Deposit

Direct deposit is a safe and efficient way of handling your pay check. Direct deposit is required for all employees. You will have your net pay deposited directly to an account (maximum of four accounts) at the financial institution(s) of your choice. You are required to provide a voided check or documentation from your financial institution with your bank name, your name, account number and routing number. Employees can change their direct deposit at any time by completing a new form and forwarding it and appropriate documentation to the Auditor’s Office/Payroll.

Direct Deposit Form

Employee Self Service Portal

Linn County does not distribute paper pay check stubs. You may use the Employee Self Service Portal to access your pay stubs.

In addition to pay check stubs, you can get a copy of your year-end W-2, update your home address and home email, and view your tax filing status, direct deposit information and your monthly insurance contributions.

Employee Self Service Portal Instructions
Employee Self-Service Portal

Employee Withholding Allowance Certificate (W-4)

All new hires are required to present their original Social Security card to the Human Resources Department for completion of the federal and state W-4’s for tax withholding. The Social Security card is required to ensure that your W-4 accurately reflects Social Security’s records. Copies will not be accepted. If a new employee is unable to furnish his/her Social Security card, the Auditor’s Office will take a standard deduction of single with zero (0) exemptions. The standard deduction will continue until the employee provides Human Resources with their Social Security card and completes the W-4’s.

A duplicate Social Security card can be obtained at:

- [How to replace your Social Security Card](#)
- or contact the Social Security Office at their toll-free number; 1-800-772-1213
- or visit the Social Security Office located at 3165 Williams Blvd SW

Federal Withholding Form
State Withholding Form

An employee can change their withholding at any time by completing a new W-4 and forwarding the completed form(s) to the Auditor’s Office/Payroll.
Name Change

An employee who changes their name must present a new Social Security card to the Human Resources Department to update their employment file and complete new W-4’s.

Social Security

The County will deduct the required amount of Social Security tax (FICA) and Medicare from your biweekly salary as required. For current percentages and maximum taxable salary amounts, visit the IRS website at:

Rate Limits (IRS)

BENEFITS

As a regular full-time or part-time employee regularly scheduled to work 20 or more hours each week, you are eligible for a variety of group benefit plans. Part time employees (working 20 or more hours each week) will pay prorated premiums according to the number of regularly scheduled hours you are regularly scheduled to work per week.

You have 31 days from your date of hire to enroll in the various benefit plans. Your coverage is effective on the first of the month following completion of your benefit application.

There is an annual open enrollment in November of each year for Health, Vision and Flexible Spending Benefits. There is no open enrollment for Dental or Life Insurance.

Examine all group benefits materials carefully in order to make informed decisions. Group benefit information can be found at www.linncounty.org/benefits

AFSCME Employees Benefits
Confidential Employees Benefits
Conservation Employees Benefits
County Assessor Employees Benefits
County Attorney Employees Benefits
Deputy Sheriff Employees Benefits
Management Employees Benefits
Sergeants Benefits

Once you enroll in a group benefit plan, you have certain responsibilities; verify the accuracy of enrollment selections and employee contribution amounts, provide any coverage or address changes to the Human Resources Department, and become familiar with your plan.
Group Health Insurance
Wellmark Blue Cross and Blue Shield Alliance Select PPO (Preferred Provider Program)

The benefit year for Wellmark is January 1 – December 31.

The group health insurance is a self-funded plan with an Administrative Services Only Agreement with Blue Cross and Blue Shield.

A copy of the Wellmark Blue Cross and Blue Shield Benefits Certificate is available at BCBS Certificate

Group Dental Insurance
Delta Dental PPO Plus Premier Plan of Iowa

The benefit year for Delta Dental is July 1 – June 30.

A Copy of the Delta Dental Benefits Certificate is available at Delta Dental Certificate

Qualifying Events

An employee who previously waived coverage on the group health or dental plan may request to enroll due to a qualifying event. These individuals, referred to as “Special Enrollees,” must be enrolled within thirty one (31) days following the qualifying event. You must notify the Human Resources Department to complete appropriate paperwork.

Notification:
- An in person visit: Human Resources Office
  935 2nd Street SW, Cedar Rapids
- A phone call: 319-892-5120
- An email: Human.Resources@linncounty.org

Benefit applications for newborns and newly adopted children must be submitted within sixty (60) calendar days of the event.

