

MUSCATINE COUNTY BOARD OF SUPERVISORS

Danny Chick, District One

Kurt Kirchner, District Two

Scott Sauer, District Three

Nathan Mather, District Four

Jeff Sorensen, District Five

AGENDA

Monday, October 19, 2026

9:00 a.m.

You can watch the meeting live from your computer, laptop, or smartphone at
<https://www.youtube.com/user/MuscatineCounty/>

1. Call to order.
2. Review agenda.
3. Items with County Engineer Bryan Horesowsky:
 - a. Discussion and possible action to approved various utility permits.
 - b. Other
4. Discussion and possible action authorizing the County Attorney, the County Engineer, the Administration & Finance Director, and the County Development Director to secure outside council as needed for specialized legal services.
5. Discussion and possible action to approve the minutes of the October 12, 2026 regular meeting.
6. Correspondence.
7. Committee Reports.
8. Items with the Administration Office:
 - a. Discussion and possible action authorizing the Chair to execute a July 1, 2026 through June 30, 2027 agreement regarding the Muscatine County Sheriff's Office Deputy Sheriffs Unit between Muscatine County and Chauffeurs, Teamsters and Helpers, Local Union #238.
 - b. Discussion and possible action authorizing renewal of the Muscatine County Flexible Benefits Plan for 2027 and setting the open enrollment period for October 19, 2026, to November 9, 2026.
 - c. Discussion and possible direction regarding updates to the Muscatine County Employee Handbook pertaining to unused vacation time.
 - d. Other.
9. Receive information from County employees.
10. Receive comments from the public.

11. Closed session pursuant to Chapter 21.5(1)(g), Code of Iowa, to avoid disclosure of specific law enforcement matters, such as current or proposed investigations or inspection or auditing techniques or schedules, which if disclosed would enable law violators to avoid detection. **(roll call vote to enter and exit closed session)**
12. Adjournment.

October 19, 2026

Agenda Packet Item #

4

- Securing Outside Council Memo

MUSCATINE COUNTY ATTORNEY

Korie L. Talkington

420 EAST THIRD STREET
MUSCATINE, IA 52761-4104
VOICE: (563) 263-0382
FAX: (563) 263-4944
E-MAIL: attorney@muscatinecountyiowa.gov
<https://www.muscatinecountyiowa.gov>



ASSISTANTS:
AMY JO HERING
HEATHER FIELDER
PAUL CHOI
MICAHA JOHNSON

October 19, 2026

To: Board of Supervisors

From: Korie Talkington

Re: Securing Outside Council for Specialized Legal Services

As you are all aware, over the last year or so, there have been several instances where Muscatine County needed to secure outside legal counsel to represent us in areas of law that fall outside the areas of expertise of the County Attorney's Office.

These areas commonly include civil litigation where the County is named in a lawsuit, complex construction contracts, land and road use agreements, economic development incentive agreements and employment matters including labor negotiations.

Because it is difficult to find a law firm that specializes in all of these areas, we are recommending that the Board of Supervisors bestow upon the County Attorney, the County Engineer, the Administration and Finance Director and the County Development Director, the authorization to seek out and secure legal counsel representation in special areas of practice.

The decision to secure and select outside counsel would be at discretion of the County Attorney.

October 19, 2026

Agenda Packet

Item #5

- Board of Supervisors Meeting Minutes 10-12-26

Muscatine County Board of Supervisors
Monday, October 12, 2026

The Muscatine County Board of Supervisors met in regular session at 9:00 A.M. with Chick, Kirchner, Mather, Sauer and Sorensen present. Chairperson Chick presiding.

On a motion by Sorensen, second by Sauer, the agenda was approved as presented. Ayes: All.

On a motion by Sorensen, second by Mather, the Board moved to accept claims dated October 12, 2026, in the amount of \$3,843,440.32. Ayes: All.

A Public Hearing was called to order by Chairperson Chick at 9:00 A.M. on a construction permit application for a proposed confinement feeding operation in Section 10 of Wapsinonoc Township submitted by JDSD Farms LLC. County Development Director Eric Furnas reviewed the Master Matrix and Construction Permit Application for JDSD Farms-Dumont East Site. Furnas stated the scoring of the Master Matrix for the facility meets and exceeds the minimum points; therefore, the findings show there is no reason the Board should not recommend to the Iowa DNR that the Construction Permit be issued. There were no questions or concerns from the Board or the public.

On a motion by Mather, second by Sorensen, the public hearing was closed at 9:02 A.M. on a construction permit application for a proposed confinement feeding operation in Section 10 of Wapsinonoc Township submitted by JDSD Farms LLC. Roll call vote: Ayes: All.

On a motion by Sorensen, second by Kirchner, the Board affirmed the Governor's Traffic Safety Bureau (GTSB) Highway Safety Grant contract in the amount of \$61,000.00, with Sheriff Quinn Riess. Ayes: All.

County Development Director Eric Furnas reviewed Case #Z26-10-01: An application filed by Sherri Manjoine, Record Owner, requesting approval of the combined preliminary/final plat of the one-lot subdivision. A subdivision in the NE ¼ of the NW ¼, Section 13, T78N, R2W. The proposed subdivision is in Wilton Township, 2722 120th Street, zoned A-1 Agricultural District, and would contain 2.15 acres. The Zoning Commission found the proposed lot meets the lot size, width, and frontage requirements for the A-1 District and all land will remain A-1 Agricultural and is subject to the land use restrictions of that district.

