Hardin Co. Public Emp. Barg. Unit of Hardin Co. 7/1/2006 6/30/2007

HARDIN CO./PUBLIC EMPLOYEES' BARG. UNIT OF HARDIN CO. (MIXED)

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PUBLIC EMPLOYMENT RELATIONS BOARD

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006, by and between HARDIN COUNTY, IOWA hereinafter referred to as the "Employer", and the PUBLIC EMPLOYEEBARGAINING UNIT OF HARDIN COUNTY, hereinafter called the "Union". This Agreement represents the complete and final agreement on all bargainable issues between the Employer and the Union and cancels all past practices. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 6706

INCLUDED: All regular full-time Clerks and Payroll Clerks employed by the Auditor, Treasurer and Recorder; General Assistance Worker, Mental Health Support Staff (Secretarial); Legal Assistant and Secretary of County Attorney's Office; Accounts Payable Clerk and Administrative Assistant in Engineer's Office; Receptionist in Sheriff's Office; and Custodian.

EXCLUDED: Deputies, Support Staff in Engineer's Office, Assistant county Engineer, Case Managers, Director of Veteran's Affairs, elected officials, supervisory employees, confidential employees, and all others excluded by Chapter 20 of the Public Employment Relations Act.

ARTICLE 2
EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and right, including but not limited to:

a) the right to plan, direct and control the work of its employees;

b) the right to hire, promote, demote, transfer, assign and retain employees;

c) the right to discipline, suspend and discharge employees;

d) the right to develop and enforce employee work rules

e) the right to maintain the efficiency of governmental operations;

f) the right to schedule working hours and require overtime work;

g) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, and the number of persons to be employed by the Employer at any time;

h) the right to determine employee qualifications;

i) the right to relieve employees from duties because of lack of work or other reasons;

j) the right to determine what work or services shall be purchased or performed by the unit employees;

k) the right to change or eliminate existing methods, equipment, or facilities;

l) the right to determine and implement methods, means, assignments, and personnel by which the Public Employer's operations are to be conducted;

m) the right to take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; and exercise all other powers and duties granted to the Public Employer by law.

ARTICLE 3
UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes its responsibilities as the sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following:

a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;

b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and

c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Section 3. Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, 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) 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 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 4
NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

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

ARTICLE 5
HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer and the Department Head. The workweek starts at 12:01 AM on Sunday and ends at 12:00 Midnight the following Saturday.

The normal workweek will be Monday through Friday. The established working hours will provide for an unpaid lunch period.

Overtime. Overtime shall be paid for at the rate of time and one-half (1 1/2) hours for each hour worked in excess of forty (40) hours in any workweek. The Department Head may authorize overtime to be paid in compensatory time at his/her discretion.

All work performed over 40 hours in a work week must have prior approval of the Employer. Scheduling of compensatory time is at the discretion of the Department Head.

ARTICLE 6
LENGTH OF SERVICE

Length of service means an employee's length of regular full-time continuous service with the Employer since their last date of hire.

An employee shall lose their length of service and the employment relationship shall be automatically broken and terminated if the employee quits, retires or is discharged.

ARTICLE 7
GRIEVANCE PROCEDURE

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

Step 1. An employee and/or Union Steward shall present a complaint or problem in writing to his/her immediate supervisor within five (5) working days following its occurrence or within five (5) working days of when the employee knew or should have known of its occurrence in an effort to resolve the problem in an informal manner. The immediate supervisor or his/her designated representative will answer the grievance in writing within five (5) working days.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Department Head within five (5) working days following the immediate supervisor's written answer. Within seven (7) working days, the Department Head will issue a written decision.

Step 3. If the grievance is not settled in Step 2, the aggrieved employee and/or Union Steward shall present the grievance in writing to the appropriate elected official/governing board. The elected official/governing board will review the grievance, schedule a meeting if necessary and issue a written decision within ten (10) working days of the appeal or within ten (10) working days of the meeting.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within fifteen (15) calendar days after the date of the elected official's answer given in Step 3. It is expressly agreed and understood that no employee shall have the right to compel the arbitration of a grievance without the consent of the Union. The Union Steward shall be present at the time of all meetings dealing with the grievance.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at any Step is not timely answered by the Employer, it may automatically be

referred to the next Step. Timelines may be extended by mutual agreement of the parties.

After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) work days after receipt by either party of the notice of referral of a case to arbitration to select an arbitrator or to request, in writing, the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The first strike shall be made by the party requesting arbitration. Each party can reject the entire arbitration panel one time prior to the selection procedure commencing. If either party deems the panel to be unacceptable, another panel will then be requested. Once the acceptable panel is received, the arbitrator is to be selected within fifteen (15) workdays.

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

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and not open to the public, with the time and date to be established by the arbitrator for any arbitration hearings. Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

ARTICLE 8
SICK LEAVE

All regular full-time employees shall be entitled to accrue sick leave with pay at the rate of 2 days per month for each month of employment, subject to the following conditions.

Sick leave can be used only for bona fide personal illness or accidental injury which is not covered by Workers' Compensation.

Sick leave with pay at the employee's regular hourly rate shall accumulate at the rate of 2 days days per month of continuous employment for each month in which an employee has no unexcused absence.

Unused sick leave may be accumulated up to a maximum of 90 days.

