Story Co. PPME #2003 (Roads) 7/1/2006 6/30/2008

STORY CO. / PPME #2003 (ROADS) 06-08

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PUBLIC EMPLOYMENT
RELATIONS BOARD

LABOR AGREEMENT

BETWEEN

STORY COUNTY SECONDARY ROAD DEPARTMENT

AND

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL 2003

JULY 1, 2006 – JUNE 30, 2008

AGREEMENT

THIS AGREEMENT entered into this 9th day of June, 2006, by and between STORY COUNTY, hereafter referred to as the "Employer", and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL 2003, hereafter called the "Union". Throughout this Agreement, wherever "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all employees of the Secondary Roads Department, including Lead Mechanic, Equipment Operator I, II, III, Mechanic, Support Service Assistant, Road Crew Leader, Sign Crew Leader, and Inventory Coordinator as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 5496, dated July 30, 1996, which excludes the County Engineer, Assistant County Engineer, Road Maintenance Superintendent, Lead Engineering Technician, Engineering Technician, Executive Assistant, Office Assistant, Civil Engineering Coop Student, temporary employees and all others excluded by the Act.

ARTICLE 2
NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of any employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in the Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3
NO STRIKE - NO LOCKOUT

The Employer agrees that during the term of this Agreement, it will not engage in any lockout of employees. The Union agrees that during the term of this Agreement, there shall not be any work stoppage, strike, slowdown, picketing, boycott, or any other action on the part of the Union or the employees represented by it which will interrupt or interfere with the operation of the County.

ARTICLE 4
EMPLOYER RIGHTS

The Employer shall have in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct, and control the work of its employees, hire, promote, demote, transfer, assign, and retain employees in positions within the public agency; discipline, suspend, or discharge employees for proper cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations, relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public employer; initiate, prepare, certify, and administer its budget; exercise all other powers and duties granted to the public employer by law.

Except for discipline, suspension and discharge, the rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 5
SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 6
GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. For purposes of this Article, the word employee(s) shall also mean and include the Employee Organization/Union. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

A. Informal: An employee(s) shall discuss a complaint or problem orally with his/her immediate supervisor within seven (7) working days following its occurrence in an effort to resolve the problem in an informal manner.

B. Grievance Steps:
Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee(s) and/or the Union shall present a grievance in writing to the employee's immediate supervisor within seven (7) working days following the oral discussion. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts as they know them to be. Within seven (7) working days after this Step 1 meeting, the supervisor will answer the grievance in writing.

Step 2. If the aggrieved employee(s) is not satisfied with the supervisor=s answer at Step 1, the aggrieved employee(s) and/or Union shall present the grievance in writing to the County Engineer within seven (7) working days of the supervisor=s answer. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts and witnesses as they know them to be. Within seven (7) working days after the Step 2 meeting, the County Engineer will answer the grievance in writing and state all facts and witnesses as he/she knows them to be.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within seven (7) working days after the date of the County Engineer's answer given in Step 2.

An aggrieved employee may elect not to have a Union representative present at the grievance meeting(s).

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was known. 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 Step 1 is not timely answered by the Employer, it shall be automatically be referred to Step 2.

ARBITRATION:

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service, Public Employment Relation Board, or the American Arbitration Association 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, the parties will alternately eliminate names from the list, with the parities flipping a coin to see who strikes first.

After each party has eliminated the name 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 hear and decide the pending case.

The fees and expenses of the arbitrator will be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change or amend the terms, conditions, or applications of the collective bargaining agreement. The arbitrator's decision shall be binding on both parties.

The time limits at any step in the grievance and arbitration process may be extended on a specific case basis, upon written mutual agreement of the Union and Employer.

In the event that any employee takes action on any complaint in any other forum, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding this issue.

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.

The processing and investigation of grievances may be done during work time with prior approval of the County Engineer. The aggrieved employee and all county-employed witnesses shall be granted time off with pay to attend a grievance meeting or hearing.

ARTICLE 7
SENIORITY

Seniority means an employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a bargaining unit wide basis.

If more than one employee has the same date of hire with the County, the employee's Social Security number will determine the most senior employee. Using the last two (2) numbers, the employee with the lowest number will be the most senior employee.