On a motion by Sorensen, second by Sauer, the Board approved Resolution #10-12-26-01 Approval of the Combined Preliminary and Final Plat of a Subdivision in the NE¼ of the NW¼, Sec.13, T78N, R2W. Roll call vote: Ayes: All.

RESOLUTION #10-12-26-01
APPROVAL OF THE COMBINED PRELIMINARY AND FINAL PLAT OF A
SUBDIVISION IN THE NE¼ OF THE NW¼, SEC.13, T78N, R2W

WHEREAS, there has been presented before the Board of Supervisors of Muscatine County, Iowa, a dedication and plat of the proposed subdivision "A Subdivision in the NE¼ of the NW¼, Sec.13, T78N, R2W"; and

WHEREAS, said plat has heretofore been approved by the Zoning Commission of Muscatine County, Iowa; and

WHEREAS, said dedication and plat fully conform with all laws of the State of Iowa and all ordinances of Muscatine County, Iowa, applicable thereto; and

WHEREAS, the platting of said subdivision is conducive to orderly development within Muscatine County, Iowa, is not in conflict with any extensions of the established road systems of Muscatine County, Iowa, and is in harmony with the comprehensive plan of zoning now in effect within Muscatine County, Iowa; and

WHEREAS, the subdivision of said real estate and the plat thereof were accepted and approved by the Muscatine County Board of Supervisors following a public meeting on October 12, 2026.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Muscatine County, Iowa, as follows:

- Section 1. The said subdivision is hereby designated as “A Subdivision in the NE¼ of the NW¼, Sec.13, T78N, R2W”, a subdivision in Muscatine County, Iowa, and that the descriptions of lots and parcels of land located therein shall be according to the number and designation thereof as set forth on said plat.
- Section 2. The Chairperson of the Board of Supervisors and the Auditor of Muscatine County, Iowa, are hereby authorized and directed to certify this Resolution in order that the same and all other matters material to said subdivision may be recorded in the Office of the Recorder of Muscatine County, Iowa.

PASSED and APPROVED this 12th day of October 2026.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

/s/Danny Chick, Chairperson
Muscatine County Board of Supervisors

Furnas reviewed Case #Z26-10-02: An application filed by Drake Farms LLC, Record Owner, requesting approval of the combined preliminary/final plat of the one-lot subdivision, Drake Farms Investment Subdivision. The proposed subdivision would be in Wilton Township, in the SW ¼ of the Section 29-T78N-R1-W, 1469 Taylor Avenue, zoned A-1 Agricultural District and contains 5.68 acres. The Zoning Commission found that as a farm exempt land use, the property is exempt from lot area, shape, width and frontage requirements.

On a motion by Sorensen, second by Sauer, the Board approved Resolution #10-12-26-02 Approval of the Combined Preliminary and Final Plat of Drake Farms Investment Subdivision. Roll call vote: Ayes: All.

RESOLUTION #10-12-26-02
APPROVAL OF THE COMBINED PRELIMINARY AND FINAL PLAT OF
DRAKE FARMS INVESTMENT SUBDIVISION

WHEREAS, there has been presented before the Board of Supervisors of Muscatine County, Iowa, a dedication and plat of the proposed subdivision “Drake Farms Investment Subdivision”; and

WHEREAS, said plat has heretofore been approved by the Zoning Commission of Muscatine County, Iowa; and

WHEREAS, said dedication and plat fully conform with all laws of the State of Iowa and all ordinances of Muscatine County, Iowa, applicable thereto; and

WHEREAS, the platting of said subdivision is conducive to orderly development within Muscatine County, Iowa, is not in conflict with any extensions of the established road systems of Muscatine County, Iowa, and is in harmony with the comprehensive plan of zoning now in effect within Muscatine County, Iowa; and

WHEREAS, the subdivision of said real estate and the plat thereof were accepted and approved by the Muscatine County Board of Supervisors following a public meeting on October 12, 2026.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Muscatine County, Iowa, as follows:

- Section 1. The said subdivision is hereby designated as “Drake Farms Investment Subdivision”, a subdivision in Muscatine County, Iowa, and that the descriptions of lots and parcels of land located therein shall be according to the number and designation thereof as set forth on said plat.
- Section 2. The Chairperson of the Board of Supervisors and the Auditor of Muscatine County, Iowa, are hereby authorized and directed to certify this Resolution in order that the same and all other matters material to said subdivision may be recorded in the Office of the Recorder of Muscatine County, Iowa.

PASSED and APPROVED this 12th day of October 2026.

ATTEST:

/s/Tibe Vander Linden
Muscatine County Auditor

/s/ Danny Chick, Chairperson
Muscatine County Board of Supervisors

Furnas stated that County Conservation Director Katie Hammond and Furnas attended the National Mississippi River Parkway Commission Conference combined with the National Scenic Byways Conference in West Memphis, Arkansas. Furnas stated their role to attend was to promote tourism to the Great River Road in Iowa. The decision was made at the end of the conference to hold the 2027 National Mississippi River Parkway Commission Conference in

Muscatine, Iowa. Furnas stated Hammond's hard work as the Iowa Chair of the Commission was a factor in the decision for Muscatine to host this 2027 conference.

On a motion by Sorensen, second by Sauer, the Board approved the County Recorder's Report of Fees collected for the quarter ending September 30, 2026, in the amount of \$69,750.06. Ayes: All.

On a motion by Sorensen, second by Mather, the Board approved the Muscatine County Sheriff's Office – Civil Department's Report of Fees Collected for the quarter ending September 30, 2026 in the amount of \$24,049.95. Ayes: All.

