Dubuque Co. Conference Bd. Teamsters #421 (Assessor) 7/1/2006 6/30/2008

DUBUQUE CO./TEAMSTERS #421 (ASSESSOR) 06-08

AGREEMENT BETWEEN

DUBUQUE COUNTY CONFERENCE BOARD

and

TEAMSTERS LOCAL 421

REPRESENTING

DUBUQUE COUNTY ASSESSOR EMPLOYEES

Effective July 1, 2006
Expires June 30, 2008

PREAMBLE

This AGREEMENT entered into by DUBUQUE COUNTY CONFERENCE BOARD, hereinafter referred to as the "EMPLOYER" and the GENERAL DRIVERS AND HELPERS UNION LOCAL 421, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as "UNION", for the purpose of promoting peaceful relations between the Employer, its bargaining unit employees, and the Union; establishing an equitable and peaceful procedure for the resolution of differences which may arise under the contract; and bargaining for wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reduction, in-service training, and other items covered under the scope of negotiations outlined in the Iowa Public Employment Relations Act.

In order to maintain the existing harmonious relationship between the Employer and Employees, to promote the morale, well-being, and security of employees, to maintain a mutually agreeable set of working conditions, to facilitate a peaceful adjustment of all grievances and disputes which may arise regarding wages, hours and other negotiable conditions of employment, the contracting parties set for the following agreement:

RECOGNITION - ARTICLE 1

A. The Employer recognizes the Union as the exclusive bargaining representative for its bargaining unit employees identified herein, with respect to items covered under the scope of negotiations outlined in the Iowa Public Employment Relations Act, and other such matters as have been mutually agreed upon and specifically set forth herein.

B. The bargaining unit for the purposes of this Agreement consists of that unit designated by the Public Employment Relations Board in its decision rendered on August 20, 1975, Case Number 478, and as amended by the Public Employment Relations Board, Case Number 726 on May 15, 2006.

MANAGEMENT RIGHTS - ARTICLE 2

A. It is recognized that, except as expressly stated in this agreement, the Employer shall retain whatever rights of authority as are necessary for it to operate and direct the affairs of the County in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the County; to determine the methods, means, organizations and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule work hours and to authorize overtime; to determine which goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, transfer, discharge or relieve employees for any legitimate reasons; to make and enforce reasonable rules and

regulations; to change or eliminate existing rules, methods, equipment or facilities; to contract and subcontract work of the County, provided such subcontracting is not done for the sole purpose of undermining the Union.

B. The listing of these rights shall in no way diminish any other management rights retained by the County.

BULLETIN BOARDS - ARTICLE 3

The Employer will provide reasonable space on one (1) bulletin board in a mutually agreeable location for official Union notices.

PAYDAY - ARTICLE 4

Payday will normally be biweekly, every other Friday. There will be twenty-six (26) normal pay periods per year. When Friday is not an administratively feasible payday, the nearest working day shall be denominated the payday.

DISCIPLINE AND DISCHARGE - ARTICLE 5

A. Disciplinary action shall normally include the following steps, except in cases of more serious offenses which justify deviation from the steps stated below.

1. Oral reprimand (notice to be documented in writing)
2. Written reprimand (notice to be given in writing)
3. Suspension (notice to be given in writing)
4. Discharge (notice to be given in writing)

B. Normally, an orderly system of discipline shall be followed. When accepted procedures have been violated, the employee shall normally be given a reprimand. For a second offense, a suspension of from one (1) to not more than three (3) days without pay may be levied, if appropriate. For a third offense, a suspension of from three (3) to six (6) days may be levied, if appropriate. For repeated violations or for major violations, outright discharge may be levied at the discretion of the Employer. Three (3) violations within a two (2) year period shall be construed as a repeated violation. Regardless of the number of violations after a one (1) year period of violation-free service, all records of previous offenses will be disregarded with relation to all future violations.

C. In addition to the disciplinary action in Paragraphs "A" and "B" above, demotions under certain conditions and reductions in salary shall be considered as disciplinary actions and may be utilized to bring about reasonable and acceptable standards for the department as a whole, and to bring about better observance of working rules and regulations, where the conduct of the employee is such that immediate disciplinary action is needed.

D. Any violation of Article 24, Numbers 1,2,3, or 4, or repeated violation of the rules and regulations shall be grounds for immediate dismissal from County employment.

E. All reprimands, suspensions, demotions, reductions in salary and discharge shall be in writing with a copy to the employee and to the Union Business Representative. Such notices shall be given to the employee in private whenever possible.

F. Appeal from disciplinary action shall be made to the grievance procedure provided herein.

SENIORITY - ARTICLE 6

A. The term "seniority" shall mean the length of continuous full-time service to the Employer, since the employee's last date of hire as a full-time employee, and shall include the time spent in the military in accordance with Section 29A.28 Code of Iowa. Seniority shall be broken only by discharge, resignation, or more than one (1) year layoff. Seniority dates shall be adjusted to reflect authorized leaves of absence without pay for periods of more than thirty (30) days for personal reasons. For the purpose of this Article, seniority will not be adjusted for an unpaid leave of absence for medical reasons which has been substantiated by the employee's doctor.

B. For the purpose of promotion; seniority, qualifications and ability to perform the work shall be considered.

C. A seniority list showing all employees and their dates of employment shall be prepared by the Employer with copies to the Union.

D. Permanent part-time employees who become full-time employees will have their part-time seniority prorated into full-time seniority for benefit purposes only (i.e., vacation). For every year of permanent part-time service, seniority will be converted to one-half year of full-time seniority.

E. Upon written request from the an employee, County Department Heads may allow reasonable opportunity to cross-train employees within their offices. Employees will be paid at their current rates of pay during in-house training.

F. Supervisors and non-bargaining unit employees will not be used to perform work currently or previously performed by bargaining unit employees covered under this agreement.

