CARROLL CO. / TEAMSTERS #238 (ROADS) 06-09

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006, by and between CARROLL COUNTY, IOWA SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL 238, Des Moines, Iowa, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union and cancels all past practices. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 4906 dated September 10, 1993.

INCLUDED: All regular full-time employees of the Carroll County Secondary Road Department.

EXCLUDED: All professional employees; all part-time, temporary, fill-in, substitute and seasonal personnel; all independent contractors and subcontractors; all volunteer personnel; all supervisors, to include the positions of County Engineer and Assistant to the Engineer; all confidential employees, to include the position of Administrative Assistant; all guards and security personnel; all other positions excluded by the Public Employment Relations Act, and all other employees of Carroll County, Iowa.

ARTICLE 2
EMPLOYER RIGHTS

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

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

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

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

d) the right to develop and enforce rules for employee discipline;

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

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

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

h) the right to determine employee qualifications;

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

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

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

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

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

ARTICLE 3
NO STRIKE-NO LOCKOUT

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

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

ARTICLE 4
DEFINITIONS

Regular Full Time An employee scheduled to work forty (40) or more hours per week on a regular basis.

ARTICLE 5
HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The

workweek starts at 12:01 AM on Sunday and ends at 12:00 Midnight the following Saturday.

The normal work will be from forty (40) hours per week, Monday through Friday. The established working hours will provide for a one-half (1/2) hour unpaid lunch period and one 15 minute break scheduled in each half of the work shift.

Overtime. Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in any workday or forty (40) hours in any workweek. If a 10 hour day schedule is implemented, overtime will only be paid for hours worked over forty (40). Overtime shall also be paid for hours worked on Saturday and Sunday. Employees may elect compensatory time in lieu of overtime pay. However, the maximum accumulation of compensatory time shall not exceed 80 hours. Determination and authorization of overtime shall be made by the Engineer.

Holidays and jury duty time will count as hours worked for the purpose of computing overtime. All other paid time off shall not be counted as working time for the purpose of determining overtime.

Call Back Time. The County will endeavor to limit working time to the planned hours; however, because of the nature of our work and responsibilities to the public, all secondary road employees should be prepared for call on weekends and/or holidays during inclement weather periods or emergencies. To this end, or should it be necessary to change hours or cancel work, each employee is requested to provide his telephone number or that of a neighbor who could be contacted in case of necessity.

Job Classification Openings Whenever a regular full-time job classification vacancy occurs, the opening will be posted on the bulletin board for five (5) calendar days. A current regular full time employee has the opportunity to indicate their interest in being considered for the vacancy by indicating their interest in writing to the Engineer within said posting period. The Engineer makes the decision on who is to fill the opening. If qualifications are equal, seniority will govern. The Engineer's decision is not subject to being grieved. The Engineer can hire from outside the unit, after considering those current employees who have expressed a written interest in that vacancy. For job classification opening applicants who signed the posting, the Engineer will gather information regarding each from the Union Steward and possibly other unit employees.

ARTICLE 6
LENGTH OF SERVICE

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

A new employee shall serve a probationary period of six (6) consecutive months. Probationary employees may be terminated during the probationary period without recourse to the grievance procedure.

When the working force is to be reduced, the Employer will select the job classifications to be reduced. The layoff will be accomplished in the following sequence: probationary employees first, and finally regular employees based upon their job performance. If job performance is equal among affected employees, seniority will rule.

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 must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated. Temporary and probationary employees have no recall rights.

An employee shall lose their length of service and the employment relationship shall be automatically broken and terminated as follows:

(a) Employee quits.

(b) Employee is discharged.

(c) Failure to report for work at the end of leave of absence.

(d) Failure to report to work within three (3) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.

(e) Length of service rights will be forfeited after the continuous period of layoff exceeds one (1) year.

(f) Employee retires.

(g) An employee is absent from work for any reason, other than a work-related injury, for over one (1) year or for a period of time equal to his/her length of service, whichever is shorter.

(h) An employee is absent from work due to a work related injury for a period of two (2) years.

ARTICLE 7
GRIEVANCE PROCEDURE

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

Grievance Steps:

Step 1. An employee and/or Union Steward shall present a complaint or problem in writing to his/her immediate supervisor or his/her designated representative within four (4) work days following its occurrence or within four(4) work days of when the employee knew or should have known of its occurrence in an effort to resolve the problem in an informal manner. The immediate supervisor or his/her designated representative will answer the grievance in writing within four (4) work days.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Engineer or his/her designated representative within five (5) work days following the immediate supervisor's written answer. Within five (5) work days, the Engineer or his/her designated representative will answer the grievance in writing.

