HANCOCK CO. / PPME (ROADS) 05-01

ARTICLE 1: AGREEMENT

1.01 – **THIS AGREEMENT** is made and entered into between the **HANCOCK COUNTY BOARD OF SUPERVISORS,** hereinafter referred to as the **"Employer,"** and the **HANCOCK COUNTY SECONDARY ROADWORKERS** as set forth in Case Number 1259 issued by the Iowa Public Employment Relations Board on the 27th day of June 1978, and amended in Case No. 3299.

ARTICLE 2: RECOGNITION

2.01 -The Employer hereby recognizes the Public Professional and Maintenance Employees Local Union No. 2003, International Brotherhood of Painters and Allied Trades, AFL-CIO as the exclusive bargaining representative for the employees as set forth in Case No. 1259 and amended in Case Number 3299 issued by the Iowa Public Employment Relations Board.

ARTICLE 3: PREAMBLE

3.01 - The Employer has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as practices and procedures are appropriate to the functions and obligations of the Employer to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interest of the Employer and the county residents.

3.02 - It is the intention of this Agreement to set forth the entire Agreement of the parties covering employment conditions where not otherwise mandated by the statute or ordinance, to maintain and increase individual productivity and quality of services, to prevent interruptions of work and interference with the efficient operations of the Employer and to provide an orderly and prompt method for handling and processing grievances. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Employer by the statutes of the State of Iowa except as controlled by this Agreement.

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

ARTICLE 4: MANAGEMENT RIGHTS

4.01 - It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority as are necessary for it to operate and direct the

affairs of the Employer in all of its various aspects, including, but not limited to the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine and implement the methods, means, assignments, number and organization of personnel by which such operations and services are to be conducted, to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote and demote employees, to suspend, discipline, and discharge employees for proper cause, to relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to maintain the efficiency of governmental operations; to take such action as may be necessary to carry out its mission; to initiate, certify and administer its budget; and to exercise all powers and duties granted the Employer by law.

ARTICLE 5: IMPASSE PROCEDURES

5.01 - The Employer and the Union shall utilize the statutory impasse procedures outlined in Chapter 20 of the Code of Iowa, specifically Sections 20.19, 20.20, 20.21 and 20.22.

ARTICLE 6: PROBATIONARY PERIOD

6.01 - Each new employee shall be considered to be on probation for a period of twelve (12) months. The new employee may be terminated for any reason during the probationary period and shall have no right to recourse through the Grievance Procedure. Probationary employees shall receive the same fringe benefits as full-time employees, except that coverage through the group health insurance shall begin at the first available date for enrollment after the date of hire.

ARTICLE 7: DEFINITIONS

7.01 - **Full-Time Employee** – Any employee working thirty-five (35) hours per week on a regularly scheduled basis.

7.02 - **Part-Time Employee** – An employee who works less than thirty-five (35) hours per week and is not classified as a temporary employee as hereinafter defined as a part-time employee. Part-time employees working at least twenty (20) hours per week on a regular basis shall be granted the same benefits as full-time employees, but shall receive benefits at pro rata the rate of full-time employees. Part-time employees who work less than twenty (20) hours per week on a regular basis shall not be entitled to any benefits of this contract unless specifically stated.

7.03 - **Temporary Employee** - Persons employed in a temporary vacancy for a period of four (4) months or less shall be considered temporary employees and are not considered members of the bargaining unit. A temporary employee shall become a probationary employee upon four (4) months and one (1) day within a

job classification and time worked as a temporary employee shall be credited towards completion of the probationary period.

ARTICLE 8: WORKING HOURS

8.01 - The workweek shall be a seven (7) day period from 12:01 a.m. Sunday to 12 midnight the following Saturday.

a) Normal maintenance work schedule will be Monday through Friday.

7:00 a.m. to 12:00 a.m.
12:30 p.m. to 3:30 p.m.

b) The normal work schedule for highway technicians is 7:30 a.m. to 4:00 p.m. with a one hour lunch period.

