Monona Co.	CWA (Roads)	7/1/2005	6/30/2007

MONONA CO./ CWA (ROADS) 05-07

AGREEMENT

ARTICLE 1
PREAMBLE

THIS AGREEMENT is executed by MONONA COUNTY, hereinafter called "Employer", and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter called "Union".

It is the intention of this Agreement to set forth the entire agreement of the parties covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain and increase individual productivity and quality of service, to prevent interruptions of work and interference with the efficient operation of the department, and to provide an orderly and prompt method for handling and processing grievances.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by statutes of the State of Iowa, except as controlled by this Agreement.

The Employer and the Union agree that there will no be unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, religion or physical disability or because of relationship to other employees by blood or marriage; nor will there be any effort to attempt or cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action undertaken by the County.

ARTICLE 2
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Monona County in the following bargaining unit, to wit:

All employees of the Secondary Road Department excluding County Engineer, Assistant to the Engineer, Road Supervisor, Foremen, secretarial and clerical, temporary employees and part-time employees as hereinafter defined, and all other employees of Monona County, and those employees excluded by Section 4 of the Act.

ARTICLE 3
DEFINITIONS

Section 1. A part-time employee is a person who is hired for a period of twenty (20) hours per week or less.

Section 2. A temporary employee is one who is hired for a period of one hundred twenty (120) consecutive calendar days or less.

Section 3. Part-time employees and temporary employees are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement, and shall not become regular employees unless first hired as regular employees and thereafter successfully complete one hundred twenty (120) consecutive calendar days of service.

Section 4. A regular employee is one who is hired as a regular employee rather than for a part-time or temporary period or purpose.

Section 5. A probationary employee is one who has not completed one hundred twenty (120) consecutive calendar days of continuous service as a regular employee with the Employer. During the probationary period, such employee may be discharged by the Employer without cause.

Section 6. A regular employee is an employee, other than a temporary employee or part-time employee, who has completed the probationary period.

Section 7. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement shall be limited to mean "regular" employee.

Section 8. "Act" shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 9. Departments shall be Engineering and Maintenance.

ARTICLE 4
MANAGEMENT RIGHTS

It is recognized that, except as expressly stated therein, the County shall retain whatever rights and 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 and implement the methods, means, assignments, number, and organization of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote and demote employees; to suspend, discipline and discharge employees for proper cause; to relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to maintain the efficiency of governmental operations; to take such actions as may be necessary to carry out its mission; to initiate, certify and administer its budget; and to exercise all powers and duties granted the County by law.

ARTICLE 5
UNIONS RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes its responsibilities as the 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 and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to wit:

A. That it will cooperate with the Employer and support its effort 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;

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. For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during non-working time with the prior consent of the supervisor. The Employer shall cooperate to facilitate such visitations, and the Union will not interfere with or interrupt the operations of the Employer or the work of the employees.

ARTICLE 6
WORK STOPPAGE

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of any section above, all legal censures of the Act shall apply.

ARTICLE 7
CHECKOFF

Section 1. The Employer will make monthly deductions from the wages of each employee covered by this Agreement if the employee provides the Employer with a written authorization therefor. The deductions will be for monthly Union dues and initiation fees in the amounts certified in such authorizations. The Employer will remit such monies to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the succeeding month.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days written notice to the Employer and to the Union and shall be automatically cancelled upon termination of employment.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article.

ARTICLE 8
SENIORITY AND LAYOFF

Section 1. Seniority is defined as an employee's length of continuous service with the County from his/her most recent date of hire.

Section 2. In the event the Employer determines that employees must be laid off, seniority shall govern by department.

Section 3. Those employees to be laid off will be notified as soon as possible. Laid off employees shall advise the Employer of their current addresses during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff.

Section 4. The seniority records for employees shall be maintained by the Employer and shall be available to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) days.

Section 5. The seniority of an employee shall terminate if the employee quits for any reason, is discharged, fails to report within forty-eight (48) hours after notice of recall, or is laid off for a period exceeding six (6) months or his/her seniority, whichever is less.

Section 6. An employee promoted from the bargaining unit shall retain but shall not continue to accrue seniority.

ARTICLE 9
DISCIPLINARY ACTION

Section 1. Any employee is subject to discharge, suspension or demotion for just cause.

Section 2. The County will notify the employee in writing of any suspension, demotion, or discharge action giving reasons therefor.

Section 3. The question of whether "just cause" exists for the discipline shall be subject to the grievance and arbitration procedure provided herein.

Section 4. Nothing in the foregoing shall prevent the County from immediately removing an employee, for cause, from the premises, or assignment pending final disposition of the case.

ARTICLE 10
RESIGNATIONS

Probationary and permanent employees are expected to present resignations at least ten (10) working days prior to departure. The County Auditor shall make all deductions from the final check.