Step 3. If the Employer's answer in Step 2 fails to resolve the grievance, the aggrieved employee and/or Union Steward shall refer the grievance, in writing, to the Chairperson of the Board of Supervisors within five (5) work days of receipt of the Step 2 answer. The Engineer and the Chairperson and/or their designated representative will meet with the aggrieved employee and/or the appropriate Union representatives within ten (10) work days of receipt of appeal to Step 3 to discuss and attempt to resolve the grievance. Following this meeting, the written decision shall be given to the Union within ten (10) work days from the date of the meeting.

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

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

If a grievance at any Step is not timely answered by the Employer, it may automatically be referred to the next Step.

After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) work days after receipt by either party of the notice of referral of a case to arbitration to select an arbitrator or to request, in writing, the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. Choice of the first strike shall be determined by coin flip. Each party can reject the entire arbitration panel one time prior to the selection procedure commencing. If either party deems the panel

to be unacceptable, another panel will then be requested. Once the acceptable panel is received, the arbitrator is to be selected within fifteen (15) workdays.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to meet and suggest a resolution to the pending case. The arbitration hearing should occur within forty-five (45) days after the arbitrator has been determined, or on the first date all the parties have available.

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

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

ARTICLE 8
SICK LEAVE

Paid sick leave shall accumulate at the rate of one and one-half (1 1/2) days per month worked, to a limit of one hundred twenty (120) days.

1. Sick leave shall apply to a period in which the employee is incapacitated from the performance of his/her duties by sickness or injury, for medical, surgical, dental or optical appointments which cannot be scheduled during off duty hours. Disabilities cause or contributed to by pregnancy and recovery therefrom shall be covered by sick leave.

2. Sick leave shall not be used for vacation leave.

3. Sick leave shall not be taken in advance.

4. In all cases where an employee has been absent on sick leave, he/she shall immediately upon return to work, submit a statement that such absence was due to illness or other reasons stated in item 1 above. Where such absence exceeds three (3) working days, such statement shall be verified by a physician or other authorized practitioner, unless waived by the Employer. For a lesser period of absence, the employer may, at his/her discretion, require evidence of illness or

other reasons defined in item 1 above as deemed necessary and in all cases, sick leave pay shall not be granted until approved by the Employer.

5. Officially designated holidays falling within a period of sick leave shall not be counted against sick leave.

6. Sick leave shall not accrue during leave of absence without pay, suspension, layoff, or other leave without pay.

7. An employee who is transferred from one department to another shall be credited with the sick leave accumulated.

8. Sick leave will not accrue while on extended sick leave of more than seven (7) consecutive working days.

9. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation. Employees with a minimum of fifteen (15) years continuous service, upon retirement, may convert unused sick leave into paid single policy health insurance premiums at the conversion rate of ten (10) days unused sick leave per one (1) month of paid single policy health insurance.

10. If an absence or illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave has accrued.

11. Failure on the part of an employee to report immediately at the expiration of a leave of absence with or without pay or sick leave or extension of such leave, except for valid reasons submitted and approved by the County, shall be considered a resignation.

12. Two (2) days advance notice will be given to the employee's immediate supervisor for doctor, dental and optical appointments.

13. Sick leave is not counted as hours worked for the purpose of computing overtime.

Probationary Employees. Employees are not eligible for sick leave benefits for the first six (6) months of employment. Sick leave benefits can be earned during the probationary period.

Part-Time Employees. Part-time employees are not eligible for sick leave benefits.

Family Illness The Engineer may allow the use of sick leave to take care of an employee's immediate family (mother, father, spouse, children, including step-children, sister, brother) for medical reasons. The use of sick leave for family illness shall not exceed five (5) days per calendar year.

Family and Medical Leave Employees will be eligible for federal family and medical leave benefits in accordance with County policy.

ARTICLE 9
JURY DUTY

A regular full-time employee who is required to serve as a juror shall receive his/her regular wages for the time he/she spends on such duty. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, received for such duty to the Employer. The employee shall report for work immediately, but no later than two (2) hours after release, if released from jury duty by 12:00 Noon of any work day.

ARTICLE 10
FUNERAL LEAVE

Regular full-time employees, upon completion of the probationary period, shall be eligible for a paid leave of absence according to the following schedule:

Up to five (5) days in the event of the death of the employee's mother, father, spouse, son, daughter, brother, sister, step-children.

Two (2) days in the event of the death of grandparent or brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law or grandchildren.

One (1) day per calendar year in the event of the death of another relative or person of unusually close personal relationship, or to serve as pallbearer.

Only days absent which would have been compensable workdays will be paid for at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work. No payment will be made during vacations, holidays, layoffs or other leaves of absence. Payment will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work.

All requests for funeral leave must be approved by the appropriate Department Head. Funeral Leave is not cumulative. Use of more than five (5) days of funeral leave in any year must have approval of the Department head.