8.02 - This Article is intended to set forth the normal workweek but shall not be construed as a guarantee of any amount of work per day or per week or as a limitation of hours of work per day or per workweek. In the event the Employer decides to reduce the workweek, the Employer has the option to have workers not report to work on Friday, if the employee has completed his/her forty (40) hours by the end of the workday on Thursday. The maximum amount of hours that can be reduced under this section is sixteen (16) hours per year per employee. After that, Article 21.02 shall be used.

For FY 2006 & 2007, the workweek commencing on the first Monday after May 1 and ending on the last Thursday before Labor Day will be four (4) ten (10) hour days Monday through Thursday with a starting time of 6 a.m. to 4:30 p.m. for maintenance workers with a thirty (30) minute lunch period each day.

ARTICLE 9: BREAK TIME AND LUNCH TIME

9.01 - Maintenance workers will be permitted to take a fifteen (15) minute break with pay during every half shift. Breaks should be scheduled as close to the middle or the work period as possible and the time limit must be strictly observed. All employees will be permitted a lunch period of one-half hour scheduled as close to the middle of the workday as possible.

9.02 - Highway technicians are allowed a one (1) hour lunch period.

ARTICLE 10: HOLIDAYS

Holidays for FY 2006

Independence Day	- July 4, 2005
Labor Day	- September 5, 2005
All Veterans Day	- November 11, 2005
Thanksgiving Day	- November 24, 2005
Day after Thanksgiving	- November 25, 2005

Christmas Day	- December 25, 2005
New Years Day	- January 1, 2006
President's Day	- February 20, 2006
Memorial Day	- May 29, 2006

Holidays for FY 2007

Independence Day	- July 4, 2006
Labor Day	- September 4, 2006
All Veterans Day	- November 11, 2006
Thanksgiving Day	- November 23, 2006
Day after Thanksgiving	- November 24, 2006
Christmas Day	- December 25, 2006
New Years Day	- January 1, 2007
President's Day	- February 19, 2007
Memorial Day	- May 28, 2007

One (1) additional floating holiday to be mutually agreed upon.

10.01 - A holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday.

10.02 - If an employee is called to work on a holiday, all hours worked on that holiday will be paid at time and one-half (1 1/2) the employees straight time hourly rate.

10.03 - During the period of time the four (4) ten (10) hour day workweek is in effect pursuant to Article 8.02, maintenance employees shall receive ten (10) hours of pay for holidays. During this time period, a holiday occurring on Friday shall be observed on Thursday.

ARTICLE 11: VACATION

11.01 - Vacation must be scheduled in advance through the foreman, who shall report intended vacation to Engineer's office for approval. Minimum vacation will be one-half (1/2) day. Only one (1) week of vacation can be taken in one-half (1/2) day increments. Forty (40) hours of vacation may be carried over from one year to the next.

11.02 - Vacation will be taken as follows:

After one (1) year employment	one (1) week vacation
After two (2) years employment	two (2) weeks vacation
After seven (7) years employment	three (3) weeks vacation
After fifteen (15) years employment	four (4) weeks vacation
After seventeen (17) years employment	four (4) weeks vacation and one (1) day
After eighteen (18) years employment	four (4) weeks vacation and two (2) days

11.03 - Employee's vacation will be computed to the individual employee's original date of hire.

11.04 - Employees will be entitled to receive their vacation according to the above schedule upon reaching his or her anniversary date.

11.05 - Upon leaving County employment, vacation will be prorated for portion of year worked.

ARTICLE 12: SICK LEAVE

12.01 - All probationary and permanent employees shall be entitled to accrue sick leave with full pay at the rate of one (1) working day for each month of employment, subject to the following conditions: Any employee who fails to give notice to his/her immediate supervisor or department head of an absence as soon as possible, but no later than one (1) hour after the designated starting time shall forfeit all pay for that day, except in the case of an emergency situation which is explained in writing.

