Emmet Co. IUOE #234 (Roads) 7/1/2005 6/30/2007

EMMET W./IUOE #234 05-07

MASTER CONTRACT

BETWEEN

EMMET COUNTY, IOWA

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 234

July 1, 2005 - June 30, 2007

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ARTICLE I
DEFINITIONS

A. County or Employer

As used in this Agreement, the terms "County" or "Employer" shall mean Emmet County, Iowa, or its authorized representatives.

B. Employee

As used in this Agreement, the term "Employee" shall mean all Employees represented by the Union in the Bargaining Unit as defined and certified by the Public Employment Relations Board in Case Number 6823.

INCLUDED: Full-time and Part-time Employees of Emmet County Secondary Roads Department, including the job classifications of Sign Maintenance/Laborer, Equipment Operator/Laborer and Mechanic.

EXCLUDED: Engineer, Foreman, Construction Technician, Bridge Technician, Clerical Employees and all other persons excluded by Section 20.4.

C. Seasonal/Temporary Employee

As used in this Agreement, a "Seasonal/Temporary Employee" is one who is hired for a period of six (6) months, or less. Seasonal/Temporary Employees are not covered by the provisions of the Agreement.

D. Union

As used in this Agreement, the term "Union" shall mean the International Union of Operating Engineers, Local No. 234, or its authorized representatives.

E. Department

As used in this Agreement, the term "Department" shall mean the Secondary Roads Department of Emmet County, Iowa.

ARTICLE II
EVALUATION PROCEDURES

A. Frequency of Evaluations

Employees will be evaluated by a Supervisor who has direct knowledge of the Employee's work performance at such frequency as the Engineer may determine.

B. Evaluation Form

The evaluation form will be determined by the County and approved by the Union.

C. Evaluation Conference

A conference regarding the evaluation will be held between the Employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the Employee.

D. Employee Response

All evaluation reports will be placed in the Employee's personnel file. The Employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.

ARTICLE III
TRANSFER PROCEDURES

A. Definition

A "transfer" shall be defined to mean a voluntary movement from one job classification within the Bargaining Unit to another job classification within the Bargaining Unit.

B. Procedure

New job openings will be posted for five (5) working days after the payroll issue date. Job postings will be posted at the Main Secondary Roads Maintenance Shop and at the Secondary Roads Department garages in outlying cities. A copy of all job postings shall be mailed to the person designated as the Union's Business Representative. Job postings will designate where the Employee is to report to work.

In determining the successful applicant, qualifications and Bargaining Unit seniority shall be considered. Where qualifications are equal, bargaining unit seniority shall govern. The

County Engineer shall have the sole discretion to determine which applicant is the most qualified, if any, for a particular position and/or classification. However, the Engineer shall not be arbitrary or capricious in assessing an applicant's qualifications. A successful applicant shall be given a thirty (30) day trial period in the new position. If the Employee fails to satisfactorily perform the job within said thirty (30) day period, he/she shall be returned to his/her former position.

Notification shall be given to all unsuccessful unit applicants by the County Engineer within five (5) working days following a selection or the decision to reject all applicants. Applicants from outside of the Unit may be considered by the Employer after said notifications are provided to those applicants from the Bargaining Unit.

Employees must be available to report to the shop to which they have applied and/or are assigned within thirty (30) minutes from when he/she is directed to report to work.

ARTICLE IV
STAFF REDUCTION PROCEDURES

A. Classification

For purposes of staff reduction, Employees will be classified by job classification.

B. Procedure

If the County decides to lay Employees off, part-time Employees shall be laid off first and shall have no recall rights. Lay-off of regular full-time Employees shall be made using qualifications and seniority within the classifications as set forth in this Agreement. If the County Engineer determines qualifications are equal, then the Employee with the least seniority shall be laid off. The County will provide two (2) weeks notice to the affected Employee(s) prior to the effective date of the lay-off.

C. Recall Procedure

Employees will be entitled to be recalled only to a vacancy in the position in which they were employed at the time of the lay-off, and each Employee will only be entitled to be recalled one time. Laid off Employees shall be recalled in reverse order of lay-off. Laid off Employees will have recall rights for twelve (12) months from the effective date of their lay-off.