ARTICLE 11
VACATIONS

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

After one (1) years of continuous service, five (5) working days

After two (2) years of continuous service, ten (10) working days

After nine (9) years of continuous service, fifteen (15) working days

After 16 years and thereafter, one (1) working day per even year of employment (e.g., 16, 18, 20...)

Paid vacation shall be taken between January 1 and December 31 of each calendar year.

Five (5) days vacation may be carried forward to the next year, with approval of the Engineer.

All vacation requests must be submitted two (2) weeks in advance. The scheduling of vacation leave is dependent upon the judgment and discretion of the County Engineer. The County Engineer may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacation time will normally be taken in weekly increments, however vacation may be taken in 1/2 day increments with Engineer approval.

If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

Vacation pay will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work.

Upon resignation or termination during the first anniversary year of employment, an employee is not eligible for pro rata vacation pay. Upon resignation or termination during subsequent anniversary employment years, a regular full-time employee will be paid pro rata vacation pay based upon straight time hours worked.

ARTICLE 12
HOLIDAYS

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

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

Regular full-time employees who have at least 30 days of service, shall be paid for each of the holidays set forth in this Article. An employee on layoff or leave of absence is not eligible for holiday pay. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

An employee who is not scheduled to work on a holiday who is required to work on any recognized holiday, shall be paid one and one-half (1 1/2) times the employee's hourly rate for the hours actually worked on a holiday in addition to holiday pay.

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

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

Personal Days All full-time employees are eligible for two (2) days of personal leave per year. Personal days must be scheduled in advance and approved by the Engineer. Unused personal leave days may not be carried forward to the next year.

ARTICLE 13
INSURANCE

All full-time employees are eligible to apply for the County provided health insurance plan. Coverage will be effective the first day of the first full month of employment.

Effective July 1, 2006, regular full-time employees may select either the Protector 500 plan or the Protector 1000 plan. The employee's contribution is 10% of the estimated suggested premium rate established by the insurance carrier.

Effective July 1, 2007, only the Protector 1000 plan will be available. The employee's contribution is 10% of the estimated premium rate established by the insurance carrier.

Effective July 1, 2008, only the Protector 1000 plan will be available. The employee's contribution is 15% of the estimated suggested premium rate established by the insurance carrier.

Life Insurance All full-time employees will be eligible for $10,000 of term life insurance at no cost to the employee.

The insurance program referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

ARTICLE 14
CHECKOFF

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the County agrees to deduct the regular monthly Union dues from each paycheck and remit such deduction by the end of the month to the business address of the Union, with an accompanying list of employees in the bargaining unit, identifying from whom payroll

deductions were made. The Union will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County shall require thirty (30) days from the receipt of the written authorization before the first deduction can be made. The requests or forms authorizing dues to be deducted shall be provided by the Union.

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this dues checkoff clause.

ARTICLE 15
GENERAL PROVISIONS

Section 1. Unpaid Leave An unpaid leave of absence may be granted at the discretion of the Engineer. While on unpaid leave an employee:

(a) receives no compensation (including County paid health insurance);
(b) does not earn any leaves or benefits;
(c) is not eligible for contributions to retirement programs;
(d) does not accrue seniority after ninety (90) days.

Approval or disapproval of an unpaid leave is not subject to the grievance procedure.

Employees will be eligible for federal family and medical leave benefits in accordance with County policy.

Section 2. Safety Committee The employees will select two (2) employees from the unit to serve on a safety committee with the Engineer. The function of the safety committee is solely for the purpose of discussing legitimate concerns regarding safety. The safety committee will meet at least annually during working hours. More frequent meetings may be scheduled upon mutual agreement of the committee members.

Section 3. Employees may be allowed up to $70.00 per year to be used toward the purchase of coveralls, coverall jacket, safety footwear and gloves. These items may only be used for work. The employee must receive approval from the Engineer prior to purchase and must submit a receipt for reimbursement.

ARTICLE 16
JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES

Effective July 1, 2006, all employees will receive a 4.0% ATB increase.
Effective July 1, 2007, all employees will receive a 3.5% ATB increase.
Effective July 1, 2008, all employees will receive a 3.5% ATB increase.

Employees shall receive longevity according to the following schedule:

Yrs. of Service	cents per hour
After 5 years	.05
After 10 years	.10
After 15 years	.15
After 20 years	.20

ARTICLE 17
DURATION OF AGREEMENT

THIS AGREEMENT shall become effective July 1, 2006 and shall expire on June 30, 2009. Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party before October 15, 2008.

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

Signed this 20th day of JUNE, 2006.

EMPLOYER
SECONDARY ROAD DEPARTMENT,
CARROLL COUNTY, IOWA

By _____
County Engineer

By _____
Chair, Board of Supervisors

Acknowledged by:

_____
Employer Representative

UNION
TEAMSTERS, LOCAL 238

By _____
Employee Representative

By _____
Employee Representative

By _____
Business Representative