EMPLOYEE STATUS / BENEFIT ELIGIBILITY AND PROBATION PERIOD - ARTICLE 7

PURPOSE: The purpose of this Article is to define employee eligibility for benefits outlined in this Agreement. It is not intended to define an employee's employment status.

A. Permanent full-time employees are defined to be employees that normally work thirty-one (31) hours per week or more for a duration of more than four (4) months. Permanent full-time employees are eligible for all benefits outlined in this agreement.

B. Permanent part-time employees are defined to be employees that normally work twenty (20) hours per week or less for a duration of more than four (4) months. Permanent part-time employees are not eligible for benefits outlined in this agreement.

C. Temporary part-time and temporary full-time employees are defined to be employees that normally work less than 20 hours per week or for a duration of less than four (4) months. Temporary employees are not eligible for benefits outlined in this agreement. Temporary employees that work in excess of four (4) months will be considered new employees, will be eligible for benefits outlined above and shall serve the standard six (6) months probation period following the initial four (4) months of employment.

D. The probation period for new employees shall be the first six (6) months of employment. During the probation period the employee shall have no seniority rights or recourse to the grievance procedure. The Employer may terminate probationary employees at any time during the probation period without recourse from the employee. Probationary employees are not eligible for benefits outlined in this agreement. (Upon successful completion of the probationary period, the employee shall be entitled to vacation and personal days accrued and to sick days accrued but not granted from the initiation of the probationary period.)

E. Temporary part-time employees, and part-time employees who are not eligible for benefits may, from time to time, fill vacancies of permanent, full-time employees. Those employees, for purposes of benefit eligibility, shall serve the six (6) month probationary period described in Article 7, Section D prior to becoming entitled to vacation, personal days and sick days and holiday pay.

F. Permanent part-time employees who fill vacancies of permanent full-time employees as defined in this contract shall serve a three (3) month probationary period as outlined in Article 7, Section D, prior to becoming entitled to full-time vacation, personal day, sick day and holiday pay benefits.

POSITION VACANCIES AND LAYOFF PROCEDURE - ARTICLE 8

A. POSITION VACANCIES

1. Permanent job openings in the bargaining unit shall be posted on the bulletin board in the Courthouse and County Library for a period of five (5) working days. Employees of the office in which the vacancy occurs shall have the first priority for the position, based upon qualifications and seniority within the office.

2. Full-time employees in the bargaining unit outside the office in which the vacancy occurs shall have the second priority for the position, based upon qualifications and seniority within the bargaining unit.

3. Permanent part-time employees of the office in which the vacancy occurs shall have the third priority for the position, based on qualifications and seniority.

4. Permanent part-time employees in the bargaining unit outside the office in which the vacancy occurs shall have fourth priority for the position, based upon qualifications and seniority within the bargaining unit.

5. Upon promotion, an employee will be placed in the step of the new pay range which will provide at least twenty-five ($.25) per hour increase. The employee shall serve a three (3) month probationary period. Following the probation period, the employee shall be considered a permanent employee within such classification, or be returned to his/her former position and/or classification.

6. For the purposes of calculating vacation and sick leave benefits the employee's last date of hire as a continuous full time employee will be utilized.

7. When permanent job openings occur within the bargaining unit and no qualified unit employees post for the position, the employer may post the position at a lower level (under-fill) in order to allow minimally qualified employees an opportunity for advancement. In such cases, the employee will serve the normal three (3) month probationary period. If the employee gains permanent status in the position under the provisions above, he/she shall be required to serve at least one (1) year (including probation) in the "underfill" status. Performance reviews will be conducted at three (3), six (6), nine (9) and twelve (12) month intervals and the employee counseled as to his/her work progress. Upon completion of one (1) year in the "underfill" position and favorable performance reviews, the employee shall be promoted to the level of the position underfilled.

8. Nothing in this article shall preclude the right of the Employer to eliminate a position, or fill a position at a different level, for positions that become vacant. When the employer determines that it will eliminate a position or fill a position at a different level, the Union shall be notified prior to the time that a personnel requisition is presented to the County Assessor, when the position is filled at a different level, and prior to the time that the duties for the position that is to be eliminated are assigned to other employees.

B. LAYOFF PROCEDURE

1. The employer has the discretion to determine the necessity and implementation of a layoff of the work force. If such a layoff is deemed necessary, it will be administered according to overall unit seniority and

classifications within a specific office as addressed in this section. Written notices of layoff will be given at least seven (7) days prior to layoff.

2. BUMPING: The Employer and Union agree that in the process of bumping during a layoff, the number of moves should be minimized so as not to impede the efficient operation of any department. The following guidelines for administration of the bumping procedure shall be in effect to minimize the number of bumps within the bargaining unit.

   a. Overall unit seniority will be used to determine the seniority standing of an employee in the event of a layoff.

   b. An employee slated to be laid off or bumped by another employee shall be given the opportunity to bump into an equal, or lower paying classification provided the position is encumbered by a less senior employee. Under no circumstances will an employee be eligible to bump into a higher paying classification unless otherwise provided for in this Article.

   c. Bumps will be allowed only to:

      1. The lowest senior employee within the classification bumped in the bargaining unit, provided the lowest senior employee within the classification is encumbered by a less senior employee.

      2. The lowest senior employee within the classification bumped in the employee's current department, provided the lowest senior employee within the classification is encumbered by a less senior employee.

   d. An employee electing to bump into another position will be allowed to retain that position, provided the employee is able to perform the work satisfactorily within a three (3) month probationary period. If work performance is unacceptable following the probationary period, the employee will be laid off with no further bumping privileges, but subject to recall. Unacceptable work performance will be documented by the appropriate department head.

   e. Employees laid off due to bumping shall be accorded the same rights as employees who were initially affected by the layoff

   f. An employee displaced from a job as a result of a layoff or bump may exercise his/her bumping option by notifying the Personnel Director in writing within three (3) working days of notification of the layoff, or three (3) days prior to the end of training period, if the bumped employee is training the individual bumping his/her position.

   g. A laid off employee, not the least senior employee in the unit, not

eligible to bump an employee with less seniority under the provisions outlined above, may exercise the option to bump the least senior employee in the unit, regardless of his/her classification. These employees shall serve the same probation period as provided above.