A probationary employee is an employee who has not yet completed three (3) consecutive months of service with employer. If the employer and employee agree, the probationary period can be extended for any period up to a maximum of three (3) months. A probationary employee may be disciplined or discharged by the Engineer without cause and without recourse to the grievance procedure. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

(A) Employee quits.

(B) Employee is discharged.

(C)The employee engages in other paid work while on sick leave, or giving false reason for obtaining a leave of absence.

(D) Failure to report to work at the end of a leave of absence.

(E) Failure to report to work on the agreed date (See Article 8) after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer's records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.

(F) Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year.

(G) Employee retires.

(H) An employee is absent from work for any reason for over one (1) year or for a period of time equal to his/her seniority, whichever is shorter. This may be extended at the discretion of the County Engineer.

If an employee is transferred out of the bargaining unit, his/her seniority will be frozen.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

The Union shall be furnished with a seniority list of all employees covered by this Agreement.

ARTICLE 8
STAFF REDUCTION

When the working force is to be reduced due to layoff, all temporary, part-time and probationary employees shall be reduced first and shall have no recall rights. In the event there are no such employees or such employees have already been laid off and further reductions are to be made, the employee with the least seniority in the job classification affected shall be the first removed. The employee removed from the job classification can then replace a junior employee in any job classification, if qualified to perform the work available. The bumping process will continue in this manner until the junior employee last bumped shall be laid off. On recall from lay off employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee will have a minimum of fourteen (14) days to report to work after receipt of notice of recall, unless otherwise mutually agreed to.

ARTICLE 9
JOB CLASSIFICATION OPENINGS

No permanent vacancy or newly created job classification in the bargaining unit shall be filled by hire or promotion until such vacancy has been advertised/posted for a period of ten (10) working days, plus written notice to the unit employees, and present employees have had the opportunity to apply for such position and have their written application considered. The Employer will indicate on the job opening the minimum qualifications and experience required.

The Employer will consider the applicant's qualifications and ability to perform. If the employee is qualified and has the required experience and the ability to satisfactorily perform the work required, as determined by the Employer, the most senior applicant shall be selected for the opening.

ARTICLE 10
HOURS OF WORK

The work week is established as commencing at 12:01 a.m. Sunday and ending at 12:00 p.m. Saturday. The base working period of the work week shall be eight (8) hours per day commencing at 7:30 a.m. and ending at 4:00 p.m., Monday through Friday, with a one-half hour lunch period, making a forty (40) hour work week.

The base work period of the work week, beginning with the work week that contains May 1 and continuing through Labor Day, shall be ten (10) hours per day commencing at 6:30 a.m. and ending at 5:00 p.m., Monday through Thursday, with a one-half hour lunch period making a forty (40) hour work week. This work schedule shall be by mutual agreement of the parties, but the work schedule will remain in effect for the duration of this contract.

One (1) fifteen (15) minute break is allowed during each one-half (2) work day. Rest periods shall not be used to lengthen lunch hour or shorten work hours.

ARTICLE 11
OVERTIME

All overtime work allowed, over forty (40) hours per week, shall be paid for at one and one-half (1 1/2) times the regular hourly rate. Before any overtime is or can be worked, the employee must receive prior permission of the County Engineer or designee. Time worked on Sundays and holidays shall be considered overtime work and paid for at one and one-half (1 1/2) times the regular hourly rate.

Holiday hours will count as time worked for the purpose of computing overtime.

An employee called back from home to work after working their regular shift shall receive a minimum of two (2) hours pay at the overtime rate.

The assignment of overtime work shall be distributed as equally as possible, with the employee normally assigned the duties that require overtime work being the first called. In any event, an employee assigned overtime work will be allowed to complete their normal workday/workweek.

Compensatory Time - Eligible employees may accrue compensatory time at the rate of one and one-half (1 1/2) hours for each hour of overtime. The maximum number of hours that an employee may accrue is forty (40) hours. Once an employee reaches the maximum of forty (40) hours, overtime will be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. An employee shall select whether they want to receive compensatory time or overtime pay for the next year during the county's open enrollment period.

Employees called out to work or who perform work outside of the base working period of the work week shall be allowed to complete their base working period and/or work week.

