MASTER CONTRACT

BETWEEN

WOODBURY COUNTY, IOWA

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 61 LOCAL 3462, WOODBURY COUNTY COURTHOUSE EMPLOYEES

FOR July 1, 2013 to June 30, 2016

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ARTICLE I
Definitions

Section 1 Full-Time Employee

A regular full-time employee is an employee who works forty (40) hours per week year round.

Section 2 Part-Time Employee

A regular part-time employee is an employee who works less than forty (40) hours per week year round.

Section 3 Temporary Employee

A temporary employee is an employee hired to work for a limited period of time not to exceed one hundred twenty (120) calendar days per year.

Section 4 Act

The Iowa Public Employment Relations Act.

Section 5 Board

The members of the Woodbury County Board of Supervisors.

Section 6 County

Woodbury County, Iowa

Section 7 Employees

Individuals employed by the County in the bargaining unit identified in PERB Case Nos. 3337 and 3661.

Section 8 Employer

Woodbury County, Iowa, acting through its Board of Supervisors, or such elected officials, department heads or other persons designated by the Board of Supervisors to act on its behalf.

Section 9 PERB

The Iowa Public Employment Relations Board.

Section 10 Union

The American Federation of State, County and Municipal Employees, Iowa Public Employee Council 61, AFL-CIO, and its appropriate affiliated local.

ARTICLE II
Union Stewards and Union Leave

Section 1 Union Stewards

Employees selected by the Union to act as Union representatives shall be known as "Stewards". One Steward shall be designated by the Union as the "Chief Steward". The names of the employees so selected (including the alternates designated to act in their absence) and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the Union. The Union will also certify the names of the members, not to exceed five (5) in number, who will constitute the Union Committee for the purpose of Labor-Management meetings.

Except for the time approved for the processing of grievances under Article IV, Section 6, Union Stewards will perform all of the duties related to their position as Union Steward during non-work times. If the performance of their Union Steward duties involves another bargaining unit employee, then the duties shall be performed during non-work times for both employees.

Section 2 Union Representatives

The Union shall advise the Employer in writing as to its International Union Representative and/or Council Representative assigned to represent the bargaining unit. Such Union Representative or other person authorized by the Union may visit bargaining unit job sites for the purpose of verifying Employer compliance with this agreement. Representatives shall conduct their activities in such a manner as to not unreasonably interfere with the Employer's operations.

Section 3 Union Leave

Any employee chosen by the Union to serve as a delegate to a labor convention or to participate in a Union seminar shall be granted an unpaid leave of absence to attend the convention or seminar. Not more than twenty (20) working days shall be granted collectively to all employees for Union leave. Not more than two (2) employees from this bargaining unit shall be granted Union leave at any one time. Union leave shall be granted unless in the judgment of the Department Head the leave would interfere with the department's ability to perform its responsibilities.

While on approved Union leave, the employee will continue to accrue all benefits, and the Employer shall continue to pay the employee's wages, the Employer's share of all insurances and retirement. Upon the written request to AFSCME/Iowa Council 61, the Employer shall receive reimbursement from the Union within fifteen (15) calendar days following the date of paycheck issuance for gross wages to include payroll taxes and the Employer's share of retirement contributions paid during the period of Union leave. Failure to reimburse the Employer in accordance with this provision shall nullify this subsection for the remaining term of this Agreement.

Section 4 Bulletin Boards

The Union shall be allowed to use a designated bulletin board for the posting of information to the employees in the unit.

Section 5 Discrimination

The parties agree that their respective policies consistent with the Code of Iowa will not violate the rights or discriminate against any employee covered by this Agreement because of age, race, sex, creed, color, national origin or disability. If an employee files a discrimination complaint with a governmental agency, then the employer shall not be required to process a grievance related to such complaint.

ARTICLE III
Dues Deduction

Section 1 Deduction Authorized

In accordance with the provisions of this Article, the Employer shall deduct certified regular monthly Union dues and fees from the pay of each employee, provided that at the time of such deduction the Employer has in its possession a written authorization executed by the employee on the form provided by the Union.

Section 2 Effective Date

The effective date of the written authorization shall be the first day of the payroll period immediately following receipt of the form provided by the Union.

Such orders shall be terminable with written notice to the Employer and the Union within a two-week period following the anniversary date of the Employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

Section 3 Remitting of Dues

Within fifteen (15) days from the pay date of such payroll deductions, the Employer shall remit the amounts thereof showing the names, address, social security number and amount of dues withheld, of employees to AFSCME/IOWA Council 61.

Section 4 Indemnification

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments arising out of the operation of this Article.

Section 5 Payment Problems

The Employer shall check off only certified monthly dues and fees for the payroll period involved. If the pay of the employee is insufficient to permit such check-off, such dues and fees shall not be deducted from subsequent pay periods. In such event, it shall be the Union's responsibility to collect these dues and fees from the employee.

If the Employer deducts dues and fees pursuant to the provisions of this Agreement and the Employer has made a duplicate payment to the Union directly, it shall be the responsibility of the employee to collect such duplicate payment from the Union.

Section 6 PEOPLE Deduction

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Employer and the Union. The Employer agrees to remit any deduction made pursuant to this provision, within fifteen (15) days from the pay date of such payroll deductions, the Employer shall remit any deduction with a list showing the names, address, social security number and amount of the deduction withheld from the employees to AFSCME/Iowa Council 61.

ARTICLE IV
Grievance Procedures

Section 1 Definitions

A grievance is a claim that there has been a violation, misinterpretation, or a misapplication of a specific provision of this Agreement.

"Days" means calendar days. If the last calendar day on which action is required to be taken is a holiday, than the time limit shall be extended to the next calendar day, which is not a Saturday or Sunday, following the holiday.

A "grievant" is the employee or group of employees filing the grievance.

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the Department Head and/or designee (on forms furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved Employee shall have the right to a Union Representative appointed by the Union at all steps of the grievance procedure.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization and in the case of an employee's grievance only with the approval of the public employee.

