Muscatine Co. Joint Communications Comm. Teamsters #238 7/1/2005 6/30/2007

MUSCATINE CO./ TEAMSTERS (DISPATCH) 05-07
JT. COMMUN.
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MUSCATINE COUNTY JOINT COMMUNICATIONS COMMISSION

AND

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238,
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

COVERING COMMUNICATIONS OFFICERS UNIT

JULY 1, 2005

to

JUNE 30, 2007

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PREAMBLE

THIS AGREEMENT is executed by Muscatine County Joint Communications Commission, hereinafter called "Employer", and Chauffeurs, Teamsters and Helpers, Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union".

ARTICLE 1
RECOGNITION

Section A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of the following classifications of the Muscatine County Joint Communications Commission, to wit:

INCLUDED:	All regular full-time communications officers.
EXCLUDED:	Communications Center manager, all elected and appointed officials, employees of other city and county departments, and all others excluded by Iowa Code, Section 20.4.

ARTICLE 2
INTENT AND PURPOSE

Section A. The Employer, the Union, and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Muscatine County.

Section B. The Employer, the Union, and the employees, further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operations.

ARTICLE 3
DEFINITIONS

Section A. Probationary Employee. A probationary employee is an employee who has not successfully completed six (6) months of continuous service.

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

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

Section D. Regular employee is a full-time employee who has successfully completed probation.

Section E. Work day shall mean the scheduled work day of the employee involved.

ARTICLE 4
MANAGEMENT RIGHTS

Section A. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties, and rights which belong solely and exclusively to the Employer:

1 The right to manage the Employer's operations and to direct the working force;

2. The right to hire employees;

3. The right to maintain order and efficiency;

4. The right to extend, maintain, curtail, or terminate operations of the Employer, to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;

5. The right to assign work;

6. The right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;

7. The right to create, modify, and terminate departments, job classifications and job duties;

8. The right to transfer, promote and demote employees;

9. The right to discipline, suspend and discharge employees for proper cause;

10. The right to lay-off;

11. The right to determine the number and starting time of shifts, the number of hours and days in a work week and the hours of work;

12. The right to determine the number of persons to be employed by the Employer at any time;

13. The right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights, will not be used for the purpose of discriminating against any employee because of the employee's membership or non-membership in the Union.

Section B. The list of management rights set forth in Section A is not exclusive and it is understood that except as specifically and expressly modified by this Agreement, all of the rights, powers and authority and prerogatives which the Employer had prior to this Agreement are retained by it and reserved to it and shall remain within its exclusive control.

ARTICLE 5

WORK STOPPAGE

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

Section B. 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 refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section C. 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 D. In the event of a violation of the Act or a violation of Section C of this Article, the Union agrees, after notice, that it will take immediate, affirmative steps with the employees involved, including but not limited to sending out public announcements, letters, bulletins, telegrams, and to holding employee meetings, to bring about an immediate resumption of normal work.

Section E. In the event of a violation of the Act or a violation of Section C of this Article, any and all legal censures provided by the Act shall be applicable.

ARTICLE 6

CHECK OFF

Section A. The Employer agrees to deduct Union membership dues, fees and assessments once each month from the pay of those employees who individually authorize, in writing, that deductions be made. Written authorizations delivered to the employer ten (10) days or more prior to the end of a calendar month shall become effective the following month. The Union agrees to send a written statement to the Employer at least ten (10) days prior to the end of a calendar month, providing an itemized accounting of the amount that shall be deducted from each employee's paycheck.

Section B. Check-off money will be deducted from the first paycheck of each month, and shall be remitted together with an itemized statement to the office of the Union in the month in which the deductions have been made.

Section C. The Employer will discontinue to deduct dues, fees and assessments beginning immediately after the employee is no longer part of a bargaining unit. An employee may voluntarily cancel or revoke authorization for check-off upon thirty (30) days written notice to the Employer and to the Union.