The effective date of health and dental coverage changes, excluding divorce, is the first of the month following the date of the employee’s signature on the application. The qualifying event for divorce is the first of the month following the divorce, not the date the employee reports the change to HR. The qualifying event of the birth of a child requires the effective date of coverage to be retroactive to the first of the month the child was born.

A qualifying event also allows you to make changes to your Flexible Spending Account.

It is your responsibility to notify HR of a qualifying event so the appropriate paperwork can be completed. It is not the responsibility of the Human Resources Department to remind
employees of deadlines or of the process to complete the appropriate paperwork following qualifying events.

Qualifying events which are mandated by the federal Health Insurance Portability Accountability Act of 1996 (HIPAA) due to loss of eligibility for group coverage under another employer plan are:

- Legal separation/Divorce/annulment/dissolution of marriage (coverage terminates the first of the month after the signed court order)
- Death
- Termination of other employment with another employer
- Reduction in work hours
- Termination of employer contributions toward coverage
- Termination of COBRA benefits under another plan
- Loss of Title XIX benefits
- Loss of eligibility for Medicaid or SCHIP

A change in family status due to:

- Marriage
- Birth of a child (coverage is retroactive to the first of the month of the birth)
- Adoption or placement for adoption of a child

Additional qualifying events authorized by Linn County:

- Return from a military leave of absence
- Employee change of status
  - Employee obtains a part time status of regularly scheduled for a minimum of twenty (20) hours/week
  - Employee goes from a part time to full-time status (employee can enroll in coverage or switch from a single to family plan)
  - Reduction in work hours from a full-time to part-time status (employee may elect to switch from a family plan to a single plan or drop coverage)
- Dependent unmarried child (greater than 26 years) resumes full time student status
- Legal Guardianship of a stepchild or foster child
- Addition of a natural child by court order

Children are eligible to remain on your group insurance plan until the end of the month of their twenty-sixth (26th) birthday regardless of student status, marital status, where they reside, or current health/dental coverage under another plan.

If it becomes necessary to pay all or part of the group insurance premium or flexible spending account deductions without payroll deduction, the payment may be in the form of cash, personal check, cashier’s check or money order payable to Linn County Treasurer and submitted to the Payroll Department in the Auditor’s Office by the first of each month for that month of coverage.

Any errors made relative to insurance premiums or flexible spending account deductions will be adjusted accordingly either in the employee’s favor (refunding premiums) or in the County’s
favor (deducting missed premiums). Repayment arrangements will be made between the affected employee and the Payroll Department on a case-by-case basis.

**COBRA - Continuation of Benefits under Federal Consolidated Omnibus Budget Reconciliation Act of 1986**

COBRA continuation coverage is a temporary continuation of coverage available to you and your dependents when health, dental and flex coverage would otherwise end because of a life event.

If you’re an employee, you’ll become a qualified beneficiary if you lose your coverage under the plan because of the following qualifying events:
- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.
- You are on an unpaid leave of absence and responsible for your full monthly premium.

If you’re the spouse of an employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:
- Your spouse dies;
- Your spouse’s hours of employment are reduced;
- Your spouse’s employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:
- The parent-employee dies;
- The parent-employee’s hours of employment are reduced;
- The parent-employee’s employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a “dependent child.”

You or your eligible dependents will have sixty (60) days from the date your coverage is lost or you are notified of the right to elect COBRA continuation of coverage, whichever is later, to inform the Linn County Human Resources Department that COBRA continuation coverage is desired. You or your eligible dependents will be responsible for paying the applicable premium plus a 2% administrative fee for COBRA continuation of coverage.

The maximum continuation of coverage under COBRA is eighteen (18), twenty-nine (29) or thirty-six (36) months, depending upon the qualifying event.

A COBRA election will be available to you ONLY if you notify HR within sixty (60) days after the later of: (1) the date of the qualifying event; and (2) the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the qualifying event.
Being offered COBRA continuation coverage doesn’t limit your eligibility for Marketplace coverage or for a tax credit. You can apply for Marketplace coverage online or by calling 1-800-318-2596 (TTY 1-855-889-4325). To special enroll in a Marketplace plan, you must select a plan within 60 days before or after losing your job-based coverage. In addition, anyone can enroll in Marketplace based coverage during an open enrollment period. If you need health coverage in the time between losing your job-based coverage and beginning coverage through the Marketplace (for example, if you or a family member needs medical care), you may wish to elect COBRA coverage from your former employer’s plan. You then will have health coverage until the Marketplace coverage begins.