On a motion by Sauer, second by Sorensen, the Board approved the County Auditor's Report of Fees collected for the quarter ending September 30, 2026, in the amount of \$3,675.62. Ayes: All.

On a motion by Sorensen, second by Kirchner, the Board approved the County Treasurer's Quarterly Report of Fees collected for the quarter ending September 30, 2026, in the amount of \$590,871.52. Ayes: All.

On a motion by Sauer, second by Sorensen, the Board approved the minutes of the October 5, 2026, regular meeting. Ayes: All.

Correspondence:

Sorensen attended a groundbreaking for Solar One on October 8, 2026.

Sorensen and Chick attended a ribbon cutting for Muscatine Power & Water on October 8, 2026.

Chick attended a ribbon cutting for Carver Pump on October 8, 2026.

Mather attended an informational meeting by Pearl Button Solar Company on October 9, 2026.

Committee & Meeting Reports:

No committees or meetings reported.

On a motion by Sorensen, second by Mather, the Board approved a hiring request for an Assistant County with County Attorney Korie Talkington for Adam Hanson as an additional Assistant County Attorney. Ayes: All.

On a motion by Sorensen, second by Kirchner, the Board approved to adopt a Muscatine County Commercial Driver's License Costs Policy with County Engineer Bryan Horesowsky. Ayes: All.

Horesowsky updated the Board on secondary road projects.

County Auditor Tibe Vander Linden announced the early in person voting in the Auditor's office starts on Wednesday, October 14, 2026. The upcoming Satellite Absentee Voting Stations for the upcoming week will be on Friday, October 16, 2026, at Wilton Community Center, Wilton, Iowa from 12:00 P.M. to 6:00 P.M. and Sunday, October 18, 2026, at West Liberty Public

Library from 11:00 A.M. to 5:00 P.M. Vander Linden thanked her staff for the extra hours worked over the weekend to prepare for early voting and the Public Test. Vander Linden stated the Public Test of the voting equipment is scheduled for Monday, October 19, 2026, at 1:00 P.M.

The meeting was adjourned at 9:21 A.M.

ATTEST:

Tibe Vander Linden
County Auditor

Danny Chick, Chairperson
Board of Supervisors

October 19, 2026

Agenda Packet

Item #8a

- FY26-27 Muscatine County Sheriff's Office Deputies
Unit Agreement

AGREEMENT

regarding

**MUSCATINE COUNTY SHERIFF'S OFFICE
DEPUTY SHERIFFS**

between

MUSCATINE COUNTY

and

**CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238,
affiliated with
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

July 1, 2026, to June 30, 2027

MUSCATINE COUNTY SHERIFF'S OFFICE
DEPUTY SHERIFFS
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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2026, by and between MUSCATINE COUNTY SHERIFF'S OFFICE, Muscatine, Iowa, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS & HELPERS LOCAL UNION NO. 238, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognized the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for employees of the Muscatine County Sheriff's Office, Deputy Sheriff's Unit.

Included All regular full-time and regular part-time Deputies employed by Muscatine County Sheriff's Department.

Excluded Sheriff, Confidential employees, all Elected employees and others excluded by the act.

Reference is made to Certification Case No. 6046, dated September 8, 1999.

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation in Union affairs and/or activities.

Wherever this Agreement refers to the male gender, it shall also mean the female gender.

ARTICLE 3 NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's

position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 4 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 5 GRIEVANCE PROCEDURES AND ARBITRATION

A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the express terms and provisions of this Agreement.

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of any expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Step 1. An employee shall discuss a complaint or problem orally with his/her immediate supervisor within ten (10) working days following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Sheriff or Sheriff's designee within five (5) working days following the oral discussion. Within ten (10) working days after the grievance is presented in writing, the Sheriff or Sheriff's designee will answer the grievance in writing.

Step 3. If the grievance is not settled in Step 2 of the grievance procedure, within five (5) working days after receiving the written response from the Sheriff or Sheriff's designee, the Union or the aggrieved employee shall request a meeting between the aggrieved employee, the Union Stewart and/or Business Agent, the Sheriff and the Chair of the Board of Supervisors and/or his/her designee. Within

five (5) days following the meeting, the Sheriff or Sheriff's designee will answer the grievance in writing.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within five (5) working days after the date of the Sheriff's Office answer given in Step 3.

An aggrieved employee may elect not to have a Union representative present at the grievance meeting(s), if adjustment is not inconsistent with the terms of this Agreement.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date of which the occurrence giving rise to the grievance was first presented in written form, as provided in Step 2 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not timely answered by the Employer, it shall automatically be resolved in favor of the grievant.

After either party hereto has notified the other of its referral of a case to arbitration, that party, within ten (10) working days after such notice, shall request in writing the Public Employment Relations Board to furnish a list of names of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible, otherwise, by the parties alternately eliminating names from the list. The union is to strike the first name. The selection of the arbitrator shall be made within twenty (20) working days of the date on which the request for the list of arbitrators was received.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and Employer.

In the event an employee takes action through the Civil Service Commission or other governmental agency regarding an allegation of a violation of an employee right or benefit under this contract, then any right to the grievance procedure under this contract shall be waived and no grievance shall be taken. In a grievance pursued under the provisions of this contract, the arbitrator shall not have the power, authority or

jurisdiction to accept or decide any issue within the sole jurisdiction of the Civil Service Commission.

