

**Joint Emergency Communications Services Association Policy Board**  
**Friday, March 25, 2011 – 8:00 a.m.**  
**Joint Emergency Communications Center**  
**4529 Melrose Avenue**  
**Iowa City, Iowa**

**AGENDA**

1. Call to order; recognize alternates.
2. Action to approve minutes of January 25, 2011 Policy Board meeting.
3. Comments from public.
4. Update from User Advisory Committee Meeting.
5. Executive Director's Report/Update.
6. Action to approve Resolution 2011-06 for reimbursement of up to \$7,350.00 for conversion of existing SWAT headsets to work with the new Harris radios. (49 headsets at up to \$150.00 per unit.)
7. Action to approve Resolution 2011-07 for UAC recommended policy concerning the expenditure for accessories to JECSA provided radios.
8. Action to approve Resolution 2011-08 for acceptance or of collective bargaining agreement ratified by the Communications Workers of America Local 7101.
9. Action to approve Resolution 2011-09 for accepting Emergency Radio and Communication System and Radio Tower Project and approving release of retainage.
10. Other business.
11. Consider a motion to adjourn the meeting.

Joint Emergency Communications Services  
Association of Johnson County  
4529 Melrose Avenue  
Iowa City, Iowa 52246

Compiled Financial Statements  
One and Seven Months Ended January 31, 2011

Prepared by:

Latta, Harris, Hanon & Penningroth, L.L.P.  
2730 Naples Avenue SW, Suite 101  
Iowa City, Iowa 52240

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## ACCOUNTANT'S COMPILATION REPORT

To the Policy Board  
Joint Emergency Communications Services Association of Johnson County

We have compiled the accompanying statement of net assets and the statements of activities of Joint Emergency Communications Services Association of Johnson County, as of and for the one and seven months ended January 31, 2011, which collectively comprise the Association's basic financial statements as listed in the table of contents, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Association's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The budgetary comparison information, on page 4, is not a required part of the basic financial statements but is supplementary information required by the Governmental Accounting Standards Board. We have compiled the supplementary information from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or any other form of assurance on the supplementary information. Management has not presented the management's discussion and analysis information that the Governmental Accounting Standards Board has determined is required to supplement, although not required to be a part of, the basic financial statements.

We are not independent with respect to Joint Emergency Communications Services Association of Johnson County.

*Latta, Harris, Hanon & Penningroth, L.L.P.*

LATTA, HARRIS, HANON & PENNINGROTH, L.L.P.

March 17, 2011

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**JOINT EMERGENCY COMMUNICATIONS SERVICES  
ASSOCIATION OF JOHNSON COUNTY  
STATEMENT OF NET ASSETS  
As of January 31, 2011**

ASSETS

Current Assets:	
Checking	\$ 2,731,873.53
Total Current Assets	2,731,873.53
Property, Plant and Equipment	
Land	50,125.00
Building	5,296,989.09
Equipment	15,404,692.03
Total Property, Plant and Equipment Cost	20,751,806.12
Less: Accumulated Depreciation	(1,257,736.67)
Net Property Plant and Equipment	19,494,069.45
Other Assets	
Equipment Levy Proceeds Held by Johnson County	1,306,078.90
Total Assets	\$ 23,532,021.88

LIABILITIES

Current Liabilities:	
Accounts Payable	\$ 2,566,991.41
Payroll Taxes Payable	33,997.78
IPERS Payable	13,223.55
Deferred Compensation Plan Payable	780.00
Paid Time Off Accrued	312,489.54
Total Current Liabilities	2,927,482.28
Total Liabilities	2,927,482.28

NET ASSETS

Net Assets	20,604,539.60
Total Net Assets and Liabilities	\$ 23,532,021.88

See accountant's compilation report.

**JOINT EMERGENCY COMMUNICATIONS SERVICES  
ASSOCIATION OF JOHNSON COUNTY  
STATEMENTS OF ACTIVITIES  
One Month and Seven Months Ended January 31, 2011**

	<u>January</u>	<u>July '10 - January '11</u>
Operations Budget Levy Proceeds	228,793.00	1,164,973.00
Operating Expenses:		
Salaries and Wages	127,199.28	925,914.87
Benefits	56,552.33	430,908.39
Maintenance and Repair Services	3,775.80	33,367.89
Miscellaneous Contractual Services	368.06	73,140.45
Commodities-Supplies/Materials	1,620.84	24,452.56
Utilities	3,991.31	28,585.89
Travel and Training	203.76	10,070.24
Telecommunications	8,543.25	59,527.53
Postage & Mailing Services	44.00	134.80
Dues and Memberships	200.00	200.00
Annual Maintenance	21,965.00	45,485.92
Rental and Leases	4,581.18	19,247.85
Capital Outlay	55.96	286,144.40
Total Operating Expenses	<u>229,100.77</u>	<u>1,937,180.79</u>
Net Operating Income	(307.77)	(772,207.79)
Non-Operating Revenue		
COPS Technology Grant Received	-	-
COPS Technology Grant Expenses	(6,491.26)	(6,491.26)
Net COPS Technology Grant	(6,491.26)	(6,491.26)
Interest Income	1,160.18	9,096.29
Pop Fund Revenue	49.33	288.71
Depreciation Expense	(193,145.22)	(1,257,736.67)
Total Non-Operating Revenue	<u>(198,426.97)</u>	<u>(1,254,842.93)</u>
Change in Net Assets	<u>\$ (198,734.74)</u>	<u>\$ (2,027,050.72)</u>

See accountant's compilation report.

**JOINT EMERGENCY COMMUNICATIONS SERVICES  
ASSOCIATION OF JOHNSON COUNTY**

**Schedule I - Budgetary Comparison  
Seven Months Ended January 31, 2010**

	<u>Actual</u>	<u>Budget</u>	<u>Variance (\$)</u>	<u>% of Budget</u>
Revenues:				
Operations Levy Proceeds	\$ 1,164,973.00	\$ 2,283,364.00	(1,118,391.00)	51.0%
Operating Expenses:				
Salaries and Wages	925,914.87	1,402,074.00	(476,159.13)	66.0%
Benefits	430,908.39	582,532.00	(151,623.61)	74.0%
Maintenance and Repair Services	33,367.89	32,800.00	567.89	101.7%
Miscellaneous Contractual Services	73,140.45	74,150.00	(1,009.55)	98.6%
Commodities-Supplies/Materials	24,452.56	41,874.00	(17,421.44)	58.4%
Utilities	28,585.89	25,900.00	2,685.89	110.4%
Travel and Training	10,070.24	13,000.00	(2,929.76)	77.5%
Telecommunications	59,527.53	92,321.00	(32,793.47)	64.5%
Postage & Mailing Services	134.80	2,150.00	(2,015.20)	6.3%
Dues and Memberships	200.00	3,050.00	(2,850.00)	6.6%
Annual Maintenance	45,485.92	28,794.00	16,691.92	158.0%
Rental and Leases	19,247.85	3,600.00	15,647.85	534.7%
Capital Outlay	286,144.40	25,000.00	261,144.40	1144.6%
Total Operating Expenses	<u>1,937,180.79</u>	<u>2,327,245.00</u>	<u>(390,064.21)</u>	<u>83.2%</u>
Net Operating Income	<u>(772,207.79)</u>	<u>(43,881.00)</u>	<u>(728,326.79)</u>	<u>1759.8%</u>
Non-Operating Revenue				
COPS Technology Grant Received	-	125,000.00	(125,000.00)	0.0%
COPS Technology Grant Expenses	<u>(6,491.26)</u>	<u>-</u>	<u>(6,491.26)</u>	
Net COPS Technology Grant	<u>(6,491.26)</u>	<u>125,000.00</u>	<u>(131,491.26)</u>	<u>-5.2%</u>
Interest Income	9,096.29	-	9,096.29	
Pop Fund Revenue	288.71	-	288.71	
Depreciation Expense	<u>(1,257,736.67)</u>	<u>-</u>	<u>(1,257,736.67)</u>	
Change in Net Assets	<u>\$ (2,027,050.72)</u>	<u>\$ 81,119.00</u>	<u>(2,108,169.72)</u>	<u>-2498.9%</u>

See accountant's compilation report.

Joint Emergency Communications Services  
Association of Johnson County  
4529 Melrose Avenue  
Iowa City, Iowa 52246

Compiled Financial Statements  
One and Eight Months Ended February 28, 2011

Prepared by:

Latta, Harris, Hanon & Penningroth, L.L.P.  
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## ACCOUNTANT'S COMPILATION REPORT

To the Policy Board  
Joint Emergency Communications Services Association of Johnson County

We have compiled the accompanying statement of net assets and the statements of activities of Joint Emergency Communications Services Association of Johnson County, as of and for the one and eight months ended February 28, 2011, which collectively comprise the Association's basic financial statements as listed in the table of contents, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

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March 17, 2011

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**JOINT EMERGENCY COMMUNICATIONS SERVICES  
ASSOCIATION OF JOHNSON COUNTY  
STATEMENT OF NET ASSETS**

As of February 28, 2011

ASSETS

Current Assets:	
Checking	\$ 2,421,834.72
Total Current Assets	2,421,834.72
Property, Plant and Equipment	
Land	50,125.00
Building	5,296,989.09
Equipment	15,404,692.03
Total Property, Plant and Equipment Cost	20,751,806.12
Less: Accumulated Depreciation	(1,435,191.61)
Net Property Plant and Equipment	19,316,614.51
Other Assets	
Equipment Levy Proceeds Held by Johnson County	1,306,078.90
Total Assets	\$ 23,044,528.13

LIABILITIES

Current Liabilities:	
Accounts Payable	\$ 2,524,634.06
Payroll Taxes Payable	35,749.21
IPERS Payable	13,712.18
Deferred Compensation Plan Payable	780.00
Paid Time Off Accrued	314,453.19
Total Current Liabilities	2,889,328.64
Total Liabilities	2,889,328.64

NET ASSETS

Net Assets	20,155,199.49
Total Net Assets and Liabilities	\$ 23,044,528.13

See accountant's compilation report.