3. RECALL: An employee to be recalled from a layoff shall be so notified as far in advance as possible by certified mail, return receipt requested, mailed to his/her last address as shown on the employer's record. Any employee so recalled must return within seven (7) consecutive calendar days after receiving such notice, or at a time and date indicated in the notice, whichever is later. Any employee failing to do so shall automatically lose his/her seniority rights and shall be terminated. An employee on layoff who refuses to accept a call back offer to a position which he/she is capable of filling in another pay range or office shall be terminated from County employment. Any employee called back to a lower pay range or an office other than the one laid off from shall be given first opportunity to return to his/her former status when an opening occurs. An employee shall be considered as having received notice of the recall as of the date such notice is delivered to his/her last known address. It is the employee's responsibility to keep the Employer informed of his/her current address and phone number. Employees on layoff shall be recalled in order of their seniority. Probationary, part-time and seasonal employees have no recall rights.

MILITARY LEAVE - ARTICLE 9

A. Full-time employees of the County may be granted a military leave of up to thirty (30) days with pay in accordance with applicable sections of the Iowa Statutes currently in effect.

B. If an employee desires to receive the employment rights provided by Iowa Law when he/she is discharged from the military service, he/she must request a leave of absence without pay for the personal time needed to settle affairs prior to his/her induction into the military service.

C. In case of extended military leave, the employee must forward a statement to the County Assessor after the employee has been inducted for at least thirty (30) days. The statement must show the date on which the certificate is prepared, the date of induction, the name, rank, title and address of the commanding officer signing the certificate.

D. In case of military leave of less than thirty (30) days, the employee must present a statement to the County Assessor at the termination of his/her military service. The statement must show the date it is prepared, date of induction, date of release from duty, name, rank, title and address of the commanding officer signing the certificate.

E. Any vacation earned by the employee must be taken before induction into military service. Vacation earned and not used will not be granted to the employee upon

his/her return from military service.

F. Any employee wishing to return to work for the County after completion of his/her military service will be granted all rights afforded by the Universal Military Training and Services Act and any other applicable State or Federal Law.

G. A regular employee will be granted leave up to a maximum of two (2) weeks per year for reserve military training. Such leave will not be counted against accumulated vacation time. Any employee on reserve training will be paid by the County at his/her regular rate for the normal workweek, less such military pay and allowances (except travel allowance) which he/she shall receive for such training period.

HOURS OF EMPLOYMENT AND REST PERIODS - ARTICLE 10

A. The specific hours of employment for employees shall be set by the responsible elected or appointed official. The elected or appointed department head or his/her designee shall schedule work hours. Nothing in this Article, including outline of the specific hours below, shall preclude the responsible elected or appointed department head from changing the specific hours of employment.

B. The normal workweek shall be Monday through Friday. The workday shall normally begin at 8 a.m. and end at 5 p.m. All employees shall be entitled to a fifteen (15) minute rest period during each one half (½) shift. Normally, this rest period shall be in the middle of each shift. Lunch hours shall be unpaid and shall be scheduled at the discretion of the department head. Under no circumstances shall employees be entitled to accumulated compensatory time or receive compensation for breaks not taken. All employees shall punch a time clock if required.

C. At the discretion of the department head, employees may request to be scheduled to work flexible schedules varying from the normal workday above. Requests for flexible schedules must initially be presented to the Personnel Department. This subsection (C) is not subject to the grievance procedure.

D. In the event of inclement weather such as snow, fog, or ice, which might create hazardous traveling conditions to and from an employee's home, an employee may request and receive approval from his/her department head, permission to leave work early or arrive late. The employee may receive pay for time away from work because of inclement weather conditions, subject to the department head's approval, by making up the time away from the job within the same pay period, using vacation, personal days, or compensatory time if applicable.

OVERTIME - ARTICLE 11

A. All hours worked in excess of forty (40) hours in a work week shall be paid at the rate of one and one-half (1 and ½) times the employee's normal hourly rate of pay.

B. Compensatory time off in lieu of cash may be taken upon mutual agreement between the employer and employee. Scheduling of such compensatory time off shall be at the discretion of the employer. Compensatory time shall not be allowed to accumulate in excess of thirty (30) hours and shall be taken in increments of no less than four (4) hours within twelve (12) payroll periods from the time earned.

C. In a week in which a paid holiday(s), as specified in Article 13 of this Agreement, the Holiday pay shall be utilized for computing weekly overtime.

D. Probationary employees shall be eligible for holiday pay upon successful completion of three (3) months of employment.

VACATION - ARTICLE 12

A. ACCRUAL

1. Employees, except seasonal and part time (those who work less than thirty (30) hours per week), shall be granted an annual paid vacation for the period specified below, based on the following service requirements:

   One (1) week paid vacation will be allowed after completion of one (1) year of employment.

   Two (2) weeks paid vacation will be allowed after completion of two (2) years of employment.

   Three (3) weeks paid vacation will be allowed after completion of five (5) years of employment.

   Four (4) weeks paid vacation will be allowed after completion of twelve (12) years of employment.

   Five (5) weeks paid vacation will be allowed after completion of twenty (20) years of employment.

2. For full-time employees one (1) week of vacation shall be considered a five (5) day period, unless the normal workweek is different. A workday or workweek shall be construed to mean the normally scheduled workday or workweek of the employee.

3. Permanent part-time employees as defined above shall earn a pro-rated vacation based on the total number of hours worked in their anniversary year, divided by fifty-two weeks.

4. No vacation shall be granted during the first year of service, but upon

satisfactory completion of the first year of service, vacation shall accrue to the employee for the full year.

