CRAWFORD CO. CONF. BD./IUOE 05-07

AGREEMENT

between

CRAWFORD COUNTY CONFERENCE BOARD

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 234 AFL-CIO

July 1, 2005- June 30, 2007

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ARTICLE I
AGREEMENT

This Agreement is made between Crawford County, Iowa Conference Board [hereinafter variously referred to as "Board", or "Employer"]; and International Union of Operating Engineers, Local 234, [hereinafter referred to as "Union"]. The bargaining unit covered by this agreement is as certified in PERB Case No. 6854 and is more particularly described as follows:

INCLUDED: All full-time and part-time employees of th Crawford County Conference Board including the job classifications of Administrative Assistant and Field Appraiser.

EXCLUDED: Assessor, Deputy Assessor, other County employees and all those excluded by Iowa Code section 20.4."

ARTICLE II
INTENT AND PURPOSE

It is the intent and purpose of the parties that this Agreement shall promote and improve the mutual interest and economic relationship between the Board and the Union and shall set forth herein rates of pay, hours of work, and other agreed upon items to be observed by the parties.

It is recognized by both parties that they have a mutual interest and obligation to maintain friendly relations and a cooperative spirit and to thereby promote safe, economical, and efficient governmental operations."

ARTICLE III
DEFINITIONS

Full-time employee means an employee hired to work the normal full-time schedule of at least 37.5 or more hours per week on a regular basis.

Part-time regular employee means an employee hired to work fewer than the normal regular full-time hours described above on a regular basis. Part-time regular employees are not eligible for any benefits described in this contract, unless otherwise indicated.

Nothing in this contract shall be construed as a guarantee of the number of hours an employee will be scheduled to work.

ARTICLE IV
HOURS OF WORK AND PAY PROCEDURES

1. Work Schedules

Daily and weekly work schedules may be changed at the discretion of the appropriate Employer representative to meet varying conditions and workload. If an employee's department requires 24-hour coverage, employees may be required to work rotating shifts. Weekly schedules for part-time employees will be determined by the appropriate Employer representative.

2. Payday

Employees are normally paid by the end of the working day every other Friday. If a regular payday falls on a holiday, employees usually will be paid on the previous regular work day.

3. Pay Period

The pay period commences at 12:01 a.m. Friday and ends at 12:00 midnight the **second** following Thursday.

4. Recording Work Hours

All employees must accurately record their hours worked for each pay period on a form provided by their department head or supervisor.

5. Deductions

All required deductions, including those for state and federal taxes and all authorized voluntary deductions, such as health insurance contributions, will be automatically withheld from an employee's paycheck.

6. Overtime and Compensatory Time

Periodically, overtime work may be necessary to maintain Board operations and services. The department head in each office shall determine whether it is necessary for employees to work overtime hours. All overtime hours must have prior approval from the department head.

Employees who normally work 37.5 hours per week and who are paid on a salary basis will receive compensation at straight time for hours worked in excess of 37.5 up to 40 hours either in pay or in compensatory time off. If employees are classified as nonexempt employees, employees will receive compensation for approved overtime at the rate of time and one-half for each hour worked over 40 hours in the work week. Each department head may elect to grant compensatory time in lieu of overtime pay. In accordance with the Fair Labor Standards Act, if the department head elects to grant compensatory time in lieu of overtime pay, compensatory

time will be granted at a rate of one and one-half (1 ½) hours for each hour of authorized overtime worked.

An employee shall be permitted to use accrued compensatory time within a reasonable period after requesting to use compensatory time if use of compensatory time would not unduly disrupt the department's operations. Upon termination, payment for accrued compensatory time shall be calculated at the employees final regular rate of pay.

Paid leaves, holidays, or other paid non-work time shall not be counted as work time for purposes of determining overtime.

ARTICLE V
WAGES AND LONGEVITY

Wages shall increase 4.0% for the 2005-2006 contract year. Wages shall increase 3.25% for the 2006-2007 contract year.

The following Longevity Schedule shall be effective on 1/1/06:

1st - 2nd year	None
3rd - 5th year	$0.05 per hour
6th - 9th year	$0.07 per hour
10th - 11th year	$0.12 per hour
12th - 14th year	$0.13 per hour
15th - 17th year	$0.14 per hour
18th - 19th year	$0.16 per hour
20th - 23rd year	$0.22 per hour
24th - 26th year	$0.23 per hour
27th - 29th year	$0.24 per hour
30th year and over	$0.25 per hour

ARTICLE VI
REDUCTION IN FORCE

If, in the judgment of the Board, it becomes necessary to reduce the number of employees, layoffs will be accomplished by job classification. The job classifications are Administrative Assistant, and Appraiser. Within the job classification, regular part time employees will be laid off before full time employees. Within a job classification and status, due consideration will be given to qualifications and past performance in selecting the employee who will be laid off. Where qualifications and past performance within a job classification are equal, the employee with the least continuous length of service shall be laid off first. In the event two or more employees have the same continuous length of service, the employee with the lower last

four digits of their social security number shall be deemed to have greater full time continuous length of service. Employees on layoff are not eligible for holidays, vacation, sick leave, or County group health insurance programs. County-paid medical insurance coverage terminates on the next premium due date. However, the employee may be eligible to continue coverage at his or her own expense.