**JOINT EMERGENCY COMMUNICATIONS SERVICES  
ASSOCIATION OF JOHNSON COUNTY  
STATEMENTS OF ACTIVITIES  
One Month and Eight Months Ended February 28, 2011**

	<u>February</u>	<u>July '10 - February '11</u>
Operations Budget Levy Proceeds	-	1,164,973.00
Operating Expenses:		
Salaries and Wages	121,720.88	1,047,635.75
Benefits	61,209.66	492,118.05
Maintenance and Repair Services	20,198.54	53,566.43
Miscellaneous Contractual Services	6,605.16	79,745.61
Commodities-Supplies/Materials	311.17	24,763.73
Utilities	3,934.87	32,520.76
Travel and Training	269.67	10,339.91
Telecommunications	2,546.73	62,074.26
Postage & Mailing Services	45.22	180.02
Dues and Memberships	-	200.00
Annual Maintenance	52,075.00	97,560.92
Rental and Leases	2,119.00	21,366.85
Capital Outlay	1,876.00	288,020.40
Total Operating Expenses	<u>272,911.90</u>	<u>2,210,092.69</u>
Net Operating Income	(272,911.90)	(1,045,119.69)
Non-Operating Revenue		
COPS Technology Grant Received	-	-
COPS Technology Grant Expenses	-	(6,491.26)
Net COPS Technology Grant	-	(6,491.26)
Interest Income	1,026.73	10,123.02
Pop Fund Revenue	-	288.71
Depreciation Expense	(177,454.94)	(1,435,191.61)
Total Non-Operating Revenue	<u>(176,428.21)</u>	<u>(1,431,271.14)</u>
Change in Net Assets	<u>\$ (449,340.11)</u>	<u>\$ (2,476,390.83)</u>

See accountant's compilation report.

**JOINT EMERGENCY COMMUNICATIONS SERVICES  
ASSOCIATION OF JOHNSON COUNTY**

**Schedule I - Budgetary Comparison  
Eight Months Ended February 28, 2011**

	<u>Actual</u>	<u>Budget</u>	<u>Variance (\$)</u>	<u>% of Budget</u>
Revenues:				
Operations Levy Proceeds	\$ 1,164,973.00	\$ 2,283,364.00	(1,118,391.00)	51.0%
Operating Expenses:				
Salaries and Wages	1,047,635.75	1,402,074.00	(354,438.25)	74.7%
Benefits	492,118.05	582,532.00	(90,413.95)	84.5%
Maintenance and Repair Services	53,566.43	32,800.00	20,766.43	163.3%
Miscellaneous Contractual Services	79,745.61	74,150.00	5,595.61	107.5%
Commodities-Supplies/Materials	24,763.73	41,874.00	(17,110.27)	59.1%
Utilities	32,520.76	25,900.00	6,620.76	125.6%
Travel and Training	10,339.91	13,000.00	(2,660.09)	79.5%
Telecommunications	62,074.26	92,321.00	(30,246.74)	67.2%
Postage & Mailing Services	180.02	2,150.00	(1,969.98)	8.4%
Dues and Memberships	200.00	3,050.00	(2,850.00)	6.6%
Annual Maintenance	97,560.92	28,794.00	68,766.92	338.8%
Rental and Leases	21,366.85	3,600.00	17,766.85	593.5%
Capital Outlay	288,020.40	25,000.00	263,020.40	1152.1%
Total Operating Expenses	<u>2,210,092.69</u>	<u>2,327,245.00</u>	<u>(117,152.31)</u>	<u>95.0%</u>
Net Operating Income	<u>(1,045,119.69)</u>	<u>(43,881.00)</u>	<u>(1,001,238.69)</u>	<u>2381.7%</u>
Non-Operating Revenue				
COPS Technology Grant Received	-	125,000.00	(125,000.00)	0.0%
COPS Technology Grant Expenses	<u>(6,491.26)</u>	<u>-</u>	<u>(6,491.26)</u>	
Net COPS Technology Grant	<u>(6,491.26)</u>	<u>125,000.00</u>	<u>(131,491.26)</u>	<u>-5.2%</u>
Interest Income	10,123.02	-	10,123.02	
Pop Fund Revenue	288.71	-	288.71	
Depreciation Expense	<u>(1,435,191.61)</u>	<u>-</u>	<u>(1,435,191.61)</u>	
Change in Net Assets	<u>\$ (2,476,390.83)</u>	<u>\$ 81,119.00</u>	<u>(2,557,509.83)</u>	<u>-3052.8%</u>

See accountant's compilation report.



**Joint Emergency Communications Center**  
4529 Melrose Avenue  
Iowa City, Iowa 52246

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Thursday March 17, 2011

Dear Policy Board Members:

The following will constitute my Director's report for the month of March, 2011.

March was a pretty exciting month at JECC. On March 1<sup>st</sup> we rolled out the use of the new Law Channels; Law-1, Law-Info and Law-3. The protocol that was put in place seemed to work pretty well at first, but the Law Subcommittee of the UAC did do some tweaking to the protocol on the 15<sup>th</sup> of this month. The users and dispatchers seemed pleased with the minor changes and all appears to be going well. Keep in mind I have informed all of the users that this is still a work in progress and can be changed further in the future.

The weekend of March 4<sup>th</sup>, the first weekend for the use of the new Law Channels was not a good one. It had nothing to do with the radio but all to do with CAD. During the week of March 1<sup>st</sup> our CAD vendor implemented some fixes to the CAD product to repair some known problems. Those fixes raised havoc with CAD all week with the problems coming to a climax on Friday March 4<sup>th</sup> and Saturday March 5<sup>th</sup>. Tom Jones, Nick Trenary and I spent most of the weekend on the phone with TAC-10 support personnel and TAC-10 President Mark DeGroot. After working on the issues most of Saturday it appeared they were able to get everything ironed out. Except for a few minor issues CAD appears to be functioning properly. Mark DeGroot and I spoke the Monday after that fateful weekend and Mark assured me at that time that TAC-10 would work diligently over the next three months to provide us with a more stable product.

Along the same lines with TAC-10, President Mark DeGroot addressed the UAC on the 15<sup>th</sup> of this month asking that the UAC recommend to the Policy Board that JECSA enter into a contract with TAC-10. It is my recommendation, at this time, that we do not enter into a contract with TAC-10 until a stable product is provided and is proven to be such.

Moving along, on March 15<sup>th</sup> at 7 a.m. we rolled out the new Fire Channels for all Fire Departments in Johnson County. All Departments were provided a protocol for the use of the new channels on March 4<sup>th</sup>. Furthermore I attended the Mutual Aid meeting on March 15<sup>th</sup> to answer any questions those Departments might have had. It appeared everyone was comfortable with the protocol, however, as stated above with the Law Channels, the Fire Departments were informed that the protocol could be revisited if they felt changes were needed.



**Joint Emergency Communications Center**  
4529 Melrose Avenue  
Iowa City, Iowa 52246

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On Thursday March 10<sup>th</sup>, Tom Jones and I attended a meeting of The Pilot Club of Iowa City at the Holiday Inn in Coralville. We were both invited to attend to give a presentation about JECC and 9-1-1 in Johnson County. The group appeared very interested in the subject and they were very appreciative of the presentation.

On the 18<sup>th</sup> of this month the Communications Workers of America ratified a collective bargaining agreement with JECSEA. The highlights of the contract were provided in last month's Director's Report/Update.

Also this month I attended the E-911 budget meeting held at the Sheriff's Office. I also met with the Sheriff and other officials from his office with the Chief and Assistant Chief of the Tiffin Fire Department. The members of Tiffin Fire wanted some clarification as to how calls for service were handled by the Sheriff's Office as well as JECC. They appeared pleased with the outcome of the meeting and were encouraged to be moving forward. During the week of March 6<sup>th</sup> I was able to complete my certification for ICS-100, ICS-200, ICS-400, NIMS-700 and NRF-800. Also on the 16<sup>th</sup> of this month Tom Jones and I met with representatives of North Liberty Public Works about their desire to join the JECC Radio System. They will be back in touch with us once they review their pricing options.

Finally on the 29<sup>th</sup> of this month I will be attending the Iowa Statewide Interoperable Communications System Board (ISICSB) regional outreach workshop in Des Moines. The discussion of the workshop will center on the expansion of the ISICSB outreach program to better communicate with and receive input from Iowa's public safety communication communities throughout the state.

Respectively submitted this 17<sup>th</sup> day of March, 2011.

Sincerely,

Gary Girard Albrecht

Executive Director-JECC

RESOLUTION NO. 2011-06

**RESOLUTION APPROVING REIMBURSEMENT OF UP TO \$7,350.00 FOR  
CONVERSION OF EXISTING SWAT HEADSETS TO WORK WITH THE NEW  
HARRIS RADIOS**

WHEREAS, the User Advisory Committee (“UAC”) of the Joint Emergency Communications Services Association of Johnson County (“Association”) has approached the Policy Board before about reimbursement for conversion of existing SWAT headsets used by Police Officers and Sheriff’s Deputies of member agencies.

WHEREAS, the UAC was asked previously to provide an exact number and cost of the conversion.

WHEREAS, the UAC has determined the total number of headsets to be 49 and the total cost of the equipment for the conversion is not to exceed \$7,350.00.

NOW, THEREFORE, BE IT RESOLVED BY THE POLICY BOARD THAT:

1. the Association agrees to pay up to \$7,350.00 collectively to the Police Departments of Iowa City, Coralville, University of Iowa Department of Public Safety and the Johnson County Sheriff’s Office for the equipment needed to convert their SWAT headsets to operate with the new Association provided Harris radios.

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that Resolution 2011-06 be adopted, and Resolution 2011-06 was approved by a vote of \_\_\_\_\_ - \_\_\_\_\_.

Passed and approved this twenty-fifth (25<sup>th</sup>) day of March, 2011.