12.02 - Sick leave shall apply to a period in which the employee is incapacitated from the performance of assigned duties by sickness or injury, for medical, surgical, dental or optical examination or treatment, or whereby reason of exposure to a contagious disease, the presence at the post of duty would jeopardize the health of others. Disabilities caused or contributed to or by pregnancy and recovery therefrom shall be covered by sick leave.

12.03 - Sick leave shall not be taken in excess of accumulated days.

12.04 - Sick leave shall not be used for vacation leave.

12.05 - Sick leave shall not be accumulative for more than one hundred twenty (120) working days.

12.06 - 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 section 12.01 above. Where such absence exceeds three (3) calendar 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 section 12.02 above as deemed necessary and in all cases sick leave pay shall not be granted until approved by the Employer.

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

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

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

12.10 - 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.

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

ARTICLE 13: OTHER LEAVE WITH PAY

13.01 - The employee shall be scheduled in advance through the foreman who shall report such to engineer's office.

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

13.03 - **Jury Duty:** All probationary and permanent employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for that part of the workday required by the jury duty. Any jury duty pay received by an employee shall be forwarded to the Employer. Jury pay does not include payment for mileage.

13.04 - **Funeral or Emergency Leave:** Leave of absence with pay for three (3) days per occurrence will be granted to any probationary or permanent full-time employee in the event of death or serious illness in the immediate family. Immediate family includes mother, father, husband, wife, son, daughter, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, or any person living with family. Employees will receive one (1) day of funeral leave to attend the funeral of his/her aunt, uncle, niece, nephew or cousin or if he/she is a pallbearer at a funeral. Full-time employees may be allowed up to four (4) hours off with pay to attend the funeral of fellow employees. Individuals may request additional time and the Board, in its discretion, may grant it.

13.05 - Failure on the part of any employee to report immediately at the expiration of a leave or leave of absence, except for a valid reason submitted in advance and approved by the Employer, shall be considered a resignation.

ARTICLE 14: HEALTH INSURANCE

14.01 - (a) An employee electing the 250/500 plan shall have the single at no cost to the employee and shall pay $48.00 per month for family. An employee electing the 500/1000 plan shall have the single at no cost to the employee and have $60.00 per month given toward voluntary benefit options and if the employee wants the family coverage, he/she shall pay $15.00 per month for family. During

the second year of the agreement, the single costs/refunds shall remain the same and the family costs shall increase by the same percentage(s) as the overall increases in the appropriate plan.

(b) In addition, the Employer will furnish full-time employees Dental coverage and will pay one hundred percent (100%) of the single premium ($24.90 per month). The Employer will also furnish full-time employees electing family coverage the family premium ($56.85 per month) except for the sum to be paid by the employee in the amount of thirty-one dollars and ninety-five cents ($31.95) per month.

(c) The Employer will also furnish full-time employees with vision coverage and will pay one hundred percent (100%) of the single premium ($9.00 per month). Employees desiring family vision coverage shall pay fifteen dollars ($15.00) of the family premium (24.00 per month).

14.02 - The Employer reserves the right to change carriers during the life of this Agreement, provided the benefits are not less than those provided by the Wellmark policy

ARTICLE 15: WORKER'S COMPENSATION

15.01 - The employee can elect to take sick leave and receive his/her regular pay from the County or take the worker's compensation check as full pay for time off. If the employee elects to take sick leave, the worker's compensation check shall be signed and returned to County in return for credit on the employee's sick leave. This credit will be calculated by taking the amount of the worker's compensation checks and dividing it by the employee's current rate of pay.

ARTICLE 16: SAFETY PROGRAM

16.01 - The Hancock County Secondary Roads Department believes its employees to be its most valuable asset. To allow each employee to function at a maximum level, the first consideration in the operation of every department shall be the safety of the employees. It shall be the individual responsibility of each employee to read and understand and to comply with the regulations set forth in the safety manual. Flagrant or repeated violations of the safety regulations shall be grounds for suspension or discharge. All foremen have the direct responsibility of providing their subordinates with safe working conditions and training them in safe working practices.