Through the Marketplace, you can also learn if you qualify for free or low-cost coverage from Medicaid or the Children’s Health Insurance Program (CHIP). You can apply for and enroll in Medicaid and CHIP at any time. If you qualify, your coverage begins immediately. Visit healthcare.gov or call 1-800-318-2596 (TTY 1-855-889-4325) for more information or to apply for these programs. You can also apply for Medicaid by contacting your state Medicaid office and learn more about your state’s CHIP program by calling 1-877-KIDS NOW (543-7669) or visiting https://www.insurekidsnow.gov/.

**Group Life Insurance and Accidental Death and Dismemberment**  
Madison National Life Insurance Company

Linn County covers eligible employees with a base life and accidental death and dismemberment policy. The base plan of your policy is covered in your Collective Bargaining Agreement or Policies and Procedures. In addition, employees may purchase supplemental coverage in $5,000 increments up to $100,000. The first $50,000 of supplemental coverage does not require evidence of insurability. Supplemental coverage greater than $50,000 is underwritten and requires approval from Madison National Life based on medical history.

The cost of supplemental coverage is based on the employees’ age on December 31st and adjusted each January 1st.

A copy of the group life insurance plan is available at:

- **AFSCME & Conservation**  
- **Deputy Sheriff**  
- **Management, Confidential, Non-Bargaining, County Attorneys, Sergeants, Elected Officials**

**Group Long Term Disability (LTD) Insurance**  
Madison National Life

Eligible employees are automatically enrolled in the group Long Term Disability plan at no charge. The monthly benefit after the elimination period is 66 2/3% of salary. The elimination period is covered in your Collective Bargaining Agreement or Policies and Procedures.

A copy of the LTD plan is available at:

- **AFSCME LTD**  
- **Conservation LTD**
• Deputy Sheriff LTD
• Management, Confidential, Non-Bargaining, County Attorneys, Sergeants, Elected Officials LTD

See Time Away From Work to request a Long Term Disability claim packet.

**Group Vision Insurance**
VSP (Vision Service Plan)

Employees are eligible to enroll in individual or dependent coverage. Vision Insurance is a voluntary benefit. The employee is responsible for payment of the full premium.

Copies of the VSP Certificate are available at: [VSP Certificate](#)

**Group Flexible Spending**
Prime Benefits

Linn County offers an Internal Revenue Service (IRS) Section 125 plan which includes deduction on a pre-tax basis for health, dental and vision insurance premiums and pre-tax deductions for non-covered medical costs and dependent care reimbursement accounts.

Medical reimbursement can be used for qualifying health care expenses not covered by insurance for yourself and any tax dependents. Eligible expenses may include deductibles, co-insurance, co-payments, orthodontia, vision, etc.

Dependent care reimbursement is used for reimbursement of eligible day care expenses.

• [Medical Flex Claim Form](#)
• [Dependent Care Flex Claim Form](#)

**Group Retirement Plan**

Public employment provides employees with the Iowa Public Employees Retirement System (IPERS). Participation is mandatory for all public employees. The County is required to deduct a specified amount from your gross pay based on percentages specified by IPERS. Your deduction is contributed on a pretax basis for federal and state income tax purposes. In addition, Linn County contributes a specified amount to IPERS on your behalf.

Each biweekly payroll, you will see the IPERS deduction on your payroll stub.

Even if you do not retire under IPERS, the contributions you make will always be your money. If you leave public employment before normal retirement age, you may withdraw your contributions and any accumulated interest or you may leave them in your account and retire when you reach normal retirement age as defined by IPERS.
You must be a vested member of IPERS to be eligible to receive a monthly retirement benefit. If you remain in public employment for at least seven (7) years, or you’ve reached age 65, you will be a vested member of IPERS. As a vested member, you are entitled to a retirement benefit.

Your retirement benefit is calculated using your years of service in public employment and your highest five years of covered wages.

For current rates and more information on IPERS visit their website at https://www.ipers.org/home or contact them at 1-800-622-3849.

- New IPERS Members
- Welcome to IPERS video

Employees are responsible for designating their beneficiaries directly with IPERS and can make changes to their beneficiaries on the IPERS website.

Deferred Compensation Plan—Section 457

You have the opportunity to defer a portion of your compensation on a pre-tax basis as a means of providing supplemental retirement benefits. Employees are allowed to enroll at any time but must follow all County, State and Federal requirements. There is no employer contribution to Deferred Compensation.