The employee and/or steward are encouraged during the fourteen (14) days filing period to discuss and attempt to resolve the grievance prior to writing out the grievance. All grievances must be presented promptly and no later than fourteen (14) days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

Section 2 Time Limits

If a grievance is not presented within any of the time limits specified in this article, it shall be waived and the Employer's last answer shall be final and binding. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure will be considered as having been denied and the grievance will be automatically appealed to the next step. In order to be considered timely, a hearing regarding a grievance which is appealed to arbitration via the Board of Supervisors must be scheduled no later than sixty (60) days from the date the grievance was appealed to arbitration.

If an arbitration hearing is not held within the above mentioned sixty (60) days, the grievance will be considered denied. Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 3 Procedures

All grievances will be handled in accordance with the following procedures:

Step One. Within seven (7) days of receipt of the written grievance from the employee or his/her Union Representative, the Department Head and/or designee shall schedule a meeting with the appropriate Union Representative and Grievant and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Department Head and/or designee and returned to the employee and his/her Union Representative within fourteen (14) days from the receipt of the written grievance submitted to the Department Head or designee.

Step Two. If the grievance is not settled in Step One, it may be appealed by the grievant, or his/her Union Representative, to the Board within twenty-one (21) days after the written answer of the Department Head and/or designee. The Board shall meet and attempt to resolve the grievance with the appropriate Union Representative and Grievant within twenty-one (21) days after the appeal is received by the Board. The Board shall render a decision to the grievant and his/her Union Representative within fourteen (14) days following the meeting with the grievant.

Section 4 Appeal to Arbitration

Any grievance not settled to the satisfaction of the Union in Step Two of the grievance procedure may be appealed to arbitration, providing the appeal to arbitration is in writing to the other party. An employee may not appeal to arbitration without the approval of the Union. This appeal must be made within thirty (30) days after the date upon which the Board issued a final answer in the Second Step of the grievance procedure.

Section 5 Arbitration

Within seven (7) days from the date of the receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agree upon an arbitrator or the parties or party, acting jointly or separately, shall request the PERB to submit a list of five (5) arbitrators

from which one (1) arbitrator shall be selected to hear and decide the grievance. The Employer and the Union shall meet within seven (7) days from receipt of said list and alternately strike four (4) names from the submitted list, and the person whose name is left shall be the arbitrator, provided however, the Union and the Employer may mutually agree that the list of proposed arbitrators is unacceptable and will thereafter jointly petition the PERB for a new list of five (5) arbitrators. The party making the first strike shall be determined by a flip of a coin.

The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes. However, he shall have no power to change or amend the terms, conditions or applications of this agreement or any other agreement made supplementary hereto. The decision reached by the arbitrator shall be final and binding upon the parties. Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) calendar days from the date the hearing terminates.

If two (2) or more grievances are appealed to arbitration, the parties will attempt to agree upon a single arbitrator to hear the grievances. If the parties fail to agree to combine the grievances, then each grievance will be submitted to a separate arbitrator.

The fees and expenses of the arbitrator will be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same. Such cost shall include a copy of the transcript for the arbitrator and the non-requesting party should either or both of them desire the same. Each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The arbitrators shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

Section 6 Processing Grievances

If the employee's Supervisor and the Union Representative's Supervisor agree, grievances may be, but are not required to be, processed during regular working hours without loss of pay.

Processing grievances shall be defined as investigating grievances, filing grievances, and attending any step 1 or 2 meetings regarding grievances. However, only one (1) local Union grievance representative will be in pay status for any one grievance. Whenever possible the Union representatives will provide twenty-four (24) hours notice to their supervisor. Further, in a group grievance, only one (1) of the grievants shall be in pay status as spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved.) The employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment.

Notwithstanding the foregoing provisions of this Section, the Employer agrees to conduct all grievance meetings involving second or third shift employees either during the shift or at a time which is contiguous to the employee's shift. The Employer is not responsible for any compensation of second or third shift employees for such grievance meetings unless the Employer specifically requests or if the parties mutually agree that the grievant attend the hearing in which case the grievant shall be compensated for the actual time spent in such hearing at his/her regular hourly rate and shall not be counted as hours worked for purposes of computing overtime.

Section 7 Exclusive Procedure

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

Section 8 Exclusion of Grievant

An aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party the grievance shall be processed in the absence of the aggrieved employee and the Union will be allowed one (1) representative in pay status.

Section 9 Retroactivity

Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than twenty-four (24) days prior to the date of initiation of the written grievance in Step One.

Section 10 Number of Stewards

For information purposes only, the Union shall provide the Human Resources Director of Woodbury County with a written list setting forth the names of the Stewards.

The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

Section 11 Discipline and Discharge

The Union recognizes the right of the employer to suspend, discharge or take other appropriate disciplinary action for just cause. The employer agrees to use progressive discipline where appropriate.

The intention to take disciplinary action shall be reported to the Director of Human Resources prior to taking any action. The Director of the Human Resources shall inform the Union prior to any disciplinary action being taken. However, the employer may immediately suspend an employee with pay while an investigation is pending.

Any disciplinary action may be processed as a grievance through the grievance procedure. A grievance based on a suspension without pay or discharge shall begin with the second step of the grievance procedure. Grievances of all other disciplinary actions shall begin with the first step of the grievance procedure.

ARTICLE V
Seniority

Section 1 Definition of Seniority

Seniority is defined as an employee's length of continuous service with the County, since their date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a permanent position.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 2 Seniority Records

The seniority records for employees shall be maintained by the Employer, shall be provided to the Union, and shall be updated annually. A similar list will be posted on all bulletin boards where bargaining unit personnel are employed. Objections to the list may be filed as a grievance, and corrections will be made appropriately.

Section 3 Termination of Seniority

An employee shall lose seniority and the employment relationship shall be terminated in the following cases: (a) employee quits; (b) employee is discharged; (c) employee fails to report to work at the end of leave of absence; or (d) employee retires. Provided further that layoff of two (2) years or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary total disability benefits under the Iowa Worker's Compensation Act, not to exceed one year, shall not constitute a break or interruption in service within the meaning of this Article.