5. Vacation shall not accrue during time on layoffs, suspensions, or leaves without pay. All vacation must be used in the seniority year following that in which it was accrued. Vacation accumulation not used during this year will be lost.

6. On separation from the Employer for any reason, all vacation accumulation for completed months of service shall be paid for in cash, in a lump sum, at the hourly rate of the employee on his/her final paycheck.

B. REQUESTS

1. Any employee desiring and entitled to vacation must submit a written request, at least two (2) weeks in advance of the vacation, to his/her department head stating the specific time for his/her request of vacation. The request will not affect the efficient operation of services to the Employer as determined by the Department Head. In cases of emergency the two (2) week provision may be waived by the Department Head.

2. Requests for vacation in increments of one week or more shall be made at least two (2) weeks prior to the vacation, to the appropriate Department Head, stating the specific time of the vacation. Granting of this request shall not affect the efficient operation of the services to the employer as determined by the Department Head. Employees may utilize vacation for absences of less than one week, but not less than one-half day, with the approval of the Department Head. Vacations in increments of less than one-half day may be granted at the discretion of the Department Head.

3. Seniority shall determine which employee will be given preference for a vacation, for written requests prior to three (3) months before a vacation period. The earliest request will determine which employee will be given preference for a vacation for written requests within the three (3) months before a vacation period, if time within that vacation period is still available.

4. An employee who has scheduled, requested and been granted a vacation in the last month of his/her anniversary year, and is then requested to return to work by the employer, may carry over vacation to the next year. The carryover shall be taken in the first four (4) months of the following seniority year.

5. Any employee who is on vacation that extends through a holiday, shall not be charged for a day of vacation for a holiday.

6. Employees who are eligible for two (2) weeks or more of vacation shall be allowed to donate up to twenty (20) hours of vacation to a co-worker within the bargaining unit who has exhausted their sick leave. Within the bargaining unit shall include the Courthouse, Library and Assessors Office

fore this article only. Employees may only donate a maximum of 20 hours per fiscal year.

HOLIDAYS - ARTICLE 13

A. All employees, except probationary, seasonal and part-time employees (those that work less than thirty (30) hours per week) are eligible for the following paid holidays and subject to the limitations below:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Spring Holiday	Christmas Day
Labor Day	New Year's Eve Day

B. Whenever any of the listed Holidays fall on a Saturday, the proceeding Friday shall be observed as the Holiday. When a listed Holiday falls on a Sunday, the following Monday shall be observed as the Holiday.

C. Work performed on the above holiday periods by eligible employees shall be paid for at one and one-half (1½) times the normal hourly rate in addition to the holiday pay.

D. To be credited with these holidays, it is necessary for the employee to work, or be on pre-requested vacation or sick leave, the day before and after the holiday. Verification may be requested for a sick day taken either before or after the scheduled holiday.

E. A paid holiday shall be construed to mean payment for the normal schedule of hours of the employee.

E. Probationary employees shall be eligible for holiday pay upon completion of three (3) months of satisfactory service.

F. Should legal action be initiated against he county for the Spring Holiday, the union agrees to discuss substitution of the Spring Holiday for another holiday.

G. Employees required to work on Christmas Eve, Christmas Day, or New Years Eve day will be paid double time for the hours they work, except that employees working in offices shared with other government entities shall not be paid double time to work on those holidays if they are offered an additional day off to compensate for the holiday.

For all other holidays, employees will be paid time and one half their regular hourly rate when they are required to work on a holiday, except as provided in Section F of this section.

SICK LEAVE - ARTICLE 14

A. ACCRUAL

1. All permanent full-time employees shall accrue sick leave at the rate of one-half (½) day of sick leave for each full pay period of service, based on twenty-six (26) pay periods per year. Time on layoff, suspension, or leave without pay shall not be counted in determining a full pay period of service. Sick leave shall accrue but not be granted during a new employee's probation period. Sick leave will be paid only for approved time off duty, within the employee's normal workday.

2. Permanent part-time employees as defined above shall earn pro-rated sick leave with a maximum accumulation of 464 hours. Pro-rated hours for part-time employees will be based on hours worked during the previous year.

3. Sick leave credits may be accumulated at the rate of ninety-seven and one-half (97 and ½) hours per year with a maximum accumulation of nine hundred and fifty hours (950).

4. Special Accumulation: An employee who has accrued the maximum 950 hours of sick leave shall accrue an additional thirty days (30) days of special sick leave accumulation at the rate of pay of two days per month of continuous employment in accordance with this Agreement.

   The Special Accumulations may be converted by the County at the employee's regular rate and shall only be used to pay for the employee's normal health insurance premium, for up to one (1) year duration, upon request, if the following conditions are met:

   a. An employee must exhaust all regular sick leave accumulation, vacation accumulation, personal days and compensatory time.

   b. An employee must be on approved unpaid leave of absence for medical purposes.

   Usage of sick leave, three consecutive days and less, after maximum days accumulation is reached will be deducted from both the Regular and Special Accumulations.

B. USAGE

1. Use of sick leave is a privilege that may be granted or denied by the Employer. Sick leave may be granted for periods of less than one (1) day, but not less than one half (½) hour or multiples of one half (½) full hour. Sick

leave shall not be paid for more than the employee's normally scheduled hours.

2. Unless the privilege of sick leave is abused, sick leave will be granted in case of:

   a. Illness or injury of the employee causing absence from work.

   b. Acute need on the part of the employee for medical or dental care.

   c. Medical or dental care for the employee which cannot be deferred until, or obtained after working hours or a day off duty. Sick leave will be paid only for approved time off duty within the employee's normally scheduled work day.