The following is the current list of approved companies for Deferred Compensation: Deferred Comp Agents

To enroll, reach out to one of the approved providers or contact the staff in the Human Resources Department.

To make changes to your biweekly Deferred Compensation deduction use the following Deferred Comp Payroll Change Request Form

Employee Assistance Program (EAP)

From time-to-time, all of us feel the stresses of daily living. Most of the time we manage successfully; however, there are times when some outside help might be welcomed or needed. Linn County contracts with Mercy Cedar Rapids to provide an Employee Assistance Program (EAP) for employees and immediate family members to receive professional and confidential counseling services with regard to alcohol and substance abuse and other personal problems. This program is designed to provide employee education coupled with counseling services for assessment, referral, and aftercare follow-up.

Employees may contact the EAP staff by calling 398-6694 or 1-800-383-6694 to schedule an appointment.
The initial referral may be a self-referral, a referral by another family member, or mandatory referral by a supervisor. Once a referral is made, the first five (5) assessments or counseling are without charge to the employee. If a determination is made that treatment is necessary, the cost of treatment is borne by the employee, or in some cases, by the County health insurance plan for the employee and covered dependents.

All contacts with EAP staff are confidential. No information is given to County departments or the Human Resources Department, with the exception of aggregate quarterly statistics to determine if the program is being used effectively.

EAP Brochure

Employee Well-Being and Health Awareness

Linn County partners with Health Solutions to create a supportive, positive work environment by promoting a healthy lifestyle for County employees.

Benefits include but are not limited to:

- Wellness Rewards Program – an opportunity to engage in activities and behaviors that result in reduced health risk, improved health status and a better quality of life and earn a $500 monetary reward for earning a specified number of point during the fiscal year.
- Annual Health and Safety Fair
- On-Site Fitness Centers (membership fee is $15/year)
- Fitness Reimbursement for participation at a local fitness center Fitness Reimbursement Policy and Form

More employees participating in the program means greater savings on health insurance claims, not to mention better health for those employees.

The Wellness Rewards Program runs on a fiscal year July 1 through June 30. Wellness Rewards Program Info
RETIREMENT/RESIGNATION

To retire in good standing, it is expected you will submit a letter of resignation to your elected official/department head at least two weeks (14 days) prior to your departure date. Your written resignation should include the effective date. Management employees must notify the appropriate department head or Board of Supervisors at least thirty (30) days prior to the desired date of retirement.

Upon separation of employment any Management, Non-bargaining, Confidential, County Attorney, Elected Official, Deputy of Elected Official and Sergeant who was employed on 9/12/20 (the date on which the County switched from a paid through same day as payday to a paid through the preceding Friday on payday) shall have forty (40) hours deducted from their remaining Short Term Leave balance or from their hours worked during their last pay period. This amount is prorated for part time employees.

Insurance

Group benefits will terminate the end of the month of your retirement as long as you have three (3) paid days in that calendar month.

You can use vacation and carry your vacation into one additional month for the purpose of extending your group insurances (3 paid days in their last calendar month of employment). For example: if you retire 1/15/20 and start using your vacation pay, you can continue using vacation pay through February 3, 2020 to get group benefits for Feb 2020. Group benefits would then terminate February 29, 2020. You would be paid out for any remaining vacation balance.

Vacation

Your vacation will be prorated from your last anniversary date through your retirement date and paid to you on your final payroll check.

Longevity (AFSCME Bargaining Unit)

If you work past your anniversary date, you are eligible for longevity pay on your final payroll check.

Health and Dental Insurance Extension

If you are under the age of 65:

Eligible for a State Extension of coverage

- Allows you and your eligible dependents to remain on Linn County’s group health and dental insurances until the first of the month of your 65th birthday.
- A new application is required.
• Employee pays current monthly premium via ACH automatic withdrawal to the Auditor's Office/Payroll on the first working day of each calendar month.
• If you elect the State Extension coverage and use less than thirty six (36) months of coverage your eligible dependent is then eligible for a COBRA contract for the difference of thirty six (36) months and the time covered under your State Extension contract (a new contract is required).

If you are over the age of 65:

Eligible for COBRA

• Allows employee (and eligible dependents) to remain on the Linn County's Group Health and Dental for a maximum of eighteen (18) months or up to thirty-six (36) months. Contact HR for additional details.
• A new application is required
• You pay current monthly premium plus a 2% administrative fee via an ACH automatic withdrawal to the Auditor's Office/Payroll on the first working day of each calendar month.