ARTICLE 11
RESIDENCE

All persons employed by the Monona County Board of Supervisors shall live within easily commutable distance from employment site.

ARTICLE 12
JOB SELECTION AND PROMOTION

Job selection and promotion shall be based on the following:

1. The skills, knowledge and ability of the applicant based upon education, training and experience.

2. Job performance factors such as judgment, work habits, quantity of work, and quality of work.

3. Applicants must meet minimum qualifications to be eligible for the position. The candidate selected to fill a vacancy shall be placed on the pay grade for the job classification. Where a person presently employed by the Employer is selected to fill a vacancy, the rate of pay shall not be less than the employee is presently receiving, except in case of demotion, voluntary transfer or disciplinary action.

4. If the County Engineer determines that a vacancy exists, the notice of vacancy will be posted for 3 business days in the 3 main shops and outlying motor grader

districts. Employees can express their interest in writing to the Engineer. All vacancies will be posted before it is filled by a new hire.

5. Employees assigned to a new job will serve a trial period of 30 days during which time, the employee may elect to revert back to his/her previous position.

ARTICLE 13
RETIREMENT

Upon retirement or upon death at any age, such employee shall receive all earned pay, plus vacation time accumulated. In the event of death, the estate of such employee will receive the payroll warrant.

ARTICLE 14
HOURS OF WORK AND OVERTIME

Section 1. This Article is intended to set forth the normal workweek, but shall not be construed as a guarantee of any amount of work per day or per week or as a limitation of hours of work per day or per week. A workweek shall commence at Midnight Saturday and continue to Midnight the following Saturday.

Section 2. The normal workweek shall consist of forty (40) hours per week, exclusive of unpaid lunch periods.

Section 3. All work performed in excess of eight (8) hours per day, or forty (40) hours per week shall be paid for at one and one-half (1 1/2) times the employee's regular hourly rate. Employees may request comp time in lieu of overtime pay. Comp time may not accumulate over sixty (60) hours and must be scheduled with and approved by the Engineer or his designee. Comp time may be taken in a minimum of one (1) hour increments. Any comp time in excess of forty-five (45) hours must be taken by September 30 of each year.

Section 4. All overtime shall be determined and must be authorized by the Employer.

Section 5. Employees will receive two (2) breaks each day, at times scheduled by the Employer. Employees will receive a thirty (30) minute unpaid lunch period, at times scheduled by the Employer.

Section 6. It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the Employer from time to time to meet the Employer's requirements.

Section 7. All employees to be paid time and one-half (1 1/2) over eight (8) hours a day unless time off taken without pay for employee's benefit. Sick leave, vacation and holiday pay count as time worked.

Section 8. Call Back Time Any employee called back to work after a normal workday has ended shall receive credit for no less than two (2) hours worked. The pay rate for these hours shall be in accordance with provisions in this Agreement.

Section 9. All work performed on Sunday will be paid for at the rate of one and one-half (1 1/2) times the employee's regular hourly rate.

ARTICLE 15
HOLIDAYS

Section 1. Employees shall be granted eight (8) paid holidays, to wit:

New Year's Day	Labor Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 2. The Employer shall designate the day on which the holiday is to be observed, except that if an aforementioned holiday falls on a Saturday, the preceding Friday will be observed as the holiday, and if the aforementioned holidays fall on a Sunday, the following Monday will be observed as the holiday.

Section 3. In order to be eligible for receiving holiday pay, an employee must report for work on the last scheduled workday before the holiday and the first scheduled workday after the holiday.

Section 4. Employees required to work on a recognized holiday or the day observed in lieu thereof shall be paid the rate of one and one-half (1 1/2) times the basic hourly rate for the time actually worked on that day in addition to the holiday pay, up to but not exceeding eight (8) hours or compensating time off will be granted with the approval of the County, upon written application.

ARTICLE 16
PERSONAL LEAVE

Section 1. Employees shall be granted three (3) days per year personal leave.

Section 2. Personal leave can be used a half day (four (4) hours) at a time.

Section 3. Personal days must be used in the contract year.

ARTICLE 17
VACATIONS

Section 1. Full-time employees will earn vacation with pay according to the following schedule:

Years of Service	Vacation Earned/ Pay Period (Hours)	Vacation Earned/ Year	Max. Accum.
During 1st year	1.54	40	40
During 2nd – 9th year	3.08	80	120
During 10th – 19th year	4.62	120	160
During 20th year and +	6.15	160	200

Section 2. No employee shall be entitled to vacation pay in lieu of vacation. Upon termination of employment, except discharge, employees shall be paid for earned vacation.

Section 3. So far as possible, each vacation will be granted at the time selected by the employee.