3. Sick leave is not intended to provide for practical nursing care of the immediate family. However, an employee may use up to five (5) days of sick leave per calendar year for serious illness or hospitalization employee's immediate family, or to make arrangements for the proper care of members of the immediate family. Immediate family shall include the employee's spouse, minor children(living in the same household), Step parents, Step children and/or grandchildren and family members listed in Article 19A who are solely dependant upon the employee for health care needs. The employee may also use personal days, vacation and unpaid leave of absence for health care for members of the immediate family.

4. An employee who is on sick leave that extends through a holiday period shall not be charged for a day or days of sick leave for the holiday period.

5. REQUESTS: The employee shall be responsible for requesting permission to use sick leave at least one-half hour prior to the beginning of the work shift. Improper notification by the employee shall be grounds for denial of the sick leave benefit. The request may originally be made orally, but shall be submitted in writing when the employee returns to work. The Employer shall be responsible for obtaining all the data necessary and for determining whether the time off may be granted as sick leave and for determining whether or not the employee is abusing the sick leave privilege.

6. VERIFICATION: Sick leave shall not be granted for more than three (3) working days without satisfactory proof of illness or injury shown either by a statement from the attending physician, or by other proof satisfactory to the Employer. The physician's statement shall contain a diagnosis, a recommendation that the employee be granted leave and when possible, an indication of the length of time it will be necessary for the employee to be absent. In cases where these factors are vague or not shown, the Employer will obtain the necessary information from the physician by telephone, and make a written record of the call.

7. ABUSE: Abuse of sick leave is detrimental to the welfare of the other

employees, unnecessarily delays work, and is costly to the Employer. The Employer may request proof of illness or a doctor's certificate for any sick leave. Failure to furnish verification or a doctor's certificate, when requested, will result in loss of sick leave pay. If an employee uses sick leave frequently, but for periods of less than three (3) days, the Employer shall require that the employee bring a statement from his/her physician before further sick leave is granted. Proper disposition of such cases will be determined upon a review of the physician's statement, an interview with the employee and if advisable, a discussion with the physician. Abuse of sick leave shall be considered basis for:

a. Denial of further use of the leave privilege for a specified period.

b. Unfavorable promotional ratings.

c. Suspension or dismissal.

8. LIMITATIONS: When an employee requests vacation for a definite period and the request is granted, any period of illness during the period of such leave may be charged to vacation as originally granted. Sick leave may be used to cover additional absence, subject to approval by the Employer.

9. Employees on sick leave may use all accrued vacation after sick leave accumulation has been exhausted. Thereafter, they will be considered to be on an unpaid leave of absence.

C. Upon verified retirement in the Iowa Public Employees retirement system, the County will reimburse full-time employees for 150 hours of accrued sick leave at the employee's hourly rate at that time, provided that the employee has at least 150 hours of sick leave remaining. If the employee has less than 150 hours of accrued sick leave, the County will reimburse the employee for any remaining hours at the appropriate hourly rate. This provision becomes effective July 1, 2005.

PERSONAL DAYS - ARTICLE 15

A. All full-time employees shall be entitled to take a maximum of three (3) working days of personal leave per year. The three (3) working days shall not be accumulative from year to year.

B. Permanent part-time employees as defined in this agreement shall be entitled to eight (8) hours of personal day leave. The eight (8) hours may be split into two (2) separate four (4) hour segments.

C. Employees shall notify the employee at least five (5) days in advance of their intention to utilize a personal day. In cases of emergency, the five (5) day provision may be waived and Personal Days may be allowed upon the approval of the Employer.

D. If an excessive number of employees request the same day off for personal

reasons and the normal operation of the Employer would be seriously affected by such situations, the Employer would restrict the number of employees allowed to utilize leave days. The first request will be the sole criteria for determining which employee will be granted the day off duty.

E. All personal leave days may be taken in increments of one-half day. A Personal Day shall be construed to mean the normal schedule of hours of the employee.

MATERNITY LEAVE - ARTICLE 16

Pregnancy will be treated as an illness and subject to all the provisions of this Agreement regarding sick leave. In compliance with Iowa Code Section 601A.6, disability caused by pregnancy, miscarriage, childbirth and recovery are temporary disabilities and shall be treated as such under the sick leave plan of this agreement. If the employee exhausts accrued sick leave, all accrued vacation and personal days can be used by the employee. When accrued sick leave, vacation and personal days are exhausted, employee may apply for temporary unpaid leave of absence for the period the employee is disabled, or for eight weeks, whichever is less. Beyond the provisions of this section, employee is eligible for unpaid leave of absence, Article 18 of this Agreement.

HEALTH INSURANCE - ARTICLE 17

A. ACCIDENTAL DEATH AND DISABILITY: All permanent full-time employees shall be provided at least a $20,000 accidental death and disability policy effective July 1, 2007. Coverage for eligible employees shall commence on the first of the month following a thirty (30) day waiting period. Coverage under this section shall be for the employee only.

B. HEALTH INSURANCE: All permanent full-time employees shall have the option to choose from single or family health insurance coverage provided below. Coverage for eligible employees shall commence on the first of the month following a thirty (30) day waiting period.

1. Fully funded health insurance coverage for hospitalization, medical, surgical, major medical, prescription drugs, and optical benefits. The Employer shall pay the full cost of a single or family health, dental and accidental death and disability policies, if coverage is selected under this section in fiscal year 1992.

2. Health Maintenance Organization. Coverage benefits determined and provided by the Employer. The Employer shall pay up to the amount provided employees selecting coverage under the fully funded coverage above for single or family health, dental and accidental death and disability policies, if coverage is selected under this section. Costs in excess of the amounts provided for fully funded insurance, for coverage elected under this section, shall be paid by the employee.

C. DENTAL INSURANCE: All permanent full-time employees shall be provided single or family dental insurance coverage. Coverage for eligible employees shall commence on the first of the month following a thirty (30) day waiting period.

D. A regular full-time employee on an authorized leave of absence without pay, may continue to carry his/her health, dental and life insurance coverage, provided the employee pays a prorated portion of the premium based on the length of the unpaid leave.