Section 4 Probationary Period

For purposes of this contract the probationary period for new employees shall be one hundred and eighty (180) calendar days. This probationary period shall begin to run from the first day of the employee's service as a permanent employee and may be extended by the Department Head, at his/her discretion, for an additional period of one hundred and eighty (180) consecutive calendar days. If an employee's probationary period is extended, the Department Head shall provide the employee with a written explanation of the reason(s) for the extension.

ARTICLE VI
Staff Reduction Procedures

Section 1 Classification

For purposes of these procedures, employees will be classified by job classification within their department as defined in Article VII, Section 1, Transfer Procedures.

Section 2 Procedures

If the Department Head decides to lay employees off or reduce the hours of employment, the least senior employee in the affected job classification in the Department shall be laid off or shall have their hours reduced first. Provided they have more seniority than the employee being displaced, laid off employees or employees whose hours have been reduced shall have the right to displace the least senior employee in another job classification in their Department or the least senior employee in another Department provided they meet the minimum job requirements as specified in the job description to perform the work in that classification or are working in that classification at the time of layoff. The Department Head may not lay off or reduce the hours of any regular full-time or regular part-time employees until they have eliminated all positions in the classification in the following order: temporary and probationary.

Section 3 Recall

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. Laid off employees shall have recall rights for two (2) years from the effective date of their layoff.

Employees shall be entitled to be recalled to a vacancy in the position in which they were employed at the time of layoff and to any position in another Department provided they meet the minimum job requirements as specified in the job description to perform the work in that position.

A copy of all vacancies posted during an employee's recall rights period shall be mailed to him/her by the Personnel Office by ordinary mail to the employee's address on file in the office of the Human Resources Director.

The Employer shall notify an employee of his/her recall in writing by certified mail to the employee's address on file in the office of the Human Resources Director. An employee's failure to report to work within ten (10) calendar days, excluding Saturdays, Sundays, and holidays, after receipt of the recall letter shall result in the termination of the employee's recall rights.

ARTICLE VII
Transfer Procedures

Section 1 Definition

"Transfer" means the movement of an employee within or between job classifications.

"Vacancy" means a newly created job or a permanent position that has been vacated.

"Department" means Board of Supervisor's, Attorney's, Auditor/Recorder's, Treasurer's, Sheriff's, the Planning and Zoning, the Secondary Roads and Building Services Offices.

Section 2 Temporary Transfer Procedures

The Employer shall have the right to temporarily transfer employees from one job to another when deemed necessary. The employee transferred will be the employee who has the least seniority in the job classification in the Department. Such temporary transfers shall not exceed thirty (30) calendar days. This thirty (30) day limitation does not apply when such transfer is made to replace an employee on an extended leave of absence. If the temporarily transferred employee is fully performing the duties of the position with a higher rate of pay than his/her permanent position for more than ten (10) working days during a contract year, the employee will be paid at the higher rate of pay, starting with the eleventh day, that he/she would have been paid if promoted to that position. The employee shall be notified in writing as to a transfer effected in conformance with the provisions of this section. Notification shall include the title and the rate of pay of the job to which temporarily transferred.

Section 3 Permanent Transfer Procedures

The Employer shall have the exclusive right to determine whether a vacancy exits and whether to fill a vacancy. If the Employer determines that a vacancy exists and will be filled, recall procedures shall be implemented, if applicable, before the vacancy is posted.

A. Transfers Within Departments

Notice of vacancies shall be posted in the Human Resources Department and in the Department in which the vacancy exists for at least ten (10) calendar days, excluding the day of posting.

The Department Head shall review all applicants, and any applicant who does not meet the requirements of the job description for the vacancy shall not be considered for transfer.

The Department Head shall have the discretion to post the vacancy only for applicants from within his/her Department or to post the vacancy for all applicants.

If the vacancy is posted within the Department, then the Department Head shall select the most senior qualified applicant from within the Department. If there is only one qualified applicant from within the Department, that employee shall be granted the transfer.

B. Transfers Between Departments

If the vacancy is posted for all applicants and if there are both applicants from within the Department and from within the bargaining unit outside the Department, then the Department Head shall have the option of selecting the most senior qualified applicant from within the Department or the most senior qualified applicant from within the bargaining unit.

C. Promotions/Hiring From Outside

If the vacancy is posted for all applicants and there are no qualified applicants from within the Department, then the Department Head shall have the option of selecting an applicant from within the bargaining unit or from outside the bargaining unit.

If the vacancy is filled from outside the bargaining unit, the Department Head shall, upon written request, provide a statement of reasons for the selection to the bargaining unit applicants who were not selected. The Department Head's decision to select an applicant from outside the bargaining unit shall not be arbitrary or capricious.

Section 4 Pay Grade Assignment

If an employee is transferred to a position having a higher pay grade, the employee will be placed on the step in the higher pay grade which is closest to and higher than the employee's current rate of pay and will then be advanced one (1) step beyond that step. If the step in the higher pay grade is equivalent to the employee's current rate of pay, the employee will be advanced two (2) steps beyond that step. If an employee is transferred to a position having the same or a lower pay grade, the employee's rate of pay will not change unless the rate exceeds the highest step rate in which case it will be lowered to the highest step rate.

If an employee is transferred to a position having a higher pay grade, the date of transfer will be come the eligibility date for future step increases. For all other transfers, the eligibility date for future step increases will not change.

Section 5 Disciplinary Temporary Transfer Procedures

The Employer shall have the right to temporarily transfer an employee from one office or job location to another for disciplinary reasons when the employer can document concerns over the employee's job performance. This temporary transfer shall not exceed six (6) months. The employee transferred will maintain his/her current rate of pay. The employee shall be notified in writing as to a transfer effected in conformance with the provisions of this section. This notice shall include the reasons for the temporary transfer and the location transferred to. The Employer shall also notify the Union whenever an employee is temporarily transferred, the notice shall also include the reason for the transfer. Temporary transfers may be grieved if the Union or the employee believes the transfer is being done without proper cause.

Any extensions of the six (6) month period must be mutually agreed to by the Union.