ARTICLE 6 SENIORITY and PROBATION

As used in this contract, 'seniority' means an employee's length of continuous employment with the Employer, measured from the employee's date of hire in any job classification covered herein. Seniority under this contract may differ from Civil Service Commission and County-employment seniority calculations.

The employer shall post a complete seniority list on July 1 of each year to reflect employees' status. This list shall be sent to the Union. Any protest regarding the accuracy of the list or employee status must be raised within thirty (30) days of its posting.

Date of hire means the first day the employee reports for duty. In the event that two or more employees have the same date of hire, the last four digits of each employee's Social Security number will determine seniority, with the lowest number being first on the seniority list.

As long as an individual is employed by the Employer out of the bargaining unit, his/her seniority continues to accumulate for up to six (6) months.

An employee on unpaid leave does not accumulate seniority.

A part-time employee who gains full-time employment covered by this contract shall retain 50% of the seniority accumulated during part-time employment. A part-time employee is any person who is employed by the employer on a continuing basis who is scheduled to work less than 40 hours per week.

An employee shall lose his/her seniority and the employment relationship shall be broken or terminated as follows:

1. An employee quits.
2. An accepted employee resignation.
3. An employee absent from work for three (3) days without notification to the Employer.
4. Employee is terminated for cause.
5. Falsification on employment application.
6. Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.

7. Failure to report for work at the end of leave of absence.
8. An employee is absent from work for any reason except for an on-the-job injury for over twelve (12) months or for a period of time equal to his/her seniority, whichever is shorter.
9. Employee is laid off and fails to report to work within seven (7) calendar days after having been recalled.

ARTICLE 7 LEAVES OF ABSENCE

Employees shall be eligible for leaves of absence after completing their probationary period.

Sick Leave

A full-time employee will earn sick leave on a bi-weekly, pay period basis at a rate equivalent to ninety-six (96) hours per fiscal year (3.70 hours per pay period) and can accumulate up to a maximum of seven hundred twenty (720) hours. A part-time employee will earn sick leave on a bi-weekly, pay period basis at a rate equivalent to forty-eight (48) hours per fiscal year (1.85 hours per pay period) and can accumulate up to a maximum of three hundred sixty (360) hours.

When absences due to sickness are necessitated, the employee shall notify the Employer at least 1 hour prior to the beginning of his/her scheduled reporting time. Failure to do so will result in the employee being considered absent without leave, and subject to disciplinary action.

After three (3) consecutive days, a medical doctor's written verification of illness or injury may be required by the employer for substantiation of an illness or injury.

The County will pay back, to all regular full-time employees covered by this Agreement, the same percentage as granted other County employees for all accumulated sick leave above seven hundred twenty (720) hours per year in a separate paycheck during the month of December each year.

Upon separation, retirement, or death, employees with at least four (4) years seniority will be paid at one-half (1/2) their normal rate for all accumulated sick leave, except when discharged for proper cause.

The parties agree to comply with the Family and Medical Leave Act of 1993 and the Americans with Disabilities Act.

Sick leave may be used for personal illness or injury, which renders an employee unable to perform the duties of their position or for care and necessary attention of ill or injured family members as defined in the Bereavement Leave section of this Agreement.

Bereavement Leave

In case of the death of a sister, brother, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law or sister-in-law, an employee may be allowed time off with pay, not to exceed three (3) days. In case of the death of a mother, father, spouse or child or stepchild, an employee may be allowed time off with pay, not to exceed five (5) days. Additional time off, without pay, may be approved by the department head.

Military Leave

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29A.28 of the Code of Iowa (1997).

The Employer recognizes an employee's reemployment rights in accordance with the Universal Military Training and Service Act.

Jury Duty/Legal Leave

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, except mileage. When released from duty during working hours, the employee will report to work within one hour.

Leaves Without Pay

A leave without pay for up to six (6) months may be granted by the Employer for illness and other legitimate reasons as determined by Employer.

The Employer may, at its discretion, authorize a paid and/or unpaid leave of absence for an employee to attend a school for the purpose of training in subjects related to the work of an employee and which will benefit the employee and Employer.

Injury Leave

When an employee is injured on the job and is receiving worker compensation benefits, the employee will have the option of supplementing worker compensation payments by using his/her accumulated sick leave. If an employee elects this option, the employee's sick leave account will be debited by an amount equivalent to the difference between the employee's worker compensation payment and the employee's regular pay for the scheduled hours of work covered by the worker compensation payment. If an employee's accumulated sick leave is exhausted before the employee is able to return to work, the Employer will supplement the employee's worker compensation payments by an amount equivalent to the difference between the employee's worker compensation payment and the employee's regular pay for the scheduled hours of work covered by the worker compensation payment until the employee returns to work.

ARTICLE 8 JOB CLASSIFICATION OPENINGS

- A. All openings of employment with the Employer that are covered by this Agreement shall be posted on a bulletin board in a conspicuous place at least five (5) work days prior to seeking applications from those not covered by this

Agreement. The Employer will determine the successful bidder based upon qualifications, ability, past job performance and recent job evaluations. When those factors are equal between multiple bidders, seniority shall govern, subject to the grievance procedure.

The successful bidder shall be placed into the position for a trial period of not less than 10 and not more than 45 days worked. Within the trial period, the employee must demonstrate that the employee meets the Employer's expectations or the employee will be removed and returned to the employee's former position.

If an employee is on a leave of absence anticipated to extend in excess of forty-five (45) days, that employee's shift will be put up for bid, following the same rules that apply to semi-annual shift bids. Upon return from extended leave, all employees will return to their original shifts.

