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SECTION 1. INTRODUCTION

Welcome to Allamakee County! It is our desire that you enjoy your work and perform it to the best of your abilities. We strive to provide a pleasant working relationship and service to the citizens of Allamakee County.

This handbook brings together information about benefits, policies, rules and other conditions of employment that apply to each employee. Every effort has been made to convey accurate and clear information throughout this handbook, but no written summary can completely and without exception cover every situation that may develop. You are responsible for all information contained in this handbook. If you have any questions, please feel free to discuss them with your Elected Official or Department Head.

**At-Will Employment**

This handbook is presented as a matter of information only; it is not intended to form a contract between Allamakee County and the employee. Allamakee County reserves the right to change or eliminate any or all of the policies, procedures, work rules or benefits herein at any time, with or without prior notice.

These policies and procedures outlined in this handbook are applicable to:

All employees responsible to the Allamakee County Board of Supervisors.

All employees responsible to an elected office holder providing the office holder has certified its applicability.

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body has certified its applicability.

Whenever the provisions of this handbook are in conflict with the Code of Iowa, or with a collectively bargained agreement between the Board and a certified bargaining unit, the provisions of the Code of Iowa and/or collectively bargained agreement will prevail.

Just as you retain the right to terminate your employment at any time for any reason, Allamakee County retains a similar right. No policy or practice of Allamakee County should be construed to change this relationship. Only the Board of Supervisors, or appropriate governing board, has the right to modify or change this practice, and such action must be in writing.

This handbook replaces all employee handbooks and amendments issued prior to the date of this handbook. Documents issued prior to this date should be discarded.
SECTION 2. EMPLOYMENT

2.1 EQUAL EMPLOYMENT OPPORTUNITY

It is the objective of Allamakee County to encourage employment and advancement of all individuals in a way that will utilize their talents to the maximum and develop their skills most effectively in a work environment that is free from discrimination.

Allamakee County has a policy to provide equal opportunity for all where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, sexual orientation, gender identity, disability, or any other protected characteristic as established by law.

This policy of equal employment opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, promotion, termination and all other terms and conditions of employment.

2.2. HARASSMENT

It is the policy of Allamakee County that no employee be harassed by another employee, customer or supervisor on the basis of race, color, religion, sex, age, national origin, sexual orientation, gender identity, disability, or any other protected characteristic as established by law.

Illegal harassment, whether verbal or physical, will not be tolerated. All members of management have the explicit responsibility and duty to take corrective action to prevent any illegal harassment of our employees.

If any employee believes that he or she has been subjected to illegal harassment, that employee should bring the matter directly to the immediate attention of an Elected Official, Department Head, a member of the Board of Supervisors or appropriate governing board. All complaints will be investigated and appropriate disciplinary action taken, up to and including termination. There will be no retaliation against anyone who submits a good faith harassment complaint or participates in an investigation relating to such a complaint.

2.3 SEXUAL HARASSMENT

It is the policy of Allamakee County that no employee be harassed by another employee or supervisor on the basis of sex.

The policy prohibits any demand for sexual favors that is accompanied by a promise of favorable job treatment or a threat concerning the employee’s employment. Also prohibited is subtle pressures for sexual favors, including implying that an applicant’s or employee’s cooperation of a sexual nature, or refusal thereof, will have any effect on the
person’s employment, job assignment, wages, promotion, or any other condition of employment.

In addition, any behavior of a sexual nature not welcomed by the employee or found to be personally offensive is expressly forbidden. This includes but is not limited to:

a. Repeated sexual flirtations, advances, or propositions.

b. Continued or repeated verbal abuse of a sexual nature, sexually related comments and joking, graphic or degrading comments about the employee’s appearance or the display of sexually suggestive objects or pictures.

c. Any uninvited physical contact or touching, such as patting, pinching or other contact.

d. Conduct that has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment, whether verbal or physical, will not be tolerated. All members of management have the explicit responsibility and duty to take corrective action to prevent any sexual harassment of our employees.

As with other forms of harassment, any employee who believes that he or she has been subjected to sexual harassment should bring the matter directly to the immediate attention of an Elected Official, Department Head, a member of the Board of Supervisors or appropriate governing board. All complaints or reports of sexual harassment will be investigated and appropriate disciplinary action taken, up to and including termination. There will be no retaliation against anyone who submits a good faith sexual harassment complaint or participates in an investigation relating to such a complaint.