ARTICLE VIII
Hours of Work

Section 1 Daily Hours

This Article is intended to define the normal hours of work per day. Fluctuating or flexible work schedules may be allowed where there is mutual agreement between the employee and his/her Department Head.

The regular work day for full-time employees shall consist of eight (8) hours exclusive of the meal period. The regular work day for part-time employees shall be determined by the Department Head. The regular work week for full-time employees shall consist of forty (40) hours in a seven (7) day period.

Section 2 Change in Hours

Daily and weekly work schedules may be changed by the Department Head from time to time to meet the Department's requirements. Employees shall be given fourteen (14) calendar days notice, both orally and in writing, of any change in work schedules except in cases of emergency. Employees shall be required to work the hours scheduled by the Department Head, including all hours scheduled during any emergency or emergency situation. The existence of emergencies and emergency situations shall be determined by the Department Head. Work schedules may not be changed for the purpose of avoiding overtime unless the employee has been provided fourteen (14) work days notice.

The hours of full-time or part-time employees will not be reduced for the sole purpose of eliminating full-time or part-time benefits. This provision shall not affect the order or procedures for reduction of staff.

Section 3 Work Breaks

Each employee scheduled to work for eight (8) hours in one (1) day shall receive two (2) paid fifteen (15) minute breaks at times designated by his/her supervisor. All other employees shall receive one (1) paid fifteen (15) minute break at a time designated by his/her supervisor.

Section 4 Meal Periods

Employees shall be granted a one-half (1/2) hour meal period, or a forty-five (45) minute meal period, or a one (1) hour meal period, at the discretion of the Department Head. The meal period will be without pay and will be scheduled at the approximate middle of the shift.

Section 5 Shift Differential

The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of $0.50 per hour for any hours worked between 4:30 p.m. and 1:00 a.m. and a shift differential of $0.60 per hour for any hours worked between 1:00 a.m. and 8:30 a.m. Hours worked on a regular "day shift" schedule that normally begins prior to 8:30 a.m. or ends after 4:30 p.m. will not be eligible for shift differential. Shift differential will not be included in the calculation of overtime.

Section 6 Overtime

A. Definition

Work performed by all employees in excess of forty (40) hours in any week shall be overtime hours. The work week shall begin at 12:00 a.m. (midnight) on Monday and shall end the following Monday at 11:59 p.m.

B. Computation of Overtime

Holidays, paid sick leave days, vacation days, and all days or hours in pay status shall be counted as days worked in computing overtime. All other days on which an employee does not work shall not be counted as days worked in computing overtime.

C. Approval of Overtime

No employee shall be compensated for overtime work unless such work has been approved by the employee's supervisor.

D. Overtime Pay and Compensatory Time

Unless the employee and the supervisor agree that overtime hours will be compensated with time off, overtime hours shall be compensated in cash.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one-half (1 ½) hours for each hour of overtime employment. Compensatory time may be accumulated to a maximum of two hundred and forty (240) hours. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation. Accrued compensatory time off not used by June 10 shall be paid for in cash prior to July 1. Employees will be paid in cash for accrued compensatory time prior to transfer to a higher paying position.

Upon termination of employment, employees who have accrued compensatory time, shall be paid for unused compensatory time at a rate of compensation not less than:

(1) the average regular rate received by the employee during the last three (3) years of the individual's employment, or

(2) the final regular rate received by the employee, whichever is higher.
Employees who have accrued compensatory time off, may request the use of compensatory time and shall be permitted to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the Department.

E. Distribution of Overtime

Where overtime is approved, it shall be distributed equitably among employees in the same job classification by seniority on rotation with the understanding that nothing contained in this section shall prohibit the employer from assigning overtime on a given job to an employee already assigned to that specific task. The Employer will, as far as practicable, offer overtime based on seniority on a descending rotation. Employees will be allowed thirty (30) minutes to respond to offered overtime if time allows. Offered overtime declined shall be considered a rotation opportunity forfeited for the purpose of overtime distribution. The Employer will post the current schedule of rotation each week.

F. Overtime Breaks and Meal Periods

Employees who are scheduled to work less than four (4) hours overtime shall receive a fifteen (15) minute rest period before they commence work beyond their regular shift. If an employee is scheduled for overtime work which will extend four (4) hours beyond his/her regularly scheduled shift, a thirty (30) minute meal period will be provided at a time which is subject to the approval of the head of the shift.

Section 7 Call-Back Pay

Employees called back to work outside their normal workday shall be paid a minimum of two (2) hours at time and one-half (1 ½) and may be required to work up to two (2) hours on tasks related to the tasks for which they were called back to work or on tasks which would require a call back.

Section 8 On-Call Pay

One employee from the Building Services Maintenance Staff will be on active standby each week. The employee who is on active standby will carry a pager and will be available to be called back to work during all non-working hours for the week that he/she is on active standby. An employee on active standby who is actually called back to work will be compensated for the time actually worked as provided in the previous sections of this Article. Regardless of whether or not the employee is called back to work, he/she will receive the following compensation:

A. Effective July 1, 2008 the employee shall receive Seventy dollars and forty cents (70.40) per week as active standby pay in addition to his/her regular compensation. This is based upon one hundred and twenty eight (128) non-working hours per week at fifty-five cents ($0.55) per hour.

If an employee is not able to be on active standby for a full week, they will be compensated at the following rate:

A. Effective July 1, 2008 the employee shall receive fifty five cents ($0.55) per hour per normal non-working hour for the time that they are actually on active standby.

If an employee is not able to be on active standby for his/her full assigned week, it is his/her responsibility to find another Maintenance Staff employee to exchange times with them. Any time there is a change in the active standby roster, the employee initially assigned the active standby duty is responsible for informing the Department Head prior to the change.

ARTICLE IX
Wages and Fringe Benefits

Section 1 Wage Schedule

Employees shall be paid on the basis of the salary schedule attached as Appendix A.