E. Permanent part-time employees as defined above shall not be eligible for benefits outlined in Article 17.

LEAVES OF ABSENCE - ARTICLE 18

A. LEAVES WITHOUT PAY

1. Requests for an unpaid leave of absence shall be submitted to the Employer for approval. Reasonable requests will normally be granted for periods of up to six (6) months and may be extended in cases of extenuating circumstances. In cases of extended leave, the extenuating circumstances will be discussed with the Union before being either granted or denied.

2. Any absence either voluntary of in response to a legal order to appear and/or testify in private litigation, and not as an officer or employee of the County, but as an individual, shall be taken as vacation, or leave of absence without pay.

3. A regular full-time employee on an authorized leave of absence without pay, may continue to carry health, dental and life insurance coverage, provided the employee pays a prorated portion of the premium based on the length of the unpaid leave.

4. During an unpaid leave of absence, an employee will not accumulate and earn vacation or sick leave benefits.

B. LEAVES WITH PAY: An employee shall be granted a leave of absence with pay for the following reasons:

1. For attending negotiating sessions with and agreed to by the Employer, while serving as the elected or appointed negotiating representative.

2. For appearance before a court, legislative committee or other judicial or quasi-judicial body as witness in action involving the Federal Government, the State of Iowa, Dubuque County, or a political subdivision thereof in response to a subpoena or when such appearance is ordered by the Employer in connection with the employee's work.

3. For jury duty on any Federal, State, County, or Municipal Jury.

4. Attendance in court in connection with an employee's official duties. Such attendance shall include time going and returning from Court.

5. Voting in Elections: Qualified employees entitled to vote in elections may between the time the polls open and close, take adequate time to vote without loss of pay, provided the employee could not otherwise vote on their own time, according to the applicable State or Federal Statute. The Employer will schedule when employees may take off duty for the purpose of voting under this section.

6. Remuneration for jury duty, testifying and other reimbursement while on leave with pay, over normal salary and necessary expenses, shall be reimbursed to the Employer within seven (7) days of receipt of payment.

C. Family and Medical Leave Act

1. An employee on a Family & Medical Act Leave will continue to accrue seniority. However, no benefits will accrue during the period of the leave.

2. An employee may, upon approval from the Personnel Director, hold a specific number of days for pre-approved paid time off. The process for approval or disapproval of the set aside of paid time off days is not subject to the grievance procedure.

3. An employee will be granted twelve weeks of unpaid Family & Medical Leave after sick leave and paid time off has been exhausted. An employee will not be able to use paid personal sick leave for care of a family member, except as provided in Article 14, Section B, Subsection 3 of this contract.

BEREAVEMENT LEAVE - ARTICLE 19

A. All regular full-time employees shall be granted upon request, a total of four (4) calendar days off with pay in the death of the employee's spouse, children or stepchildren. In the event of the death of the employee's parent or step parent the employee will be allowed a total of three (3) calendar days off with pay.

B. All regular full-time employees shall be granted upon request up of three(3) consecutive calendar days off with pay, one of which shall be the day of the funeral, in the event of the death of the employee's brothers or step-brothers, sisters or step-sisters, guardian or wards of the employee, grandchildren, son-in-law, daughter-in-law, mother-in-law and father-in-law.

C. One (1) day shall be allowed to attend the funeral of the employee's brother-in-law, sister-in-law, grandparents, spouses's aunt, uncle or grandparents.

D. Permanent part-time employees as defined above shall be granted, upon request, up to three (3) consecutive calendar days off with pay, one of which shall be the day of the funeral for scheduled hours of work upon the death of family members

listed in Sections A and B above.

E. Permanent part-time employees shall be allowed to attend the funeral of the employee's brother-in-law, sister-in-law, grandparents or spouse's grandparents, or aunt or uncle of the employee with pay provided that the funeral occurs on a scheduled day of work during scheduled working hours.

RESIGNATIONS AND RETIREMENTS - ARTICLE 20

A. RESIGNATIONS: To resign in good standing, an employee must give the Employer fourteen (14) calendar days written notice. All overtime, hours, vacation and personal day accruals shall be compensated for in a lump sum at the hourly rate of the employee at the next payroll when the employee leaves in good standing.

B. RETIREMENT: The normal retirement age shall be seventy (70) years of age, but this may be extended from year to year by authorization of the responsible elected or appointed official(s).

C. The employer shall make an effort to post vacant positions as soon as possible after receiving notice of resignation and retirement so that training can take place.

GRIEVANCE PROCEDURE - ARTICLE 21

A. DEFINITION: A grievance is defined as a difference of opinion between an employee or a group of employees and the Employer, or between the Union and Employer with respect to the meaning, interpretation or application of any term or terms of this Agreement or an allegation that there has been a violation, misinterpretation, or misapplication of any term or specific provisions of this Agreement. It is recognized that the Employer has and will continue to retain the exclusive right and responsibility to operate and manage its programs, facilities, properties, and work activities of its employees as defined in the Management Rights article.

B. PURPOSE: The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that this proceeding will be kept as informal and confidential as may be appropriate at any level of this procedure.

C. PROCEDURES: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee of the Union to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual consent.

It is agreed that any investigation or other handling or processing of any grievance

by the grieving employee or their representative, shall be conducted so as to result in no interference with or interruption whatsoever of the duties and related work activities of the grieving employee or of any other employee. The employer shall solely determine whether an interference has occurred under this paragraph.

STEP 1: An attempt shall be made to resolve any grievance under this Article orally, through an informal discussion between the grievant and his/her immediate supervisor. If requested by the alleged aggrieved employee, a representative may be present at the informal discussion. Grievance shall be presented within five (5) working days of the date of occurrence of the event giving rise to the grievance or the grievance shall be considered waived. The immediate supervisors shall within five (5) days notify the employee of their decision. The County Conference Board shall be notified by certified mail of all grievances filed.