2.4 VETERANS PREFERENCE

Veterans who are citizens of the United States and who reside in this state shall be entitled to preference in appointment, employment and promotion over other applicants of no greater qualifications according to Chapter 35C, Code of Iowa, as amended.

2.5 NEPOTISM

The employment of relatives of other employees, Elected Officials, Department Heads will be governed according to Chapter 71 of the Code of Iowa, as amended.
2.6 DEFINITIONS

Full-time Employee - shall mean any employee hired to work 52 weeks per year and scheduled for at least 35 hours per week.

Part-time Employee - shall mean any employee hired to work 52 weeks per year, but less than 35 hours per week. Those employees who are normally scheduled to work at least 30 hours per week on an annual basis shall be eligible for health insurance.

Temporary, Seasonal, or As-Needed Employee - shall mean any employee hired to work on an intermittent, temporary, seasonal, or as-needed basis.

2.7 HIRING

Whenever a vacancy occurs in a regular full-time or part-time position within a department, the opening will be posted on the Allamakee County bulletin board for 10 days. Current employees may indicate their interest in being considered for the vacancy by submitting an application for the position in writing to the Elected Official or Department Head within the stated posting period. The Elected Official or Department Head will make the recommendation on who is to fill the opening. Allamakee County reserves the right to use other recruiting sources to fill open positions at their discretion.

2.8 PROBATIONARY PERIOD

Newly hired employees shall be considered as probationary employees for a period of time equal to 6 months of employment. Each new employee’s progress shall be reviewed by the employee’s supervisor at the end of the second month and near the end of the sixth month of employment.

If Allamakee County determines that the designed orientation period does not allow sufficient time to thoroughly evaluate the employee’s performance, the orientation period may be extended for a specified period.

2.9 PERSONNEL RECORDS

The Allamakee County Auditor maintains the official personnel file on each employee. The personnel file includes such information as the employee’s job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of Allamakee County, and access to the information they contain is restricted. Generally, only management personnel of Allamakee County who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Auditor’s Office. With reasonable advance written notice, employees may review their own personnel file in
the appropriate office and in the presence of an individual appointed by Allamakee County to maintain the files.

2.10 TRANSFER/CONTINUOUS EMPLOYMENT

Transfer of an employee from one department to another department of Allamakee County shall not be considered re-employment or a lapse in employment under this policy, and the employee shall retain any and all accumulated benefits.

Continuous Employment: All employees of Allamakee County alternating their status between part-time and full-time but retaining continuous employment with the County shall be considered continuous employees. For purposes of determining vacation benefits, continuous employees’ length of service shall be determined by including all periods that the employee held their status as a full-time employee. Continuous employees shall retain the benefit of all unused accumulated sick leave benefits as a full-time employee for purposes of obtaining the accumulated sick leave benefit upon retirement or resignation.

If a full-time employee becomes an Elected Official or a part-time employee, their leave benefits shall be paid out in accordance with this handbook as if they separated employment.

2.11 RESIGNATION

If an employee should decide that it has become necessary to resign from their job, they are expected to present a written resignation at least two weeks prior to the effective date of resignation. Elected Officials or Department Heads will notify the Auditor immediately so that the appropriate forms may be completed.

2.12 LENGTH OF SERVICE

Length of service means an employee's length of continuous service with the County since last hire date.

SECTION 3. EARNINGS & HOURS OF WORK

3.1 WORK SCHEDULES

In general, the work schedule of employees will not change from week to week. However, varying conditions in workload and demand of the public may necessitate a change in the work schedule, meal period, and rest breaks. If it is necessary for the Elected Official or Department Head to change the normal work schedule, every effort will be made to give the employee as much notice as possible. Nothing in this section shall be constructed as a guarantee of the number of hours an employee will be scheduled to work. Ordinarily, employees may not use meal periods or rest breaks to shorten their workday or to extend a meal period.
3.2 **SALARY/COMPENSATION**

The number of deputies, assistants, and clerks for each office shall be determined by the Board of Supervisors and set forth in a resolution. The salary of each deputy shall be certified by the principal officer to the Board of Supervisors in accordance with Iowa Code Section 331.904 (2015). The wages of extra help and/or clerks appointed by a department head shall be set by the department head and approved by the Board of Supervisors. Salary changes for employees, other than probationary employees, shall normally take effect on July 1st of each year.