Employees will be notified of recall by certified mail sent to the last address provided by the employee to the employer. If an employee does not return to work within three working days of mailing of the notice to report to work, his or her employment will be terminated, unless other arrangements have been made in advance with the department head. Employment of employees who are not called back to work within twelve months will be terminated.

ARTICLE VII
TIME OFF BENEFITS

1. HOLIDAYS

Holidays Observed

Crawford County recognizes certain days of importance as holidays and pays employees for time off on those days in accordance with eligibility rules explained in this section. Crawford County observes the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th - Independence Day, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, and Christmas. When Christmas Eve falls on a Monday through Thursday, Christmas Eve afternoon (commencing at 12:00 p.m.) shall be observed as a holiday. Only full-time regular employees are eligible for paid holidays. Part-time employees are not eligible for holiday pay. For purposes of this section, holiday pay will be in the amount of the employee's normal daily work hours times the employee's straight time hourly wage rate.

Pay For Holidays Not Worked

Full-time regular employees who do not work on a holiday listed above will receive "holiday pay" computed at one time their hourly wage rate. "Holiday pay" is the amount a full-time regular employee would have received for working on the holiday, not an amount in addition to regular pay. Depending on the services provided by an employee's department, employees may be required to work on a holiday.

When a Holiday Falls on a Saturday or Sunday

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday. However, employees whose normal schedule includes weekends will observe the actual holiday.

Eligibility for Holiday Pay

To be eligible for holiday pay, employees must work their regularly scheduled hours the workday preceding and the workday following the holiday.

Excused Absence Before or After Holiday

If employees are absent due to illness or jury service on the day before or after a holiday, employees must present proof of illness or jury service satisfactory to their department head in order to be eligible for holiday pay.

Holidays During Paid Leave

If a holiday falls during an employee's vacation or any period of approved paid sick leave, it will be counted as a holiday and will not be deducted from an employee's accumulated vacation or sick leave.

Holidays During Unpaid Leave

Employees on an unpaid leave of absence at the time a holiday occurs will not be paid for the holiday.

2. VACATION

Eligibility

Regular full-time employees who are actively employed are eligible for paid vacation based upon years of continuous full-time service according to the following schedule.

Length of Continuous Service	Vacation Allowance
After one year	Five days
After two years	Ten days
After ten years	15 days
After 15 years	20 days
After 20 years	25 days

Part-time employees are eligible for prorated vacation pay based on the employee's normal hours of work. For example, an employee who is normally scheduled for 20 hours per week with ten years of service is eligible for 50% of the full-time vacation allowance or 7 ½ days. If the status of a part-time employee changes to full-time, the employee will retain vacation earned while a part-time employee, and will begin to earn the full-time vacation allowance on the first day of full-time employment. For example, the vacation allowance of an employee with ten years of part-time service and one year of full-time service is 12 ½ days.

Scheduling Vacation

Vacations may be taken as weekly periods, or individual days as long as the increments chosen meet with departmental approval. Vacations not exceeding 2 consecutive days shall ordinarily be preceded by at least 24 hours notice. For vacations longer than 2 consecutive days, ordinarily at least 14 days notice shall be given. Vacation preferences are subject to staffing requirements as determined by the employee's department head.

Carryover

Vacation leave may be accumulated to a maximum of ten days with supervisor approval. Unused vacation above the ten day maximum will be forfeited. Provided however, if an employee is unable to use their vacation because of employer work requirements, a reasonable extension will be granted but not to exceed two months.

Vacation Pay Upon Termination

Employees will be paid for accrued, unused vacation at termination according to the terms of this policy. During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time and pay. During subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon straight time hours worked if at least 1,200 hours are worked. Paid leave time such as sick leave, vacation time, and recognized holidays are not considered as time worked in computing pro rata vacation.

All employees who work 1,800 straight time hours in an anniversary year after completing one full year of employment shall be entitled to 100% of vacation time and pay.

Accrual of Vacation During Unpaid Leaves

Vacation does not accrue during unpaid leaves of absence.