An employee absent due to personal illness or injury, shall, if requested by the County, furnish medical evidence which is satisfactory to the County, immediately upon return from such absence, certifying the necessity for the absence, and the employee's physical and mental ability to return to or remain at work. In appropriate cases, including surgery and pregnancy, advance medical evidence which is satisfactory to the County as to the necessity of such absence, shall be furnished to the County

Eligible employees may be granted sick leave for regularly scheduled working time lost in case of emergency for the purpose of taking the employee's spouse or child to the doctor, if necessary. Such a leave may be granted only for the time necessary, but shall not exceed three (3) days per year and must be supported by a doctor's certificate, immediately upon return from such absence.

A compensable absence for sick leave hereunder shall only be allowed for the duration of the medically certified incapacity or disability. The County reserves the right to have an employee examined by a doctor of medicine of the County's choosing, whose opinion on the issue of medical capacity to resume the performance of duties, shall be final and binding. An employee may refuse to participate in such an examination, but shall, in the event of such refusal, be deemed absent without leave and further, shall not receive any pay for such absence

ARTICLE 9
FUNERAL LEAVE

Eligible employees may be granted sick leave for regularly scheduled working time lost for the purpose of attending the funeral of a member of the employee's immediate family, on the following basis:

1) Up to three (3) calendar days' absence may be allowed for the purpose of attending the funeral of an employee's spouse, child, mother, father, grandchild, or son or daughter-in-law, if necessary.

Up to one (1) calendar day of absence may be allowed for the purpose of attending the funeral of an employee's brother, sister, or mother or father-in-law, if necessary.

2) The Department Head may require proof of death and/or relationship.

3) Leave shall apply only where the employee actually attends the funeral, and the employee shall return to work as soon as possible after the funeral.

4) Leave may be allowed an eligible employee asked to serve as an active pall bearer or drive a car for a funeral.

ARTICLE 10
VACATIONS

Regular full-time employees shall be entitled to paid vacations as follows:

Years of continuous service	Amount of Vacation
Completion of 1 year	5 days
Completion of 2 years	10 days
Completion of 5 years	15 days
Completion of 10 years	20 days
Completion of 20 years	25 days

All vacation requests should be submitted two (2) weeks in advance. The scheduling of vacation leave is dependent upon the judgment and discretion of the department head. The department head may require the rescheduling of vacation leave when, in his/her judgment, it is necessary for the efficient operation of the department.

Vacation pay will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work. There will be no cash payment for unused vacation.

Upon resignation or termination during the first anniversary year of employment, an employee will be paid for all earned, but unused vacation.

ARTICLE 11
HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve Day
Christmas Day

Regular full-time employees shall be paid for each of the holidays set forth in this Article. An employee on layoff or leave of absence is not eligible for holiday pay. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work. An employee required to work on any recognized paid holiday shall be paid one and one-half (1 1/2) times the employee's hourly rate for the hours actually worked on a holiday.

Except in cases of excused absence, to be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday.

A recognized paid holiday occurring on Saturday shall be observed on the Friday preceding, and a holiday occurring on Sunday shall be observed on the following Monday.

ARTICLE 12
INSURANCE

The Employer will continue in effect for the life of this Agreement, the present Courthouse hospitalization (with a $750.00 deductible per person/$1500 per family), dental and life insurance programs or comparable programs subject to and in accordance with the terms and conditions of the group contracts of the insurers. The County will contribute the monthly premium cost of individual employee and family coverage under such program for eligible regular full-time employees who have completed thirty one (31) days of continuous service and who are on the active payroll.

ARTICLE 13
JURY DUTY

All regular full-time and regular part-time employee shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for the part of the workday required for the jury and employees must report for work within one (1) hour after being released from jury duty. Any jury duty pay less mileage pay received by an employee shall be forwarded to the County.

ARTICLE 14
JOB CLASSIFICATIONS AND SALARY SCHEDULE

Current wage rates and salaries will be increased in 2.5% effective July 1, 2006.

ARTICLE 15
UNION DUES CHECK-OFF

The County agrees to make a monthly deduction from the wages of any regular employee covered by this Agreement who has provided the County with a valid written authorization therefore, for monthly Union dues in the amount certified by the Secretary/Treasurer of the Union and remit such monies to the Secretary/Treasurer of the Union, not later than the last day of the succeeding month. Such written authorizations may be revoked by any employee at any time upon his/her thirty (30) day written notice to the County.

The Union agrees to indemnify, defend and hold the Count harmless against any and all claims, demands, suites, orders, judgments, or other form of liability that may arise out of or by reason of action taken or not taken by the County in connection with the

provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE 15
DURATION OF AGREEMENT

THIS AGREEMENT shall become effective July 1, 2006. It shall remain in full force and effect until the first day of July 2007.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement.

Signed this 27th day of June, 2006.

EMPLOYER
COURTHOUSE DEPARTMENTS,
HARDIN COUNTY, IOWA

By _____
Chair, Board of Supervisors

UNION
PUBLIC EMPLOYEE BARGAINING UNIT
OF HARDIN COUNTY

By _____
Employee Representative

By Marilyn A. Harms
Employee Representative

Acknowledged by:

Renee Von Bokern
Employer Representative