---

PAT HARNEY, CHAIRPERSON OF THE  
JOINT EMERGENCY COMMUNICATIONS  
SERVICES ASSOCIATION FOR JOHNSON  
COUNTY POLICY BOARD



# MEMO

**To:** JECSA Policy Board Members  
**From:** Chief Barry Bedford, Chair, User Advisory Committee  
**Date:** 12/27/06  
**Re:** Policy recommendation concerning accessories to JECSA owned radios

**Message:**

During your meeting of November 14, 2010 you instructed me to have the UAC present a policy position concerning the purchase of accessories to LECSA owned radios. This matter has been discussed in the Law Enforcement Sub-committee and in the general UAC meeting on 3-15-2011. The recommendation from the JECC-UAC is as follows:

***All radios purchased by JECSA shall remain the property of JECSA. JECSA shall be responsible for the radio, batteries, initial accessories and upgrades/repairs due to normal wear and tear. Damage to equipment due to misuse or negligence would be the responsibility of the department assigned the radio.***

***Any additional minor accessories added to the individual radios by a department will generally be the responsibility of the department. In the event that a specific accessory is desired by one or more departments, and it is believed that the need is significant, the department(s) shall present a request for funding to the User Advisory Committee. If approved and recommended at that level; the Policy Board will evaluate the request and may choose to fund it. Unless such request is emergent, the department(s) should make every effort to submit such requests so that the Policy Board can consider the matter by October 1 of each year and make the determination whether to include it in budget considerations.***

RESOLUTION NO. 2011-07

**RESOLUTION TO APPROVE A POLICY DRAFTED BY THE USERS  
ADVISORY COMMITTEE CONCERNING THE FUTURE EXPENDITURES  
FOR ACCESSORIES FOR JECSA PROVIDED HARRIS RADIOS**

WHEREAS, the User Advisory Committee (“UAC”) of the Joint Emergency Communications Services Association of Johnson County (“Association”) has drafted a policy concerning the future purchase of radio accessories by the Association.

WHEREAS, the UAC has provided said policy to the Policy Board for its review.

WHEREAS, the UAC is recommending the future purchase of accessories to include batteries by the Association for Association provided Harris radios.

NOW, THEREFORE, BE IT RESOLVED BY THE POLICY BOARD THAT:

1. the Association agrees to the terms of the UAC drafted policy concerning the future purchase of accessories for Association provided Harris radios.
2. the Association further agrees to follow the terms of said UAC drafted policy.

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that Resolution 2011-07 be adopted, and Resolution 2011-07 was approved by a vote of \_\_\_\_\_ - \_\_\_\_\_.

Passed and approved this twenty-fifth (25<sup>th</sup>) day of March, 2011.

---

PAT HARNEY, CHAIRPERSON OF THE  
JOINT EMERGENCY COMMUNICATIONS  
SERVICES ASSOCIATION FOR JOHNSON  
COUNTY POLICY BOARD

**JECSA FINAL OFFER  
FOR COLLECTIVE BARGAINING  
AGREEMENT WITH  
COMMUNICATIONS WORKERS OF  
AMERICA LOCAL 7101  
March 10, 2011**

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## **AGREEMENT**

This Agreement is between the Joint Emergency Communications Services Association of Johnson County (“JECSA” or “Employer”) and Communications Workers of America, Local 7101 (“Union”).

## **ARTICLE 1 - RECOGNITION**

**1.01** JECSA recognizes the Union to be the sole and exclusive bargaining representative for the bargaining unit designated and certified by the Public Employment Relations Board in Case No. 8292 as ordered by that Board under the date of November 17, 2010. JECSA recognizes the Union as a sole and exclusive bargaining representative for those employees of JECSA in the following bargaining unit:

Included: All employees classified as a Dispatcher I or Dispatcher II.

Excluded: All other employees.

**1.02 Non-Discrimination in Employment**

Neither JECSA, nor the Union, shall discriminate against any employee because of union activity or lack thereof.

**1.03 Union Stewards**

JECSA recognizes the right of the Union to elect stewards from among workers in the unit. A written list of the names of the stewards or designated representatives of the union will be furnished to JECSA by the Union after their designation, and all changes in the representation shall be given to JECSA by the Union.

**1.04 Payroll Deductions**

JECSA will make monthly deductions (one hour of straight time pay from each of the first two paychecks of each month) from the wages of each employee covered by this Agreement who has provided JECSA with a written authorization therefore for monthly Union dues and initiation fees in the amount certified in such authorizations and remit such moneys to the Headquarter of the Union, Communications Workers of America, AFL-CIO, not later than the fifteenth (15) day of the succeeding month. Any such authorization may be revoked by an employee at any time upon thirty (30) days' written notice to JECSA and to the Union and shall automatically be cancelled upon termination of employment. The Union agrees to indemnify and hold JECSA harmless against any claim or liability arising out of the operation of this Article.

Upon appropriate written authorization from any employee, the Employer may cause to be deducted from the salary of the employee and may make appropriate remittance for any plan or program approved by the Employer.

**1.05 Bulletin Boards**

JECSA shall provide a bulletin board in each locker room for posting of official Union notices, job postings, seniority lists and JECSA notices to the Union.



## ARTICLE 2 - DEFINITIONS

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

**Days:** Days shall refer to calendar days including weekends and holidays, unless otherwise specified.

**Employee:** Individuals employed by JECSA in the Bargaining Unit identified in PERB Case No. 8292 and any amendments thereto.

**Full-Time Employee:** Individuals employed by JECSA who are regularly scheduled on a continuous basis for thirty-two (32) or more hours per week.

**Part-Time Employee:** Individuals who are labeled at the time of hire as part-time and employed by JECSA whose regularly scheduled hours are less than thirty-two (32) hours per week (not including additional hours the employee may volunteer for under Article 5).

**Probationary Employee:** Individuals who are new full-time employees but have not completed a six (6) month training period. Such employees are not eligible for shift bidding under Article 3.04, to sign up for additional shifts/hours under Article 5, for leave of absence under Article 11.04 or to bid under Article 16.03. Probationary employees earn holiday time under Article 10, personal days under Article 11.05, sick leave under Article 11.06, and vacation under Article 12.01, but may not take holiday, personal day or vacation.

**Employer:** Joint Emergency Communications Services Association of Johnson County.

**“In Pay Status”** - Any month in which the employee receives any pay for actively working or for paid time off (vacation, holiday, personal day, sick leave, compensatory time). Paid time off does not include long term disability benefits or workers’ compensation benefits.

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

**Seniority:** Dispatchers of JECSA who were actively employed as dispatchers by the City of Iowa City or Johnson County will start at JECSA with the seniority/years of service previously accumulated with the City or County. Full-time employees will earn seniority/years of service with JECSA based on length of continuous service with JECSA. Part-time employees’ will have seniority/years of service prorated based on regularly scheduled hours. In the event that two (2) or more Dispatcher Is or IIs have identical seniority, the order of their seniority shall be determined by adding the last four (4) digits of employee’s social security number and seniority shall be determined from highest to lowest.

**Union:** Local No. 7101 of the Communications Workers of America, AFL-CIO-CLC.

## **ARTICLE 3 - HOURS OF WORK AND PAYROLL**

- 3.01** The JECSA workweek begins at 12:00 a.m. on Sunday and ends at 11:59:59 p.m. on the following Saturday. The normal workweek is a consecutive seven (7) day period. The normal workday is eight (8) or ten (10) hours. Full-time employees are generally scheduled for forty (40) hours of work during the workweek if possible, and are expected to work their scheduled hours. Shifts and work days will be established by the Executive Director or designee, based on the needs of JECSA. Shifts starting at or after 3:00 p.m. and before 9:00 p.m. will receive a shift premium of \$.30 per hour and shifts starting at or after 9:00 p.m. and before 7:00 a.m. will receive a shift premium of \$.35 per hour.
- 3.02** All JECSA employees must report promptly to their designated workplace at the designated starting time.
- 3.03** JECSA operates on a two-week pay period beginning at 12:00 a.m. Sunday and ending on the second Saturday at 11:59:59 p.m. JECSA employees are paid bi-weekly with payday being on Friday for the two-week period ending the previous Saturday. JECSA employees are responsible for accurately recording the nature and totals of their work hours and paid time-off on bi-weekly timesheets. Completed timesheets must be turned in no later than Sunday at 9:00 a.m. of the pay week. The Executive Director or designee will then review all submitted timesheets.

Direct deposit is required for all JECSA employees.

Employees shall round time sheet totals to the nearest quarter-hour. Seven (7) minutes or less shall be rounded down, eight (8) minutes or more shall be rounded up.

Examples:

- 4 hours = 4 hours
- 4 hours, 7 minutes = 4 hours
- 4 hours, 8 minutes = 4.25 hrs.
- 4 hours, 22 minutes = 4.25 hrs.
- 4 hours, 23 minutes = 4.5 hours

- 3.04** On September 1, a list will be circulated among Dispatcher Is to select the shift to work as Dispatcher I. Another list will be circulated among Dispatcher IIs to select their shifts. Shifts will be awarded by seniority and shall go into effect the following January 1. For purposes of shift bidding only, seniority for Dispatcher I shall be based on their time as Dispatcher I as their usual job title. In the event that two (2) or more Dispatcher Is or IIs have identical seniority, the order of their seniority shall be determined by adding the last four (4) digits of employee's social security number and seniority shall be determined from highest to lowest.

- 3.05 Trade Time:** Employees may trade their shifts during the same work week with the mutual agreement and the approval of the Dispatch Supervisor, provided a written request is submitted prior to the trade specifying the shifts traded. Each employee to the trade is responsible for the completion of the trade.
- 3.06** Work schedules showing the employees' assigned shifts, work days and hours shall be posted on appropriate bulletin boards at all times.
- 3.07 Court Time:** An employee subpoenaed to testify during off duty hours shall be paid a minimum of two (2) hours pay, at the overtime rate of time and one-half (1 ½) the employee's normal rate of pay. When the court time required exceeds two (2) hours, in no event shall the employee be paid for his or her time in court in excess of the actual time necessary and required for his or her appearance and testimony and any time exceeding two (2) hours will be paid at straight time (unless otherwise required by law).

## **ARTICLE 4 - LUNCH AND BREAK PERIODS**

JECSA employees are entitled to one (1) 30-minute paid meal break and two (2) 15-minute paid breaks per eight- (8) hour shift. Break time may not be taken during the first or last one-half (½) hour of the shift. Employees who work a continuous twelve (12) hour shift are entitled to an additional fifteen (15) minute paid break.

All breaks must be taken in the JECSA building or on JECSA grounds.

## **ARTICLE 5 - ASSIGNMENT OF ADDITIONAL SHIFTS/HOURS**

### **5.01 Additional Shifts/Hours List:**

At the beginning of each fiscal year, all full-time Dispatchers will be placed on a list by seniority from highest to lowest ("List").