Laid-off Employees shall keep the County Engineer, or his designee, advised of their current address. Notice of recall shall be given by certified mail to the Employee at their current address. If the Employee fails to respond within seven (7) calendar days after the date of the

mailing of the notice, the Employee will be deemed to have refused the offer of recall. Employees who are offered recall shall have only one opportunity to accept or reject a job offer by the County.

ARTICLE V
GRIEVANCE PROCEDURES

A. Definition

A grievance shall mean only a complaint that there has been an alleged violation of any specific provisions of this Agreement not specifically excepted from the grievance procedure.

B. General Provisions

1. Every Employee covered by this Agreement shall have the right to present grievances in accordance with these provisions. Any aggrieved person may be represented at all formal levels of the grievance procedure by the Employee himself/herself, or by the Employee and a Representative from the Union if the Employee chooses to have a Representative with him/her.

2. The failure of any Employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and a Supervisor's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutually written agreements.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving Employee shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grieving Employee.

4. In matters dealing with alleged violations in those areas over which a Supervisor has no authority to grant the appropriate relief, and in all cases in which the decision being grieved is a decision which was made by the County Engineer, the grievance shall be initiated at the Third Step. The time limits for filing a grievance at the Third Step shall be the same as the time limits for filing at the Second Step.

C. Processing Grievances

1. First Step:

   An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her Supervisor consistent with the County Engineer's Conflict Resolution Policy.

2. Second Step:

If the grievance cannot be resolved informally, the aggrieved Employee shall file the grievance, in writing, and, at a mutually agreeable time, discuss the matter with the County Engineer. The written grievance shall state the remedy requested. The filing of the formal, written grievance at the Second Step must be within fourteen (14) calendar days from the act or omission giving rise to the grievance, or when it should have been reasonably discovered. The County Engineer shall make a decision on the grievance and communicate it, in writing, to the Employee and the Board of Supervisors within fourteen (14) calendar days after receipt of the grievance.

3. Third Step:

In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved Employee shall file, within seven (7) calendar days of the date of the written decision at the Second Step, a copy of the grievance with the Board of Supervisors. Within fifteen (15) calendar days after such written grievance is filed, the grievant and the designee(s) of the Board of Supervisors shall meet to resolve the grievance. The Board of Supervisors shall file an answer within fourteen (14) calendar days of the Third Step grievance meeting and communicate it, in writing, to the Employee.

4. Fourth Step:.

In the event that the grievance remains unresolved after completion of Step 3, the Employee and/or the Union shall forward to the County Supervisors, 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 3.

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

a. 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.

b. By Lot. In the event the parties are unable to agree, or the person agreed upon is not available, the parties shall jointly request the Public Employment Relations Board to nominate a panel of five (5) arbitrators. Within five (5) days after 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) remains. The moving party will be the first

to strike and the parties shall alternately strike a name from the list of nominees until one name remains. The arbitrator so selected shall be informed of the selection by the parties.

c. Costs. The costs incurred for the services of the arbitrator, including 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 County and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses.

D. Arbitrator's Jurisdiction

The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. 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.

E. 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.

F. Election of Remedies

If an Employee files a grievance under this procedure, the Employee waives his or her right to file a claim or complaint under any other procedure and in any other forum pertaining to or arising out of the same set of facts and circumstances. If an Employee files a claim or complaint under any other procedure or in any other forum, the Employee waives his or her right to file a grievance under this procedure pertaining to or arising out of the same set of facts and circumstances.

G. Dispute Resolution Relating to Discipline and Discharge

Any Employee who feels he/she has not been fairly treated in keeping with the policies of the County or the Department will follow the following procedure to attempt to resolve the dispute.

Step 1: The Employee will first attempt to resolve the dispute with the County Engineer by meeting with him/her and discussing the issue. This meeting

will take place within five (5) days of the date of the action that caused the dispute. Prior to the meeting the dispute will be reduced to writing along with the desired resolution requested by the Employee. The County Engineer shall give the Employee an answer, in writing, regarding the dispute within three (3) days of the above meeting.