3. SICK LEAVE

Eligibility and Accrual

Full-time regular employees accumulate paid sick leave at the rate of one day and one half per month, up to a maximum accumulation of 90 days. Full-time regular employees start to earn sick leave from their most recent date of hire; however, sick leave may not be used until the employee has completed at least two full pay periods. Sick leave does not accrue during unpaid leaves of absences.

Part-time regular employees are eligible for prorated sick leave based on the employee's normal hours of work.

Conversion of Unused Sick Leave

When an employee has accumulated the maximum of 90 days of sick leave, the employee may continue to earn sick leave which may be exchanged for vacation on an annual basis in the following manner: Each five days of sick leave earned in excess of 90 days but not used may be exchanged for one additional day of vacation.

Use of Sick Leave and Medical Certification

Sick leave is to be used for any non work-related illness, injury, or temporary disability, including pregnancy, that prevents employees from performing their job duties. If it is not possible to schedule dental or medical appointments outside of their work day, an employee's department head may authorize use of sick leave for these appointments. Medical certification may be required to determine that an employee claiming sick leave is unable to work.

A full-time regular employee will be entitled to use up to a maximum of two (2) days per calendar year of their sick leave for a sick child, spouse, parent, brother or sister. This leave benefit is not available to part-time employees.

Medical certification satisfactory to the Board also may be required to verify fitness for duty following the employee's use of sick leave.

Notification of Illness

In the event employees must use sick leave, employees must notify their supervisor on duty at least 30 minutes before their scheduled reporting time, and indicate the nature of the illness and the expected duration of their absence.

Holidays During Sick Leave

If a holiday falls while employees are on a paid sick leave day, employees will be paid holiday pay and the day will not be deducted from their accumulated sick leave.

Abuse of Sick Leave

If sick leave appears to be abused, the employer may require the employee to submit competent proof of the necessity for such absence.

Work-Related Injuries

To provide for payment of an employee's medical expenses and partial salary continuation in the event of a work-related injury or illness, employees are covered by workers' compensation insurance. The amount and duration of benefits payable depend on the nature of their injury or illness. If employees are injured on the job, employees must notify their department head immediately.

Before returning to work, an employee who has been receiving workers' compensation benefits must submit evidence satisfactory to the Board that the employee is safely able to return to work.

4. FAMILY AND MEDICAL LEAVE

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

5. UNPAID LEAVES OF ABSENCE

Unpaid leaves of absence may be granted in certain circumstances. If employees have exhausted all applicable sick leave, vacation, compensatory time, and FMLA leave, employees may request an unpaid leave of absence. Applications for unpaid leave must be made in writing and shall state the reasons for the leave and inclusive dates. Approval of unpaid leave is at the discretion of the department head.

Employees who are disabled because of pregnancy, childbirth or related medical conditions who are not eligible for leave under the Board's sick leave or Family and Medical Leave Act policies, or who do not have sufficient leave available under those policies, may apply for an unpaid leave for the period of the disability, or up to eight weeks, whichever is less, as provided in Iowa Code section 216.6(2)(e), as it currently exists or is hereafter amended. The department head may require medical certification stating that the employee is not able to perform the duties of employment.

During an unpaid leave granted under this section, employees do not receive compensation, do not accrue length of service, vacation or sick leave, and are not eligible for paid holidays.

The Board does not make contributions to retirement programs for the duration of the leave. Employees may continue in the group health program during an unpaid leave under this section by paying the full cost of the premium by the first of the month for the following month's coverage. Failure to pay the premium on time will result in termination of coverage.

Return to Work

If employees plan to return to work following an unpaid leave taken under this section, employees must notify their department head before the end of their leave. If the leave was for anything other than medical reasons or military service, the department head will attempt to restore employees to the position the employee held at the start of the leave, or in a comparable position, if possible. If no such position is available, their employment will be terminated.

If the unpaid leave was for medical reasons, an employee may be required to submit to fitness-for-duty testing before returning to work.

If the unpaid leave was for military service, reinstatement will be governed by applicable state and federal law.

Requests for extension of an unpaid leave must be submitted in writing to the employee's department head. Approval of the extension is at the discretion of the department head.

6. BEREAVEMENT LEAVE

Regular full-time employees who have completed at least six months of service will be granted a leave with pay in the event of a death in the family according to the following guidelines:

Up to four days in the event of the death of the employee's spouse, child, parent;

Up to three days in the event of the death of the employee's, sister, brother, grandchild, mother- in-law, father-in-law, son-in-law, or daughter-in law;

Up to one day in the event of the death of the employee's grandparent, sister-in-law, brother-in-law, uncle, aunt, niece or nephew.