- B. Employees will be allowed to bid shifts and days off twice per year in January and July by seniority; however, the employer may assign employees to particular shifts and days off if the bidding process results in an uneven distribution of employees by experience. Unless delayed by such shift composition considerations, the bidding process shall be completed by the end of the second full week in January and in July, and employees shall start their new shifts and days off at the beginning of the next pay period.

Detectives and Drug Task Force Investigators are not part of the shift bidding process and are assumed to work day shift with weekends off.

ARTICLE 9 LAYOFF

When layoffs are necessary, those employees with the least seniority in the job classification affected will be laid off first, provided those employees retained are the most qualified to carry on the work or operation. The employee removed can then replace the least senior employee with less qualifications and ability in any job classification, provided they are qualified to perform the work. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights, except they shall be considered when the Employer hires outside employees.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. It is the employee's responsibility to keep the Employer informed of their current address and phone number. An employee must report to work within five (5) days after receipt of the notice of recall or within seven (7) days after the notice of recall is mailed, whichever is less, or unless otherwise mutually agreed. Failure to report within said period shall result in the employee losing his/her seniority and his/her employment relationship shall be terminated.

ARTICLE 10
JOB DESCRIPTIONS AND ASSIGNMENTS

The Public Employer will prepare and maintain, as needed, job descriptions for those job classifications covered by this Agreement.

It is fully understood by the parties that every incidental duty connected with the Employer's operations and as enumerated in job descriptions is not always specifically described, and employees, at the discretion of the Employer, may be required to perform duties not within their job description.

ARTICLE 11
VACATIONS

Paid vacation is based on an employee's years of service with the County. Regular employees accrue vacation as follows:

Length of Continuous Service	Bi-weekly Accrual Rate	
	Full-Time	Part-Time
Start of employment through end of 4 th year	3.08 hours	1.55 hours
Start of 5 th year through end of 9 th year	4.62 hours	2.32 hours
Start of 10 th year through end of 14 th year	5.55 hours	2.78 hours
Start of 15 th year through end of 19 th year	6.17 hours	3.09 hours
Start of 20 th year and thereafter	7.70 hours	3.85 hours

Vacation time is accumulated on a bi-weekly, pay period basis beginning on an employee's first day of employment. Increases in annual accrual rates become effective on the first day of the first pay period following an employee's anniversary date. If an employee is in non-pay status for more than one-half of their scheduled hours during a pay period, they do not accrue vacation time for that pay period.

Vacation time will normally be taken in weekly increments, unless approved in smaller segments; the smallest segment allowable shall be one-half (1/2) day. The Employer shall notify the employee of the approval or disapproval of a vacation request by putting a copy of the slip in the employee's box within five (5) days after receiving the request.

The Sheriff or his designee shall approve or deny all vacation requests. Vacation time may require rescheduling to ensure the efficient operation of the department as determined by the department head.

Vacation requests will be granted on a first come-first served basis. To the extent possible without conflicting with the Employer's operations, vacations will be granted at times most desired by employees. No more than one (1) employee from a shift may take vacation at the same time without specific written approval of the Sheriff or his designee.

Unused vacation time can be carried over from one year to the next up to a maximum carry-over of an employee's current accrual rate plus forty (40) hours. Unused vacation in excess of these limitations will be forfeited unless unusual circumstances require the employee's presence at work. All such exceptions should be documented by the department head and filed with the Administration Office. Under no circumstances will

an employee be allowed to carryover hours in excess of the above limitation for more than ninety (90) days.

Upon separation from the County, an employee will be paid for all unused vacation time if the employee has provided written notice at least two weeks in advance of their last day on the job. Payout for accrued hours shall be in accordance with the rules outlined in the Separation section of the County's Employee Manual.

If a newly hired employee is ILEA-certified, the sheriff has the discretion to place the employee at a higher vacation accrual rate of 5th year through 9th year 4.62 hours each pay period depending on experience and the employee will be eligible for continued vacation accrual movement (adjusted start date for vacation accrual movement).

ARTICLE 12 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer; however, once determined by the bid process in Article 9, shift assignments shall remain in effect until the next bid process is completed. The work week starts at 5:46 a.m. on Saturday and ends at 5:45 a.m. the following Saturday.

The normal work hours shall be from 5:45 a.m. to 1:45 p.m., 1:45 p.m. to 9:45 p.m., and 9:45 p.m. to 5:45 a.m. Saturday through Saturday. By mutual agreement between the employer and employees, the normal work hours may be changed.

Except in emergencies, the Employer shall give the employee at least two (2) work days notice of any changes in the work schedule.

Overtime

Overtime shall be paid for at the rate of time and one-half (1-1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in one (1) day or forty (40) hours in any workweek. Paid leaves shall not be counted as working time for the purpose of determining overtime.

Reasonable efforts as set forth herein will be made to offer overtime on the basis of seniority. Overtime shall not be used to punish or reward employees.

Where the need for additional deputies is an emergency (e.g., an urgent or important criminal investigation, natural or man-made disaster, civil unrest, etc.) deputies may be solicited or assigned for the work without regard for seniority.

Where the need for additional deputies is not an emergency, but is unanticipated and/or on short notice (e.g., weather, illness), the work will first be offered to working employees, on the basis of seniority. If no one desires the overtime, it will be offered to employees working the shift following the overtime. Absent volunteers, the working employee with the least seniority shall be required to work up to four (4) hours overtime.