At the time a full-time Dispatcher is actually put on the schedule to work additional shifts/hours, either voluntarily or involuntarily, that Dispatcher is moved to the bottom of the List. If assignments are made at the same time for two or more Dispatchers for the same shift/ hours they will be moved to the bottom of the List by seniority (highest seniority to the bottom of the List first).

New full-time Dispatchers added to the List during the fiscal year will be placed at the top of the List.

### **5.02 Prescheduled Additional Shifts/Hours:**

By the 15<sup>th</sup> of each month JECSA will post shifts/hours needing coverage for the next calendar month. Full shifts will be broken into up to four or five-hour blocks, if possible.

Part-time employees will have through the 20<sup>th</sup> to sign up to cover any shifts/hours. Full-time employees will have until from the 21<sup>st</sup> through the 25<sup>th</sup> to sign up for any shifts/hours not covered by part-time employees.

In chronological order, additional shifts/hours will be awarded to those who sign up, first to part-time employees. Any shifts/hours that have more than one full-time employee signed up will be awarded using the List, with the employee nearest the top of the List being given priority.

Any shifts/hours that remain open as of the 25<sup>th</sup> after sign up closes and after shifts/ hours have been awarded will be assigned in chronological order of the shift/hours to the employee nearer the top of the List who has a regularly scheduled shift preceding the open shift/hours.

### **5.03 Non-Emergency Coverage:**

Additional shifts/hours not covered by 5.02 will be covered as follows:

Full shifts will be broken into up to four or five-hour blocks, if possible.

Step 1: If the opening is more than five days in the future, a list of such shifts/hours will be posted for sign up by part-time or full-time employees. On the 5<sup>th</sup> day before the shifts/hours, it will be awarded to the part-time Dispatcher who signed up first. If no part-time Dispatcher signed up, the shifts/hours will be awarded to the full-time Dispatcher who signed up who is nearer the top of the List.

Step 2: If there is still not sufficient staffing, then JECSA has the right to assign coverage of available hours as follows:

If the first block is not covered, the full-time Dispatcher nearer the top of the List working the preceding shift will be assigned to work.

If the second block is not covered, JECSA will attempt to contact a full-time Dispatcher in order from the List on the following shift. The first one contacted will be assigned to work. If JECSA cannot contact a Dispatcher on the following shift, the Dispatcher covering the first block shall also cover the second block until a replacement can be found.

#### **5.04 Emergency Coverage:**

If shifts/hours remain uncovered (or there are 5 days or fewer before the shift/hours) they will be offered to part-time Dispatchers if possible and then chronologically as follows:

Step A: The first four or five-hour block will be offered to full-time employees scheduled for duty on the preceding shift, starting with the Dispatcher nearest to the top of the List and working in order to the Dispatcher nearest the bottom of the List.

The second four-hour block will be offered to full-time employees scheduled for duty on the shift following the shift/hours, starting with the Dispatcher nearest the top of the List and working in order to the Dispatcher nearest the bottom of the List.

Step B: If there is still not sufficient staffing, full-time employees not scheduled to work at all on the day shall then be contacted in order from the List and offered available hours.

For Steps A and B, an unanswered phone call (including a message left on an employee's voice mail) shall constitute an offer of hours.

Step C: If there is still not sufficient staffing (or if there is insufficient time to start or finish any of Steps A-B), then JECSA has the right to assign coverage of available hours as follows:

If the first block is not covered, the full-time Dispatcher nearer the top of the List working the preceding shift will be assigned to work.

If the second block is not covered, JECSA will attempt to contact a full-time Dispatcher in order from the List on the following shift. The first one contacted will be assigned to work. If JECSA cannot contact a Dispatcher on the following shift, the Dispatcher covering the first block shall also cover the second block until a replacement can be found.

**5.05** Overtime shall be paid at the rate of time and one-half (1.5) the employee's regular straight time hourly rate for all hours worked in excess of either the employee's regularly scheduled eight (8) or ten (10) hour shift in a twenty-four (24) hour period or forty (40) hours in a work week.

An employee may elect compensatory time off in lieu of overtime pay. The election must be made before 9:00 a.m. on the Monday following the end of the immediately preceding two-week pay period. If compensatory time is elected it shall be at the rate of 1½ hours of paid time off for each one (1) hour of overtime worked. It shall be scheduled in accordance with scheduling of paid time off in Section 12.02. Employees may accumulate up to 40 hours of compensatory time. Employees with 40 hours of accumulated compensatory time must take overtime pay until their compensatory time drops below 40 hours.

**5.06** An employee called back to work after having been released from his/her regularly scheduled work day, and less than two (2) hours before the start of the next scheduled work period, shall receive a minimum of two (2) hours pay at time-and-one-half (1.5) their regular rate of pay. Call-back time begins when the employee reports for work and ends when the employee leaves the place of reporting.

## **ARTICLE 6 - OUTSIDE EMPLOYMENT**

Outside employment is any employment in addition to an employee's regular, full-time job with JECSA. Other employment may be permitted if such activities do not interfere with the efficiency of the employee's duties and responsibilities and do not present a conflict of interest. An employee should check with the Executive Director or designee if outside employment may pose a conflict of interest or interfere with JECSA job responsibilities. An employee's activities of outside work shall not involve the dissemination of information not generally available to the public.



## **ARTICLE 7 - ATTENDANCE**

- 7.01** Employees who will be absent or late for work must notify the Dispatcher I at least two (2) hours before their scheduled start time if possible. Even if two-hour notice is not given, employees must still report an absence from work on the first day of the absence, unless physically impossible, to the Dispatch Supervisor, the Executive Director or designee.

During a scheduled workday, absence from the employee's place of work must have prior approval of the Executive Director or designee.

If an employee is absent for three (3) or more scheduled work days without notifying the Executive Director or designee and securing approval for the absence, the employee will be considered to have abandoned his/her job and will be terminated automatically.

- 7.02** To avoid being tardy, an employee must be at his/her workstation and ready to assume his/her duties no later than 6:59:59 a.m. (day shift), 2:59:59 p.m. (evening shift), 10:59:59 p.m. (midnight shift) or any other time that he/she is scheduled to start work. Exceptions shall be granted to any employee who has made a prior approved trade arrangement with a person he/she is scheduled to relieve. An arrangement of this type must be made with enough advance notice so that the on-duty personnel have the option of declining the request.

For example, if an employee who is scheduled for the day shift calls at 6:50 a.m. and says he/she is tied up in traffic, the on-duty personnel will have no choice as to whether or not someone will hold over for the late employee. In this case, the employee shall be considered tardy, and the on-duty Dispatcher I shall document the tardy.

Employees may not leave their duties until they have been relieved by their replacements on the next shift (unless released from duty by the Dispatch Supervisor or a Dispatcher I).

In unusual circumstances, such as severe weather, heavy call-volume, crime-in-progress, complicated incidents, etc., an employee may need to hold over into the next shift or begin work early. Extra work of this nature must have the prior approval of the on-duty Dispatcher I.

All instances of tardiness must be accurately documented by the on-duty Dispatcher I in accordance with JECSA procedures.

An employee who holds over beyond his/her scheduled hours to cover for a tardy co-worker shall be compensated for his/her time as follows:

If the employee holding over wishes to claim overtime pay, that employee must remain on duty until the next quarter-hour. The tardy employee may not perform any work in the center during this time and will receive no pay for this period (unless the employee elects to use other paid time off to cover the lost pay). The employee

holding over may also work the time on a trade basis, at his/her option, in lieu of overtime pay.

## **ARTICLE 8 - DRUG AND ALCOHOL FREE WORKPLACE POLICY**

**8.01** JECSA is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job poses serious safety and health risks as well as jeopardizing the safety of the public, fire, law enforcement and EMS personnel. These policies have been adopted to help ensure a drug-free, safe and healthful working environment. It applies to all prospective employees, and to all employees who are not required to be tested under federal law.

**8.02** Employees of JECSA are our most valuable resource and, for that reason, their health and safety is our number one concern. Any drug use which imperils the health and well-being of our employees or threatens our business will not be tolerated. The use of illegal drugs and abuse of other controlled substances on or off duty is inconsistent with the law-abiding behavior expected of citizens. Employees who use illegal drugs or abuse other controlled substances on or off duty tend to be less productive, less reliable and prone to greater absenteeism. This, in turn, can result in increased costs, delays and risks to JECSA's business. Alcohol and drug use in the workplace puts the health and safety of the abuser and all other workers around them at increased risk. Employees have the right to work in an alcohol and drug free environment. In response to public requirements for alcohol and drug-free workplaces, and in keeping with JECSA's concern for the health and safety of its work force, JECSA has instituted this following Alcohol and Drug Free Workplace Policy.

This policy applies off site as well as on site for all JECSA employees who travel for any reason on JECSA business. Any employee attending an off site trade show, conference, sales meeting, business meeting, training, or any other JECSA business is considered on full work assignment inasmuch as salary is provided and travel expenses are covered.

This policy reinforces JECSA's intent to maintain an alcohol and drug free workplace. The prohibitions of this policy include the manufacture, distribution, sale, possession or use of a controlled substance in the workplace. The last section of this policy lists the disciplinary actions that employees will face for any violation of JECSA's Alcohol and Drug Free Workplace Policy.

Any employee who violates this policy will be subject to disciplinary action up to and including termination of employment.

**8.03** JECSA's Alcohol and Drug Free Workplace policy prohibits employees from engaging in any of the following activities:

- Use, possession, manufacture, distribution, dispensation or sale of alcohol or a controlled substance on JECSA premises, or JECSA business, or in a JECSA supplied vehicle.

- Unauthorized use or possession, or any manufacture, distribution, dispensation or sale of a controlled substance on JECSA premises, or while on JECSA business or while in a JECSA supplied vehicle.
- Storing in a locker, desk, automobile, or other repository on Company premises any controlled substance whose use is unauthorized.
- Being under the influence of alcohol or a controlled substance on JECSA premises or while on JECSA business or while in a JECSA supplied vehicle.
- Any possession, use, manufacture, distribution, dispensation or sale of illegal drugs off JECSA premises that adversely affects the individual's work performance, their own or the safety of others at work, or the JECSA's regard or reputation in the community.
- Failure to adhere to the requirements of any alcohol or drug treatment or counseling program in which the employee is enrolled.
- Failure to notify JECSA of any charges under criminal drug statutes for an offense within five (5) working days of the charges.
- Refusal to sign a statement to abide to JECSA's Alcohol and Drug Free Workplace Policy.