3.3 **HOURS OF EMPLOYMENT**

The standard workweek for employees, depending on the department the employee works in, shall normally consist of five consecutive workdays starting on Monday and ending on Friday. The standard workday, depending on the department an employee works in, shall consist of up to eight hours.

For computation purposes, Sunday shall be the first day of the workweek, and Saturday shall be the last day of the workweek.

3.4 **PAYDAYS AND PAYPERIODS**

The official payroll period is biweekly with payroll checks issued every other Friday.

3.5 **OVERTIME**

Time and one-half compensation shall be paid for all hours worked after 40 hours in one week.

3.6 **COMPENSATORY TIME**

Employees that regularly work a 35-hour workweek will accumulate flex time at equal time for those hours worked between 35 hours per week up to 40 hours. All employees, including those that regularly work 40 hours per week, will accumulate compensation time over 40 hours per week at one and one-half hours for each hour of overtime worked. The use of compensatory/flex time off shall be scheduled with prior permission from the employee's supervisor. Compensatory/flex time may accumulate up to 120 hours, at the discretion of the Elected Official or Department Head.

**SECTION 4. EMPLOYEE BENEFITS**

4.1 **SICK LEAVE**

All full-time employees are granted sick leave and shall accumulate sick leave credit on the basis of one day per month for each month of employment. Employees shall accrue sick leave upon employment on a per pay period basis. Sick leave shall not accumulate
when an employee is absent due to leave without pay, discipline leave, layoff, or suspension. Maximum allowable sick leave accumulation is 100 working days, as normally scheduled.

To be eligible for receipt of sick leave pay, employees are required to notify their immediate supervisor of their absence within thirty minutes of the start of the employee's scheduled shift to indicate the nature of the absence from work. For non-FMLA related absences, the employee may be required to provide a doctor's written verification regarding the nature and extent of the illness or accident.

Sick leave with pay may be used for:

1. Personal illness or injury which renders the employee unable to perform the duties of their position;

2. Illness of a minor child, spouse, dependent grandchild, or parent necessitating the employee to be in attendance;

3. Medical, dental or optical appointments of the employee, minor child, spouse, or parent which cannot be scheduled during non-working hours;

4. Approved family medical leave.

Worker's compensation insurance covering County employees' time off due to injuries sustained on County work will be in accordance with the present statutory rate and is continued until the employee is released by the doctor to return to work. With the employee's approval, the County will make up the difference in pay between the workman's compensation and the employee's normal payroll for a period equal to the balance of the employee's accumulated sick leave.

An employee upon retirement or resignation with two weeks' prior notice may elect to use one-half of his/her accumulated sick leave pay either in a deferred compensation plan (457b) or a cash payout. This option is subject to the following conditions:

A. The value of said accumulated sick leave shall be calculated on the following basis: the employee's annual compensation excluding overtime and longevity shall be divided by 260 to arrive at a rate per day which sum shall then be multiplied times 50% or one-half of the number of outstanding days of unused accumulated sick leave that has been accrued to the employee's credit.

B. The amounts as calculated herein, if so elected, can be used by said employee for the payment of health insurance premiums covering the employee and/or said employee's spouse from the Allamakee County carrier beginning on the date of said employee's termination until that
employee attains the age of 65 or for a five-year period, whichever occurs first.

C. Length of service as of the employee's anniversary date of employment will determine the percentage of the 50% sick leave benefit described herein to which an employee is entitled.

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Percentage (%) of Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of 15 years</td>
<td>0%</td>
</tr>
<tr>
<td>Completion of 16 years</td>
<td>80%</td>
</tr>
<tr>
<td>Completion of 17 years</td>
<td>85%</td>
</tr>
<tr>
<td>Completion of 18 years</td>
<td>90%</td>
</tr>
<tr>
<td>Completion of 19 years</td>
<td>95%</td>
</tr>
<tr>
<td>Completion of 20 years</td>
<td>100%</td>
</tr>
</tbody>
</table>

Employees hired after May 16, 2016 shall not be eligible for this unused sick leave payout.

Employees may not donate sick leave to another individual.