Section D. The Union agrees to indemnify, defend and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money from an employee's pay in conformance with the written instructions of the Union. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

Section E. The Employer shall make deductions for the Credit Union approved and designated by the County each pay period provided the employee has provided the Employer with proper written authorization.

ARTICLE 7

UNION REPRESENTATIVES - STEWARDS

Section A Authorized representatives of the Union may be permitted to visit the Public Safety Building and confer with representatives of the Employer, provided such visits do not interfere with the operations of the Employer. If such Union representative desires to confer with a union steward or an employee on duty, the representative must first notify the Manager; the steward or the employee will be granted permission for such conference if it will not interfere with the normal operations of the department.

Section B. The Employer recognizes the right of the Union to designate not to exceed three (3) stewards, with a maximum of one (1) steward per shift, whose authorities shall be limited to and shall not exceed the following duties and activities.

1. To collect dues.
2. To transmit all authorized bargaining unit information which is in writing; or if it is verbal, it is of such a routine nature that it does not cause work slowdown or work stoppage or any interference with the Employer's business.
3. To investigate any alleged grievance provided the steward secures prior authority from the Manager to conduct such investigation in a reasonable time as determined and approved by the Manager.
4. To represent an employee at any time during any type of disciplinary action if requested to do so by the employee being disciplined.

Section C. Stewards will be granted paid leave from duty for all joint negotiation meetings between the Employer and the Union, when such negotiations take place at a time when the employee has been scheduled to be on duty. The Union shall advise the Employer in writing of the so designated employees prior to or at the time it serves notice of a desire to enter into negotiations.

Section D. The Employer, consistent with the operational needs of the department, will grant unpaid leave from duty for the stewards to attend a one-day stewards training seminar that is sponsored by the Union once each year. In no event shall an employee be absent for training if the employee's shift will be left with less than two (2) employees during the steward's absence or the absence would necessitate paying overtime.

ARTICLE 8
SENIORITY

Section A. For employees hired after September 13, 2004, seniority is defined as an employee's continuous length of service for the Employer from the employee's most recent start date. For the employees hired by the Employer on September 13, 2004, seniority is defined as the employee's continuous length of service with the County/City and the Employer from the employee's most recent start date with the County/City. The employee shall not accrue seniority, nor shall the employee lose seniority, during an unpaid leave of absence. Seniority shall continue to accrue during paid leaves of absence.

Section B. The Employer shall maintain a complete seniority list of the employees covered by this Agreement. The list shall be revised by the Employer on July 1 of each year, and a copy of the seniority list shall be made available to the Union. Any protest as to the correctness of this list must be made, in writing, to the Employer within thirty (30) days after the seniority list has been revised. At any time that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union.

Section C. The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged; fails to report to work after notice of recall within the time limits set out in this Agreement; is laid off for a period exceeding twelve (12) months; is absent from work for two (2) consecutive work days without notice to and approval by the Employer, unless evidence satisfactory to the Employer clearly provides that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled

work day following completion of a leave of absence; engages in other work for pay while on unpaid leave of absence without the written approval of the Employer; or gives a false reason for obtaining leave of absence.

Section D. A vacancy in a shift is to be posted for bids on a bulletin board for a period of seven (7) calendar days, and on the first day of such posting shall also be posted on the employees' e-mail. Where two or more employees bid for a vacancy, seniority shall be the determining factor in filling the vacancy.

Section E. An employee bidding a shift vacancy and being a successful bidder shall have no right to bid another shift vacancy for sixty (60) days, except for medical reasons supported by a doctor's statement.

Section F. Beginning on September 1st each year, all employees will be given the opportunity to bid on shifts effective the first full pay period of the next calendar year. Each employee will be given two (2) working days to bid on their shift, beginning with the most senior employee. Shifts will be filled by seniority.

ARTICLE 9
HOURS OF WORK

Section A. It is understood and agreed that the determination of the daily and monthly work schedule for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and the employee shall be required to work at times as scheduled by the Employer. The Employer shall give the Union as much advance notice as possible of any major change of working conditions. Specifically, the Union agrees that the Employer shall be allowed to change the normal work schedule of an employee for purposes of facilitating training, provided that the employee be given a different day off within seven (7) calendar days before or after the training date.