STEP 2: If the grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the Department Head within five (5) working days of the response of the immediate supervisors. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of the Agreement which have been allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested, and the date of the alleged violation. Within five (5) working days after the Department Head received the written grievance, a meeting shall be held, at a mutually agreeable time and place, with the aggrieved employee and his/her representative, to discuss and attempt to resolve the alleged grievance. The Department Head shall render a written decision to the aggrieved employee and the Union, within ten (I0) working days following the meeting.

STEP 3: In the event that the grievance has not been satisfactorily resolved in the second step, the grievance may be appealed, within five (5) working days of the receipt of the written decision, to the County Conference Board, or their designee. The Board of Supervisors or their designee shall, within fifteen (15) days, respond to the grievance in writing to the employee and the Union. The parties may by mutual Agreement and within five (5) days following the receipt of the written appeal to the County Conference Board, schedule a meeting to discuss the grievance. The County Conference Board or their designee shall respond in writing to the employee and Union, within ten (10) days following the meeting. Grievance must be taken up promptly and awards and settlements thereof shall in no case be retroactive beyond the date on which the grievance was first presented in written form.

STEP 4: Grievances not settled under the preceding steps shall be submitted to binding arbitration, at the written request of the employee and Union. Requests must be received by the Employer within ten (10)

working days of the receipt of the written response by the Employer to step three. Within five (5) working days from the date of the receipt of the written request for arbitration, the Employer and the aggrieved employee and the Union shall meet and either mutually agree upon an arbitrator or jointly petition the Iowa Public Employment Relations Board to submit a list of five (5) arbitrators. Within seven (7) days after receipt of the list by parties, they shall meet and by the flip of a coin determine which party shall strike the first name on the list. They shall alternately strike names and the person whose name is left shall be the appointed arbitrator. The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation and application of the terms of the Agreement where the alleged violation occurred. The arbitrator shall have no power to add to, subtract from or modify in part or in whole, the terms or intent of any other part of this Agreement.

Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees and fees of the arbitrator. Each party, however, shall be responsible for their own expenses of witnesses, representatives, attorney fees etc.

Any employee found by the grievance procedure to have been wrongly disciplined, suspended, or discharged, shall be entitled to reinstatement of seniority and payment for time lost, provided however, that such payment shall take into account any penalty which it is determined would have been justified under the circumstances with an arbitration award.

The Union may find initially that the employee does not have a grievance and all review by the Union shall cease. The employee and the Employer shall be notified immediately.

Any employee, not a member of the Union, shall have the right at any time to present his/her grievance to the Employer for adjustment with or without intervention of the Union, as long as such adjustment is not inconsistent with the terms of his Agreement.

WAGE PLAN - ARTICLE 22

A. The WAGE PLAN for the terms of this Agreement shall be those listed in Appendices "A" and"B".

B. New employees other than seasonal, shall serve a six (6) month probationary period, and shall be hired at the minimum rate for the position.

C. Checkoff for Credit Union: The Employer agrees to deduct from member's paycheck authorized deductions for General Drivers Credit Union. Same will be remitted to the Treasurer of the Union as provided above.

DUES CHECKOFF - ARTICLE 23

A. Any employee who is a member of the Union or who has applied for membership, may sign and deliver to the Employer an assignment, authorizing deduction of Union dues. Such authorization shall continue in effect unless revoked in writing by a thirty (30) day notice to the Employer and to the Union. Pursuant to such authorization, the Employer shall remit to the Union a check for the amount of dues deducted on a regular basis.

B. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgements brought or issued against the Employer as a result of any action taken by the Employer under the provisions of this Article.

C. Checkoff for Credit Union: The Employer agrees to deduct from member's bi-weekly paycheck authorized deductions for General Driver Credit Union. Same will be remitted to the Treasurer of the Credit Union as provided above.

RULES AND REGULATIONS - ARTICLE 24

PURPOSE: The purpose of this Article is to outline important rules and regulations of Dubuque County. The list is not intended to be representative of all rules and regulations. Dubuque County reserves the right to add to, delete, change, or otherwise amend this list of rules and regulations at any time, if not in violation of other terms of this agreement, under provisions of the Management's Rights Article.

1. The proven use of alcoholic beverages or unprescribed narcotics during working hours shall be the basis for immediate discharge.

2. Unauthorized removal of County property from the premises, including equipment, material or supplies shall be the basis for immediate discharge.

3. Fraudulent use of sick leave shall be the basis for immediate discharge, as shall fraudulent recording of work time.

4. Acceptance of personal payment in any form from any citizen, contractor or supplies for services rendered or purchases made shall be basis for immediate discharge.

5. The proper superior shall be notified before a workday starts before any absence from work is authorized. Two (2) days absence without authorization will not be paid under any authorized leave plan.

6. All personnel shall be neat, clean, and dressed in accordance with their position.

7. All personnel shall start work promptly.

8. Insubordination to superiors will result in disciplinary procedures.

9. The refusal to obey any reasonable order or any superior shall not be tolerated.

10. Compliance with all State and Federal Safety Regulations is required.

The specific enumeration of the rules above in no way limits the Employer in promulgating and enforcing rules and regulating employee work activities, performance, and conduct.

WORKER'S COMPENSATION - ARTICLE 25

A. On the job injuries shall be reported immediately to the employee's immediate supervisor and department head and a written report shall be submitted to the Personnel Office. In the case of an incapacitating injury, the report shall be submitted as soon as the employee is able to supply the necessary information.

B. During the period an employee is receiving benefits under Worker's Compensation he/she shall continue to accrue sick leave and vacation benefits as outlined below and the County will continue the employee's health insurance coverage.