If an employee is so required, the employee with the least seniority for the overtime-following shift will be required to relieve the first employee.

Where the need for additional deputies is not an emergency and is anticipated (e.g., vacation, long-term medical or other leaves of absence), the work will be offered on the basis of seniority using a sign up sheet posted on the bulletin board.

Compensatory Time

An employee may, in lieu of overtime pay and at the sole discretion of the Employer, receive compensatory time. Compensatory time will be earned at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. The employee must receive approval from the Sheriff or his designee for the scheduling of compensatory time. An employee shall not accumulate more than one hundred (100) hours of compensatory time without prior approval of the Sheriff or his designee.

Call-In Pay

An employee called in to work outside the scheduled workday shall receive two (2) hours of pay at their straight time hourly rate or their applicable rate of all hours worked, whichever is greater.

Court Time

An employee required to appear for court during off duty hours shall be paid for actual time spent, with a minimum of two (2) hours pay as set out in the wage article. The two (2) hours of pay is guaranteed if an employee is required to appear for Court during off duty hours, unless the employee is notified of the cancellation of the Court appearance at least two (2) hours before the time of the scheduled appearance. If an employee is scheduled to appear in Court less than two (2) hours before their regular starting time, they shall be paid court time pay from the scheduled time of appearance to their regular start time. The employee shall turn over to the Employer witness fees collected by the employee when received. Court time shall be counted in determining whether an employee is entitled to overtime.

Court time must be authorized or approved by the Department Head and is only payable when the employee is required to testify in a criminal or civil matter for the Employer, or in a criminal matter for another law enforcement agency when directed to do so by the Employer.

Phone Hearings

Employees who are not on duty shall receive a minimum of two (2) hours of pay for phone hearings.

On-Call Pay

If an employee is paged in on a mandatory call while on a normal day off or taking vacation or comp time off, the employee will be paid at the overtime rate for the hours worked.

ARTICLE 13

HOLIDAYS

Regular full-time employees are eligible for eleven (11) paid holidays during the course of a calendar year. The Board of Supervisors will annually select holidays, notifying employees of its selection on or about the first of January. The Board typically designates nine (9) or ten (10) holidays for a calendar year; the remaining days are designated as personal days and must be used prior to the end of the calendar year or are forfeited. Unused personal days are forfeited upon termination.

Regular full-time employees who begin employment before March 31st will be credited the full number of personal days designated by the Board for that calendar year. Regular full-time employees who begin employment between April 1st and June 30th will be credited three-fourths ($\frac{3}{4}$) the full number of personal days designated for that calendar year. Regular full-time employees who begin employment between July 1st and September 30th will be credited one-half ($\frac{1}{2}$) the full number of personal days designated for that calendar year. Regular full-time employees who begin employment between October 1st and December 31st will be credited one-fourth ($\frac{1}{4}$) the full number of personal days designated for that calendar year. Regular part-time employees will be credited at one half ($\frac{1}{2}$) the rate of full-time employees.

Employees shall work their regular schedule, including holidays, unless vacation or compensatory time is requested and approved by the department head. An employee required to work on a designated paid holiday shall be paid at their regular rate of pay and eight (8) hours will be added to their accrued vacation. If a designated paid holiday falls on an employee's regularly scheduled day off (not counting vacation days), eight (8) hours will be added to their accrued vacation.

The deputy assigned to Courthouse Security shall observe the State of Iowa's holiday schedule (days the state offices in the Courthouse are closed). If the State of Iowa observes fewer than eleven (11) paid holidays in a calendar year, the Courthouse Security Deputy shall be entitled to County-issued personal days for total holiday days equal to but not exceeding eleven (11) paid holidays for the calendar year. Example: if the State of Iowa observes nine (9) holidays in a particular calendar year, then the Courthouse Security Deputy shall be entitled to two (2) personal days for that calendar year.

In addition to their first regular paycheck received in November each year, regular full-time employees shall receive an additional paycheck for the designated paid holidays for the current calendar year, with only taxes and IPERS withheld. The Courthouse Security Deputy shall receive an additional paycheck for the State-designated paid holidays for the current calendar year, with only taxes and IPERS withheld.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday unless the absence is approved by the Sheriff or his designee.

ARTICLE 14 VISITATION

The Business Representative of the Union, who has been previously identified by the Union to the Sheriff's Office, will be permitted to visit for reasonable lengths of time the jobs or shops to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operations. The Union representative is to notify the Sheriff's Office prior to his/her visitation.

ARTICLE 15 PAYDAY

Payday for all employees shall be every other Friday. Not over one (1) week's pay shall be held back. Those employees that get off work Thursday night (9:45 p.m.) and/or Friday morning (5:45 a.m.) shall receive their paychecks when they leave work, and the same shall apply when payday falls on a holiday and paychecks are distributed the day before.

All employee paychecks shall be put in a sealed envelope with the employee's name on the front.

The Employer will direct deposit the employee's paycheck into an account at the financial institution of the employee's choosing.

ARTICLE 16 BULLETIN BOARDS

The Public Employer shall provide a portion of a bulletin board in mutually satisfactory places for official Union notices which shall apply to only County employees and for the purpose of posting of jobs. All bulletin board notices must be approved by the Sheriff's Office and signed by the Union representative of Local No. 238.