Section 2 Wage Schedule Advancement

Employees shall automatically advance on the salary schedules follows:

Step 1	0 - 18 months
Step 2	19 - 30 months
Step 3	31 - 42 months
Step 4	43 - 60 months
Step 5	61 months and above

Employees will be advanced on the step effective on their anniversary date. All grievances relating exclusively to the anniversary date issue will be resolved by agreement to advance employees on their anniversary date. All other employees similarly situated will also be advanced.

Section 3 Wage Schedule Placement

Employees shall be placed upon the wage schedule based on the number of months they have been consecutively employed by the County from their date of hire and based upon Section 2 of this Article. Employees whose placement would result in a reduction in pay shall have their wages frozen.

Upon initial employment, credit may be given for previous experience in a comparable position, whether within or outside of the County, on the following basis:

a. 0 months to 18 months experience – Step 1

b. 19 months to 37 months experience – Step 2

c. 38 months or more experience – Step 3

The Union shall have the right to grieve any advance step placement, and any grievance relating to step placement shall be filed within twenty (20) working days of the employee's date of hire and shall be commenced at the second step of the grievance procedure. The Union has the right to request information necessary to investigate grievances. The Union maintains the right to request and receive any applicable information to investigate and process any such grievance.

Section 4 Paydays

Employees shall be paid on a bi-weekly basis, the payday shall be Friday. If the scheduled payday falls on a holiday, the payday will be the preceding County workday.

Section 5 Job Classifications and Pay Grades

Employees shall be classified as follows:

Pay Grade 1: Custodian (F/T & P/T, Day & Night Custodian)

Pay Grade 2: Lead Custodian, and Civil/Warrants Clerks

Pay Grade 3: Clerks II, and Secretary II,
Real Estate Clerk II, Tax Clerk II,
Motor Vehicle Clerk II, Election Clerk II,
Vital Statistics Clerk II, Building Services
Clerk II, Secondary Roads Clerk II, and
Maintenance Worker and Maintenance Painter

Pay Grade 4: Maintenance Technician, Senior Clerk (Real Estate, DNR/M.V., Tax)

Pay Grade 5: Bookkeeper, Clerk III, Legal Secretary III

Employees certified to perform asbestos work will receive an additional fifty ($0.50) cents per hour.

Section 6 Holidays Recognized

Regular full-time and part-time employees shall be granted the following holidays:

New Years Day	January 1
Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Following Fourth Thursday in November
Christmas Day	December 25
Floating Christmas Holiday	December 24, 2013 December 26, 2014 December 24, 2015
One Personal Holiday	See Section 12

Section 7 Observance of Holidays

The Board 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 a holiday, and if an aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.

Section 8 Eligibility for Holiday Pay

In order to be eligible for receiving holiday pay, an employee must be in pay status on the last scheduled work day before the holiday and on the first scheduled work day after the holiday. No employee who has been laid off, or discharged, or who is under suspension, will be eligible for holiday pay.

Section 9 Pay for Holidays

Regular full-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time up to a maximum of eight (8) hours for any one holiday. Regular part-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time prorated based upon their average daily hours of work.

Section 10 Holiday Premium Pay

When an employee is required by the Employer to work the holiday listed above, the Employer agrees to provide holiday premium pay at the rate of double time and one-half (2 1/2) the employee's regular rate. Holiday hours consist of all hours worked on a regularly scheduled shift for which at least half of the scheduled hours fall on a holiday.

Section 11 Holidays During Vacations

If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's vacation leave.

Section 12 Personal Holiday Use

Personal holidays will be scheduled by mutual agreement between the employee and the employee's Department Head. Requests for scheduling of a personal holiday on a day designated for religious observation (Yom Kippur, etc.) shall not be unreasonably denied. Personal holidays shall not be carried over from contract year to contract year, nor shall they be granted, if unused, to any employee upon retirement, termination or discharge. An employee shall not be granted a personal holiday during the first six (6) months of his/her employment. No employee will be permitted to work his/her personal holiday.

Section 13 Vacation - Rate of Accrual

Vacation benefits are granted only to regular full-time and part-time employees.

Regular Full-Time

Regular full-time employees in active pay status shall accrue annual vacation leave credit on a pay period basis as follows:

Years of Continuous Service	Hourly Credit	Hours Per Year
After 1 year	40/No. of hr.	40 hours

2 or more years, but less than 8 years	80/No. of hr.	80 hours
8 or more years, but less than 15 years	120/No. of hr.	120 hours
15 or more years, but less than 20 years	160/No. of hr.	160 hours
20 or more years	200/No. of hr.	200 hours

Employees changing status from full-time to part-time shall be paid for vacation credits in excess of the prorata maximum carryover allowed at the end of the anniversary year in which the change occurs.

Regular Part-time

Regular part-time employees in an active pay status shall accrue annual vacation leave credit on a pay period basis as follows:

Years of Continuous Service	Hourly Credit
After 1 year	.01923
2 or more years, but less than 8 years	.03847
8 or more years, but less than 15 years	.05770
15 or more years, but less than 20 years	.07693
20 or more years	.09615

Section 14 Use and Limitations

Vacation leave is provided to employees for the purpose of rest and recreation from daily routine. When an officially designated holiday occurs during an approved vacation leave, the holiday will be paid and no vacation leave will be charged. Employees with the greatest length of service will have preference for vacation dates unless to do so would jeopardize a department's ability to perform its responsibilities.

All use of vacation time must be approved by the department head or a designated supervisor. Requests for five (5) or more consecutive days shall be submitted to the appropriate supervisor fifteen (15) days in advance to allow adequate time for planning work schedules and replacements, it shall be the responsibility of the Department Head to find replacements to cover the requested time

off. The Department Head shall answer all vacation requests as soon as possible, but not later than three (3) working days after receipt of the request for vacation leave. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to is reserved exclusively to the Employer. After vacation periods have been allotted, they may be changed by the Employer only due to an emergency. The term "emergency" means a critical situation requiring immediate action.

Absence on account of illness, injury, inclement weather, or disability in excess of that authorized for such purposes may, at the request of the employee, be charged against vacation leave allowance.

Section 15 Vacation Pay

Vacation leave shall be paid at the employee's straight time rate of pay in effect at the time leave is taken.