Section 4. In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

Section 5. Vacation may be taken on a day at a time basis.

ARTICLE 18
VOTING

Employees who cannot reach their respective polling place during non-working hours shall be granted time from duty to cast their ballots.

ARTICLE 19
LEAVE WITH PAY

MILITARY LEAVE: All probationary and permanent employees shall be granted up to a maximum of thirty (30) days annual military leave with pay or as required by military order of the Code of Iowa.

JURY DUTY: All probationary and permanent employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for that part of the workday required by the jury duty. Any jury duty pay received by an employee shall be forwarded to the County Engineer, to be deposited in Secondary Road Fund.

ARTICLE 20
SICK LEAVE

Section 1. Sick leave shall be used for personal illness and injury, including on-the-job injury or disability, subject to the provisions set out hereinafter.

Section 2. Employees shall accrue eight (8) days of sick leave per year, until such time as an accumulation of sixteen (16) days is reached. The sick leave will then be increased to one (1) day per month, not to exceed one hundred twenty (120) days.

Section 3. Except in cases of serious confining illnesses which are certified by a physician, sick leave will not be paid on the working day immediately preceding or following a holiday.

Section 4. The Employer reserves the right to require a physician's release for any absence due to sickness or injury.

Section 5. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible, but in any event, prior to the starting time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 6. The employee shall be eligible for sick leave with pay for an amount not to exceed two (2) workdays per contract year at the employee's normal rate of pay for family illness requiring hospitalization or out-patient surgery of the spouse or children of the employee living at home under the age of eighteen (18).

Section 7. No employee is entitled to compensation for unused sick leave time. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time.

Section 8. Sick leave shall not be used for vacation leave or be taken in advance.

Section 9. Sick leave shall be taken on a workday basis. Officially designated holidays falling within a period of sick leave shall not be counted against sick leave.

Section 10. Sick leave shall not accrue during a leave of absence without pay, suspension, layoff or educational leave.

Section 11. Employees injured on the job will be covered by Workers Compensation benefits. Employees may use sick leave for the first three (3) days of a work related injury if not paid by Workers Compensation.

ARTICLE 21
FUNERAL LEAVE

Section 1. An employee may be granted up to three (3) days funeral leave to attend the funeral of the employee's spouse, children or stepchildren, parents or stepparents, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren or permanent member of immediate household.

Section 2. The above leave with pay is intended to cover travel but in special cases involving unusual travel, the Employer may grant additional leave with or without pay, not to exceed a maximum of five (5) days.

Section 3. The Employer may allow an employee one (1) day of funeral leave with no loss of compensation to attend the funeral of a fellow employee or a close family friend, or to act as pallbearer or military honor guard.

ARTICLE 22
LEAVE WITHOUT PAY

Leave without pay may be granted an employee upon his/her written request to the Employer. Such leave shall not be granted with full benefit coverage beyond a thirty (30) working day period. Any leave without pay granted for a period of more than thirty (30) working days shall include seniority as the sole employee benefit.

ARTICLE 23
ADJUSTMENT OF GRIEVANCES

Section 1. A grievance is defined as a dispute an employee may have with the Employer concerning the interpretation, application or violation of the express terms of the Agreement by the Employer. Should an employee have a grievance, it shall be adjusted in the following manner:

Step One. An employee who claims a grievance shall present such grievance orally, with or without his/her Steward, to his/her immediate supervisor within three (3) working days after the occurrence upon which the grievance is based. The supervisor shall give his/her oral answer to the grievance within three (3) working days after the grievance was presented to him/her.

Step Two. If the grievance is not settled in Step One, it may be appealed by the employee and his/her Steward within five (5) working days after the answer of the immediate supervisor. The grievance shall be reduced to writing, signed by the aggrieved employee and the Steward, and shall specifically state the facts and the section of this Agreement alleged to have been violated. The written grievance shall be promptly submitted to the County Engineer or his designated representative who shall give his answer in writing to the employee and the Steward within seven (7) working days after the grievance has been presented to him.

Step Three. If the grievance is not settled in Step Two, it may be appealed to arbitration, submitted to the County Engineer within seven (7) calendar days after the receipt of the Employer's Step Two answer. Said written notice shall be signed by a representative of the Union and shall state the specific section of this Agreement which is to be considered by the arbitrator. Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Public Employment Relations Board or the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter, each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

Section 2. The failure of an employee, the Union, or its representative to appeal a grievance to the next step within the applicable times specified above shall bar an employee, the Union or its representative from appealing the grievance further, and any such grievance shall be considered as settled.

Section 3. The failure of an employee, the Union, or its representative to process a grievance within the applicable times specified above shall bar an employee, the Union, or its representative from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer to reply within the applicable times specified above shall be deemed a denial of the grievance, which may then be appealed to the next step.