Section B. Whenever possible, each employee shall receive two (2) fifteen (15) minute breaks during each workday and a thirty (30) minute lunch period at times to be designated by the Manager. Employees will be on call during their lunch and break periods. Break periods will not be cumulative during the work day.

Section C. The hours of work set out in the immediately preceding paragraphs is believed by the Employer, the Union and the employees, to be a permissible schedule of hours to be worked within the guidelines of the Fair Labor Standards Act and not to require the paying of any overtime for the regularly scheduled days. The Employer reserves the right to establish a work cycle in accordance with the guidelines of the Fair Labor Standards Act.

If, at any time, it is determined that the above stated schedule is not allowable by the Fair Labor Standards Act without the necessity of paying over-time, the Employer shall have the right immediately to rearrange the work schedule to comply with the standards of the Fair Labor Standards Act so as to avoid the necessity of paying over-time for regularly scheduled work-periods.

ARTICLE 10

OVERTIME-CALL BACK-TRADETIME-COURT TIME

A. Overtime

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer and actually worked, in excess of eight (8) hours in a work day or forty (40) hours in a work week. Leaves, paid and unpaid, and vacation shall not be counted as time worked for the purpose of computing overtime. Overtime will not occur if the employee's regular schedule is changed to facilitate training. It is the policy of the Employer to keep overtime work to a minimum.

Section 2. Compensation shall not be paid twice for the same hours, nor shall there be any pyramiding of overtime. This means there shall be no payment of premium time on top of premium time.

Section 3. Overtime will be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. It shall be computed to the nearest one-sixth (1/6) hour for payment.

Section 4. The Employer may at its discretion grant an employee's request for compensatory time off based on one and one-half (1-1/2) hours off for each hour of overtime worked. The Employer and the employee shall mutually agree as to when compensatory time shall be taken off. An employee shall not accumulate more than forty (40) hours of compensatory time without the approval of the Manager. An employee may accrue more than forty (40) hours of compensatory time, provided it is accrued with the approval of the Manager for anticipated leaves under the Family Medical Leave Act. If such additional leave is approved, the maximum accrual shall be eighty (80) hours, and the compensatory time must be used during the Family Medical Leave Act leave or forfeited.

Section 5. Employees shall be required to work such overtime as the Employer requires. The opportunity for overtime hours of work will be divided equally among the employees, provided that the Employer retains the right to assign overtime. In the event the hours are not filled on the sign-up sheet, the on-duty officer with the least overtime will be required to fill the vacancy, not to exceed four (4) hours. If further coverage is needed, the scheduled officer with the least overtime on the oncoming shift will be required to fill the vacancy.

B. Callback.

Section 1. An employee, who is called back for any reason other than employee negligence by the Employer shall be paid a minimum of two (2) hours pay or compensatory time

off at the employee's regular rate of pay, unless such callback is two hours or less prior to the employee's regular shift. Callback does not apply where an employee is ordered to work beyond the employee's regular shift. An employee called in early, prior to the employee's scheduled shift will not be paid Callback pay unless the employee works the full scheduled shift, or utilizes paid leave with the approval of the Supervisor for part of the full scheduled shift.

C. Tradetime.

Section 1. An employee may be permitted to trade workdays, with another employee, within the same classification and with the Employer's approval.

D. Court Time

Section 1. An employee required to appear for court, on work-related issues, during off-duty hours shall be paid a minimum of two (2) hours at the employee's regular rate of pay. Court time will include time spent on criminal depositions, criminal pretrial conferences, criminal court appearances and state mandated administrative hearings, when the employee has been subpoenaed or otherwise required to be present in writing by court order, or the county attorney or Employer. The Employer will attempt to have such time occur during the employee's regularly scheduled shift. The Employer will notify the employee as far in advance as possible of the time and dates when the employee's appearance is required.