Step 2: In the event that the decision of the County Engineer does not satisfy the Employee, the Employee, within five (5) working days may present the dispute, in writing, to the Board of Supervisors. The Board of Supervisors shall review the dispute within fifteen (15) 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. The decision of the Board of Supervisors shall be final and binding.If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, the dispute will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should the Employer not respond within the prescribed time the dispute shall proceed to the next step.

The Employee shall have the right to be represented at all steps of this procedure by a Union Representative. Nothing in this procedure shall be deemed to abrogate any legal means of redress to the courts.

ARTICLE VI
SENIORITY

A. Seniority Definition

Seniority means an Employee's length of continuous service with the County since their last date of hire. Seniority shall be administered on a Bargaining Unit basis. In the case of more than one Employee having the same hire date, seniority shall be determined by the last four digits of their social security number (i.e., 2000 would be higher than 1995).

B. Probationary Period

A new Employee shall serve a probationary period of six (6) consecutive months. Upon successful completion of the probationary period, the Employee shall be added to the seniority list and the Employee's seniority date is the most recent date of hire.

C. Notice to Union

The Union shall be furnished with a seniority list and job classifications of all Employees covered by this Agreement within thirty (30) days after its execution, and the Steward shall receive notice when the Employees are to be laid off or recalled. In the event of an Employee retiring or a newly hired Employee, the Union shall be furnished with an updated seniority list, including all Employees.

D. Loss of Seniority

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

1. Employee quits.

2. Employee is discharged.

3. Engaging in other work without prior approval while on leave of absence, or giving false reason for obtaining leave of absence.

4. Two (2) consecutive days of absence without notice to the Employer, unless the Employee has presented evidence showing the Employee was physically unable to give notice.

5. Failure to report for work upon expiration of a leave of absence.

6. Failure to report for work within five (7) workings days after being notified to return following lay-off when notice is given as provided in Article IV above.

7. When continuous period of lay-off exceeds twelve (12) months.

8. Employee retires.

It is the Employee's responsibility to keep the Employer informed of his/her current address and phone number.

ARTICLE VII
DUES DEDUCTION

An Employee authorizes dues deduction by submitting a lawfully executed written authorization, which may be revoked in writing by giving thirty (30) days notice to the Employer and Union. The Employer agrees to deduct the regular monthly Union dues of such Employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated

by the Union, in writing, to receive such deductions. The Union will notify the Employer, in writing, of the exact amount of such regular membership dues to be deducted. The Employer will notify the Union of the names of new hires, discharged Employees and voluntary terminations.

The Employer will enclose with the deduction a seniority list of unit Employees indicating those Employees for which dues have been deducted, along with a listing of Employees hired, suspended or terminated during the month.

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 Article.

ARTICLE VIII
LABOR/MANAGEMENT COMMITTEE
&
HEALTH AND SAFETY COMMITTEE

The parties agree to continue the quarterly joint Labor/Management meetings (Speak Easy Meetings).

There shall also be established a bi-monthly Health and Safety Committee which shall consist of the County Engineer, another Representative of Management, the Union Shop Steward, and another Bargaining Unit Member. The purpose of this Committee shall be to meet and discuss health and safety issues. The agenda for such meetings shall be set in advance by the County Engineer. The Union shall submit agenda items to the Engineer at least one (1) week prior to the scheduled meeting. Either the Union or the Engineer may place items on the agenda.

The purpose of these meetings (HSC and LMC) is to address workplace issues including health and safety issues. However, these meetings shall not be used to process grievances or replace any steps of the Grievance Procedure. Upon thirty (30) days written notice by either Management or the Union, these Committee meetings may be concluded for the duration of the Contract.

ARTICLE IX
INSPECTION PRIVILEGES

With prior agreement of the Engineer, authorized Agents of the Union shall have access to all Employee work areas during work hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. The authorized Agent shall not disrupt the work of Employees.

ARTICLE X
HOURS OF WORK AND OVERTIME

A. Workweek

The normal workweek for Union Employees shall consist of five (5) eight (8) hour days. The normal workday during non-Summer months (approximately Labor Day to Memorial Day) will be from 7:00 A.M. to 3:30 P.M., Monday through Friday, and the normal workday during Summer months will be from 6:00 A.M. to 4:30 P.M., Monday through Thursday, with a thirty (30) minute unpaid lunch period, which will normally be taken at or near the middle of the workday. Employees shall normally have one twenty (20) minute paid rest period on non-Summer days, and two fifteen (15) minute paid rest periods on summer days. The times and arrangements for lunch and rest periods may vary, depending on the nature of the work being performed and will be granted at the discretion of the immediate Supervisor.