ARTICLE 17 HOURLY RATES

Effective

Job Classification

07/01/26

Deputy Sheriff

Step 1	Base Rate	\$32.51
Step 2	1 year	\$33.49
Step 3	2 years	\$34.49
Step 4	3 years	\$35.52
Step 5	4 years	\$36.60
Step 6	6 years	\$37.68
Step 7	8 years	\$38.82
Step 8	10 years	\$42.42

Initial placement on a step will be based on years of service as a deputy sheriff with Muscatine County. Advancement to the next step is effective the first day of the two week pay cycle that includes the employee's anniversary date.

If a newly hired employee is ILEA-certified, the Sheriff has the discretion to place the employee on Steps 1, 2, 3, 4, 5, or 6 depending on experience and the employee will be eligible for continued step movement (adjusted start date for step movement only).

Shift Differential

Employees shall receive a shift differential of thirty cents (\$0.30) on their base rate for all hours worked on second shift (1:45 p.m. to 9:45 p.m.). Employees shall receive a shift differential of thirty-five cents (\$0.35) on their base rate for all hours worked on third shift (9:45 p.m. to 5:45 a.m.).

Corporal Pay

Employees holding the rank of Corporal shall be paid corporal pay of seventy-five cents (\$0.75) on their base rate of pay for all hours worked.

Any deputy named as an acting supervisor or when there is not a supervisor scheduled (corporal and above) and no acting supervisor assigned, the highest seniority deputy will be paid thirty cent (\$0.30) an hour in addition to the pay they are due.

Canine Handling Pay

Employees assigned canine handling duties shall receive an additional seventy-three cents (\$0.73) on their base rate of pay for all hours worked.

Detective Pay

Employees assigned Detective duty shall receive an additional seventy cents (\$0.70) on their base rate for all hours worked. The Detective position is an assigned position which may be reassigned at any time, within the Sheriff's sole discretion. Upon reassignment to a position other than Detective, the deputy forfeits the \$.70 pay differential and reverts to the regular deputy wages (based upon the step program.)

Field Training Pay

Employees assigned field training duty shall receive an additional fifty cents (\$0.50) on their base rate for all hours spent performing field training duties.

ARTICLE 18 CONTRACT NEGOTIATIONS

Employees involved in union negotiations will be paid for time spent in negotiations during their regularly scheduled hours.

ARTICLE 19 INSURANCE

The Employer agrees to pay a portion of the premiums (pursuant to Exhibit A) for each eligible regular full-time employee for a Health/Medical Group Program and Dental

Program of the Employer's choice. The Employer also agrees to make two alternative health insurance plans available to employees, provided the required percentage of County employees elect to participate in such plans.

See Exhibit A for employee monthly contributions with employee annuity payment increase to \$250.

The Employer agrees to pay the premium for a Long Term Disability plan of the Employer's choice, with the following coverage: sixty percent (60%) of the employee's monthly earnings, up to \$6,000. There shall be a ninety (90) day waiting period, with allowance for a Work Incentive Benefit for up to twelve (12) months, and maximum benefit period of two (2) years (with extension up to the employee's Social Security Normal Retirement Age in some circumstances).

The Employer will provide the bargaining unit employees the same Life Insurance as provided other County employees.

ARTICLE 20 TRAINING

The Employer will offer continuing training in an effort to improve qualifications, skills and abilities of employees. The Employer shall also offer and pay for all certification training required.

If an employee is required by the Employer to attend a school, the Employer will pay all reasonable and necessary expenses.

ARTICLE 21 UNIFORM ALLOWANCE

The Employer will furnish all new deputies with:

- 3 new or serviceable pairs of pants
- 3 new or serviceable long sleeved shirts with necessary patches
- 3 new or serviceable short sleeved shirts with necessary patches
- New and appropriate black footwear (up to \$125); footwear shall be the employee's preference
- 1 new or serviceable pant belt
- 1 new or serviceable nameplate, badge, collar brass and accessories required by the Employer
- Snow suit
- 1 new or serviceable Winter coat
- 1 new or serviceable Spring coat
- 1 new or serviceable Rain coat
- Head wear, to include, but not limited to: 1 new or serviceable felt hat, 1 new or serviceable straw hat and 1 new or serviceable winter hat
- New or serviceable leather gear to include, but not limited to: gun belt, holster, hand cuffs, and case, radio pouch, OC pouch, ASP pouch and ASP ammunition pouch, flashlight holder, key clip

The Employer shall post and maintain a current list of required uniform clothing and equipment. ~~The Employer shall furnish to all employees any change in clothing or equipment required by the employer.~~ Any deviations from the employer list of required uniform clothing and/or equipment must receive prior approval from the Employer; if approved, the cost of said deviations shall be paid from the uniform allowance.

Each regular full-time employee who has completed their probationary period is allowed an annual uniform/cleaning allowance of \$800 per fiscal year. Employees will receive this annual uniform allowance payment through the payroll system during the month of July.

If an employee's clothing or personal items are damaged in the line of duty, the County will replace such clothing or personal items (i.e. watches, glasses, uniforms etc.) and the cost of such replacement shall be absorbed by the County.

ARTICLE 22 HEALTH AND SAFETY

Section 1: The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section 2: The Union and the employees will extend their cooperation to the Employer in abiding by Employer policies, rules and regulations as to health and safety and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 3: The Employer shall provide and pay for a Hepatitis "B" vaccination for all current employees that have not been vaccinated, and for all new employees. The Employer shall also provide and pay for T.B. testing on a yearly basis for all employees.

Section 4: Flu shots will be made available to all employees.