If you or your dependent is age 65 or older, currently enrolled in the group health insurance and carry Medicare A/Hospital Coverage (this is free when someone turns 65), loss of coverage from a group plan is an event date with Social Security to enroll/purchase Medicare B without a penalty. You need to contact the Social Security Office and inform them of your event date. Social Security may provide a form for Human Resources to complete verifying coverage.

If you have questions or concerns about purchasing a Medicare Supplemental Plan, help is available at:

Senior Health Insurance Information Program (SHIIP)

Unity Point/St Luke's Mercy Hospital
(319) 369-7475 (319) 861-7884

Supplemental Insurance Plans –

• Wellmark offers Medicare Supplemental Coverage including a prescription drug supplement – (800) 336-0505
• Delta Dental offers a Retiree Direct buy plan – (877) 423-3582 ext.3
• VSP offers a direct buy at VSP.com

Group Life Insurance and Accidental Death and Dismemberment Extension
Madison National Life Insurance Company

You will be offered an Individual Life Conversion Request with Madison National Life Insurance of your existing group coverage.
IPERS

You should contact IPERS at (800)-622-3849 or visit www.ipers.org and request a Retirement Packet. There is a page in the packet that HR completes. HR will not complete this page until you have submitted your written resignation.

IPERS has a retirement calculator available on their web page to calculate scenarios (using different date options) when exploring retirement.

If you terminates in January, your first IPERS payment will be the last working day in February even if you receive a payroll check in February.

Holiday Pay

If I retire on a holiday or the day before a holiday do I receive holiday pay?

To qualify for holiday pay, you must work or use paid leave for the full scheduled work day immediately preceding and following the holiday unless excused by the Employer for good cause. However, exempt employees who terminate employment on a holiday do not need to be on pay status for the day following the holiday to receive holiday pay.

Continuous Operation employees – you will be paid the balance of your Holiday Bank for the holidays celebrated prior to your retirement. If you have used holiday bank hours for holidays not yet celebrated in the current fiscal year, prior to your retirement, you shall have these holiday hours deducted from your final pay check.
TIME AWAY FROM WORK

Holidays

Linn County provides you with eleven (11) paid holidays per year.

- New Year’s Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Eve Day
- New Year’s Eve Day
- Martin Luther King, Jr. Day
- Independence Day
- Veterans Day
- Friday after Thanksgiving
- Christmas Day
- Personal Holidays (if eligible)

Refer to your Collective Bargaining Agreement or Policies and Procedures for celebration of holidays and compensation.

A copy of the current year holiday calendar is available here: Holiday Calendar

Vacation/Short Term Leave

You will accrue vacation based on a schedule of consecutive years of service based on your Collective Bargaining Unit or Policies and Procedures. Regularly scheduled part time employees accrue vacation on a pro-rated basis. You may use accrued vacation time with your supervisor’s prior approval.

The maximum vacation/short term accrual is two years accumulation on your anniversary date of employment.

Example: New hire on July 1, 2018
July 1, 2019 – one year anniversary accrual +80 hours
July 1, 2020 – two year anniversary accrual +80 hours
Employee balance = 160 hours
Employee used 40 hours of vacation during 7/1/20 – 6/30/21
Employee balance = 120 hours
July 1, 2021 – three year anniversary accrual +80 hours

Employee forfeits 40 hours of vacation because their balance is greater than the allowed maximum of 160 hours (80 hours x 2 years accrual) on their anniversary.

Further information on vacation accruals, scheduling, and payout of vacation can be found in your Collective Bargaining Agreement or Policies and Procedures.

“J” Time
AFSCME bargaining unit employees are eligible for up to forty (40) hours of unpaid leave each fiscal year the granting of which shall be subject to the operational requirements of the department. Use of "J" time is governed by the vacation rules of the department.

**Sick Leave/Long Term Leave**

You will accrue Sick Leave or Long Term Leave monthly based on your Collective Bargaining Agreement or Policies and Procedures. Regularly scheduled part time employees accrue sick leave on a pro-rated basis.