The Employer reserves the right to assign or change an Employee's base location for reporting for work on a temporary basis. Employees who leave their assigned base locations after the start of the shift will return to their respective base locations before the end of their shift. Departure times from the base location for the day's work assignment and arrival times to the base location from the day's work assignment will neither be excessive nor unreasonable, and will be dependent upon work assignments, weather and working conditions.

Travel time for work assignments within the county will be provided within normal shift hours. Travel time for work assignments outside the county (e.g., training) will conform to the Fair Labor Standards Act.

B. Schedule

Except as stipulated in paragraph A, the regular workday normally consists of eight (8) work hours, and the regular workweek normally consists of forty (40) hours of five (5) consecutive regular workdays, Monday through Friday. The workweek will consist of one hundred sixty-eight (168) consecutive hours commencing at 12:01 A.M. Sunday, and ending at Midnight the following Saturday.

Starting and ending hours of work shall be determined by the Employer and communicated to the Employees as soon as reasonably practical, depending on weather and constraints beyond the control of the Employer.

The regular workday and the regular workweek shall not be construed as a guarantee of any number of hours of work per day or per week, or as a limitation of the number of hours per day or per week which the Employer may schedule.

Employees will decide by majority vote at the annual safety training meeting (or on April 1st of every year if the safety meeting is not scheduled) if they want the alternate ten (10) hour, four (4) day Summer schedule stipulated in Article X.

C. Overtime

Overtime shall be paid at the rate of one and one-half (1-1/2) the Employee's straight-time hourly rate for hours worked in excess of forty (40) hours in any workweek. Time included in the forty (40) hour threshold shall consist of hours paid, and shall include paid leave (e.g., holiday time, vacation leave, sick leave or compensatory time). Work performed on holidays as defined in Article XVII will be paid at one and one-half (1-1/2). Overtime shall not be paid more than once for the same hours worked. The hours of work shall not be changed to avoid payment of overtime.

D. Compensatory Time

Employees may elect to convert overtime compensation to compensatory time off at the rate of one and one-half (1-1/2) hours of compensatory time for one (1) hour of overtime worked. The Employee will be requested to fill out a form indicating their preference to be paid for their overtime, or to receive compensatory time for each new fiscal year. The form will be sent to each Employee as soon as practical after the start of each new fiscal year. The use of compensatory time off shall be scheduled with and approved by the Employee's Supervisor. Employees may accumulate compensatory time throughout the fiscal year, but will not be allowed to carry over from year to year any compensatory time. Any earned compensatory time shall be used by June 15 each year in which it was earned. Compensatory time shall be taken in minimum increments of one (1) hour.

Any accumulated unused compensatory time shall be paid in full upon separation with the first regular paycheck following the last working day of the Employee.

ARTICLE XI
WAGES

A. Wage Rates

1. The wage rate for each job classification is set out in "Appendix A" which is attached to and made a part of this Agreement. Employees will be paid only for hours actually worked unless otherwise provided in this Agreement. Employees shall receive the following across-the-board (ATB) wage increases:

   July 1, 2005 – 2% ATB
   January 1, 2006 – 2% ATB
   July 1, 2006 – 3% ATB

2. Employees who perform tile/intake duties or who operate heavy equipment (defined as operating a D-7 Cat or Dragline) shall be paid an additional Twenty Cents ($.20) per hour.

B. Pay Period

The pay period for all Employees shall be monthly. Pay day shall be the last workday of the month.

C. Determination of Salary upon Employment

The County Engineer will have the discretion to determine the initial rate of pay to be received by all individuals upon their employment, such that the rate that will be attained at the end of their respective probationary periods will be equal to the rate of current Employees within the classification.

ARTICLE XII
LONGEVITY PAY

A. Longevity Rates

Employees shall be paid an additional monthly amount that is dependent upon years of continuous employment with the County.