Section 2. All court time must be authorized or approved by the communications manager, and to be eligible for overtime pay or compensatory time off, an employee must turn in to the Employer a copy of the subpoena or written order, together with a written statement signed by the court or the county attorney of the time spent.

ARTICLE 11

HOLIDAYS

Section A. Subject to and in accordance with the provisions of this article, all regular and probationary employees shall be granted holiday pay as hereinafter set out for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas and Christmas Day. In addition, all regular employees employed at the start of each calendar year shall be granted two (2) personal days which must be used prior to the end of the calendar year or forfeited. Unused personal days are forfeited upon termination.

Section B. The holiday will begin at 6:00 A.M. on the day of the holiday and shall end at 6:00 A.M. twenty-four (24) hours later.

Section C. An employee who works a holiday will receive one and one-half times the regular hourly rate normally paid to the employee.

Section D. Each employee will receive eight (8) hours of pay for each of the nine (9) holidays, the amount equal to the regular base rate currently paid to the employee. This payment will be made with the first payroll in December for holidays in that calendar year by a separate check. If an employee takes sick leave on a holiday, the employee will not be entitled to holiday pay set out in this section for that holiday.

Section E. In order to be eligible for receiving holiday pay, an employee must report for work on the employee's last scheduled workday before the holiday and on the employee's first scheduled workday after the holiday unless the failure of the employee to report for work is due to preapproved time off by the Manager, excluding sick leave. No employee who has been laid off or is under suspension will be eligible for holiday pay. An employee shall forfeit the right to payment for any holiday if he/she has an unexcused absence as determined by the Employer on the working day immediately preceding, on or following the holiday.

ARTICLE 12

VACATION

Section A. Vacation with pay is a benefit accorded an employee on an annual basis for purposes of recreation and relief from the routine and pressures of assigned work. It is an earned right in the sense that the right to paid time off from work is earned by time spent at work. However, the taking of time is conditioned by length of employment and the requirements or work load of the department in which the employee works.

Section B. Paid vacation is based on an employee's years of service with the Employer. Transitional city and county employees hired by the Employer at its inception shall receive credit for previous years of service with those entities as defined in Article 8. Regular full-time employees shall accrue annual vacation leave at the following rate:

Length of Continuous Service	Bi-Weekly Accrual Rate
Start of employment through end of 4th year	3.078 hours
Start of 5th year through end of 9th year	4.616 hours
Start of 10th year through end of 14th year	5.540 hours
Start of 15th year through end of 19th year	6.154 hours
Start of 20th year and thereafter	7.694 hours

Section C.

1. In computing vacation leave for an employee, the following shall be counted as time worked:
    a. Time spent on vacation leave.
    b. Time spent on paid sick leave.
    c. Absences for authorized holidays.
    d. Absences for jury duty.
    e. Time spent on paid bereavement leave.
    f. Personal leave with pay.

2. Vacation leave will not accrue to an employee during such non-work, non-pay periods as:

a. Time away from work as a result of a disciplinary layoff.

b. Time away from work as a result of a job layoff due to organizational, project, seasonal, or financial requirements.

c. Time away from work as a result of an authorized extended leave of absence, such as school leave or military leave over thirty (30) days.

3. Upon return to work from an authorized leave of absence, with or without pay, an employee shall be granted all unused vacation leave earned by earlier service.

Section D. It is the intent of this Agreement to provide a vacation period for all full-time employees. Vacation leave may be used as it is earned. The Employer encourages employees to take vacation in weekly blocks. Vacation shall be taken in increments of a minimum of two (2) hours at a time. In no instance shall an employee's shift be left with less than two (2) employees as a result of the employee's absence. Once vacation is scheduled and approved, it must be used unless approval for change is authorized by the Manager.

1. Any vacation leave earned but not used will be paid for when the employee is terminated for any reason.

Section E. Vacation time may require rescheduling to ensure the efficient operation of the Center as determined by the Manager. Unused vacation time may be carried over on an employee's anniversary date of employment up to a maximum carryover of an employee's current accrual rate plus forty (40) hours. Unused vacation in excess of these limits will be forfeited unless unusual circumstances require the employee's presence at work. All such exceptions should be documented by the Manager and filed with the Administration Office. Under no circumstances will an employee be allowed to carry over excess accrued vacation hours for more than one hundred twenty (120) days past their anniversary date.