4.2 JURY DUTY

Upon receiving notice to serve as a juror, the employee shall notify the immediate supervisor so that arrangements can be made for the absence from work.

In the event an employee is subpoenaed as a witness in a criminal case or summoned for jury duty, the employee shall receive full pay equal to the normal work schedule.

4.3 FUNERAL LEAVE

Full-time employees may take up to five days' funeral leave with pay to attend or make funeral arrangements for the employee's spouse or child and may take up to three days funeral leave with pay to attend or make funeral arrangements for a death in the employee's immediate family.

Immediate family, for the purposes of this policy, shall mean the employee's parents, mother-in-law, father-in-law, brothers, sisters, grandparents, step-children, step-parents and grandchildren.

Two days' funeral leave with pay will be granted for an employee to attend the funeral of a son/daughter-in-law or brother/sister-in-law.

Elected Officials or Department Heads may allow addition unpaid time off at their discretion.
Employees acting as pallbearers at a funeral shall be entitled to eight hours paid time off.

**4.4 UNPAID LEAVE OF ABSENCE**

It is the policy of Allamakee County to grant unpaid leaves of absence to its employees when the requests are compatible with a department's operational needs and scheduling requirements. Employees may request an unpaid leave of absence for public service leave, extenuating medical circumstances or unpaid bereavement leave.

An employee desiring an unpaid leave of absence shall make a written request to their Elected Official or Department Head, setting forth the reason(s) for the request and the duration of the requested leave.

A request for an unpaid leave of thirty days or less will be approved or disapproved promptly by the Elected Official or Department Head.

A request for an unpaid leave of more than thirty days will be forwarded with recommendation by the Elected Official or Department Head to the Board of Supervisors or appropriate governing board. In no event shall unpaid leave, under the provision of this policy, be approved for more than six months by the Board of Supervisors or appropriate governing board.

Upon return from an unpaid leave of absence, Allamakee County will attempt to place the employee in their former position at the salary and step occupied at the time such leave began; provided however, that the employee is able to perform the essential functions of their position. In the event the former position is not available or, the employee is not able to perform the essential functions of their position, Allamakee County will attempt to place the employee in another position consistent with qualifications, ability, and staffing requirements. At no time will employees utilizing this policy be guaranteed a position upon return from an unpaid leave of absence.

An employee who fails to return from an unpaid leave of absence on the date specified in the request shall be considered to have resigned their position, unless a written request for extension has been submitted by the employee, recommended by the Elected Official or Department Head, and approved by the Board of Supervisors or appropriate governing board.

While on an unpaid leave of absence, an employee shall not accrue sick leave or vacation benefits. Nor shall time spent on an unpaid leave of absence be considered time worked for the purpose of receiving an in-grade wage increase. The employee must pay their own group health and life insurance premiums for that portion of an unpaid leave of absence in excess of 30 days unless on Family Medical Leave.

In considering an employee's request for an unpaid leave of absence, the Elected Official or Department Head shall require the employee to use available vacation and/or compensatory/flex time accruals prior to being placed on leave without pay.
4.5 FAMILY MEDICAL LEAVE ACT (FMLA)

In accordance with the Family Medical Leave Act (FMLA), Allamakee County will grant up to 12 weeks unpaid leave annually, based on the previous rolling 12-month period. To be eligible for this leave an employee must have worked for Allamakee County for one year and worked 1250 hours or more in the 12 months preceding the beginning of the leave.

FMLA leave will be granted for the following circumstances:

1. Employee’s serious medical condition.
2. Birth, adoption or placement of a child.
3. Caring for a spouse, child or parent, with a serious health condition.
4. Exigency arising out of the fact that they employee’s spouse, child or parent is covered military member on covered active duty.

Employees shall be eligible for 26 weeks of leave to care for a covered service member with a serious injury or illness in accordance with federal law.

You must provide a written request for leave and sufficient medical certification to the Auditor’s Office within 15 calendar days from the date of your absence. Allamakee County reserves the right to request re-certification at the county’s discretion in accordance with federal law.

The annual FMLA allowance will run concurrent with any Workers’ Compensation leave.

Your insurance benefits will be maintained for up to 12 weeks during your leave under the same conditions as if you continued to work. You must continue to pay your portion of the insurance premiums. You must make arrangements for payment of these premiums in a timely manner. If your leave extends for more than 12 weeks, you will become responsible for payment of the entire health insurance premium to maintain coverage.