You may be eligible to convert some of your unused sick leave balance to vacation leave if you meet the requirements of your Collective Bargaining Agreement. The form to request conversion for AFSCME and PPME employees is below:

**Paid Leave Conversion**

**Family Medical Leave Act (FMLA)**

The Family and Medical Leave Act (FMLA) guarantees you the right to take leave without loss of employment or status for the birth, adoption, or foster placement of a son or daughter, your own serious illness, or to care for a seriously ill son, daughter, spouse, or parent.

FMLA allows you up to 12 weeks per fiscal year (July – June) away from work. You are eligible if you have worked for at least one year and for 1,250 hours during the previous twelve (12) months and meet other eligibility requirements. FMLA is not an additional type of leave; it is a way of designating leave you already have. Your paid time (sick leave, vacation, workers’ compensation, etc.) will run concurrently with FMLA.

Please reference the Family Medical Leave Policy and/or contact Human Resources at 892-5120.

**FMLA Policy**

If you need additional time away from work (paid or unpaid) at the conclusion of your FMLA, you must, at your earliest possible time, make written request to your department head setting forth the reason for the leave and approximate length of time off desired. Such request shall be answered by the department head.

**Workers’ Compensation/FMLA**

To report a work related injury contact Linn County Risk Management at 892-5200 for consideration. The Risk Management Department will assist you in filing your claim.

Time off while on Workers’ Compensation runs concurrently with Family Medical Leave. The Risk Management Department will assist you to complete the FMLA request form.
Jury Duty

Refer to your Collective Bargaining Agreement or Policies and Procedure for details regarding reporting for jury duty and returning to work. If you are called to and report for jury duty and you, by virtue of such duty, lose time from work, you shall receive for each day of jury duty performed the difference between your normal straight time earnings for the day and the jury fee (excluding mileage and other expenses) to which you are entitled. To receive payment you will need to submit the court pay stub to the payroll processor in your department.

Bereavement Leave

Employees are eligible for paid leave because of the death of a member of their immediate family. Information concerning specific situation, time limits, and eligibility is available in your Collective Bargaining Agreement or Policies and Procedures.

Military Leave

You shall be entitled to military leave benefits provided under the Iowa Code Chapter 29A and the Federal Selective Service Act, which includes a leave of absence for the period of active service without loss of status and pay during the first thirty (30) days of leave each calendar year. Proof of service must be submitted to your department head.

Unpaid Leave of Absence

If you need to request an unpaid leave of absence, you must, at your earliest possible time, make written request to your department head setting forth the reason for the leave and approximate length of time off desired. Such request shall be answered by the department head. For an unpaid medical leave of absence request, the request must include a statement from a treating provider specifying the duration of leave and the likely progress for recovery.

During an unpaid leave of absence, you:
- Will not receive compensation from the county.
- Will not accrue vacation or sick leave any month during which you did not work or have at least three (3) days of paid leave.
- Must pay all group insurance premiums falling due any month during which you do not have at least three (3) paid days.

If you are on an unpaid leave of absence, for any full calendar month you may continue on the group insurance(s) by making payment arrangements with the payroll department in the Auditor’s Office and paying the full premium cost on or before the 1st of each
calendar month for that month of coverage. You will be offered a COBRA extension of health and dental coverage (see COBRA in the Benefits section).

**Long Term Disability (LTD)** - If you have a disabling condition beyond the elimination period of your policy and are not receiving pay you may be eligible for a monthly payment from the group long term disability carrier. See Long Term Disability in the Benefits section and contact Human Resources at 892-5120.

**Donated Leave**

If you have a disabling or confining illness or injury and have exhausted all paid leave, excepting only a maximum of forty (40) hours of accrued vacation you may request a donation of time from other employees.

- A request to receive donated leave shall be turned in to Human Resources.
  - [Request to Receive Donated Leave Form](#)
- The maximum request for Donated Leave is sixty (60) calendar days or until LTD eligibility.
- Employees can only donate vacation, personal days, or comp time. Sick leave cannot be donated.
- Donated leave shall not count toward the accrual of any leaves.
- The Donated Leave Program can be utilized no more than once in a six (6) month period.
- Employees can only donate to employees is their same bargaining unit. Managers can donate to all employees.

Reference your Collective Bargaining Agreement or Policies and Procedures for details or contact HR at 892-5120.