ARTICLE 12
HOLIDAYS

Full-time employees, and part-time employees on a pro rata basis, 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, Day after Thanksgiving, and two (2) days at Christmas. Specific dates for each holiday will be determined by the Board of Supervisors at the beginning of the year. Any additional holiday recognized by the Board will be added to the Agreement.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and first full scheduled workday immediately after each holiday unless on an excused absence. An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

Employees will be allowed to go home at two o-clock (2:00 p.m.) on New Year's Eve Day, December 31. This time off is allowed only if December 31 falls on a Monday through Friday.

An employee who wishes to observe religious holidays of their faith will be permitted absence from work with compensation, providing previous arrangements are made with the Engineer establishing an alternate work time. If an alternate work period cannot be arranged, an absence will be charged to vacation leave or to leave without pay.

A recognized holiday is to be paid for at the employee's normal daily rate of pay. An employee required to work on any recognized holiday shall be paid the normal daily rate of pay for the holiday plus time and one-half (1 1/2) for all hours worked on the holiday except hours worked which exceed an employee's normal scheduled hours will be paid at double time.

ARTICLE 13
VACATIONS

Full-time employees and part-time employees, on a pro rata basis, shall be entitled to paid vacations as follows:

After one (1) year of continuous service, eighty (80) hours.

After five (5) years of continuous service, one hundred twenty (120) hours.

After ten (10) years of continuous service, one hundred sixty (160) hours.

In addition to their annual allotment, up to forty (40) hours of vacation time can be carried over from one year to the next.

Vacation requests should be made as soon as possible. The scheduling of vacation leave must have prior approval of the County Engineer or designee. The County Engineer may require the rescheduling of vacation leave only when, in his judgement, it is absolutely necessary. Vacation time will normally be taken in weekly increments. Vacations of shorter duration must be approved by the County Engineer or designee and will normally require a three (3) day notice.

Vacation leave shall be computed on an hourly basis and credited to each employee's account once each pay period. Employees resigning or terminated before they have completed six (6) months of continuous employment will not be eligible for any vacation benefits. Employees shall not be eligible for vacation leave until completion of six (6) months of continuous employment. Thereafter, an employee will be eligible for any vacation leave they have accrued.
Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work. An employee shall not accrue vacation leave during periods of temporary layoff, suspension, or leave without pay.

Any full-time or part-time employee separated from County employment by reduction in force, resignation, death, or otherwise, shall be paid or have payment made to his/her estate or legal beneficiary in the amount of any unused vacation leave earned.

ARTICLE 14
SICK LEAVE

Accumulation. Sick leave shall be accrued by full-time employee, or a part-time employee on a pro rata basis, at the rate of one and one-half (1 1/2) days for each month to a total of nine hundred sixty (960) hours.

Use of sick leave. Accumulated sick leave may be used for a disabling or confining personal illness, injury, or pregnancy, including on the job injury, job related illness or disability. A medical doctor's written verification of illness or injury may be required at any time.

Sick leave shall be taken in increments of at least one (1) hour at time.

Notification. When absences due to sickness are necessitated, the employee shall normally notify the County Engineer or designee no later than the time the work day is to commence. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Worker's Compensation. An employee may use sick leave, to the extent it is available, for an on-the-job injury/illness or disability. If an employee so elects to use sick leave in any period for which an employee is receiving Worker's Compensation benefits for an on-the-job injury/illness for the employer, the employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period of sick leave under this contract, if the injury or disability had not been compensable. During the statutory waiting period, an employee may choose to use sick leave to the extent it is available. Any amount paid to an employee under this section shall be chargeable against the employee's sick leave. After all sick leave is used, an employee may elect to use any available compensatory or vacation time accumulated.

Any period of illness during a period of approved vacation shall be charged to sick leave, provided the employee has a written certificate from a practicing licensed physician, osteopath, or a dentist stating the duration of the illness and the time period that the employee would not have been able to work. The number of days to be credited to the employee's accrued vacation time will be based on the physician's statement.

All sick leave shall expire on the date of separation from the County and no employee shall be reimbursed for sick leave outstanding at the time of such separation.

Family Illness. The Employer may allow the use of sick leave to take care of an employee's immediate family (parents, spouse, child) for medical reasons. This use of sick leave shall not exceed forty (40) hours per calendar year.

Sick Leave Bank - The County will cooperate in the establishment of a voluntary sick leave bank. Employees who have been employed by the County for at least two years, are eligible to participate subject to the following procedures and conditions:

Employees enrolling in the bank will individually donate one day of their available sick leave to the sick leave bank at the beginning of each fiscal year.