JECSA will not hire anyone who is known to currently abuse alcohol or other controlled substances or drugs.

**8.04** An employee undergoing prescribed medical treatment with any drug, which may alter their physical or mental ability, must report this treatment to their supervisor. The supervisor will determine whether a temporary change in the employee's job assignment is warranted during the period of treatment. If it is expected that an employee will follow the prescription's conditions as to quantities of the prescribed drug being taken. Failure to do so will be viewed the same as willful abuse of alcohol, drugs, or controlled substances.

**8.05** A violation of JECSA's Alcohol and Drug Free Workplace Policy will result in disciplinary action, up to and including termination of employment, at JECSA's sole discretion.

JECSA's Alcohol and Drug Free Workplace Policy does not create an employment contract between Employer and employee. Furthermore, JECSA has the sole right to modify the policy and program at any time and will do so on an ongoing basis to keep the policy current with changing times.

It is understood that this policy is not to be interpreted as an employment contract.

Since this policy is subject to further evaluation, employees understand and agree that it may be amended, modified or terminated by JECSA in whole or in part, at any time, with or without notice. Employees agree to observe such changes in all respects.

## **8.06 Drug and Alcohol Testing Policy**

### **Testing of Prospective Employees**

All prospective employees shall be informed that a condition of employment includes passing a drug and alcohol test as part of the pre-employment process.

Prospective employees who refuse to provide a testing sample when scheduled or whose test verified positive for one of the substances identified in this policy, shall not be hired and shall be ineligible for employment with JECSA for one year from the date of the test results. A prospective employee's failure to provide a valid sample which can be tested constitutes a refusal to provide a testing sample. Any action taken against a prospective employee shall be based only on the results of the drug and alcohol test.

### **Testing Program**

**Drug Testing.** JECSA will conduct testing of employees and prospective employees for illegal drugs (and legal drugs which are being used without a prescription) in an attempt to encourage a safe and productive work environment. The drugs for which employees and prospective employees will be tested are: cocaine, opiates, cannabinoids, marijuana, amphetamines/ methamphetamines, benzodiazepines and phencyclidine. Additionally, the employee and prospective employee will be given an opportunity to give information regarding prescription drugs which the employee or prospective employee has been taking. Use of either illegal drugs or legal drugs without a current prescription for that employee or prospective employee, is prohibited at any time and violates this policy. A positive test for either illegal drugs or legal drugs which are being used without a current prescription for that employee or prospective employee is a violation of the policy.

**Alcohol Testing.** JECSA will conduct alcohol testing of employees and prospective employees in accordance with Iowa law. An alcohol concentration level of .04 grams of alcohol or more per two hundred ten liters of breath, or its equivalent, is considered a positive test result and violates this policy. Alcohol means ethanol, isopropanol, or methanol. Evidential breath testing devices, alcohol screening devices, and the qualifications for personnel administering initial and confirmatory testing are required to be and will be consistent with the applicable provisions of 49 C.F.R. Section 40 adopted as of January 1, 1999.

**Circumstances of Testing.** An active employee may be required to submit to a drug or alcohol test under any of the following circumstances:

1. **Reasonable Suspicion.** An active employee will be required to submit to a drug or alcohol test if JECSA has evidence that the employee is using or has used drugs or alcohol in violation of JECSA's written policy. This evidence must be drawn from specific objective and articulable facts and reasonable inferences drawn from those

facts in light of experience. Examples that might support a test based on reasonable suspicion include:

- a. Observations made at work, such as direct observation of drug or alcohol use or the physical symptoms of being impaired from drug alcohol use.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report, by a reliable and credible source, of drug or alcohol use.
- d. Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with JECSA.
- e. Evidence that an employee has caused an accident resulting in either:
  - (i) Personal injury other than minor injuries requiring only first aid treatment and which do not involve medical treatment, loss of consciousness, restriction of work or motion, or transfer to another job; or
  - (ii) Property damage reasonably estimated to exceed \$1,000.
- f. Evidence that an employee has manufactured, sold, distributed, solicited, possessed, used or transferred drugs or alcohol while either working, being on JECSA's premises or operating JECSA's vehicle, machinery or equipment.

2. **Drug or Alcohol Rehabilitation.** An employee will be subject to periodic testing during and after completion of drug or alcohol rehabilitation.

3. **Accident Investigation.** Employees will be subject to drug and alcohol testing in JECSA's investigation of an accident in the workplace resulting in either:

- (i) Personal injury other than minor injuries requiring only first aid treatment and which do not involve medical treatment, loss of consciousness, restriction of work or motion, or transfer to another job; or
- (ii) Property damage reasonably estimated to exceed \$1,000.

4. **Blood Tests.** JECSA will rely and take action upon the results of any blood test for drugs or alcohol made on any employee involved in an accident at work if the test is administered by or at the direction of the person providing treatment or care of the employee and JECSA has lawfully obtained the results of said test.

**Scheduling of Testing.** Drug or alcohol testing shall normally occur during, or immediately before or after, a regular work period. The time required for testing, including travel time, shall be considered as work time.

### **Testing Procedures Applicable to Employees and Prospective Employees**

**Cost of Testing.** The actual costs of testing, other than for a second confirmatory drug test if one is requested by the employee, shall be paid by JECSEA.

**Testing of Minors.** In the event the prospective employee or employee tested is a minor, any notice required to be sent to the minor employee or prospective employee concerning a confirmed positive drug or alcohol test shall also be provided to the parent of the minor by certified mail, return receipt requested.

### **Employee Discipline in Connection with a Drug or Alcohol Test**

The following is a list of uniform requirements for action JECSEA will take against an employee upon receipt of a confirmed positive drug or alcohol test result, or upon an employee's refusal to submit to such test. An employee's failure to provide a valid sample which can be tested constitutes a refusal to provide a testing sample. Any action taken against an employee is based only on the results of the drug or alcohol test.

1. **Refusal to submit to a drug test.** An employee who refuses to submit to a drug or alcohol test when requested to do so will be discharged.
2. **Positive drug or alcohol test result.** An employee who has a confirmed positive drug or alcohol test will be discharged.
3. **Exception for alcohol only.** Upon JECSEA's receipt of a confirmed positive alcohol test result, any employee who meets all of the following conditions is entitled to enroll in an approved rehabilitation, treatment, or counseling program in lieu of discharge. The conditions are:
  - a. The employee must have been employed by JECSEA for at least 12 of the previous 18 months, measured from the date of testing.
  - b. The employee must agree to rehabilitation.
  - c. The employee must not have previously violated the terms of this Drug and Alcohol Testing Policy.
  - d. Participation in and successful completion of the approved rehabilitation, treatment, or counseling program is a condition of continued employment with JECSEA; failure to do so will result in discharge. Apportionment of the costs of treatment will be made as required under Section 730.5(9)(g) of the Iowa Code.

4. **Pre-Result Suspension - Reasonable Suspicion.** Prior to JECSA's receiving the results of an employee's drug or alcohol test, an employee's employment with JECSA may be suspended without pay, pending the outcome of the test. If the result of the test does not violate the terms of this written policy, the employee will be reinstated, with back pay and interest, as provided in Iowa Code Section 730.5(10)(b).



**ARTICLE 9 - [RESERVED]**

## ARTICLE 10 - HOLIDAYS

The following holidays have been officially designated by JECSA as observed holidays.

Official Holidays	Day Observed
New Year's Day	January 1
Martin Luther King Day	January 19
Presidents' Day	Same as National Holiday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

### Shift Employees

All full-time employees working a regular shift can accrue during the fiscal year a bank of eighty-eight (88) hours of paid holiday time each fiscal year. The holiday time will be awarded the first of the month in which the holiday occurs and in which the employee is in pay status. If an employee actually works a shift that starts on any hour on a holiday, the employee may elect to be paid either time and a half or compensatory/holiday time at the rate of 1.5 hours of paid time off for all hours worked on the shift (in addition to any half time premium or compensatory time that also may be applicable to the hours under Article 5.05 or 5.06). Such compensatory/holiday time is subject to the terms and conditions of Article 5.05. "Shift that starts on any hour on a holiday" means the last shift starting the day before the holiday and the first and second shifts starting on the holiday. Shift employees must submit a request to use this holiday time, under Scheduling Paid Time Off in Section 12.02. Twenty-four (24) unused holiday hours may be carried over at the end of the fiscal year. Unused holiday hours will be paid upon resignation or retirement.

## **ARTICLE 11 - ABSENCE FROM WORK**

### **11.01 Funeral Leave**

All full-time employees are provided with up to three (3) paid working days (five days in case of a death of a spouse or child) as funeral leave to attend the funeral, or handle related matters, caused by the death of a member of his or her immediate family. For the purpose of this section, immediate family is defined as spouse, children, parents, siblings, step-children, step-parents, step-siblings, grandparents, grandchildren, and parents-in-law, sisters or brothers-in-law, sons or daughters-in-law, guardian or other permanent members of the immediate household.

All funeral leaves must be approved by the Executive Director or designee.

### **11.02 Jury Duty**

If an employee is required to serve for jury duty, he/she must submit a copy of the summons to the Executive Director or designee. Jury duty is considered an authorized absence from work and the employee will receive his/her regular pay for scheduled work hours missed while performing this duty. Because the employee will continue to be paid by JECOSA, the employee will be required to turn over any remuneration received for performing jury service to JECOSA. Any employee released from jury duty with two or more hours remaining in the regularly scheduled shift, or with eight (8) or more hours until the start of the employee's regular shift, shall report for duty.

### **11.03 Military Duty Leave**

Military duty leave rights will conform to applicable federal (USERRA) and state law.

### **11.04 Leaves of Absence (Personal Leaves)**

All regular full time employees may be granted leaves of absence after they have been employees for six (6) full months. For the purpose of this section, a "leave of absence" is defined as unpaid time taken off from work for a claimed work related injury (whether workers' compensation benefits are paid or not), injury, disability (whether LTD benefits are paid or not) or for other personal reasons, such as educational purposes, travel or other personal circumstances and after all paid time off (vacation, holiday, personal day, sick leave, compensatory time) has been exhausted.