16.02 - It is the responsibility of the employee to report any injury, however, minor, at the time of the injury or when the injury becomes known to the employee.

16.03 - The Employer will furnish all necessary safety equipment and wearing apparel as required by OSHA or the supplier of chemicals, etc. used by the employees.

ARTICLE 17: GRIEVANCE PROCEDURES

17.01- A grievance is defined as an employee claim against the Employer, arising out of the interpretation and application of specific provisions of this Agreement.

17.02 - Step 1. An employee shall discuss the alleged violation orally with his/her immediate supervisor within two (2) working days following its occurrence in an effort to resolve the problem in an informal manner. Any agreement reached at this oral first step of the procedures will not be precedent setting.

Step 2. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee with or without employee union officers, shall present the grievance in writing, citing specific provisions of the agreement allegedly violated to Hancock County Engineer's office five (5) working days following the oral discussion. Within five (5) working days after this Step 2 meeting, the department head will answer the grievance in writing.

Step 3. If the department head's answer to Step 2 fails to resolve the grievance, upon the recommendation of the aggrieved employee, the employee union officers shall refer the grievance to the Hancock County Board of Supervisors within five (5) working days of the receipt of the Step 2 answer. Following a meeting with the employee union officers, the Hancock County Board of Supervisors shall answer the grievance in writing, within ten (10) working days.

17.03 - **Time Limits:** If a grievance is not presented within any of the time limits specified in section 17.02 – Step 2 of this Article, it shall be considered waived and the Employer's last answer shall be final and binding.

17.04 - **Grievance Record:** All records will be kept of all second and third step grievances by the Employer.

17.05 - **Employee Union Officers. Time Off for Grievance Handling:** The employee group will cooperate with the Employer by handling grievances in such a manner as will create minimal interference with normal operations of the Employer's business. Employee union officers investigating grievances during working hours shall inform his/her immediate supervisor, as designated by the department head, when he/she is leaving his/her work area to conduct grievance matter. A log shall be kept by the foreman in which employee union officers enter the time of departure and the time of return from grievance matters. This activity during working hours shall be kept to a minimum and only with advance approval.

ARTICLE 18: GRIEVANCE ARBITRATION

18.01 - Any grievance not settled to the satisfaction of the employee organization in Step 3 of the grievance procedure may be appealed to arbitration provided the appeal to arbitration is in writing to the other party and is with the approval of the employee organization and the employee. This appeal must be made within five (5) working days after the date of the Hancock County Board of Supervisor's answer given in the Step 3 of the grievance procedure.

18.02 - If a grievance is not presented within any of the time limits specified in this Article, it shall be considered waived and the Employer's last answer shall be final and binding.

18.03 - After either party has so notified the other of its referral of a grievance to arbitration, the parties will attempt to meet within ten (10) working days to select an arbitrator or to request of the Iowa Public Employment Relations Board that it furnish a list of five (5) arbitrators from which the parties shall select alternately one (1) arbitrator. The remaining name will be the arbitrator.

18.04 - The fees and expenses of the arbitrator will be shared equally by the parties. The arbitrator's decision will be final and binding on the parties.

ARTICLE 19: MILEAGE REIMBURSEMENT

19.01 - An employee shall be paid forty and one-half cents (40.5 cents) per mile for all Employer required use of the employee's personal vehicle. This excludes the mileage incurred by the employees in commuting from his/her home to the employee's assigned work site.

ARTICLE 20: RULES AND REGULATIONS

20.01 - Any change in County policy affecting the employees shall be submitted to the Union within a reasonable time prior to their effective date.