In the event of a layoff, death or retirement of an employee, the final wages shall include compensation for all unused, accrued vacation credit.

Section 16 Payment Upon Termination

Employees terminated after four (4) months of employment, but prior to their first anniversary, shall be paid for vacation credits in their last paycheck. Employees who resign or are terminated prior to the completion of four (4) months of employment are ineligible for vacation pay.

Section 17 Carryover

Vacation credits are earned from anniversary date to anniversary date and employees are encouraged to expend vacation during the anniversary year as it is accrued. If, however, the employee elects to carry over hours from the current anniversary year, the maximum carry-over shall be equal to the amount of vacation accrual earned in the anniversary year just ended.

Any hours exceeding the above limits at the employee's anniversary date shall be reduced to the maximum number of hours permitted to be carried over as provided in paragraph 1 of this section.

Section 18 Medical and Hospital Insurance

A. Medical and Hospital insurance will be provided only to regular (not temporary) full-time employees and to regular (not temporary) part-time employees who work thirty (30) hours or more per week.

B. The Employer shall pay the full cost of the employee's personal premium for Hospital and Medical Care Insurance with the exception that the employee shall pay twenty percent (20%) of all increases in premium which become effective after July 1, 2008.

C. The employee may elect to cover the employee's family, and the Employer will pay one hundred percent (100%) of the premium for said family coverage with the exception that the employee shall pay twenty percent (20%) of all increases in premium which become effective after July 1, 2008.

D. Coverage of an employee will commence at such times as may be set out in the policy, and an employee will be covered only in accordance with and to the extent provided under the terms of the policy.

E. The Hospital and Medical Care Insurance provided herein shall be a comprehensive plan of insurance which shall contain the following deductibles and maximum out of pocket provisions.

An employee's actual out-of-pocket expense per calendar year shall be limited as follows:

Deductible	The first $250.00 of covered expenses for single coverage The first $500.00 of covered expenses for family coverage
Coinsurance	Including the single deductible the maximum out of pocket for single coverage will be $750.00 and including the family deductible the maximum out of pocket for a family will be $1,250.00

The plan will provide for an Office co-pay of $20.00 per visit.

Employees will be required to use generic drugs, when available, unless their doctor determines there is a medical reason for using a brand name drug.

Preventive benefits will include yearly routine physicals, including mammogram, pap smear, prostate exam, blood tests and other routine tests which can be done in the doctor's office. Annual co-pay of $20.00 for the preventive health items. Out of network providers are not included.

Section 19 Dental Insurance

A. Employee Premium Payment

The Board will pay the full cost of the employee's personal premium.

B. Spouse and/or Children Premium Payment

Employees may pay the premium to add spouse and or children to the dental plan.

C. Benefits

1) The Dental Plan will provided the following coverage:

Deductible	Single $25.00 Family $75.00
Diagnostic and Preventive Services	100% (Deductible does not apply)
Routine and Restorative Services	80% (After deductible)

Major Restorative Care	50% (After deductible)
Contract Maximum per Member per year	$1,500.00
Pretreatment	Some services provided under the Routine and Restorative and/or Major Restorative Care may require your dentist to submit a proposed treatment plan before beginning treatment.

D. Dental Insurance Carrier

The Employer reserves the right to unilaterally change carriers or self-insure while maintaining the basic benefits outlined in Section C.

Section 20 Life Insurance

A. Eligible Employees

Life Insurance benefits will be provided only to regular full-time employees and to regular part-time employees who work thirty (30) hours or more per week.

B. Commencement of Coverage

Coverage of an employee will commence at such times as may be set out in the policy, and an employee will be covered only in accordance with and to the extent provided under the terms of the policy.

C. Benefits

The Employer shall, at no cost to the employee, maintain a life insurance policy for each employee in the face amount of Ten Thousand Dollars ($10,000.00).

The employee may, to the extent permitted by the insurance company and in accordance with the requirements of the insurance company, purchase additional life insurance at the employee's cost, which shall be deducted from the employee's wages.

Section 21 Long Term Disability Insurance

The Board will provide a long-term disability insurance plan to all regular full-time employees and regular part-time employees, to the extent permitted by the policy. This long-term disability insurance plan shall have a ninety (90) calendar day waiting period and shall pay benefits at sixty-six and two-thirds (66 2/3) percent of the employees weekly gross pay, excluding overtime, up to a maximum monthly benefit of $2,500.00. The Board shall pay the full premium for this disability insurance

Section 22 Flex Benefit Plan

The Board will provide the employees with access to a Flex Benefit Plan. Employees will be able to use pre-tax dollars for any use sanctioned by federal law. Current uses include but are not necessarily limited to deductibles, coinsurance and premium payments for group insurance, vision care, glasses and dependent care. This plan is subject to revision if federal laws governing flex benefits are revised.

Section 23 Personal Day

Each employee will receive one (1) personal day per contract year. The Personal day will be scheduled by mutual agreement between the employee and the Department Head or his/her designee. The personal day shall not be carried over from contract year to contract year, nor shall the personal day be granted, if unused, to any employee upon retirement, termination or discharge. No employee will be permitted to work his/her personal day.

Section 24 Vision Insurance

Effective July 1, 2013, the Employer will provide vision insurance options by mutual agreement between the Employer and the Union. The Employer agrees to deduct from wages any portion of the vision plan premium cost attributed to the employee according to the coverage selected. Coverage selected and authorization for payroll deduction shall be executed upon submission of an application completed by the employee. Revocation of plan participation will be according to terms stipulated by the plan document. For the contract term from July 1, 2013 through June 30, 2016, the enrolled employee shall pay 100% of the premium cost for selected coverage.

ARTICLE X
Leaves of Absence

Section 1 Sick Leave

A. Rate of Accrual

Regular employees shall accrue sick leave at the rate of .04615 hour per hour worked up to a maximum of ninety-six (96) hours per year. Employees may accumulate a maximum of six hundred and forty (640) hours of sick leave. Sick leave shall be taken at a minimum of one half (1/2) hour increments.