Section F. Vacation so far as possible be granted at times most desired by the employees, so long as the request does not conflict with the Employer's operations. No more

than one employee from a shift may take vacation at the same time without specific written permission of the Manager. Upon separation from the Employer, an employee will be paid for all unused vacation if the employee has provided written notice at least two (2) weeks in advance of the last day on the job. Otherwise, such vacation time shall be forfeited without pay.

ARTICLE 13
LEAVES

A. Bereavement Leave.

Section 1. A bereavement leave of not more than five (5) working days will be granted with no loss of compensation to arrange and attend the funeral of an immediate family member of the employee, said immediate family being limited to the following: spouse, children, parents, current stepchildren, current stepparents or any dependent living in the employee's immediate household. This leave will be granted by the manager and shall not be used for any purpose other than as stated herein.

Section 2. An employee will be granted up to three (3) days bereavement leave with no loss of compensation to arrange and attend the funeral of the employee's sisters, brothers, grandparents, grandchildren, current mothers- and fathers-in-law, sisters- and brothers-in-law, and sons- and daughters-in-law, or foster child residing in the employee's household.

Section 3 If additional time is needed for the above situations, the Manager may grant vacation, compensatory leave, personal leave or leave without pay at the discretion of the Manager.

Section 4. Bereavement leave pay is intended to provide for time off without loss of income but not to increase income. Non-working days shall not be compensable. In order to be eligible for paid bereavement leave, the employee must attend the funeral.

Section 5. The Manager may allow an employee the necessary time off to attend the funeral of members of the family not included above or of a close friend, provided such time off shall be charged to vacation, compensatory leave, personal leave or leave without pay.

Section 6. An employee who wishes to attend the funeral of a fellow employee or former employee, or to serve as a pall-bearer in such a funeral, may be allowed time off from the job with pay but not to exceed one-half (1/2) day.

B. Sick Leave

Section 1. Sick leave is time off with pay granted to an employee by the employee's Supervisor. Sick leave is granted or denied contingent upon the meeting of certain conditions. The granting of sick leave to employees has as its purposes:

a. Approved absences from work occasioned by illness or injury.
b. Remuneration during these periods to ease financial hardship; and
c. Retention of employment rights.

Section 2. Regular full-time employees earn sick leave on a bi-weekly basis beginning with their first day of employment at a rate of ninety-six (96) hours per year (3.694 hours per pay period). After an employee accumulates 360 hours of sick leave, the employee may elect annually to add all or one-half of any additional earned, unused sick leave to the employee's accumulated leave. Unused sick leave not added to the accumulated leave shall be compensated for at the rate of one-half of the employee's normal rate of pay. After 720 hours are accumulated, the employee shall be compensated annually for all unused sick leave in excess of 720 hours at the rate of one-half the employee's normal rate of pay.

Section 3. In computing sick leave for an employee, the following shall be counted as time worked:

i. Time spent on vacation leave.

ii. Bereavement leave.

iii. Absences for authorized holidays.

iv. Absences for jury duty.

v. Personal leave with pay.

vi. Military leave with pay.

vii. Time spent on paid sick leave. However, this sick leave will not be available for use during the current illness but will be counted toward the new accumulation of sick leave beginning one (1) week after return to full-time service.

Sick leave will not accrue to an employee during such non-work, non-pay periods as:

i. Time away from work as a result of a disciplinary layoff.

ii. Time away from work as a result of a job layoff due to organization, project, seasonal, or financial requirements.

iii. Time away from work as a result of an authorized extended leave of absence without pay, such as school leave, or military leave over thirty (30) days.