When you return from FMLA leave you will be reinstated to the same or equivalent job with the same pay, benefits, and terms and conditions of employment. If you do not return to work following FMLA leave you will be required to reimburse the county for your share of health insurance premiums paid on your behalf.

You will be required to present a certificate from your physician releasing you to full duty before returning to work.

If an employee fails to return to work on the agreed upon return date, Allamakee County shall assume that the employee has resigned.
Employees will be required to use all sources of paid leave concurrently with Family Medical Leave, with the exception of 5 days of vacation.

4.6 VACATION

Regular full-time employees shall be granted an annual paid vacation as specified below. Length of service based on the employee's anniversary date will determine the length of vacation to which they are entitled. Employees shall accrue vacation upon employment on a per pay period basis.

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Paid Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon completion of 1-year continuous service</td>
<td>1 week</td>
</tr>
<tr>
<td>Upon completion of 2 or more years' continuous service</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Upon completion of 8 or more years' continuous service</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Upon completion of 17 or more years' continuous service</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

Employees may accrue no more than 1.5 times their annual vacation entitlement.

An employee who is eligible for vacation pay and voluntarily terminates employment with the employer with two weeks' prior notice to the County shall receive the vacation pay for which the employee has accrued at the time of termination. Vacation accrual time status shall be defined as the time actually worked on the job, paid sick and accident leave, holidays, vacation, jury duty and two weeks' military reserve time.

Whenever possible, an employee will be permitted to take vacation when they choose, subject to the right of the County to schedule, change or alter vacation schedules in such manner as to ensure the efficient operation of the department.

Vacation leave must be requested and approved in advance by the Elected Official or Department Head.

Employees may not donate vacation to another individual.

4.7 HOLIDAYS

The following shall be observed as County Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Friday after Thanksgiving, Thanksgiving Day, Christmas Day, Christmas Eve Day, and Good Friday. The Board of Supervisors reserves the right to change the holidays.

Regularly scheduled, part time employees shall be entitled to holiday pay equivalent to their normally scheduled hours on that day of the week not to exceed 8 hours for any holiday.
Employees that work a scheduled holiday shall be paid time and 1/2 for all hours worked or shall be granted compensatory time at the rate of time and 1/2 for hours worked, in addition to the holiday pay.

4.8 INSURANCE

The County agrees to establish a qualified cafeteria plan for employee's health insurance purposes.

(A) Plan Coverages – The cafeteria plan shall contain the following specific coverages or options available to the employee to be designated by that employee on an annual basis. These coverages are as follows:

1. Equivalent health insurance coverage comparable to the existing company and at the various deductible levels in effect.

2. Medical reimbursement provisions which shall include dental and vision coverages as well as day care.

3. Qualified retirement annuity plan.

(B) All County employees are required to participate in at least a single plan.

(C) Labor/Management Committee – There shall be established a Labor/Management Committee consisting of 10 members - 5 of which shall be representatives of the employees and 5 of which shall be representatives of management departments. The Committee shall establish its own rules of procedure and shall provide recommendations to the County Board of Supervisors regarding plan coverages of the cafeteria plan as well as other administration requirements of said plan.

(D) County Funding –

The Board of Supervisor's shall determine the health insurance contribution.

The County agrees to provide and pay for at no cost to the employees covered by these policies insurance to provide weekly benefits for accidental injuries incurred on official County business.

Employees laid off or on non-FMLA approved leave of absence extending beyond 30 days shall be required to pay the entire cost of health insurance until the employee returns to active employee status.
SECTION 5. GENERAL POLICIES

5.1 CONFLICT OF INTEREST

Employees shall not become involved in any activity, which requires so much time that it impairs attendance or efficiency in the performance of their duties as an employee. An employee shall not engage in any employment, activity or enterprise, which is inconsistent, incompatible, or in conflict with duties as an employee; or with the duties, functions and responsibilities of the department by which employed.

5.2 EMPLOYEE TRAVEL POLICY

5.2.1 General Policy and Rules

A. Travel or similar expense paid by private interests is prohibited, unless prior approval has been made by or with the Board of Supervisors.