Years of Employment	Longevity Amount
5	$10.00
10	$20.00
15	$30.00
20	$40.00

Longevity increases are given on January 1 of each year (not on the Employee's anniversary date), and the Employee must have completed the number of years of employment indicated above.

ARTICLE XIII
INSURANCE

A. Premium Payment

The County will pay one hundred percent (100%) of the health insurance premiums for single coverage. If health insurance coverage above single is selected by an Employee, then

the County will pay seventy-two percent (72%) of the premium, and the Employee will pay twenty-eight percent (28%) of the premium.

B. Health Insurance Benefits

Full-time Employees and their families will be covered by the Health Care Program that has been in effect since January 1, 2004. The Employer reserves the right to change insurance carriers; however, the benefit levels provided to Employees for the duration of this Contract shall be substantially comparable to the benefits enjoyed by Employees on or about January 1, 2004.

C. Optional Insurance

Purchase of any Optional Insurance benefits shall be at the discretion of the Employee and the Employee shall pay one hundred percent (100%) of the premiums.

ARTICLE XIV
SAFETY EYEWEAR

A. Safety Eyewear

The Employee pays for his/her own eye exam. The Employee bears the responsibility to pay the safety glass vendor/supplier and submit a claim to the County for that portion the County has agreed to pay as stipulated herein. When submitting a claim to the County for payment, the Employee must present the following:

1. Statement, from the vendor/supplier with the breakdown of charges (exam, frames, lenses, etc.)

2. Statement shall explicitly state that the expenditure is for safety glasses.

3. Receipt from the vendor/supplier showing the amount paid by the Employee.

B. Eligible Expenses

Not more than once every two (2) years will County reimburse, total costs not to exceed Two Hundred Dollars ($200), an Employee for the following expenses towards safety glasses:

1. Non-Prescription

   a. cost of the lenses (including photo-gray).
   b. cost of safety frames from County's supplier.
   c. cost of fitting and adjustment.

2. Prescription

a. one-half (1/2) the cost of the lenses (including photo-gray).
b. cost of the safety frames from County's supplier or the eye doctor, whichever is less expensive.

ARTICLE XV
LEAVES OF ABSENCE

A. Medical Leave

1. Permissible Uses

a. Physical incapacity not incurred in the line of duty.
b. Personal illness, including medical, dental, or optical appointments during working hours. Leave for medical, dental or optical appointments shall be requested in advance.
c. Enforced quarantine of the employee in accordance with community health regulations.
d. In the event a member of the immediate family of the Employee, to wit: spouse, child, mother, father, stepchild of the Employee is afflicted with a disease, illness, or disability, any of which requires the care and attendance of the Employee up to a maximum of twenty (20) days per year may be used from the Employee's regular accumulated medical leave. This will be with prior approval of the Department Head or his designee.

2. Accumulation

a. Medical leave is accrued at the rate of one (1) work day for each month of service.
b. Total accumulation cannot exceed one hundred twenty (120) days.
c. Part-time Employees shall accrue medical leave on a pro-rated basis based upon the percentage of hours worked each employment year.

3. Administration

a. Medical leaves are to be approved at the discretion of the Department Head. The Employee shall notify the Department Head as early as practical on the first day of absence. Failure to give such notice without good cause may result in loss of pay for days involved.

b. An absence in excess of two (2) working days must be supported by a medical certificate. However, if the illness was of such a nature that medical treatment was not required, the Department Head may accept a statement signed by the Employee in lieu of a medical certificate.

c. Extended medical leave of more that one (1) week must be verified by a physician specifying the amount of work time for the leave and release day to return to work. An Employee may not use more medical leave than his/her physician recommends.

d. Substitution of Medical for Annual Leave: When sickness occurs during the time an Employee is on annual leave, medical leave may be granted to cover the period of illness and the charge against annual leave shall be reduced accordingly. Application for substitution must be made immediately upon returning to duty and must be supported by a medical certificate or other acceptable evidence.

e. Medical Leave Disposition Upon Separation: Employees shall not be compensated for unused medical leave upon termination of employment.

f. Medical Leave Disposition Upon Retirement: Employees who retire from the Employer at age 55 or older will be paid for unused accumulated sick time at the rate of One Dollar ($1.00) per hour.

g. Maternity Leave: Absence for reasons of pregnancy shall be treated as an absence for medical leave.