Section 4. a. An employee may use sick leave for personal illness or injury which renders an employee unable to perform the duties of their position or for care and necessary attention of ill or injured family members residing in the employee's household.

b. Sick leave shall not be available to an employee for use in circumstances involving personal injury sustained by an employee in the course of paid supplemental employment for someone other than the Employer.

c. All time taken on authorized sick leave will be deducted from available sick leave.

d. An employee who has exhausted all of the employee's sick leave may then elect to use any vacation leave or other paid leave to which the employee is entitled, for sick leave purposes. Following this, upon approval by the Manager, based on a doctor's statement that the employee's health prevents the employee from working, an employee may be placed in a sick leave without pay status for a period not to exceed one (1) month for each year of previous

service, but in no event to exceed a period of one (1) year, provided that the Employer shall comply with the provisions of the Family Medical Leave Act. If the required leave under FMLA is greater than the contract requires, the provisions of Leave Without Pay shall apply. Upon return from sick leave without pay status, the employee shall present a doctor's statement that the employee is able to return to the employee's regular job duties.

e. No sick leave with pay shall be granted an employee in anticipation of future service.

f. Sick leave payments are based on the straight time earnings of the employee at the time sick leave is taken.

g. In the event that a holiday falls within an employee's sick leave, such day will be counted as a day of sick leave.

h. An employee who retires with at least two (2) weeks written notice, under eligible service retirement, with twenty (20) years of vesting under IPERS, shall be entitled to have up to one-half of the employee's unused accrued sick leave paid to the employee in cash or paid into a post-employment health plan, if instituted by MCJCC. Termination of service for any other reason shall terminate any obligation of the employer in connection with unused sick leave time.

Section 5. Proof of Illness

a. In order to be eligible for sick leave with pay and to receive compensation while absent on sick leave, an employee shall:
    i. Notify the senior on-duty dispatcher that the employee has called in for sick leave and the reason for the absence, prior to the shift of the first day's absence from duty, unless circumstances beyond the control of the employee would not permit a call.
    ii. Keep the senior on-duty dispatcher informed of the employee's condition. If the employee leaves the employee's residence during sick leave, the employee must notify the senior on-duty dispatcher unless circumstances beyond the control of the employee would not permit a call.

iii. Upon return to work, submit a medical certificate or furnish other reasonable proof for absences of five (5) consecutive work days or longer.

iv. Where a question exists as to the returning employee's fitness to perform regular assigned work the employee shall submit to a medical examination arranged and paid for by the Employer.

v. Present a physician's statement specifying the dates of personal disablement and specifying the reason(s) which renders the employee physically unable to perform the employee's regular job duties.

b. In all cases of absence for personal injury incurred during paid supplemental employment for someone other than the Employer, the returning employee must submit to a medical examination by a physician to be determined by the Employer.

c. The Employer may establish additional guidelines for proof of illness or injury for any period of three (3) days or more.

An employee that is on medication or other treatment that may affect his or her ability to perform the duties of the job must notify the Employer.

C. Voting Leave.

Section 1. Any employee required to work for all of the hours during which the polls are open on an election day shall be given sufficient time off with pay to vote at such time approved by the Manager.

D. Military Leave.

Section 1. The Employer will grant leave of absence for military leave in compliance with the provisions of Section 29A.28, Iowa Code, as the same may be amended from time to time.

E. Jury Duty.

Section 1. An employee who is selected for jury duty shall be paid for the time spent on duty if it is during scheduled hours of work. When released from duty during working hours, the employee will report to work within one (1) hour. Compensation received by the employee from the court will be turned over to the Employer, with the exception of meal or travel expenses received by the employee as a reimbursement from the court.

F. Leave of Absence Without Pay.

Section 1. A leave of absence without pay is a predetermined amount of time off from work, for whatever purpose, including serving in any capacity on official Union business, which has been approved by the Manager in writing. The employee and the Union will be given a copy of the authorization.

Section 2. Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity, at the same rate of pay, as when the employee left, provided that during such period the employee shall not earn sick, vacation, or other leave.

Section 3 In the event an employee fails to return to work at the end of any such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave, unless such failure to return to work was caused by circumstances beyond the control of the employee.