B. Reimbursement for travel expenses will be made at the Board of Supervisors' claim session after the expense has occurred. No cash advance will be allowed.

C. Amounts expended for alcoholic beverages are not reimbursable.

D. Claims for travel expenses must be signed by the Board of Supervisors before the Auditor can issue a warrant for payment.

E. When possible, the Board of Supervisors encourages the sharing of vehicles and/or lodging to reduce expenses for the County and to assist in energy conservation.

F. Required in-service training (CEU’S) shall be paid for by the County.

5.2.2 Meals and Lodging

A. Allamakee County will reimburse employees for business related meals with detailed receipts, upon the following terms and conditions:

1. The limit is $50.00 per day for meals.

In no circumstance will Allamakee County reimburse for alcohol or beyond a 20% gratuity. Gratuity is part of the daily $50.00 limit.

B. Hotel accommodations will be reimbursed by the County. Receipts for all lodging costs should be secured. If an employee's family is accompanying him/her, the reimbursable lodging cost shall be that of a single room.
5.2.3 Automobiles

A. The amount of the reimbursement for use of a private vehicle on County business shall be established on an annual basis by a resolution adopted by the Allamakee County Board of Supervisors.

B. Claims for mileage shall include the departure and destination point and total miles.

C. When a personal car is used for out-of-state travel, reimbursement will be based on the cost of coach class air travel or mileage, whichever is the lesser amount. Enroute meals and lodging expenses will be reimbursed to the extent they would have been incurred had travel been via airplane.

D. The County reserves the right to base travel expense reimbursements on the mode of travel costing the county the least amount of money. This will be based on mileage and employee time as opposed to air travel costs, bus fares and time, and railroad costs and time, when applicable.

E. Taxi fare and/or car rental fees are reimbursable, depending which means of transportation is cheaper, when travel excludes the availability of a personal car, mode of transportation must receive prior approval of the Board of Supervisors.

F. Employees using County vehicles must possess a valid appropriate vehicle license and be insurable by the County’s insurance carrier.

5.3 CLAIMS FOR TRAVEL EXPENSES

All claims for travel expenses, including mileage, room and board and airfare shall be filed with the Auditor within 60 days of the date the expense was incurred, or they will be denied unless other arrangements have been made with the Board of Supervisors.

5.4 DRUG FREE WORKPLACE

Allamakee County is subject to the Drug-Free Workplace Act of 1988, Public Law

Allamakee County is committed to the policy of maintaining a drug-free workplace. Thus, the unlawful manufacture, distribution, dispensation, possession or use of alcohol or any controlled substance by any employee in the workplace is prohibited. A controlled substance within the meaning of this policy means any controlled substance as defined by state or federal law. Any violation of this prohibition will result in discipline up to and including discharge.
The use of controlled substances, either on or off the job, is inconsistent with the behavior expected of employees, subjects all employees and the public to unacceptable safety risks, and undermines the county’s ability to operate effectively and efficiently.

The Drug-Free Workplace Act of 1988 requires you to report any conviction under a criminal drug statute for violations occurring on the Employer’s premises, or off the Employer’s premises while conducting official business. A report of a conviction must be made to your Elected Official or Department Head within five working days after the conviction. Failure to do so will result in immediate dismissal from your position.

5.5 WORKPLACE PRIVACY AND SEARCHES

Allamakee County attempts to maintain equipment and supplies, which permit work to be accomplished in the most efficient and effective manner possible. While employees are encouraged to use these items, it is important to understand that they are County property and are only to be used for conducting County business.

As a part of an employee’s employment, a desk or workspace may be made available. The desk and the workspace are County property. Because the desk and the workspace are County property, not the employee’s personal property, the desk and the workspace are subject to being inspected by the County at any time, with or without notice.

The County assumes no responsibility or liability for any items of personal property, which are placed in the desk or workspace, which is assigned.

The County may also provide a telephone to perform the employee’s job. The County may record any telephone communications and may examine and copy or record any voice mail communications. The employee’s continued employment with the County constitutes his/her consent to the interception and recording of any of these communications. To the extent that any telecommunications activates are regulated by state or federal law, the County will observe all such regulations imposed upon it.

If the County conducts an examination or inspection under the terms of this policy, there will be at least two individuals present at the time of the examination or inspection.