Employees may withdraw days from the sick leave bank for any reason in which sick leave would be available.

If, at any time, the sick leave bank is depleted, those participating in the bank will be assessed an additional day.

Employees who withdraw from membership in the sick leave bank shall not be able to withdraw the days they previously contributed.

Employees will not be able to withdraw days from the bank until such a time as their available sick leave has been depleted.

Employees withdrawing sick leave from the bank are not required to replace those days.

A doctor's certification will be required as a prerequisite to withdrawing days from the bank.

If an employee receives short term or long term disability benefits from the county's short term or long term disability carrier, the employee becomes ineligible to further withdraw sick leave from the bank until such a time as the employee returns to work with the county.

ARTICLE 15
FAMILY DEATH

A full-time employee, or part-time employee on a pro rata basis, shall be granted up to forty (40) hours leave of absence with pay for attendance at the funeral and other related functions in the event of death of employee's spouse, child, parent, step-parent, parent-in-law, brother, or sister. In the event of death of a grandparent, grandchild, brother-in-law, or sister-in-law, an employee may be allowed time off with pay, not to exceed twenty-four (24) hours.

Employees will be granted one-half day with pay when attending funeral services for fellow road workers or their wives and fellow retired workers.

In the event of death of an employee's son-in-law or daughter-in-law, an employee will be allowed time off with pay not to exceed eight (8) hours.

ARTICLE 16
MILITARY LEAVE

The employee, upon showing appropriate orders to the County Engineer, shall be granted a military leave in accordance with Iowa Code, Section 29A.28 and the Federal Selective Service Act. Under the Iowa Code an employee shall receive a paid leave of absence for up to thirty (30) days per fiscal year. At the employee's option, an employee commencing a military leave of absence of more than ninety (90) days shall be paid in a lump sum for all accrued vacation leave. An employee must return to work within thirty (30) days after this military obligation has expired in order to obtain their reinstatement rights.

The County Engineer, with approval from the Board of Supervisors, may grant additional time to employees when sufficient cause warrants an extension.

ARTICLE 17
JURY DUTY LEAVE

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, except for mileage and meal expense, when the employee's scheduled working hours and jury duty conflict. Every effort will be made to excuse the employee from work duty if his/her scheduled working hours and jury duty conflict. When released from jury duty during working hours, the employee will report to work within two (2) hours.

ARTICLE 18
UNPAID LEAVE OF ABSENCE

The County Engineer may grant a leave of absence for a reasonable purpose not to exceed three (3) consecutive calendar months. The County Engineer may extend this leave in writing every three (3) months under extenuating circumstances. In either case, the employee shall be reinstated into the same or similar position if they are medically able and will receive full credit for previous employment prior to leave of absence. (Example: This could include times for extended vacations, cases of extreme sickness, religious or educational pursuits, etc.)

In the event the employee does not return to work within five (5) working days after the unpaid leave has expired, they will lose all reinstatement rights as outlined above.

A request for leave shall be in writing and shall include the beginning date, duration and reasons for the leave. All requests must be submitted prior to the beginning day of the leave.

ARTICLE 19
EMERGENCY LEAVE

The County Engineer may grant an employee time off from their duties without compensation for personal reasons for a period not to exceed forty (40) hours, depending upon the seriousness of the problem.

ARTICLE 20
FAMILY AND MEDICAL LEAVE

Employees who have at least one year of service with Story County and who have worked at least 1,250 hours in the previous twelve-month period may take an unpaid leave of up to twelve weeks for the following reasons:

1. Birth of a child
2. Placement of a child for adoption or foster care
3. Care of an ill spouse, parent, or child
4. Illness of the employee

Employees may elect, however, to use vacation or sick leave as part of the twelve-week family leave. In no event will the total amount of the leave be permitted to exceed twelve continuous weeks without prior approval of the County Engineer or Board of Supervisors.

Employees on family leave will have their health insurance continued in the same manner as if leave was not taken. Employees who are required to contribute part of the cost of health insurance will need to make arrangements with the County for timely payments of premiums.

Employees requesting leave must provide thirty days written notice when possible. In addition, employees must indicate the date they expect to return to work.