Section 4. During a leave of absence without pay, the employee:

a. Must pay Group Hospitalization premiums falling due during any month the employee is not on the payroll, provided that the employer will pay this premium for an employee who is on a FMLA leave of absence without pay so long as required by FMLA.

b. Must pay premiums for coverage under the Group Life Insurance Plan, provided that the employer will pay this premium for an employee who is on a FMLA leave of absence without pay so long as required by FMLA.

c. Shall not receive any other job benefits during the period of absence.

ARTICLE 14
INSURANCE

Section A. The Employer will maintain group health, dental, vision, life and long-term disability insurance and a 457 deferred compensation program for all regular full-time employees, by continuing to participate in the insurance programs maintained by Muscatine County. Each employee will be given a copy of the insurance policy and a benefits certificate upon policy renewal. Prior to any change in the policy, or any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy or as to the carrier shall be made by the Employer and shall not be grievable. The Union and the Employer may seek to obtain more favorable coverage or cost. In the event the parties are able to obtain more favorable coverage or rates than provided through Muscatine County, the parties will consider the change.

Section B. Medical Insurance.

a. The Employer will pay one hundred percent (100%) of the monthly premium cost for single coverage. The employee shall pay any deductible cost or coinsurance cost as set out in the policy.

b. An employee may elect to cover the employee's spouse and/or dependents under the medical insurance policy. The cost for family coverage is the difference between the single premium cost and the family premium cost. The employee will pay one hundred percent (100%) of the monthly premium cost for family coverage, but may elect to apply the monthly annuity payment from the Employer towards that cost. The employee shall be responsible to pay any deductible cost or coinsurance cost as set out in the policy.

c. Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section C. Dental Insurance.

a. The Employer will pay one hundred percent (100%) of the monthly premium cost for single coverage. The employee shall pay any deductible cost or coinsurance cost as set out in the policy.

b. An employee may elect to cover the employee's spouse and/or dependents under the dental insurance policy. The cost for family coverage is the difference between the single premium cost and the family premium cost. The employee will contribute one hundred percent (100%) of the monthly premium cost of family coverage, and the employee shall be responsible to pay any deductible cost or coinsurance cost as set out in the policy.

c. Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section D. Vision Insurance.

a. The Employer will pay one hundred percent (100%) of the monthly premium cost for single coverage. The employee shall pay any deductible cost or coinsurance cost as set out in the policy.

b. An employee may elect to cover the employee's spouse and/or dependents under the vision insurance policy. The employee will contribute one hundred percent (100%) of the cost of family coverage, and the employee shall be responsible to pay any deductible cost or coinsurance cost as set out in the policy.

c. Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section E. Life Insurance.

a. The Employer will provide a $10,000.00 term life insurance and $10,000.00 accidental death and dismemberment insurance coverage. The employee may purchase additional life insurance consistent with the carrier's policies and procedures, at the employee's sole cost. Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section F. Long-Term Disability Insurance.

a. The Employer shall maintain long-term disability insurance designed to assist the employee for the employee's loss of income during periods of total or partial disability as a result of injury or illness. The long-term disability insurance will be maintained by participation in the long-term disability insurance program maintained by Muscatine County. The coverage, as currently provided through Muscatine County, has a 90-day waiting period and pays 60% of an employee's monthly income, up to $6,000.00, through the disability period, up to social security normal retirement age. Coverage shall become effective on the first day of employment.

b. Any change made to the disability insurance policy by the County shall be automatically changed for the employee effective the first day of the coverage change. If such a change occurs, the parties may seek to obtain alternative disability coverage which would provide the employees with the same or better coverage at less cost.

ARTICLE 15
GRIEVANCE PROCEDURE

Section A. The word "Grievance" wherever used in this Agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the expressed terms and provisions of this Agreement.

hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within five (5) working days of the Employer's receipt of the arbitration notice, the Union shall request the Public Employment Relations Board to submit a panel of five (5) arbitrators. When such panel is received, the Employer and the Union shall alternately strike a name from the list, the party making the initial strike to be determined by the flip of a coin, and the person finally remaining shall act as arbitrator.