5.6 COMPUTERS

A. E-Mail and Internet Access.

The purpose of this policy is to define the proper use of electronic mail (e-mail) and Internet services at employer’s place of business.

Employer is committed to providing an environment that encourages the use of computers and electronic information as essential tools to support County business. It is
the responsibility of each employee to ensure that this technology be used for proper County purposes in a manner that does not compromise the confidentiality of proprietary or other sensitive information.

This policy covers all users of the County's computer systems. Minimal, personal use is acceptable, at the discretion of the Department Head.

B. E-Mail Procedures.

Employee e-mail communications are not considered private despite any such designation either by the sender or recipient. Messages sent to recipient outside of the employer, if sent over the Internet and not encrypted, are not secure.

The County reserves the right to monitor its e-mail system, including employee's mailbox, at its discretion in the ordinary course of business. Please note that in certain situations the County may be compelled to access and disclose messages sent over its e-mail system.

The existence of passwords and “message delete” functions do not restrict or eliminate the County's ability to or right to access electronic communications.

Employee shall not share an e-mail password, provide e-mail access to an unauthorized user or access another user's e-mail box without authorization.

Offensive, demeaning or disruptive messages are prohibited. This includes, but is not limited to, messages that are inconsistent with the County's policies regarding “equal employment opportunity”, and “sexual harassment and other unlawful harassment”.

C. Internet Procedures.

Employer's network, including its connection to the Internet, is to be used for business-related purposes. Any unauthorized use of the Internet is strictly prohibited. Unauthorized use includes, but is not limited to: connecting, posting, or downloading pornographic material; engaging in computer hacking and other related activities; attempting to disable or compromise the security of information contained on the County’s computers.

Internet messages should be treated as nonconfidential.

Because posting on the Internet may display employer’s address, make certain before posting information on the Internet that the information reflects the standards and policies of the County. Under no circumstances shall information of a confidential, sensitive or otherwise proprietary nature be placed on the Internet.
All files downloaded from the Internet must be checked for possible computer viruses. If uncertain whether your virus checking software is current, you must check with an authorized information systems representative before downloading.

Offensive, demeaning or disruptive messages are prohibited. This includes, but is not limited to, messages that are inconsistent with County’s policies concerning “equal employment opportunity”; and “sexual harassment and other unlawful harassment”.

D. Software Procedures.

No software may be downloaded onto a County computer unless approved by management. This is to avoid “computer virus” which may affect the County’s computer system.

SECTION 6. DISCIPLINE

6.1 DISCIPLINE

Formal disciplinary actions will include verbal warning, written reprimand, suspension, and/or dismissal. It shall be the policy of Allamakee County to utilize a system of progressive discipline in addressing an employee’s work deficiencies; however, any of the disciplinary measures cited above may be initiated on the more serious first offense.

In most cases, disciplinary action will be issued to the employee by their immediate supervisor, or by a higher-level supervisor in the department to which the employee is assigned. Disciplinary action will be issued in a manner, which will minimize embarrassment to the employee.

All disciplinary actions will be thoroughly documented in writing appropriate to the infraction committed. A copy should then be given to the employee, and a copy maintained in the employee’s personnel file. If the action involves an employee covered by a collective bargaining agreement, said agreement may also require a copy be sent to the appropriate union steward.

It shall be the duty of all employees to maintain high standards of conduct, cooperation, efficiency and effectiveness in their work. Elected Officials, Department Heads, and supervisors shall organize and direct the work of their units in a manner calculated to achieve these objectives. Whenever the work habits, attitude, production or personal conduct of an employee falls below an acceptable standard, the employee is subject to corrective and/or disciplinary action. All such actions shall be promptly and consistently administered and shall not be on account of political considerations, personal bias, or prejudice.

Letters of clarification shall precede formal discipline whenever, in the judgment of the Elected Official or Department Head, an infraction is readily correctable and is of lesser consequence.
6.2 GROUNDS FOR DISCIPLINARY ACTION

The seriousness of an offense will often vary with the circumstances prevailing at the time it occurred and the motives, which prompted it. Related and mitigating factors would be considered when determining the appropriate action to take. Each of the following work related infractions may be just cause for disciplinary action, up to and including dismissal. The list presented herein is not intended to be all-inclusive.