C. When an employee of the County sustains a personal injury or illness arising out of and in the course of his/her employment, the employee may, for the first three working days of disability, use earned sick leave. Beginning the fourth day following the day of injury, the employee must notify the employer on forms provided by the County whether that employee elects to receive supplemental compensation from the County, in which case appropriate deductions will be made from the sick leave, vacation or compensatory time of the employee. If the employee elects to receive compensation beyond the amount the worker's compensation provides, that employee is obligated to present to the Personnel Department the endorsed check received from the Worker's Compensation carrier. The employee will then receive a payroll check for up to the amount of that employee's regular compensation, based on his/her hourly rate and regularly scheduled hours.

NO STRIKE/NO LOCKOUT - ARTICLE 26

A. The Union pledges itself to make every effort to maintain unimpaired the Employer's services to the community. No employee covered by this Agreement, nor the Union or any person acting on behalf of the Union, shall at any time instigate, cause, counsel, engage in, permit or condone any strike, slowdown, picketing, observance of any picket line on any county premises, and refusal to perform assigned duties, including overtime, or any other interruption of work whatsoever, or any conduct impeding or impairing the normal functions of the Employer. The occurrence of any such prohibited activity by the Union, employee or employees involved subject to the penalties provided herein.

B. If and whenever any employee(s) engage in a violation of this Article, the Union shall immediately disavow such violation and shall in writing order such employee(s) to immediately return to work. The Union agrees to take all reasonable, effective and affirmative action to secure an immediate return to work by the employee(s). Failure of the Union to issue the orders and take the action required herein shall constitute a breach of this Article.

C. A breach of this Article by the Union or by any of its agents or representatives shall render the union liable for damage. Any and all of the employees who violate any of the provisions of this Article may be discharged or disciplined by the Employer, including loss of compensation and benefits. The propriety of any disciplinary action imposed by the Employer shall be final and not subject to any appeal under the grievance and arbitration procedure. In addition to the penalties provided herein, the Employer may enforce any other legal rights and remedies to which it is entitled by law.

SAVINGS CLAUSE - ARTICLE 27

Should any article, section or portion thereof this Agreement or any addenda thereto be held unlawful and unenforceable by the Public Employment Relations Board, the legislature or any tribunal of competent jurisdiction, such decision of the tribunal or Board shall apply only to the specific Article, section or portion thereof directly specified in the decision. The remaining Articles of this Agreement shall remain in force for the specified term of this Agreement.

COMPLETE AGREEMENT AND WAIVER CLAUSE - ARTICLE 28

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject may not have been covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

PARKING - ARTICLE 29

Members of this bargaining unit employed at the Dubuque County Courthouse shall be entitled to park in an assigned space in the parking lot behind the Courthouse free of

charge for the duration of this contract, provided that parking lot space is available. Assignment of available space shall be made according to seniority within the bargaining unit.

DURATION - ARTICLE 30

A. Upon receipt of a written request from the Union, it shall be the mutual obligation of representatives of the Union and Employer to meet and confer in good faith with respect to wages, hours, and certain other terms and conditions outlined in the Iowa Public Employment Relations Act.

B. This Agreement shall be in effect as of the first (1st) day of July, 2006, and shall remain in full force and effect through the thirtieth (30th) day of June, 2008. Negotiations for a succeeding Agreement to become effective on July 1, 2008, shall begin after August 15, 2007, but not later than October 31, 2007.

SIGNATORY CLAUSE

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS

THIS 12th DAY OF June, 2006

FOR DUBUQUE COUNTY
CONFERENCE BOARD:

Wayne Demmer
Chairperson, Conference Board

FOR THE UNION:

6-14-06
John Rosenthal
Union Business Representative

Mary Ann Specht
Personnel Director

ATTEST:

Dave Kubik, Clerk
Conference Board

WAGE SCALE
APPENDIX "A" - ASSESSOR

July 1, 2006 through June 30, 2007

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Appraiser	20.05	20.38	20.71	21.04	21.37	21.70	22.05
Office Mgr.	17.98	18.26	18.52	18.95	19.09	19.39	19.69
Clerk IV	15.31	15.49	15.71	16.18	16.55	16.90	17.26
Clerk III	14.46	14.64	14.99	15.33	15.70	16.06	16.40
Clerk II	13.48	13.70	14.06	14.41	14.76	15.11	15.48

NEW EMPLOYEES WILL NORMALLY START AT STEP 1. SIX (6) AND TWELVE (12) MONTHS AFTER BEING PLACED IN A CLASSIFICATION, NEW EMPLOYEES WILL ADVANCE TO THE NEXT STEP IN THE CLASSIFICATION. THEREAFTER, THE EMPLOYEE WILL ADVANCE TO THE NEXT STEP EACH TWELVE (12) MONTHS, UNTIL THE MAXIMUM STEP IS REACHED.

AN EMPLOYEE PROMOTED TO A STEP OTHER THAN THE STARTING STEP IN A CLASSIFICATION WILL ADVANCE TO THE NEXT STEP, EACH TWELVE (12) MONTHS UNTIL THE MAXIMUM STEP IS REACHED.

APPENDIX "B" - ASSESSOR

WAGE SCALE

July 1, 2007 through June 30, 2008

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Appraiser	20.65	20.99	21.33	21.67	22.01	22.35	22.71
Office Mgr.	18.52	18.81	19.08	19.52	19.67	19.97	20.28
Clerk IV	15.77	15.95	16.19	16.67	17.04	17.41	17.78
Clerk III	14.89	15.08	15.44	15.79	16.18	16.54	16.89
Clerk II	13.88	14.11	14.48	14.85	15.20	15.56	15.94

NEW EMPLOYEES WILL NORMALLY START AT STEP 1. SIX (6) AND TWELVE (12) MONTHS AFTER BEING PLACED IN A CLASSIFICATION, NEW EMPLOYEES WILL ADVANCE TO THE NEXT STEP IN THE CLASSIFICATION. THEREAFTER, THE EMPLOYEE WILL ADVANCE TO THE NEXT STEP EACH TWELVE (12) MONTHS, UNTIL THE MAXIMUM STEP IS REACHED.

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