Section E. The arbitrator shall convene a hearing for the purpose of receiving evidence pursuant to such rules and procedures as the arbitrator may adopt. The arbitrator shall neither add to nor detract from nor modify the language of this agreement in arriving at a determination of any issue that is presented and that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates or salaries. The arbitrator shall be expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted, or to submit observations or declarations of opinion, which are not directly essential in reaching the determination of the issues submitted for the arbitrator's decision. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the employer in any matter reserved to the employer by law or by the terms of this agreement.

Section F. The arbitrator shall issue a decision in writing within thirty (30) days after the conclusion of the hearing and a decision of the arbitrator, within the scope of the arbitrator's authority, shall be final and binding upon the Employer, the employee, and the Union. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive more than twenty-four (24) days beyond the date on which the dispute was first presented as a grievance in writing. The arbitrator may not hear more than one (1) grievance unless the presentation of more than one (1) grievance is mutually agreed to by the Employer and the employee or the Union.

Section G. No issue whatsoever shall be subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this

Agreement, and the arbitration decision shall not grant any right or relief for any period of time whatsoever prior to the execution date of this Agreement or following the termination of this Agreement.

Section H. The Employer and the Union will share equally any joint costs of the arbitration procedure, including fees and expenses of the arbitrator, the costs of the Court reporter, if one is desired by the arbitrator, and the costs of a hearing room and transcript. Any other expense shall be paid by the party incurring the expense.

ARTICLE 16
COMPENSATION

Section A. The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section B. Any employee whose pay is in dispute, or the employees representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at a reasonable time.

Section C. An employee shall be paid shift differential for all hours actually worked on second and third shift as follows:

Second shift - $.20 per hour
Third shift - $.30 per hour

Compensation due an employee shall first be determined without reference to the shift differential, irrespective of whether these amounts due are due to regular duty time or overtime. Thereafter, an initial amount per hour worked shall be added, as indicated, for hours worked during the shifts as provided above.

ARTICLE 17

GENERAL CONDITIONS

Section A. This Agreement shall be construed under the laws of the State of Iowa.

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

Section D. The Union and the Employer acknowledge that during 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 E. There shall be no separate agreement made with the Employer by an employee or group of employees outside the terms of this Agreement, unless approved by a Union representative.

ARTICLE 18

EFFECTIVE PERIOD

Section A. This Agreement shall be effective July 1, 2005, and shall continue through June 30, 2007. Article 14, Insurance and Appendix A, Wages are open the second year of this agreement, July 1, 2006.

Section B. The terms and conditions of this Agreement shall cease on June 30, 2007, unless one or both of the parties shall cause a written notice to be served on the other party by September 15, 2006, specifying whether modification is sought.

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

Dated this _____ day of _____, 2005

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By _____
Secretary/Treasurer

By _____
Business Representative

Dated this 11th day of July, 2005

MUSCATINE COUNTY JOINT COMMUNICATIONS COMMISSION

By _____

By _____

APPENDIX A

WAGES AS OF 7/1/05

2.75% Increase

	Current	7/1/05
Sue Ryan	16.51	16.96
Cindy White	16.51	16.96
Sue Lucas	15.90	16.34
Konnie Pace	15.31	15.73
Dee Bierman	14.18	14.57
Lorrie Lacina	14.18	14.57
Tosha Miller	14.18	14.57
Hansi Lange	14.18	14.57
Jill Raisbeck	14.18	14.57
Steve Cook	14.18	14.57
Bethany Thomas	14.18	14.57
Vanessa Figueroa	13.91	14.29

	Current	7/1/05
Step 1 (Start)	13.14	13.50
Step 2 (6 months)	13.64	14.02
Step 3 (1 year)	13.91	14.29
Step 4 (2 years)	14.18	14.57
Step 5 (5 years)	14.74	15.15
Step 6 (7 years)	15.31	15.73
Step 7 (10 years)	15.90	16.34
Step 8 (13 years)	16.51	16.96