1. Unreasonable and/or abusive treatment of a client, citizen, other county employee or individual in the community, including verbal or nonverbal sexual or racial harassment.

2. Violation of any lawful and reasonable county or departmental policy.

3. Destruction or loss of county property, including abuse of tools, equipment and/or clothing allotments.

4. Absence from duty without permission, proper notice or satisfactory reason.

5. Falsifying records, knowingly giving inaccurate information or unnecessarily withholding information.

6. Obtaining materials or leave time based on fraudulent information; dishonesty; stealing; and other criminal acts.

7. Being under the influence of narcotics, alcohol or other physically impairing or illegal substances on the job.

8. Possession of any type of firearms, explosives or concealed weapons (without specific authority).

9. Conviction of a crime involving moral turpitude, casting doubt on the individual's ability to perform his/her county job effectively. (NOTE: Dismissal or non-prosecution for criminal charges shall not, in itself, preclude the county from taking disciplinary action.)

10. Incompetence, ineffectiveness, inefficiency or wastefulness in the performance of assigned duties.

11. Disregard for safety policies, procedures, reporting requirements, and/or proper use of safety equipment.
12. An attendance record, which demonstrates a consistent or continual lack of availability for work to the extent that ineffectiveness or inefficiency of services results.

The Elected Official or Department Head may elect to place an employee on investigative leave before making any determination of corrective or disciplinary action.

SECTION 7. CONTINUATION OF MEDICAL COVERAGE

7.1 COBRA

In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), the County will offer covered employees, spouses and dependent children the opportunity to continue their Group Medical Coverage under the County's current plan if coverage terminates for a qualifying event.

The beneficiary must notify the Plan Administrator of the desire to continue coverage within sixty days of the qualifying event. After the initial election, the beneficiary must remit 100% of the applicable premium to the County Auditor by the 20th of the month for the following month's coverage. Delinquent payments of the premium may be grounds for terminating the continuation coverage.

The beneficiary shall have the option of converting group coverage to a direct subscriber plan with the group medical insurer. The beneficiary will have thirty days from the date of termination of the continuation coverage to convert their Group Medical Coverage.

Employee Responsibility. Each employee or qualified beneficiary is responsible for notifying the County Auditor in case of the following:

A. Divorce or legal separation of the employee;

B. The end of a dependent child's status as a dependent under group medical insurance program.

7.2 SEPARATION

The Board of Supervisors desires to recognize its past employees for services provided to Allamakee County during the employee's years of service. In recognition of the years of past service, the County will make available to past employees who have separated their employment and are otherwise eligible for IPERS benefits as defined in Chapter 97A of the Code of Iowa, the ability to continue the coverage under the County health insurance policy after their employment, at their own expense, until they attain the age of 65 or become otherwise eligible for medicare, whichever occurs first.
SECTION 8 – ELECTED OFFICIALS

8.1 SEPARATION INSURANCE BENEFIT

An Elected Official, upon separation after 16 years of total County employment, shall be entitled to the payment of his/her health insurance premiums covering the official and/or said official's spouse from the Allamakee County carrier beginning on the date of said official's separation for a period of time as determined hereinafter.

The entitlement amount shall be calculated on the following basis: the official's annual compensation at separation, divided by 260, multiplied by 100, times 50%.

Officials elected after May 16, 2016 shall not be eligible for this unused sick leave payout.
ACKNOWLEDGMENT OF RECEIPT
AND UNDERSTANDING OF THE ALLAMAKEE COUNTY
EMPLOYEE HANDBOOK

I have received my copy of the Allamakee County handbook. I know that I must read
the handbook so that I understand my rights and responsibilities as an employee of
County.

I understand that the handbook is not an employment contract, but it is an explanation
or guide of County policies, procedures and benefits. The County has not solicited my
assent or agreement to the policies and procedures set forth in this handbook, and my
employment is not in consideration of or in return for my being bound by this
handbook. I realize that the County may interpret, clarify, revise, and/or deviate from
the procedures set forth in this handbook.

I also realize the employment relationship between the County and me is terminable at
will by either party and that nothing in this handbook creates additional rights or
provide a basis for me to believe my employment is not terminable at will.

I understand that if I have any questions, I am to talk with my immediate supervisor.

________________________________________________________________________
(Employee Name)

________________________________________________________________________
(Employee Signature)