Leaves of absence shall be without pay. Starting with the first full calendar month of a leave of absence, the employee:

- a. Cannot make retirement contributions.
- b. Shall not earn sick, vacation, personal day, holiday or other paid leave.

- c. Shall not acquire additional seniority during said leave.
- d. Must pay health, dental, vision, life, and disability insurance premiums falling due during any month if coverage is desired and is available subject to insurance carrier approval.
- e. Shall not receive any other accruals or job benefits during the period of absence.

Requests for leaves of absence must be presented to the Executive Director or designee when the need for leave is known and ordinarily at least one (1) month in advance of the date the requested leave is to begin in order to be considered. The written request for leave must include the reason for the request, the anticipated length of leave, and the employee's address and phone number while on leave. Employees may request that the exact nature of the personal reason be kept confidential. Request will be reviewed and a decision will be made which considers the needs of JECOSA. Due to varying staffing and operational needs, each request is considered independently. Approval is not guaranteed.

Requests for leaves of absence without pay may be granted for periods of up to one (1) year with the approval of the Executive Director or designee and the JECOSA Policy Board. Extensions of a leave of absence already being taken must be requested in writing to the Executive Director or designee no later than sixty (60) days before the current leave will expire, and may not be for a period of time longer than the original leave granted, the combination being subject, however, to the one (1) year limit.

Approval of extensions is not guaranteed.

Any employee granted a leave of absence may keep his or her group life and health insurance, and retirement plans (if applicable) in full force during his or her leave by arranging for payment of the entire premiums/deductions and any additional surcharges permitted by law during the absence. Such arrangements must be made with the Executive Director or designee prior to going on leave. Failure to make such arrangements, or failure to make required payments in a timely manner, will result in cancellation of the benefits. If a benefit is so canceled, the rules and regulations of the carrier or provider will be observed if the employee returns and seeks reinstatement of coverage.

Employees considering a leave of absence must be aware that JECOSA will not guarantee to hold their job open for them during the period of the leave. There is NO assurance of reinstatement to employment in any capacity at the conclusion of the leave. If there is an open position for which the employee is qualified at the conclusion of his or her leave, the employee, along with other qualified internal candidates, may bid for the position. If, at the conclusion of an approved leave of absence, the employee does not return to work for any reason, that employee shall be considered as having resigned and terminated his or her employment as of the last day actively worked before such leave.

### **11.05 Personal Days**

JECSA provides all full-time employees with one (1) personal day (8 hours) per year as a paid day off for personal business. Personal days are awarded each July 1 to employees in pay status. New employees will receive a personal day after the completion of ninety (90) days of employment with JECSA (if such completion occurs before January 1).

The employee must request the personal days off in accordance with Section 12.02.

Personal days will not be carried over from one fiscal year to another. Personal days must be taken in at least fifteen (15) minute increments as time-off from the employee's regular work schedule.

### **11.06 Sick Leave**

Full-time employees shall be granted twelve (12) hours of paid sick leave each full calendar month in pay status (which equals a total accumulation of 18 eight-hour workdays per year). Sick leave shall accrue to a maximum of 1,440 hours. Sick leave is prorated for part-time employees. Sick leave may be used as soon as hours are available. No sick leave will be paid upon discharge, layoff, resignation or retirement.

Employees who are hired by JECSA and who were actively employed by the City of Iowa City or Johnson County as dispatchers will start at JECSA with the same number of accrued paid sick leave hours as they had with the City or County. JECSA employees who were paid accrued sick leave hours upon termination of employment with the City of Iowa City or Johnson County will have that number of sick leave hours subtracted from the bank of sick leave hours being transferred to JECSA.

Sick leave is considered a privilege and not a right to be used at the employee's discretion for personal business. Sick leave is to be utilized out of necessity for actual sickness, disability, illness, pregnancy-related illness or disability, immediate family injury or illness, doctor appointments or dentist appointments. Whenever possible, medical appointments should be scheduled in a timely manner in order to minimize the employee's absence from work. Sick leave for periods of less than one (1) workday may be used in one-half (1/2) hour increments.

Sick leave benefits are not paid for illnesses, injuries and doctor/dentists appointments occurring on vacation or for illness or injury suffered and recovered from during a leave of absence, and illness or injury occurring after the employee has given notice of resignation unless physician's verification is provided. The Executive Director or designee may waive this requirement under exceptional circumstances.

When an employee needs to take sick leave, he/she shall make every effort to notify the on-duty Dispatcher I at least two (2) hours prior to the employee's scheduled start time.

If an employee uses three (3) consecutive sick leave days, JECSA reserves the right to have that absence confirmed by a medical doctor or other health practitioner. If the employee is absent from work for more than five (5) consecutive workdays, the employee shall be required to obtain a physician's certification of illness and release to return to work.

An employee shall notify his/her Supervisor and/or the Executive Director or designee of their intent to return to work as soon as possible; but no later than two (2) days prior to the anticipated date of return. The JECSA may require a fitness for duty report from the employee's health care provider. The JECSA may also require a second medical opinion, at the JECSA's expense, before allowing an employee to return to work.

**11.07 [Reserved]**

## ARTICLES 12 - VACATIONS

**12.01** Full-time JECSA employees are eligible for paid vacation time. Vacation time for employees is earned by full calendar month in which they are in pay status and is based on years of continuous service as follows:

<b>Years of Service</b>	<b>Vacation Days</b>
0 through 5 years	1 day per month = 96 hours
Over 5 through 10 years	1.25 days per month = 120 hours
Over 10 through 15 years	1.50 days per month = 144 hours
Over 15 through 20 years	1.75 days per month = 168 hours
Over 20 + years	2 days per month = 192 hours

As of July 1, a maximum of 192 hours may be carried over. Any unused vacation above 192 hours as of July 1 will be paid. Unused vacation will not be paid except upon resignation or retirement. Maximum payout upon retirement or resignation (after 6 continuous months of permanent employment only) shall be one hundred ninety-two hours.

Employees who are hired by JECSA and who were actively employed by the City of Iowa City or Johnson County as dispatchers will start with JECSA with the same full years of service towards vacation accrual as they had with the City or County.

### **12.02 Scheduling Paid Time-Off**

Vacation and holiday hours shall be taken in no less than 1-hour blocks of the employee's regular shift. Other paid time off (such as personal days and compensatory time) may be taken in fifteen (15) minute blocks.

No paid time off may be taken without written prior approval by the Executive Director or designee.

Approval of paid time-off is subject to the following restrictions:

- 1) Previously scheduled training (e.g. ride-alongs) or special assignments will not be canceled or changed to accommodate a request for time-off.
- 2) A Dispatcher performing training work may not be changed to dispatch coverage to accommodate a request for paid time-off for another employee.
- 3) JECSA reserves the right to cancel time-off requests to accommodate training needs, special assignments or other changes to the schedule, except Priority Vacation.

A "Priority Vacation list" will be circulated beginning in October of each year to all Dispatcher I and Dispatcher II personnel. The list will be given to the most senior employee, and then passed along, eventually ending with the least senior employee. Each employee

may select from one (1) to fourteen (14) consecutive calendar days as Priority Vacation during the next calendar year to be awarded by seniority. No more than one person on any shift may select the same dates for Priority Vacation. JECSA reserves the right to limit the number of employees using Priority Vacation on different shifts during the same time period. By November 5, JECSA will post the employees awarded Priority Vacation.

Any other requests for paid time off may be made up to one year in advance and will be reviewed for approval on a first come first served basis. If more than one employee submits a request on the same day for the same day off, the most senior employee will have priority to be granted the day off. Such requests for a fiscal year will not be considered for approval until sign up for Priority Vacation is completed.

Special restrictions apply to time-off requests for the period of December 22<sup>nd</sup> through January 1<sup>st</sup>. No one may use vacation, holiday, personal days or compensatory time during the above period unless minimum staffing is met by employees who volunteer for the shifts/hours.

Every effort will be made to grant vacation during periods requested by employees, consistent with the operational needs of JECSA. JECSA reserves the right, by action of the Executive Director or designee, to approve or disapprove dates of vacation requests.



## ARTICLE 13 - SEPARATION

### 13.01 Definitions

Separation from employment with JECSA may be accomplished by discharge, layoff, resignation, and retirement in accordance with the following definitions:

**Discharge:** Involuntary termination by JECSA. Discharge, or termination of employment, is the permanent removal from employment with the corresponding permanent loss of all privileges of employment with JECSA.

**Layoff:** Involuntary separation initiated by JECSA due to the elimination of certain positions or a reduction in payroll.

**Resignation:** Voluntary separation initiated by the employee, including not returning to work after a leave of absence.

**Retirement:** Voluntary separation in accordance with provisions of the Iowa Public Employees Retirement System.

### 13.02 Discharge

Upon discharge the employee shall return all tools, equipment, JECSA identification, supplies, Employee Handbook, keys, training materials or other JECSA property to JECSA on or before his/her final workday.

Employees of JECSA who are to be discharged shall be paid for all accrued but unused vacation time at the time of termination. Unused vacation time shall be determined as of the employee's last anniversary date that was prior to the date of discharge. Employees shall be paid for any unused compensatory time in accordance with FLSA regulations at the time of termination. Such employees shall not be compensated for any unused personal day, holidays or sick leave.

### 13.03 Layoff

Should JECSA find it necessary to release an employee from his/her duties due to a lack of work and/or a reduction in the work force, the employee shall be given advance notice of twenty (20) working days. Part-time and probationary employees shall be laid off first. Next, the least senior person in the job classification affected (Dispatcher I or Dispatcher II) will be laid off. A Dispatcher I subject to lay off may bump the least senior Dispatcher II. If as a result of the layoff or bump there is an opening JECSA decides to fill, it will use the procedure in Article 16.03. If after layoff/bump the shift(s) of the remaining employees need(s) to be realigned, JECSA will use the procedure in Article 3.04. To be entitled for recall, laid-off employees must keep JECSA informed of their mailing address and phone number. Written notice of recall by certified mail to the employee at the address shall be sufficient notice. The laid off employee shall retain seniority for a period of one (1) year

from the date of layoff and then the employment is ended. The employee's final paycheck (including any unused vacation, applicable compensatory time, unused holiday pay and unused personal day) shall be issued on the first normal pay date after layoff.