If the employee serves as an active pallbearer and/or honor guard, he will be permitted to be absent from work without loss of pay for that period of time reasonably necessary to perform this duty, not to exceed one (1) day.

Regular part-time employees who have completed at least six months of service will be granted a leave with pay according to the following guidelines:

Up to eight hours in the event of the death of the employee's spouse, child, parent, sister, brother, grandchild, grandparent, mother-in-law, father-in-law, daughter-in-law, or son-in-law;

Up to two hours in the event of the death of the employee's sister-in-law, brother-in-law, uncle, aunt, niece or nephew, or if the employee serves as a pallbearer and/or honor guard.

Payment will be made only for those days which employees would have worked. If a death in an employee's family occurs, employees shall promptly contact their supervisor/department head to discuss the expected length of their absence.

Any employee may request additional unpaid leave or accumulated vacation to attend the funeral of a relative or friend, subject to the approval of the supervisor/department head.

7. JURY AND WITNESS DUTY

Any full-time or part-time regular employee required to report for jury duty shall receive a paid leave of absence for the time spent on duty subject to the following limitations.

All employees summoned to jury duty must submit a copy of the summons to their supervisor within two working days after receiving the summons. All employees on jury duty are expected to promptly return to work when released from service, either permanently or temporarily.

The Employer will continue an employee's regular salary during paid jury leave, but employees must submit certification of the number of hours spent in jury service and assign any compensation employees receive in connection with such duty, less any reimbursement for travel or meal expenses, to the Employer.

Any full-time or part-time employee subpoenaed to appear as a witness in a civil or criminal proceeding in which that employee is not directly involved as a plaintiff or defendant shall be granted a leave without pay. Employees who must appear as a witness in a civil or criminal proceeding in which they are directly involved as a plaintiff or defendant may apply for an unpaid leave of absence. Hours spent by any employee appearing as a witness in any job-related legal proceeding at the direction of the Employer shall be considered to be work time."

8. VOTING LEAVE

The Employer encourages all employees to fulfill their civic responsibilities and to vote in all official public elections. Generally, an employee's working hours are such that employees will have ample time to cast their vote before or after working hours. However, if employees do not have three consecutive non-working hours between the opening and closing of polls in which to vote, employees may submit a written request to their supervisor as soon as possible before the election for paid time off of up to three hours to vote. An employee's supervisor will designate and notify employees of the time employees will be allowed to vote.

ARTICLE VIII
INSURANCE BENEFITS

1. Health Insurance

All eligible regular full-time employees may participate in our group health insurance program which covers full-time regular employees and their eligible dependents. The insurance program, coverage and eligibility will be subject to all terms and conditions of the contract with the insurance carrier selected by the Board. The Board will pay a single premium. For employees on the Board health insurance prior to June 30, 2003, the employee will contribute $100.00 per month for any health insurance coverage in addition to the employee's single coverage. In the event two eligible full-time employees are married, they shall be entitled to receive a family plan under the Board's health insurance plan for payment of the difference between the cost of two single plans compared to the cost of one family plan. Effective as of July 1, 2003, the Board will offer full-time employees only the single health insurance coverage. New employees will have the option to purchase family health insurance coverage with the new employee paying 100% of the additional cost between a single and family plan. However, employees currently covered under the Board's health insurance as of June 30, 2003, will be grandfathered in, if, due to a change in circumstances, the employees changes from a single plan to a family plan at anytime in the future under the old rules with the employee only paying a portion of the family insurance cost. Further, the Board may offer an additional plan with better coverage if the employee pays for 100% of the difference in the premium between the two policies. The Board will not make a substantive change in deductible or coverage during the term of this agreement without first satisfying its obligation to bargain.

2. Life Insurance

The Board will pay the premium for each eligible regular full-time employee toward a life insurance policy of the Board's choice in the face amount of $10,000 except as reduced by the insurance company plan.

3. Dental Insurance

The Board will pay the single premium for each eligible regular full-time employee toward a dental insurance program of the Board's choice.

Part-time employees are not eligible to participate in the group health, dental, or life insurance programs.

4. Coverage

When Coverage Begins

Coverage for eligible employees is effective on the first of the month following the employment date.

When Coverage Ends

Insurance coverage terminates on the last day of the month for which the Board has paid the premium. Employees will be notified of the date when coverage ends at the time of their termination.