FOR PURPOSES OF CLARIFICATION: The definition of family for family sick leave, family medical leave, and funeral leave policy purposes is: biological, adopted, or foster child, stepchild, a legal ward, or a person age 18 or older and incapable of self-care because of mental or physical disability.

ARTICLE 21
DUES CHECKOFF

The Employer will make deductions twice a month from the wages of each employee covered by this agreement if the employee provides the Employer with a written authorization. The deductions will be for Union dues in the amounts certified in such authorization or as the same may be modified by written notification from the Union. The Employer will remit such money to the Treasurer of the Union no later than fifteen (15) days after the money has been withheld. The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this paragraph.

The Employer may agree, upon appropriate written authorization from an employee, to make deductions for other purposes as conditions permit. The Employer will make deductions in the amount certified in such authorization, and will remit said deducted sum to the payee designated by the employee.

An authorization may be revoked by an employee at any time upon thirty (30) days written notice to the County Auditor and to the Union and shall automatically be canceled upon termination of employment.

ARTICLE 22
INSURANCE

The Employer agrees to provide the same monthly dollar amount for each eligible regular full-time or regular three-quarter time employee covered by this Agreement as provided other County employees for a benefits package. In no event will this monthly dollar amount be less than five hundred fifty ($550.00) dollars per month.

Prior to any change in the benefit package or any change in carriers, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the benefit package or as to carriers shall be made by the Employer.

The benefit package referred to in this contract shall be subject to all terms and conditions of the contract with the benefit providers selected by the Employer.

Wellness programs will be offered as an option, based on fund availability, under the flex benefit program.

ARTICLE 23
EARLY RETIREMENT

Effective July 1, 1995, Story County will provide payment of a single health insurance plan for county employees who wish to retire early and retain their group health insurance coverage. Employees who carry family coverage may continue family coverage by paying the difference between single and family premium rates. Premiums will be paid according to the following formula:

YEARS OF EMPLOYMENT	SINGLE PREMIUMS PAID
Ten	12 months
Fifteen	18 months
Twenty	24 months
Twenty-five	30 months
Thirty	36 months

The family coverage option is available for the same amount of time as county single paid premium.

County paid health insurance payments will cease when an employee becomes eligible for Medicare.

ARTICLE 24
TRAINING AND EDUCATIONAL REIMBURSEMENT

The County Board of Supervisors encourages the development of each employee to their fullest potential. Participation in and successful completion of special training programs in job related courses is encouraged.

Expenses for food, travel, tuition and lodging incurred will be reimbursed. Costs incurred for mileage and tuition by an employee will be reimbursed. All reimbursable costs shall be approved by the County Engineer.

ARTICLE 25
STEWARD

The Employer recognizes the Union's right to have a minimum of two (2) Stewards.

In an Employer-Employee meeting which is investigative or could result in employee discipline, or the Steward or Union Representative is present at meeting(s) outlined in the grievance procedure, the employee will not suffer any lost time during working hours for the time involved.

An employee may request the presence of a Steward or Union Representative at any Employer-Employee meeting or during meetings outlined in the grievance procedure. The Steward will not suffer any lost time during working hours for the time involved. If the Steward is on paid time-off (i.e., vacation, compensatory time, etc.) during the period in which the meeting(s) is required to be conducted by the Employer, the Steward shall be paid at the regular hourly rate and paid the time-off account shall be credited to the employee.

Employees shall not be required to provide any written or tape recorded statement.

ARTICLE 26
HEALTH AND SAFETY

All employees shall report all injuries, no matter how slight, to their immediate supervisor at once.

All employees shall report any unsafe condition, unsafe work procedure or act to their immediate supervisor.

All employees shall use all safety devices provided for personal protection.

All employees shall follow all laws of the road when driving county vehicles, including but not limited to applicable speed limits.

The parties agreed to develop a Labor Management Committee to discuss the issue of uniforms and jointly determine the type of uniforms to be worn and all applicable rules concerning their use. The total number and type of uniform items that an employee shall possess at any one time is attached herewith, marked Appendix B and by this reference made a part hereof. The basis uniform will consist of an orange ("DOT" – "Safety Orange") shirt with logo; long khaki or blue pants or blue jeans; hat or stocking cap with logo and outer/seasonal (orange or brown) wear. An employee shall be considered to be in uniform so long as one (1) logo is exposed, however, employees are expected to wear an orange shirt. Personal hats/caps can be worn. The various uniform items shall be chosen for purchase by employees from the attached list of vendors and charged to the County in an amount not to exceed $500.00 per contract year. While it is understood that the $500.00 will not "cover" all of the various uniform items in any given year, it is the parties goal to have outer wear, with logo, worn by employees by January 1, 2004.