Section 5: When requested by the employee, the Employer shall provide a properly fitting bulletproof vest that is under warranty. When requested by the employee, the vest will be replaced when it is no longer under warranty. The Employer retains the right to determine when the vests shall be worn while the deputy is on duty.

ARTICLE 23 STEWARDS

The Employer recognizes the right of the Union to designate one (1) Steward and one (1) alternate Steward from the Employer's seniority list. The Union shall provide the Employer with the names of Stewards and will notify the Employer of any changes.

ARTICLE 24 PERIOD OF AGREEMENT

This agreement shall be in full force and effect from July 1, 2026, to June 30, 2027, and shall continue in full force and effect from year to year thereafter unless either party gives written notice to change or modify the Agreement.

Signed this 15 day of OCTOBER, 2026.

MUSCATINE COUNTY
SHERIFF'S OFFICE
DEPUTY SHERIFFS

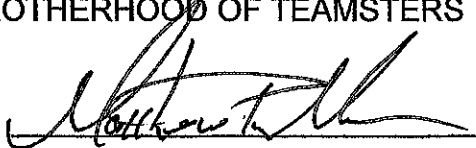
By: _____

Title: Chair, Muscatine County Board of
Supervisors

By: _____

Title: Muscatine County Sheriff

CHAUFFEURS, TEAMSTERS AND
HELPERS, LOCAL UNION NO. 238,
affiliated with INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

By: 

Title BUSINESS AGENT

By: _____

Title _____

October 19, 2026

Agenda Packet

Item #8c

- Muscatine County Employee Handbook Unused Vacation Section
- Unused Vacation Memo

Unused vacation time can be carried over from one year to the next up to a maximum carry-over of an employee's current accrual rate plus forty (40) hours. Unused vacation in excess of these limitations will be forfeited unless unusual circumstances require the employee's presence at work. All such exceptions should be documented by the department head and filed with the Administration Office. Under no circumstances will an employee be allowed to carryover hours in excess of the above limitation for more than ninety (90) days.

Upon separation from the County, an employee will be paid for all unused vacation time if the employee has provided written notice at least two weeks in advance of their last day on the job. Payout for accrued hours shall be in accordance with the rules outlined in the Separation section of the manual. Elected County officials are not eligible to be paid for unused vacation time.

II-G. SICK LEAVE

Regular full-time employees earn sick leave on a bi-weekly, pay period basis beginning with their first day of employment at a rate of ninety-six (96) hours per year (3.694 hours per pay period). Regular part-time employees earn sick leave at one-half the rate of full-time employees. If an employee is in non-pay status for one-half or more of their scheduled hours during a pay period, they do not accrue sick leave time for that pay period.

Sick leave may be used for personal illness or injury, which renders an employee unable to perform the duties of their position or for care and necessary attention of ill or injured family members as defined in the Funeral Leave section of this manual.

After an employee accumulates three hundred sixty (360) hours of sick leave, the employee may elect annually to add all or one-half of any earned, unused sick leave that was accrued in the past year and in excess of the 360 hours to the employee's accumulated total. Unused sick leave not added to the accumulated leave shall be compensated for at the rate of one-half (1/2) the employee's normal rate of pay. After seven hundred twenty (720) hours are accumulated, the employee shall be compensated annually for all unused sick leave in excess of seven hundred twenty (720) hours at the rate of one-half (1/2) the employee's normal rate of pay.

Upon resignation, retirement or lay-off, employees will be paid at one-half their normal rate of pay for all accumulated sick leave if the employee has provided written notice at least two weeks in advance of their last day on the job. Elected County officials and employees terminated for cause are not eligible for this payment.

In case of unexpected absence due to illness or emergency, the department head should be notified as soon as possible. Upon request from the department head, the employee must furnish satisfactory medical evidence that the employee's illness requires time off work and/or the employee is fit to

MUSCATINE COUNTY ADMINISTRATION OFFICE

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Melissa Hill, Payroll/Accts Payable Administrator
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To: Board of Supervisors
From: Kala Naber & Kayla Petersen
Date: October 19, 2026
RE: Muscatine County Employee Handbook – Unused Vacation

According to the statistics provided below, current procedure appears to be effective.
If a procedural change is desired by the Board, our recommendation is included below.

Statistics from October 2025 – September 2026:

- 28 Employees with excess vacation hours

17	Less than 40 hours
3	40-50 hours
4	50-60 hours
1	60-70 hours
1	70-80 hours
2	Over 80 hours

- 1 employee was unable to use vacation within the 90-day extension

Possible Options:

- Increase extension beyond 90 days
- Increase the carryover maximums (would increase the County's financial liability)
- Payout up to certain amount of excess and forfeit/donate remainder (could be at 1/2 rate)

Administration/Human Resources Recommendation:

- Maintain current handbook procedure of 90-day extension
- Add payout option: Up to 40 hours of excess at 1/2 of employee's normal rate of pay and forfeit/donate remaining
- If excess vacation is not used within the 90-day extension, payout option is automatically applied
- One year trial period to monitor statistics and financial impact

Full-time Accrual Rates:

Length of Continuous Service	Bi-weekly Accrual Rate (Hourly)	Hours Per Year	Weeks Per Year	Max Carryover (Hours)	Max Carryover (Weeks)
Start of employment through end of 4th year	3.08	80	2	120	3
Start of 5th year through end of 9th year	4.62	120	3	160	4
Start of 10th year through end of 14th year	5.55	144	3.6	184	4.6
Start of 15th year through end of 19th year	6.17	160	4	200	5
Start of 20th year and thereafter	7.70	200	5	240	6