ARTICLE IX
GRIEVANCE PROCEDURE

A grievance is defined to mean an alleged violation of a specific provision of this Agreement. Any employee or group of employees who feels that a specific provision of this Agreement has been violated, shall first discuss the problem with their immediate supervisor. If the problem is not settled to the employee's satisfaction, the following procedures shall be used:

Step 1: The employee shall, within five (5) working days of the date of the occurrence giving rise to the grievance present the grievance in writing to the Head of the Department, or his/her designee specifying the specific provision of this Agreement that the employee feels has been violated. The Department Head or his/her designee, shall reply in writing within six (6) working days of the receipt of the grievance, informing the employee of his/her decision.

Step 2: In the event that the Department Head's decision is not satisfactory to the employee, the employee may, within three (3) working days, present the grievance in writing to the Conference Board. The Conference Board shall review the dispute and where warranted, meet in executive session within ten (10) working days with the parties to the dispute and witnesses

called by either party. A written reply to the employee shall be issued within ten (10) working days after the hearing.

Step 3: In the event that the grievance remains unresolved after completion of Step 2, the Union shall forward to the Conference Board, written notice of the intention to proceed to arbitration and will designate the specific provision or provisions of the Labor Agreement that the Union alleges has been violated. Such notice shall be forwarded within ten (10) working days following the date of the decision in Step 2. It is expressly agreed and understood that no employee shall have the right to compel the arbitration of a grievance without the written consent of the Union.

Step 4: The Arbitrator, who shall serve as the impartial determinate of the dispute, shall be selected in the following manner:

1. By Agreement: The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.

2. By Lot: In the event the parties are unable to agree, or the person agreed upon is not available, the moving party shall request the Public Employment Relations Board to nominate a panel of five (5) arbitrators. Within five (5) working days after the receipt of the names of such panel, representatives of the parties shall confer and each party shall alternately strike a name from the list of nominees until one (1) name remains. The moving party will be the first to strike. The arbitrator so selected shall be informed of the selection by the parties.

3. Costs: The costs incurred for the services of the arbitrator, including the per diem expenses, if any, and the actual and necessary travel, subsistence expense and all other costs, shall be borne and divided equally between the Board and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses.

Arbitrator's Jurisdiction:
The arbitrator shall have no right to amend, modify, nullify, ignore, disregard, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing by the parties and shall have no authority to make a decision on any other issue not so submitted. The decision of the arbitrator on the issues presented shall be final and binding. Further, the foregoing provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to the matter that the laws of the State of Iowa require to be resolved otherwise.

Arbitration Procedures:
The procedure to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator. The arbitrator shall submit his/her decision in written form to both parties within thirty (30) calendar days following the conclusion of the hearing(s), as the case may be.

Time-lines and Election of Remedies:
The parties may mutually agree to extend the time-lines. The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to further appeal. The failure of

the employer to act within the prescribed time limits will allow the employee to proceed to the next step. If the employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE X
DISCIPLINE AND DISCHARGE

1. Discipline and discharge is not subject to the grievance procedure of this contract.

2. Employees who are subject to discipline or discharge and who desire to have said personnel action reviewed shall first discuss the matter with their Department Head within five (5) working days of the occurrence. The Department Head shall respond to the employee within five (5) working days.

3. If the employee wishes to have the decision of the Department Head reviewed, he or she shall request review of the Department Head's decision in writing within five (5) working days of the Department Head's response. Said request will be filed with the Secretary of the Board. An informal hearing shall be scheduled to be held before the Conference Board. The decision of the Board will be final subject only to any legal redress provided by the laws of the State of Iowa.

ARTICLE XI
DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked, in writing, at any time, by giving thirty (30) days written notice, the Employer agrees to deduct the regular monthly Employee Organization dues from the first paycheck of each month of the employee, and remit such deduction by fifteen (15) days after the issuance of payroll checks to the business address of the Employee Organization with an accompanying list of employees from whom payroll deductions were made. The Employee Organization will notify the Employer, in writing, of the exact amount of such regular membership dues to be deducted. The Employer will require a minimum of thirty (30) days and maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this dues check-off clause"

ARTICLE XII
BULLETIN BOARD

Space shall be provided which may be used by the Union of employees for the posting of Union notices relating to Union meetings or other bona fide Union business not contrary to the Employer's interests. These notices shall be signed by an official representative of the Union.

ARTICLE XIII
COMPLIANCE CLAUSES AND DURATION

1. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

2. Notices

Whenever any notice is required to be given by either of the parties to this agreement to the other, the notices shall be delivered as follows:

To the Board by filing with the County Assessor

To the Union by filing with the Union Business Manager.

3. Duration Period

This agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2007.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed on the 22 day of July, 2005.

CRAWFORD COUNTY CONFERENCE BOARD

Chairman

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 234 AFL-CIO