Section 4. An arbitrator selected pursuant to the provisions of Step Three shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer, the Union, and the aggrieved employee(s). The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

Section 5. The Employer and the Union will share equally any joint costs such as the fees and expenses of the arbitrator, and the costs of a hearing room and transcript. Any other expenses shall be paid by the party incurring them.

ARTICLE 24
INSURANCE

Section 1. The Employer shall pay the full cost of the employee's personal premium for hospital and medical care insurance currently offered to all employees. The Employer shall pay eighty-four percent (84%) of the family coverage hospital insurance premium(s) per month where family coverage is requested by the employee for the employee's family members.

Section 2. It is agreed that no change in the present hospital and medical care insurance plan will take place that would cause any reductions in benefits, unless the parties have agreed otherwise.

ARTICLE 25
HEALTH AND SAFETY

Section 1. The Employer agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the Employer in maintaining

Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements.

Section 2. All new employees, upon initial employment, shall provide satisfactory medical evidence of physical fitness to perform assigned duties.

ARTICLE 26
GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision(s) of this Agreement is held invalid by any court of competent jurisdiction, the said provision(s) shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. The Union and the Employer acknowledge that during the negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

Section 4. The Employer shall post a copy of this Agreement in appropriate places in the offices and sheds.

Section 5. The Union and the Employer agree that the following Articles shall be exempt from the grievance procedure:

Preamble
Recognition
Management Rights (except discipline and discharge)

Section 6. If employees are required to report to a temporary location, the County will provide a vehicle if management determines a vehicle is available for that purpose.

ARTICLE 27
EFFECTIVE PERIOD

THIS AGREEMENT shall be effective July 1, 2005, and shall continue through June 30, 2007. This Agreement shall be renewed year to year unless either party gives notice in writing of a desired change in this Agreement no later than September 15, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2005.

MONONA COUNTY SECONDARY ROAD DEPT.
MONONA COUNTY BOARD OF SUPERVISORS

By _____
Chair, Board of Supervisors

By _____
Member, Board of Supervisors

By _____
Member, Board of Supervisors

COMMUNICATIONS
WORKERS OF AMERICA

By _____
CWA Representative

By _____

By _____
Bargaining Committee Member

Acknowledged by:

_____
Renee Von Bokern
Von Bokern Associates, Inc.

APPENDIX A
WAGE SCHEDULE

Classification	7-1-05	Effective 7-1-06	1-1-07
Mechanic	$15.55	$15.80	$16.05
Assistant Foreman	$15.23	$15.48	$15.73
Operator II	$14.85	$15.10	$15.35
Operator I	$14.61	$14.86	$15.11
Truck Driver	$14.41	$14.66	$14.91
Start	$13.03	$13.28	$13.53
4 months	$13.86	$14.11	$14.36
6 months	$13.97	$14.22	$14.47
1 year	Intro Classification		
Bridge Inspector	$15.76	$16.01	$16.26
Inspector and Draftsman	$15.18	$15.43	$15.68
Instrument Operator	$14.91	$15.16	$15.41
Trainee**			

** Salary and length of training period to be negotiated at the time the trainee is hired by the Employer and the Union.

Longevity
Longevity shall be paid as follows for continuous years of service:

Service Time	Rate
After 10 years	10¢ per hour
After 15 years	15¢ per hour
After 20 years	20¢ per hour

Letter of Understanding

Monona County Secondary Road and CWA

Employees may be allowed to donate some of their vacation time to a fellow employee who has exhausted all applicable paid time off and his absence from work is required because of the employee's serious illness or the serious illness of the employee's spouse or child. The following provisions will apply:

1. A request must be made by an employee(s) to the Engineer who will review the situation and either approve or not approve the donation program on a case by case basis.

2. An employee may not donate more than two days per incident.

3. Once the vacation has been transferred to an employee it cannot be returned to the donating employee. The decision to transfer vacation hours is irrevocable.

4. Employees wishing to donate vacation must sign an authorization form. Names of employees who are donating vacation hours will not be disclosed by the County.

Richard C Merritt Jr
FOR THE COUNTY

July 19.05
Date

FOR THE UNION

7-19-05
Date

LETTER OF UNDERSTANDING
Monona County Secondary Road and CWA

July 1, 2005 to June 30, 2007

Effective July 1, 2005, eligible employees will be covered by a group insurance plan that includes the following changes to deductibles, out-of-pocket maximums and RX co-pays.

Deductible	$1500 for single coverage $4500 for family coverage
OPM	$3000 for single coverage $6000 for family coverage
RX	$10/$25/$40

Richard C Merritt Sr
FOR THE COUNTY

July 19.05
Date

Kenneth T Martin
FOR THE UNION

7-12-05
Date