B. Use

1. Requests for sick leave are to be directed to the Department head or his/her designee. Requests should be made as soon as the employee knows they need sick leave. If an employee is using sick leave for an appointment, the appointment should be scheduled so the employee misses the minimum amount of work time. The Department head or his/her designee should be told about the appointment as soon as the appointment is scheduled. If an employee is calling in because they believe they are too sick to report to work, they should attempt to reach the Department head or his/her designee as much in advance of their scheduled reporting time as possible.

If there is a reasonable suspicion that sick leave is being abused, the Department head or his/her designee will report the matter to the Director of Human Resources. The Director of Human Resources or his/her designee will conduct an investigation. As part of the investigation, the employee may be required to provide appropriate documentation from treating doctors. Sick leave abuse is a serious matter which will result in appropriate disciplinary action.

When a holiday occurs while an employee is on sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. An employee may be granted up to one hundred and twenty (120) hours of family leave per contract year chargeable to accumulated sick leave when it is necessary for them to provide care for a spouse, child or parent with a serious health condition. The employee requesting family leave will be required to provide a written statement of the reason family leave is needed and may be required to provide a physician's statement concerning the illness or injury of the spouse, child or parent. This leave shall be non-accumulative. If the leave is granted it may be treated as leave time under the Family Medical Leave Act. However, the Board of Supervisors shall not be bound by any terms, conditions or interpretations of the Family Medical Leave Act in deciding whether or not to grant the leave. The decision to grant or deny this leave is in the sole discretion of the Board of Supervisors or its designee. Any leave request which is going to be denied by the designee of the Board shall be presented to the Board of Supervisors and the employee will be invited to present his/her situation to the Board. The decision of the Board of Supervisors is final and is not subject to a grievance under the terms of this contract.

3. Employees may also use paid sick leave credits for medical, dental and vision appointments if they must be scheduled during normal working hours. Proof that such scheduling is necessary may be required.

C. Work Prohibition

Employees working in any other employment, including self-employment, while receiving sick leave pay from the County are subject to disciplinary action up to, and including immediate dismissal.

D. Notice Requirement

To be eligible for sick leave payment, an employee shall notify the department head as soon as possible. Notice must be given prior to the starting time of the employee's workday. This notice may be waived if the department head determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

E. Holiday Limitation

Sick leave will not be paid on the working day immediately preceding or following a holiday except in case of serious, confining illness.

F. Sick Leave Conversion and Payment

An employee who has accumulated and maintains six hundred and forty (640) hours of sick leave will be allowed to convert sick leave earned during the year to vacation at the rate of four (4) hours of sick leave for one (1) hour of vacation. An employee will cease to be eligible for this conversion any time their accumulated sick leave falls below six hundred and forty (640) hours.

An employee who is retiring and has a minimum of twenty-five (25) years of employment with Woodbury County will be paid for fifteen percent (15%) of their accumulated sick leave up to a maximum of Three Thousand Dollars ($3,000.00).

Section 2 Work-Related Injuries

To the extent it is available, sick leave may be used for an on-the-job injury or disability. When Workers Compensation is received, the employee shall have the option of being paid the difference between the amount of workers compensation and the employee's regular salary. Payments shall be made concurrently with regular pay periods. Only the amount paid by the County shall be deducted from sick leave credit. The amount of money paid by the County divided by the Employee's hourly rate of pay shall determine the number of sick leave hours used. No hours used in compliance with this section shall be charged as an incident under Section 1, paragraph F. of this Article.

Section 3 Pre-determined Temporary Disability

A. Except as hereafter modified all policies, rules, and regulations, applicable to employees who are granted sick leave shall be applicable to employees applying for predetermined temporary disability leave. Sick leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties.

B. An employee shall notify the Department Head as soon as the necessity for taking sick leave becomes known to the employee.

C. Following a pre-determined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.

D. The determination of whether and/or when the employee is capable of returning to work following the pre-determined temporary disability shall be made in consultation with the employee, the Department Head and the employee's physician, and may also be in consultation with a physician of the Employer's own choosing.

Section 4 Funeral Leave

A. Employees Eligible

Funeral leave benefits are granted only to regular full-time and part-time employees.

B. Benefits

An employee will be granted up to three (3) working days paid funeral leave to attend the funeral of the employee's spouse, children or step-children, parents or step-parents, mother-in-law, father-in-law, brother (and spouse), sister (and spouse), grandparents, grandchildren, aunts and uncles of the employee or permanent members of the immediate household. The Department Head may allow one (1) day of funeral leave with pay, chargeable to sick leave, to attend the funeral of members of the family not included above, a fellow employee, or a close friend.

Upon request of the employee, the Department Head may grant an extension of the three (3) day period or the one (1) day period in the event long distance travel is required or due to the close nature of the family relationship. Any such extension shall be charged against the employee's unused sick leave or vacation accruals.

Section 5 Jury Duty and Court Appearance

Employees shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Such employees shall be paid their straight time hourly rate for all lost time up to forty (40) hours per week. An employee shall submit certification of jury service to the Employer, and shall assign to the Employer that part of all remuneration received for jury service which can reasonably be described as duplicate compensation. When released from jury duty during working hours, the employee shall report to work within one (1) hour, unless less than an hour remains in the working day.

Employees required by subpoena to testify in a court action in a matter in which they are not personally involved as participants (e.g. plaintiff, defendant, criminal act of the employee, etc.) shall be granted leaves of absence for the period necessary to fulfill the court obligation, and shall receive the difference between any compensation received for testifying and their regular straight time hourly rate for hours lost as a result thereof. Employees will, as soon as possible, return to work upon completion of their required testimony.

Section 6 Military Leave

Employees shall be granted military leave in accordance with Iowa Code Section 29A.28.

Section 7 Extended Leaves

A. Duration

In the discretion of the Department Head an employee may be granted an extended leave of absence without pay not to exceed one hundred twenty (120) calendar days. The employer may grant a one hundred twenty (120) calendar day extension at the sole discretion of the Employer.