#### **13.04 Resignation**

An employee who resigns from JECSA is expected to provide the Executive Director or designee advance notice of resignation of at least ten (10) working days.

The resigning employee shall be allowed adequate time during normal working hours to return any tools, equipment, JECSA identification, supplies, keys, Employee Handbook, training materials, etc., and to settle any other obligations to JECSA. The employee shall return these items to JECSA on or before his/her final workday. The employee's final paycheck (including any unused vacation, applicable compensatory time, unused holiday pay and unused personal day) shall be issued on the first normal pay date after resignation.

#### **13.05 Retirement**

In accordance with the Age Discrimination in Employment Act, JECSA imposes no mandatory retirement age on employees. All full-time employees are eligible for retirement benefits after reaching the age and length of service requirements specified by the Iowa Public Employees Retirement System. Applicants for retirement shall contact the Executive Director or designee to complete appropriate retirement plan procedures. The employee's final paycheck (including any unused vacation, applicable compensatory time, unused holiday pay and unused personal days) shall be issued on the first normal pay date after retirement.

## **ARTICLE 14 - BENEFITS**

### **14.01 Disclaimer**

This Article discusses many of the benefits currently offered to JECSA employees. Some benefits, such as employee pension and workers compensation benefits, are governed by state law. Such benefits may change depending upon changes in legislation.

Certain other benefits, such as employee health insurance, life insurance and deferred compensation plan are governed by their own separate plans. Summary plan descriptions which explain coverage of employee benefits (health insurance, life insurance, deferred compensation plan, flexible spending plan, etc.) in greater detail are available. The actual plan documents are available by making a request to JECSA administration. Additionally, JECSA reserves the right to change or eliminate any benefits at any time subject to applicable law or any provisions of this collective bargaining agreement.

### **14.02 Deferred Compensation Plan**

JECSA offers a government approved 457 Deferred Compensation Plan. This is a voluntary program and does not have an employer contribution. This plan allows employees to earn and invest money now, and pay taxes on it later. The employee's contribution is automatically deducted from his/her paycheck and applied to an account according to the employee's instructions.

### **14.03 Employee Assistance Program (EAP)**

The Employee Assistance Program (EAP) is provided for all employees by JECSA through a contracted outside agency. Employee services available through the EAP include counseling regarding a broad range of problems such as parenting concerns, marital and family stress, emotional stress, personal problems, alcohol and drug abuse, and financial or legal problems. The Executive Director or designee may refer employees to the EAP or employees may choose to contact the EAP at any time their services are deemed to be needed. EAP services are available for immediate family members of JECSA employees. The use of the Employee Assistance Program is confidential. Detailed information may be obtained from JECSA Administration.

### **14.04 Group Insurance (Medical, Hospitalization, Dental, Vision)**

All eligible full-time JECSA employees who are in pay status may participate in the comprehensive group health insurance plans provided by JECSA. Each new employee will receive a complete description of each plan offered by JECSA in the "New Employee Orientation" packet available through JECSA Administration.

The current health insurance plans include medical, hospitalization, vision, and dental care. Coverage is available for employees and dependents. JECSA, either through the purchase of insurance or self funding, will provide medical/hospitalization/dental coverage as follows:

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**MEDICAL/HOSPITALIZATION**

Deductible	\$250 Single	\$500 Family
Out-of-Pocket Maximum	\$1,000 Single	\$2,000 Family
Out-of-pocket maximums include deductible amounts.		
Co-Insurance	90%/10% employee in network 80%/20% employee out-of-network	
Prescription Drugs	\$10 Tier 1 \$25 Tier 2 \$40 Tier 3	

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**DENTAL**

Deductible	\$25/\$75 (in premier network) \$50/\$150 (non-participating)
Annual benefit max	\$1,500
Lifetime ortho max	\$1,500

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**VISION**

<b>In-Network Benefits Vision Care Services</b>	<b>Exam</b>	<b>Member Pays</b>
Exam	\$10 Copay	
Dilation	\$0	
Eye Exam Refraction	\$0	
	<b>Lens (Standard)</b>	
Single Vision	\$25 Copay	
Bi-focal	\$25 Copay	
Tri-focal	\$25 Copay	
Standard Progressive Lens	\$25 Copay + (80% of Charge) less \$55 allowance	
Premium Progressive Lens	\$25 Copay + (80% of Charge) less \$55 allowance	
Other Lens Types	80% of Charge	
	<b>Frames</b>	
Frame	80% of Balance over \$100	

**Lens Options (In Addition to Standard Lenses)**

Standard Polycarbonate	80% of Charge
Standard Plastic Scratch Coating	80% of Charge
Tint	80% of Charge
UV Treatment	80% of Charge
Standard Anti-Reflective (a/r) Coating	80% of Charge
Other Coating	80% of Charge
Oversized Lenses - Single Vision	80% of Charge
Oversized Lenses - Multi-focal	80% of Charge
Prism	80% of Charge
Other Lens Options	80% of Charge
<b>Contact Lenses</b>	
Contact Lenses - Conventional	85% of Balance over \$115
Contact Lenses - Disposable	Balance over \$115
Standard Fit and Follow-Up	\$40 Copay
Premium Fit and Follow-up	90% of Charge
<b>Non-Scheduled Items</b>	
Doctor Misc Material	80% of Charge
Non-scheduled Item - Retail	80% of Charge

**Out-of-Network Benefits**

**Vision Care Services**

	<b>Exam</b>	<b>Member Pays</b>
Exam		Up to \$35
	<b>Lens (Standard)</b>	
Single Vision		Up to \$25
Bi-focal		Up to \$40
Tri-focal		Up to \$60
Standard Progressive Lens		Up to \$40
Premium Progressive Lens		Up to \$40
	<b>Frames</b>	
Frame		Up to \$40
	<b>Contact Lenses</b>	
Contact Lenses - Conventional		Up to \$81
Contact Lenses - Disposable		Up to \$81

**Additional Discounts**

**Vision Care Services**

	<b>Lens (Standard)</b>	<b>Member Pays</b>
Lens		60% of Charge
	<b>Frames</b>	
Frame		60% of Charge
<b>Lens Options (In Addition to Standard Lenses)</b>		
Standard Plastic Scratch Coating		60% of Charge
Tint		60% of Charge
Coatings		60% of Charge
Lens		60% of Charge

Contact Lenses - Conventional	<b>Contact Lenses</b>	85% of Charge
Misc. Material - Retail	<b>Non-Scheduled Items</b>	60% of Charge

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JECSA will pay the cost of the medical, hospitalization, vision and dental plans for full-time employees. Employees must contribute \$40 per month towards the cost of non-single plans. In addition, employees selecting non-single plans for vision insurance must pay the costs above a single plan.

JECSA reserves the right to change providers of the insurance plans at any time.

#### **14.05 Life Insurance**

All full-time employees will be covered for 100% of their annual wages at no cost to the employee. Coverage for the employee will be the amount of 1 (one) year of regularly scheduled hours (not including overtime). This coverage ends when employment with JECSA ends.

#### **14.06 Pension**

All public employees must participate in IPERS (Iowa Public Employees' Retirement System) except employees hired for temporary periods of 6 months or less. In addition, temporary employees may sign a form excluding them from this program. The JECSA deducts the required amount for IPERS from the employee's compensation and also contributes the amount set by state law as the employer's contribution. Additional information regarding IPERS can be obtained by calling IPERS at 1-800-622-3849.

#### **14.07 COBRA**

Employees who have maintained continuous full-time employment with JECSA may continue participation in the existing group health and dental insurance programs under COBRA. If an employee chooses to continue the insurance under COBRA, he/she will be responsible for paying the full monthly premium to JECSA plus any additional administrative processing fee as allowed by law.

#### **14.08 Section 125 Flexible Spending Plan**

JECSA offers to all employees the benefit of a Section 125 Flexible Spending Plan. Under this program, an employee may contribute money designated for a medical or dependent care account into a tax-deferred savings plan. Medical and dependent care accounts each have a maximum contribution amount based on Internal Revenue Service (IRS) guidelines.

#### **14.09 Workers' Compensation Insurance**

JECSA agrees to follow Iowa law regarding Workers Compensation benefits. Employees must report all injuries while on duty on forms provided by JECSA. Employees may elect to supplement workers' compensation benefits with accrued paid time off (vacation, holiday, personal day, sick leave, compensatory time) to make a full regular paycheck).

#### **14.10 LTD Insurance**

JECSA will provide a group long-term disability insurance policy to all active full-time employees.

#### **14.11 Eligibility**

Medical, hospitalization, vision and dental insurance (Section 14.04); life insurance (14.05) and LTD insurance (14.10) are only available to full-time employees. Such insurance normally begins the first of the month following the employee's first day of active work.

## **ARTICLE 15 - WAGES**

### **15.01 Wage Rates**

Appendix A sets forth pay rates. Dispatchers previously employed with either the City of Iowa City or Johnson County shall start at the Step for Dispatcher II as set forth in Appendix A based on the Dispatcher's Seniority as defined in Section 16.01.

Step movement will only apply to full-time employees. Part-time employees will start at Step 1 and are not eligible for step movement.

Dispatcher IIs who are selected to work as Dispatcher Is as their usual job title will receive \$1.00 more per hour for all hours worked as set forth in Appendix A. Dispatcher IIs who actually work as Dispatcher Is from time to time (but not as their usual job title), will receive \$1.00 per hour more for hours actually worked as Dispatcher Is.



## ARTICLE 16 - SENIORITY/TRANSFER

- 16.01** Dispatchers of JECSA who were actively employed as dispatchers by the City of Iowa City or Johnson County will start at JECSA with the seniority/years of service previously accumulated with the City or County. Full-time employees will earn seniority/years of service with JECSA based on length of continuous service with JECSA. Part-time employees' will have seniority/years of service prorated based on regularly scheduled hours. In the event that two (2) or more Dispatcher Is or IIs have identical seniority, the order of their seniority shall be determined by adding the last four (4) digits of employee's social security number and seniority shall be determined from highest to lowest.
- 16.02** Seniority is lost if the employee is discharged, resigns, retires, fails to return from a leave of absence under Article 11.04, fails to accept recall while laid off or is laid off more than one year.
- 16.03** A notice which describes the position for permanent job openings and shifts will be posted on bulletin boards. The job opening shall first be open to those in the same classification, *i.e.*, Dispatcher I or Dispatcher II, for not less than seven (7) calendar days. During this period, employees who wish to apply for the position may do so. If there are no applications within the same classification it will then be open to the other job classification for seven (7) days. In the event that no one within the Dispatcher classifications bids on the posted job, the job may be offered to outside applicants. After the posting has been up for seven (7) days and more than one (1) employee bids on the job posted the interview process shall begin.