Each employee will be required to wear safety-toed boots and shall be allowed up to $200.00 per year for the purchase of the safety-toed boots. Receipts must be submitted by June 1 of each year for reimbursement.

The parties will work together to mutually determine where short-sleeved T-Shirts will be purchased so as to achieve the best cost savings. Any other shirts can be purchased from any other approved vendor.

ARTICLE 27
BULLETIN BOARDS

The Union shall be permitted to post official Union notices on bulletin boards in county shops. Said notice(s) must be signed by a Union officer or the Business Representative of Local Union 2003.

ARTICLE 28
UNIT WORK

Supervisors and non-bargaining unit employees can perform unit work for purposes of instruction, demonstration, training, resolving operational difficulties, and in emergency situations.

ARTICLE 29
GENERAL CONDITIONS

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.

The Employer shall post a copy of this Agreement in appropriate places, including the office and out-shops.

ARTICLE 30
COMPENSATION

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.

Any employee whose pay is in dispute, or his/her representative, shall have the right to examine the time sheets and other records pertaining to the compensation of pay of that employee at reasonable times.

Employees shall be paid every other Friday unless that Friday is a holiday, in which case the payday is the last administration business day before. The payroll cut-off day shall be the Saturday immediately preceding the payday.

All employees must file, each two (2) weeks, the required daily record of hours worked each day and also the location and nature of the work performed and shall sign this report. The daily record requires a signature before payment will be allowed.

If an employee is required to work in a higher rated job classification and once an employee has accumulated one hundred twenty (120) hours in a higher rate job classification, the employee shall receive the rate for the higher classification. An employee temporarily required to work in a lower rated classification will not suffer a reduction in pay.

ARTICLE 31
LONGEVITY PAY

In addition to the regular hourly rates established, additional compensation will be granted on the following basis:

Longevity schedule beginning July 1, 2001:

5 years	$.12	16 years	$.23	27 years	$.34
6 years	$.13	17 years	$.24	28 years	$.35
7 years	$.14	18 years	$.25	29 years	$.36
8 years	$.15	19 years	$.26	30 years	$.37
9 years	$.16	20 years	$.27	31 years	$.38
10 years	$.17	21 years	$.28	32 years	$.39
11 years	$.18	22 years	$.29	33 years	$.40
12 years	$.19	23 years	$.30	34 years	$.41
13 years	$.20	24 years	$.31	35 years	$.42
14 years	$.21	25 years	$.32		
15 years	$.22	26 years	$.33		

Longevity schedule beginning July 1, 2002:

5 years	$.17	16 years	$.28	27 years	$.39
6 years	$.18	17 years	$.29	28 years	$.40
7 years	$.19	18 years	$.30	29 years	$.41
8 years	$.20	19 years	$.31	30 years	$.42
9 years	$.21	20 years	$.32	31 years	$.43
10 years	$.22	21 years	$.33	32 years	$.44
11 years	$.23	22 years	$.34	33 years	$.45
12 years	$.24	23 years	$.35	34 years	$.46
13 years	$.25	24 years	$.36	35 years	$.47
14 years	$.26	25 years	$.37		
15 years	$.27	26 years	$.38		

Longevity is based on an employee's anniversary date and is based on continuous full-time service. Longevity pay increases will become effective the first full pay period following an employee's anniversary date.

ARTICLE 32
EFFECTIVE PERIOD

This agreement shall be effective July 1, 2006 and shall continue through June 30, 2008, except wages and Article 22 shall be open in the second year of the agreement (July 2007).

This agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification shall cause a written notice to be served on the other party by October 15 of the year prior to the time when modification is desired.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 9th day of June, 2006.

STORY COUNTY

BY Wayne E. Clenton, Chair
BOARD OF SUPERVISORS

BY Sherry Howard
ADMINISTRATIVE OFFICER

PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL 2003, IBPAT

BY
BARGAINING UNIT MEMBER

BY
BARGAINING UNIT MEMBER

BY
BARGAINING UNIT MEMBER

BY
BUSINESS REPRESENTATIVE