B. Application

Application for such a leave of absence must be made in writing to the Department Head not less than thirty (30) calendar days, whenever possible, before the beginning date of the leave, setting forth in writing the length of leave desired and the reasons therefore. The Department Head shall respond to the request within fourteen (14) calendar days after the request is received.

C. Benefits During Leave

No vacation time, sick leave, seniority, or other benefits contained in this Agreement shall accrue during the time an employee is on a leave of absence without pay exceeding thirty (30) calendar days. Employees will be responsible for the payment of all insurance premiums during a leave of absence without pay exceeding thirty (30) calendar days.

D. Return Rights

Employees returning from an extended leave of absence shall return to the job classification in which they worked prior to commencing the leave. Failure to return from an extended leave of absence shall be considered by the County to be a voluntary resignation.

Section 8 Leave for Negotiations

When contract bargaining sessions between the Union and the Employer are scheduled by mutual agreement to take place during normal working hours, three (3) employees, unless mutual agreement is reached to expand the number, who are members of the Union's bargaining team shall be given such time off without loss of pay to attend these sessions. No employee, however, shall receive more than forty (40) hours of pay per week at his/her straight time rate pursuant to this section. The time off granted for bargaining purposes shall not be considered as hours worked for overtime eligibility.

ARTICLE XI
Miscellaneous Provisions

Section 1 Performance Evaluations

A. Required Evaluations

Employees will be evaluated by the Employer at such frequency as the Employer may determine, but not less than annually. Evaluations concerning an employee's initial year of employment shall not be subject to the grievance procedure. After the initial year of employment, evaluations which result in a rating of "unsatisfactory" overall shall be subject to the grievance procedure.

B. Evaluation Conference

A conference regarding the evaluation shall be held between the employee and the Department Head following the completion of the written evaluation. A copy signed by both parties shall be given to the employee.

C. Employee Response

All evaluation reports will be placed in the employee's official personnel file, and the employee will be furnished with a copy of all reports. The employee has the right to respond in writing to his performance evaluation, and such response shall become part of the evaluation report.

Section 2 Personnel Records

Employees or their designees shall be permitted to review their official personnel folder. Copies of material in the employee's personnel file shall be provided the employee on request. The employee shall have the right to respond in writing to any item in his/her personnel file, with said response becoming part of the file.

Section 3 Labor-Management Meetings

Regular meetings of the Labor-Management Committee shall be held at least once each three (3) months at a mutually agreed upon time and place. Requests by either party to hold emergency meetings shall not be unreasonably denied. If the meeting is held during an employee's scheduled work hours, the employee will be paid for those hours falling within their work time.

Each party shall submit a written agenda to the other not less than two (2) working days prior to each meeting. All Labor-Management Committee meetings shall be for the purpose of discussing and resolving matters pertaining to the administration of this Agreement, including safety, job classification recommendations and the improvement of the relationship among the Employer, the Union, and the bargaining unit employees.

ARTICLE XII
Health and Safety

Section 1 Health Matters

Upon initial employment all employees shall provide satisfactory medical evidence of physical fitness to perform assigned duties. Required medical examinations shall be at the expense of the Employer.

Section 2 Safety Matters

The employer agrees to comply with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration, U.S. Department of Labor, as well as by all state and local agencies.

The employer shall pay for all employee licenses and/or certificates required by the employer to conduct the business of the employer. In addition, the employer shall pay the renewal fee, for all employee licenses and/or certificates required by the employer to conduct the business of the employer.

Section 3 Tools, Equipment and Training

The Employer agrees to furnish and maintain in safe working conditions all tools and equipment and to provide all training required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

Section 4 Protective Clothing

The Employer shall furnish protective clothing and equipment in accordance with the applicable state and federal regulations.

Section 5 Video Display Terminals and Related Equipment

Prior to purchasing new video display terminals and related equipment the Employer will notify the Union and allow the Union to provide input regarding the proposed purchase. Nothing in this shall restrict in any way the Employer's right to purchase video display terminals and related equipment.

ARTICLE XIII
No Strike or Lockout

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives nor members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Iowa Code Section 20.12.

No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE XIV
General

Separability and Savings

Should any Article or Section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and Sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending Article or Section.

In the event the parties fail to agree on provisions for substitute within fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the management's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

ARTICLE XV
Duration and Signature

Section 1 Duration

This Agreement shall be effective as of the first day of July, 2013, and shall remain in full force and effect until the 30th day of June, 2016. It shall automatically be renewed from year to year thereafter, unless terminated or modified as hereinafter provided.

Section 2 Signature Clause

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly-authorized representatives on this 30 day of May, 2013.

WOODBURY COUNTY, IOWA

By _____
Larry Clausen, Chairman
Board of Supervisors

By _____
J. D. Pellersels, H.R. Director
Board Negotiator

By _____
Douglas Phillips
Board Negotiator

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, Iowa Council 61

By _____
County Courthouse
Bargaining Committee Member

By _____
County Courthouse
Bargaining Committee Member

By _____
Preston DeBoer
AFSCME IA Council 61 Negotiator

APPENDIX A
Wage Schedule

2013-2014 = 2%

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	$13.18	$13.81	$14.51	$15.42	$16.69
2	$13.81	$14.51	$15.19	$16.17	$17.36
3	$14.67	$15.34	$16.11	$16.99	$18.81
4	$16.12	$16.82	$17.46	$18.38	$20.31
5	$17.76	$18.47	$19.10	$20.08	$21.89

2014-2015 = 2%

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	$13.44	$14.09	$14.80	$15.73	$17.02
2	$14.09	$14.80	$15.49	$16.49	$17.71
3	$14.96	$15.65	$16.43	$17.33	$19.19
4	$16.44	$17.16	$17.81	$18.75	$20.72
5	$18.12	$18.84	$19.48	$20.48	$22.33

2015-2016 = 2%

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	$13.71	$14.37	$15.10	$16.04	$17.36
2	$14.37	$15.10	$15.80	$16.82	$18.06
3	$15.26	$15.96	$16.76	$17.68	$19.57
4	$16.77	$17.50	$18.17	$19.13	$21.13
5	$18.48	$19.22	$19.87	$20.89	$22.78