4. Work Related Injuries

a. Workers Compensation benefits are available to Employees who are injured on the job. An Employee may elect to supplement Worker's Compensation benefits with sick leave if he/she notifies the Employer in writing. The Employee retains the Worker's Compensation check and the Employer will issue a check to the Employee for the difference of the Employee's regular pay and Worker's Compensation payment. The Employer will deduct withholdings only on the difference between the regular pay and the Worker's Compensation pay. The hours equivalent to the difference will be deducted from the Employee's accumulated sick leave.

b. A work related injury or illness must be reported to the Department Head or his/her designated representative at the time of the incident by the Employee, or if the Employee is so incapacitated as to not be capable of reporting, by the Employee's Department Head. Any work related injury or illness must be reported immediately even though it does not require immediate attention by

medical personnel. Failure to report immediately could result in loss of pay from Worker's Compensation insurance, the Employer, or both.

B. Jury and Witness Duty

Employees who are summoned to serve as a juror or who are subpoenaed to appear as a witness in a proceeding to which they are not a party will be granted a leave of absence with pay for such jury or witness duty. Employees who are released from jury duty with three (3) or more hours left in their normal work day are required to return to work within one (1) hour after their release. Employees who are subpoenaed to appear as a witness in a proceeding to which they are not a party will be required to return to work within one (1) hour after the completion of their testimony.

Employees will be paid their full wage during such leave less the amounts paid to them by the Court for work time spent on jury duty or for testifying.

C. Family Death Leave

Paid funeral leave, up to four (4) working days may be granted to an Employee to arrange or attend the funeral of a spouse, child, stepchild, mother, father, sister or brother. Up to three (3) working days may be granted to an Employee to arrange or attend the funeral of a mother-in-law, father-in-law, son-in-law, daughter-in-law or grandchild. Up to one (1) working day may be granted to attend the funeral of grandparents, brother-in-law or sister-in-law. In the event of the death of an aunt or uncle, an Employee may use one (1) day of sick leave to attend the funeral. Vacation time, compensatory time or personal days may be used to extend leave time or to attend other funerals. Funeral leave is subject to the prior approval of the Department Head or designee.

D. Unpaid Leave

Unpaid leave is defined as an approved absence from duty in a non-pay status. The County Engineer may grant an unpaid leave of absence for up to ten (10) days per year. An unpaid leave of absence in excess of ten (10) working days per year must be approved by the Engineer and the Board of Supervisors. In no instances shall an Employee be granted an unpaid leave of absence in excess of one (1) year. During an unpaid leave of absence in excess of thirty-one (31) calendar days, the Employee shall not accrue vacation, medical leave, or any other benefits.

Employees returning from a leave without pay shall receive credit for all prior actual service with the Employer. Any leave of absence in excess of thirty-one (31) calendar days shall cause the re-computing of the Employee's anniversary date to reflect the period of absence.

E. Other Civil Leave

A full-time Employee may be granted time off with pay for serving as an Emergency Service Provider (Fireman, Ambulance Personnel, etc.) with the Department Head's approval. In addition, full-time Employees may be granted time off with pay for serving as appointments (non-elected positions) to Governmental Boards within Emmet County with the Department Head's approval. In both instances, any compensation received by the Employee for serving in these capacities will not be relinquished to the Department Fund.

F. Unauthorized Leave

Unauthorized leave is defined as any absence from duty which has not been granted or approved in accordance with established policy or procedure. An unauthorized absence by an Employee for three (3) or more working days shall be considered as a voluntary resignation.

ARTICLE XVI
VACATIONS

A. Accumulation

Vacation shall be credited to Employees in accordance with the following schedule:

Length of Continuous Service:	Amount of vacation hours awarded:
After one (1) year	5 days or equivalent hours worked per week
After two (2) years	10 days or equivalent hours worked per week
After seven (7) years	15 days or equivalent hours worked per week
After fifteen (15) years	20 days or equivalent hours worked per week

Vacation shall be credited to the Employee's account on the anniversary date of their employment.

B. Administration

1. All vacation leaves must be approved by the County Engineer or designee. In order to facilitate the scheduling of work, Employees shall provide as much advance notice as possible (at least seven [7] calendar days notice is expected) prior to using any vacation leave.