ARTICLE 21: JOB PROMOTIONS, LAYOFF AND TRANSFER PROCEDURES

21.01 - In the event of a vacancy, including the creation of a new position within the bargaining unit, this notification must be in writing and shall be posted in all shops. The notice shall also be accompanied with a job description which shall also state in which shop the vacancy will be filled. Any employee desiring to apply for the vacancy must notify the county engineer in writing within five (5) working days after the notification by the Employer. The Employer shall select from the employees applying the most qualified person. In the event that qualifications are equal, seniority shall govern. If no qualified employee applies, the Employer may hire a new person.

21.02 - In the event of a layoff, temporary and part-time employees shall be laid off first and shall have no recall rights. Layoff or regular full-time employees shall be made on a seniority basis within the wage classifications as set out in this

Agreement. Employees shall be recalled in inverse order of layoff and shall be notified in person or by certified mail, return receipt requested, sent to the employee's last known mailing address. It shall be the employee's responsibility to notify the Employer of any change in mailing address. Employees laid off more than one (1) year shall lose all seniority and recall rights.

ARTICLE 22: DUES CHECK-OFF AND INDEMNIFICATION

22.01 - Upon receipt of an executed written authorization from an employee which may be revoked by giving a thirty (30) day prior notice, the Employer agrees to deduct the regular monthly Union dues or such employee from his/her pay and remit such deduction to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

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

ARTICLE 23: PAY SCHEDULE

	Effective July 1, 2005	July 1, 2006
MAINTENANCE FOREMAN -	$16.63	$17.09
MAINTENANCE EQUIPMENT OPERATOR -		
1st 6 months, no experience -	$15.01	$15.47
2nd 6 months, no experience -	$15.22	$15.68
1st 6 months, experienced -	$15.22	$15.68
After 1 year, no experience, after 6 months, experienced -	$15.42	$15.88
SHOP FOREMAN -	$17.61	$18.07
1st MECHANIC -	$16.00	$16.46
2nd MECHANIC -	$15.73	$16.19
EXTRA HELP -	$7.73 - $15.42	$8.19-$15.88
CHIEF HIGHWAY TECHNICIAN -	$17.68	$18.14
HIGHWAY TECHNICIAN -	$16.72	$17.18

23.01 - Overtime shall be paid at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of forty (40) hours per week. Overtime shall not be paid more than once for the same hours worked. All time paid, such as sick leave, vacation, holidays, jury duty, military leave, and funeral leave will count as time worked for the purpose of computing overtime. Employees can accumulate a maximum of forty (40) hours per year of compensatory time off which may be accumulated by using overtime hours worked at the time and a half rate. This option must be designated on the time

sheet for the period accumulated and will not be exchanged for overtime pay at a later date. Compensatory time up to a maximum of forty (40) hours may be carried over from one year to the next as follows:

1) Forty (40) hours maximum accumulation per year;
2) Forty (40) hours maximum accumulation at any one time; or
3) Forty (40) hours maximum carryover.

23.02 - An additional five cents ($0.05) per hour after five (5) years, ten cents ($0.10) per hour after ten (10) years, fifteen cents ($0.15) per hour after fifteen (15) years and twenty cents ($0.20) after twenty (20) years, twenty-five cents ($0.25) after twenty-five (25) years, and thirty cents ($0.30) maximum after thirty (30) years will be added to the above rates. The longevity anniversary date will be July 1, after completing each of the four steps.

ARTICLE 24: WORKWEEK

24.01 - Begins 12:01 a.m. Sunday and runs through Saturday.

ARTICLE 25: DURATION

25.01 - This Agreement shall be in effect for a period from July 1, 2005, to June 30, 2007.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representative this 22 day of August, 2005.

HANCOCK COUNTY, IOWA

By: Florence (Sis) Greiman
Chairman

"EMPLOYER"

HANCOCK COUNTY SECONDARY ROADWORKERS

By: [signature]

"UNION"

Prepared by Von Bokern Associates, Inc. 5/05