**Additional Insurance Allowance**

The Linn County Board of Supervisors recognizes that, from time to time, employees may be faced with serious health issues. The County offers excellent health insurance as well as the ability for working employees to bank significant amounts of sick, vacation or paid leave hours which can be used to cover wages and insurance premiums during periods of time when employees may be unable to work. The County also covers the employee portion of the health insurance premium while an employee is on paid or unpaid FMLA leave status (up to twelve (12) weeks or four hundred eighty (480) hours). Long-term disability (LTD) insurance is available for employees with disabling or confining illnesses who may have exhausted their paid leave balances.

Circumstances may arise where an employee is not able to return to work and has exhausted their FMLA coverage and his/her sick leave bank (or paid leave bank). Because the Board is sympathetic towards employees who are struggling with serious health issues and because they understand the high cost of health insurance especially
when the employee is responsible for paying the full premium, an extension of health insurance coverage for three (3) months may be granted in the following circumstances:

- An employee has a disabling or confining illness or injury; and
- An employee has exhausted his/her FMLA coverage; and
- An employee has exhausted his/her available paid leave hours with the exception of up to forty (40) hours vacation (or paid leave) saved to use if they are able to return to work following recovery
- An employee must continue to pay their share of the monthly premium during the three (3) month period

The granting of additional insurance coverage is independent of an employee’s employment status and does not, in any way, provide a guarantee of continued employment. Additional insurance coverage is not connected to an individual department’s decision to authorize or deny unpaid leave for an employee. The opportunity for additional insurance coverage is a once in a lifetime allowance for an eligible employee. Note: If only one (1) month of coverage is needed, the employee does not have access to another two (2) months at a future point in time.

If an employee wishes to submit a request for an additional insurance allowance, he/she should complete the Linn County Additional Insurance Allowance Request form (below) and submit it to the Human Resources Department.

Additional Insurance Request Form
OTHER INFORMATION

Communications

Linn County strives to keep employees updated with information that is helpful or of importance to our workforce. Information is posted through the following means of communication:

County Internet Site: www.linncounty.org
County Intranet Site: https://intranet.linncounty.org/
Human Resources Internet Page
Linn County Facebook
Linn County Twitter
Linn County eNews

Employee Newsletters: The Linn County Link - emailed bimonthly from HR
Linn County Healthy Step - emailed bimonthly from HR

Bulletin Boards: located in designated areas of County buildings

Email: email blasts form Human Resources or the Board of Supervisors

Cancellations: cancellations will be broadcast on KCRG television and WMT radio at least one (1) hour prior to an employee’s starting time of shift. Severe Weather Policy

In addition, formal policies and procedures can be found on https://LinnCounty.PolicyStat.com under the Policy Section.

Work Rules

Each department/office may also have a set of work rules and procedures that are specific to their department/office. Please ask your supervisor for further details.

Tuition Reimbursement

The Board of Supervisors encourages employees to take advantage of educational opportunities through courses, programs, or degree studies that relate to present or future County job responsibilities or assignments.

Regularly scheduled full time and part time (20 hrs/week or greater) employees are eligible for Training Assistance and Tuition Reimbursement. Reference the Training Assistance and Tuition Reimbursement Program Policy for policy provisions.

Training Assistance & Tuition Reimbursement Program Policy
Recognition

Employees are recognized for their continuous years of service to Linn County, for Exemplary Service to the County and upon their retirement from County employment. HR sends quarterly email reminders requesting nominations for Exemplary Service. Reference the Employee Recognition Policy for policy provisions.

Employee Recognition Policy

Work Related Travel

If your position requires you to travel for a work assignment (one-day or overnight) Linn County complies with Internal Revenue Service rules for reimbursement (including per diem and mileage reimbursements). The Fair Labor Standards Act (FLSA) determines pay when an employees is travelling. Reference the Travel Policy for policy provisions.

Travel Policy

Employment of Relatives

It is the policy of Linn County to prohibit the employment of a relative of an elected official, department head or other supervisory employee in an organizational unit over which the supervisory employee exercises jurisdiction or control.

The term “relative” as used in the above paragraph shall include the following relationships: father, mother, son, daughter, sister, brother, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, half-sister, grandparent, grandchild.

Gifts

The Iowa Gift Law applies to all Linn County employees. The law prohibits County employees and their immediate family members from receiving gifts worth over $2.99 in any given day from “restricted donors” pursuant to Code of Iowa, Chapter 68B.22(j).

Credit Union

All employees working for Linn County and their immediate family members are eligible to join METCO Credit Union, 115 8th Avenue, Cedar Rapids. Some of the many services provided include share accounts, payroll deduction, consumer loans and holiday account.