2. Employees must take at least one (1) hour of vacation at a time.

3. If one of the paid holidays occurs during an Employee's vacation, the holiday will not be counted as part of vacation time.

4. Full-time Employees may carry forward ten (10) days of vacation into the next fiscal year. Part-time Employees may carry forward five (5) days of vacation into the next fiscal year.

5. Employees cannot borrow vacation hours from future accruals. Paid vacation time must be earned.

6. Employees will not accumulate vacation credits during the time when they are temporarily laid off due to lack of work, or if they are on an unpaid personal leave of absence.

7. Employees who are on a paid leave of absence will accumulate vacation time during those leaves.

ARTICLE XVII
HOLIDAYS

A. Holidays Recognized

The holidays which are recognized by the County are:

1. New Year's Day
2. Martin Luther King Day
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. The Friday following Thanksgiving
10. Christmas Eve afternoon (December 24) provided it is a regular working day
11. Christmas Day (December 25)

B. Days Observed as Holidays

1. If the holiday falls on a Saturday, the Friday before the holiday will be observed, and if the holiday falls on a Sunday, the Monday after the holiday will be observed. The exceptions to this rule are as follows:

2. If a holiday falls during an Employee's scheduled leave and the Employee is regularly entitled to the holiday, it will not be counted as part of that leave.

3. An Employee will forfeit the right to payment for any holiday if there is an unexcused absence on the working day immediately preceding or following such holiday.

C. Personal Day

1. Employees who have completed twelve (12) months of continuous service with the County will receive one (1) personal day.

2. The personal day does not accumulate from one year to the next.

3. The personal day must be used in its entirety within the year.

4. The Employee's immediate Supervisor must approve all personal day requests.

5. An unused personal day is not paid out at the time of separation.

ARTICLE XVIII
DURATION AND SIGNATURE

A. Duration

This Agreement shall be effective on July 1, 2005, and shall continue in effect until June 30, 2007.

B. Signature Clause

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

For the County:	For the Union:
By: James C. Jenson	By: [illegible]
Date: FEB 15, 2005	Date: 2-4-2005
By: Roger E. Anderson	By: Kevin Hoffhauser
By: [illegible]	By: 2-4-05
By: [illegible]	By:
By:	By:
By:	By:

APPENDIX A

Job Classification	Hourly Rate 7/1/05	Hourly Rate 1/1/06	Hourly Rate 7/1/06
Sign Maintenance/Laborer-	$16.09	$16.41	$16.90
Anderson, Arlo			
Equipment Operator/Laborer-	$15.83	$16.15	$16.63
Beaver, Ron			
Brenner, Myron			
Egeland, David			
Fitzgerald, Larry			
Hamerlinck, Mike			
Hoien, Lonnie			
Howard, Glenn			
Irmiter, Richard			
Jensen, John			
Kirchner, Larry			
Oleson, Lucas			
Shryock, Norm			
Tirevold, Arlen			
Walker, George			
Mechanic/Laborer-	$15.83	$16.15	$16.63
Maranell, Nick			

The following hourly wage rate shall apply in addition to the hourly rate to the below job description only while Employee is performing that exact job classification with the approval of the Foreman:

Tile & Intake	$.20
Heavy Equipment - D7 & Dragline	$.20

LETTER OF UNDERSTANDING

BETWEEN

EMMET COUNTY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 234

The parties agree to resolve the current negotiations for the Emmet County Secondary Roads Employee Contract, which will become effective on July 1, 2005, by the County executing the following items:

1. Glen Howard will have the balance of his sick leave reimbursed for the days that were deducted from him to supplement his Worker's Compensation benefit to reach a normal weekly pay check between August, 2004 and the signing of this Agreement.

2. Emmet County will continue the Workmen's Compensation Policy for making Employees whole on weekly pay checks that was in effect on July 1, 2004. This Policy will continue to be effective through June 30, 2005.

With the above considerations in place, the Union will consider the negotiated Agreement ratified and will enter into a signed Agreement with Emmet County.

James C Jenson
For the County

Kevin Hoffhauser
For the Union

Date: 2-15-05

Date: 2-4-04