JECSA will provide a written form for application which must be received in the Personnel Office by 5:00 p.m. on the day stated on the notice as the closing date.

The successful bidder will be determined as follows:

- A. A Dispatcher II who bids for Dispatcher I position will be selected by JECSA if qualified based on skills, abilities and experience. If qualifications of Dispatcher IIs bidding for Dispatcher I are relatively equal, the employee with the greatest seniority will be offered the job first, if JECSA makes an offer.
- B. For Dispatcher II positions, the most senior bidder will be awarded the job.

## **ARTICLE 17 - LONGEVITY**

**17.01** JECSA will pay longevity pay to full-time employees based on the following schedule:

<b>Year Completed as of December 1</b>	<b>Amount</b>
4 thru 10	\$500.00
11 thru 15	\$625.00
16 thru 20	\$750.00
21 or more	\$900.00

Employees who are hired by JECSA who were actively employed by the City of Iowa City or Johnson County as dispatchers will start with JECSA with the same full years of credit towards longevity as they had with the City or County.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

Should any employee grievance or dispute arise over the interpretation and application of this Agreement, it shall be settled in accordance with the following procedure:

The grievance or dispute should first be taken up between the employee and his/her immediate supervisor. It shall be the duty and responsibility of the Union representatives and the stewards to make every effort to encourage employees to settle all grievances through the established grievance procedure without any interference with the performance of JECSA's services.

Grievances must be taken up promptly and awards and settlements thereof shall in no case be retroactive beyond ten (10) days prior to the date on which the grievance was timely presented in written form in Step 1. If a grievance is not presented within the time limits specified, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. The time requirements at any step of the grievance procedure may be extended by mutual agreement between the Union and JECSA. Such extension must be confirmed in writing.

The procedures set forth herein shall constitute the sole and exclusive method for the determination, decision, adjustment or settlement between the parties of any and all grievances and shall constitute the sole and exclusive remedy, except as may be otherwise provided by law.

Step 1: A written Step 1 grievance must be presented to the Executive Director or designee within ten (10) calendar days of the event which is the basis of the grievance or dispute or within ten (10) calendar days of the date such employee should have known with due diligence of such event, whichever is the later. If no timely written Step 1 grievance is filed, it shall be deemed waived and entitled to no further consideration. Such written Step 1 grievance shall set forth the

facts involved and the specific Article/Section of this Agreement which are alleged to have been violated.

Within ten (10) calendar days after receipt of the written Step 1 grievance, the Executive Director or designee shall indicate his decision in writing with a copy to the Union steward. If the matter is not settled at this point, it shall advance to Step 2.

Step 2: The matter shall be considered at a meeting between the grievant and/or Union steward and the designated representatives of the Employer. JECSA will make its written disposition on the matter within ten (10) calendar days after the close of such meeting. The Union's International Business Representative may attend and participate in all matters pertaining to the grievance at Step 2 and beyond.

Step 3: A grievance not settled under the preceding steps shall, at the written election of the Union, be submitted to arbitration. A written election for arbitration shall be made within ten (10) calendar days from the date of the written response from Step 2. The written election for arbitration shall be directed by the grieving party to the other party. If the Union does not make a timely election for arbitration, the grievance shall be considered as satisfactorily settled on the basis of JECSA's last decision and not subject to further appeal.

Within ten (10) calendar days from the date of the receipt of the written election for arbitration, JECSA and the Union shall confer and either mutually agree upon an arbitrator or jointly petition the Iowa Public Employment Relations Board to submit a list of five (5) arbitrators from which one (1) arbitrator shall be selected to hear and decide the grievance. JECSA and the Union shall confer within ten (10) calendar days from the receipt of said list and alternately strike four (4) names from the submitted list and the person whose name is left shall be the arbitrator. The party making the first strike shall be decided by the flip of a coin. Provided, however, the Union and

JECSA may mutually agree that the list of proposed arbitrators submitted is unacceptable and will thereafter jointly petition the Iowa Public Employment Relations Board for a new list of five (5) arbitrators.

The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes concerning the interpretation and application of this Agreement. However, the arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The decision reached by the arbitrator shall be final and binding upon the parties to the extent permitted by law. Unless otherwise agreed to by JECSA and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) days from the date the matter is fully submitted to the arbitrator.

Each party shall have equal time to present its case. The party initially requesting arbitration shall present its case first. Each party shall bear all the expense incurred in the presentation of its case, and both parties shall equally share the expense of the arbitrator and other incidental and necessary expenses involved.

No dispute concerning the job classifications and rates therefor shall be subject to a grievance or arbitration unless during the period of this Agreement JECSA materially changes the job duties of an existing job or creates a new job classification.

**ARTICLE 19 - [RESERVED]**

## **ARTICLE 20 - GENERAL PROVISIONS**

### **20.01 Separability and Savings**

If any article or section of this Agreement, any addendum thereto, should be held invalid by operation of law, or by any court or agency of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by any court or agency, the remainder of this Agreement, and all addendum thereto, shall not be affected thereby, and the remainder of this Agreement, and any addendum thereto, shall remain in full force and effect for the duration of this Agreement.

### **20.02 Waiver**

No waiver or variation of the terms of this Agreement shall be made unless the waiver or variation is made with the full knowledge, sanction, and consent of the Employer's Representative, and the Union Representative. Further, any unauthorized waiver or variation of the terms of this Agreement by the parties shall not constitute a precedent for future enforcement of all terms and conditions included therein.

### **20.03 Effective Period**

This Agreement shall be effective from April 1, 2011 and shall continue to remain in full force and effect until its expiration on June 30, 2012, except that any changes in insurance called for by Article 14 and the 2% wage increase set forth in Appendix A will take effect July 1, 2011.

### **20.04 Signatures and Witnesses**

In witness thereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Joint Emergency Communications Services  
Association of Johnson County (JECSA)

Communications Workers of America  
Local 7101

By

By its Bargaining Committee

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Employer Representative

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Union Representative



## APPENDIX A

### TA JECSA SALARY/WAGE RATES (2% raise)

July 1, 2011 through June 30, 2012

#### Dispatcher I

	<u>Step 1</u>	<u>Step 2</u> (6 months)	<u>Step 3</u> (1.5 years)	<u>Step 4</u> (2.5 years)	<u>Step 5</u> (3.5 years)	<u>Step 6</u> (4.5 years)
Hourly	\$19.80	\$22.01	\$22.74	\$23.50	\$24.30	\$25.13
Annual	\$41,184	\$45,780.80	\$47,299.20	\$48,880.00	\$50,544.00	\$52,270.40

#### Dispatcher II

	<u>Step 1</u>	<u>Step 2</u> (6 months)	<u>Step 3</u> (1.5 years)	<u>Step 4</u> (2.5 years)	<u>Step 5</u> (3.5 years)	<u>Step 6</u> (4.5 years)
Hourly	\$18.80	\$21.01	\$21.74	\$22.50	\$23.30	\$24.13
Annual	\$39,104.00	\$43,700.80	\$45,219.20	\$46,800.00	\$48,464.00	\$50,190.40

RESOLUTION NO. 2011-08

**RESOLUTION TO APPROVE THE COLLECTIVE BARGAINING AGREEMENT RATIFIED BY THE COMMUNICATIONS WORKERS OF AMERICA LOCAL 7101**

WHEREAS, the Joint Emergency Communications Services Association of Johnson County (“Association”) has bargained in good faith with the Communications Workers of America (“CWA”).

WHEREAS, the Association and CWA came to terms of a collective bargaining agreement on March 11, 2011.

WHEREAS, the CWA rank and file ratified the Association’s Final Offer on March 18, 2011.

NOW, THEREFORE, BE IT RESOLVED BY THE POLICY BOARD THAT:

1. the Association agrees to the terms of the collective bargaining agreement reached between the Association and the CWA.
2. the Association, upon approval, further agrees to implement certain sections of the collective bargaining agreement as of April 1, 2011 with other sections, in particular those dealing with wages and insurance not taking effect until July 1, 2011.

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that Resolution 2011-08 be adopted, and Resolution 2011-08 was approved by a vote of \_\_\_\_\_ - \_\_\_\_\_.

Passed and approved this twenty-fifth (25<sup>th</sup>) day of March, 2011.

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PAT HARNEY, CHAIRPERSON OF THE  
JOINT EMERGENCY COMMUNICATIONS  
SERVICES ASSOCIATION FOR JOHNSON  
COUNTY POLICY BOARD

RESOLUTION NO. 2011-09

**RESOLUTION ACCEPTING EMERGENCY RADIO AND COMMUNICATION SYSTEM  
AND RADIO TOWER PROJECT AND APPROVING RELEASE OF RETAINAGE**

WHEREAS, the Joint Emergency Communications Services Association of Johnson County ("Association") and Tri State Tower, Inc. entered into a contract for the project known as Emergency Radio Communication System and Radio Tower, which included the general construction of four greenfield towers and the installation of communication equipment at three other tower sites.

WHEREAS, Tri State Tower achieved substantial completion in about December 2009 for all the work, except for the JC-S4 Tower (Industrial Park Tower), and achieved substantial completion for the JC-S4 Tower in about April 2010.

NOW, THEREFORE, BE IT RESOLVED BY THE POLICY BOARD THAT:

1. The Joint Emergency Communication Center is accepted for purposes of Iowa Code section 573.14; and
2. The retainage held shall be released 30 days following enactment of the instant resolution, unless there are claims on file, in which case the Association shall hold double the total amount of all claims on file as retainage.

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that Resolution 2011-09 be adopted, and Resolution 2011-09 was approved by a vote of \_\_\_ - \_\_\_.

Passed and approved this twenty-fifth (25th) day of March, 2011.

\_\_\_\_\_  
PAT HARNEY, CHAIRPERSON OF THE JOINT  
EMERGENCY COMMUNICATIONS SERVICES  
ASSOCIATION FOR JOHNSON COUNTY POLICY  
BOARD