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| Mills Co. | AFSCME #3094 (Roads) | 7/1/2004 | 6/30/2007 |

MILLS CO./ AFSCME (ROADS) 04-07

# LABOR AGREEMENT BETWEEN

# MILLS COUNTY, IOWA
# SECONDARY ROADS DEPARTMENT

# AND

# AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
# IOWA COUNCIL 61
# LOCAL NO. 3094

## EFFECTIVE

## JULY 1, 2004 THROUGH JUNE 30, 2007

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# AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2004 by and between MILLS COUNTY, IOWA; SECONDARY ROADS DEPARTMENT, hereinafter referred to as the "Employer", and LOCAL NO. 3094 of the AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, IOWA COUNCIL 61, AFL-CIO, hereinafter called the "union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

## ARTICLE 1- RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all of the Secondary Roads Department regular full-time county road maintenance employees, including: Labor/Truck Driver, Truck Driver I, Truck Driver II (tractor/trailer) Grader Operator, Equipment Operator I, Equipment Operator II, Mechanic I, Mechanic II, Partsman, Sign Control, Welder, Mobile Dragline Operator, as set forth in the Iowa Public Employment Relations Order of Certification Case No. 1194, dated July 24, 1979, which excludes the County Engineer, Assistant to the County Engineer, Foreman, Engineering Assistants I and II, Secretary, Office Manager, Engineering Aide I, Engineering Aide II, Chief Surveyor and all other County employees, supervisors and non supervisors and all other employees excluded under Section 4 of the Public Employment Relations Act of Iowa.

## ARTICLE 2- SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Union agree to meet at the earliest possible mutually agreeable time for the purpose of negotiations to replace the void or illegal provision(s).

## ARTICLE 3- 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 provision, statute, ordinance, charter or special act, the exclusive power, duty and right including but not limited to: plan, direct and control the work of its employees; hire, promote; demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; develop, implement and enforce rules and policies for employee discipline; maintain the efficiency of governmental operations; schedule working hours and require overtime work; determine employee qualifications; relieve employees from duties because of lack of work or for other legitimate reasons; determine what work or services shall be purchased or performed by the unit employees; change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all powers and duties granted to the public Employer by law.

## ARTICLE 4-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 or picketing as prohibited by Sections 10 and 12 of the Act.

The Union recognizes that in the event of a work stoppage, the Union has aft 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 Chapter 20.12 of the Iowa Code (1985).

The Employer pledges that it will not engage in a lockout during the term of this Agreement.

## ARTICLE 5- DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee covered by this Agreement on forms provided by the Union, the Employer agrees to deduct regular monthly Union dues of such employee from their pay. The Union will notify the Employer in writing of the exact amount of such regular membership dues to deduct.

Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions fox social security, federal taxes, state taxes, retirement, health insurance, and life insurance.

The Union agrees to indemnify and hold the employer harmless against any and all claims, suits, and orders of judgment 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.

Such orders shall be terminable with written notice to the Employer and Union. The Employee's authorization to withhold dues shall be terminated within thirty (30) calendar days after receipt of such notice.

The Employer shall submit to AFSCME/Iowa Council 61, with each remittance of deductions a list of all employees having such deductions to the official designated by the Union in writing to receive such deductions not later than the first five (5) working days in the month of June.

Only two (2) changes of the dues structure per fiscal year shall be allowed, with thirty (30) days prior written notification to the Employer.

## ARTICLE 6- GENERAL PROVISIONS

**Section 1. Work Rules.** When existing rules, new rules and/or new or existing policies are changed or are established, they shall be posted prominently on all bulletin boards for a period of five (5) consecutive days before becoming effective. These work rules shall not conflict with any of the provisions of this Agreement and shall be placed in writing. The Union shall initial the posting of rules and policies for notification purposes only.

**Section 2. Access to Files**. The employee(s) or their designated representative, with written permission of the employee, shall have access to any material entered into the employee's personnel file by the Employer. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record, after review by the County Engineer.

In issuing discipline, the employer shall consider only those disciplinary actions, as maintained in the employee's personnel file that were issued in the past thirty-six (36) months from the date of the present action.

The employee must make an appointment for file review with the County Engineer during regular business hours and no document will be removed from the file. Copies of documents contained in the Personnel File may be copied by the employee.

**Section 3. Officers and Process Agents**. The Union shall, at all times, provide the Employer with the current names and address of all Local Union officers and all Local, Council and International Union agents for service of process.

The Employer, shall provide the Union with the current names and addresses of all County Supervisors and the County Engineer, who also serves as the Labor Relations Representative for service of process.

**Section 4. Discrimination**. There shall be no discrimination in regard to the respective policies, consistent with the Code of Iowa and will not violate the rights of any employees covered by this Agreement.

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

**Section 5. Bulletin Boards**. The Union shall be permitted to post official Union notices on the bulletin board in the County shop. Said Union notice(s) must be signed by the Union representative of Local 3094.

**Section 6. Labor Relations Committee**. A committee will be set up for meeting quarterly to discuss issues of concern to both the employees and the Employer. The committee will consist of four (4) members, two (2) members selected by the Union and two (2) selected by the Employer.

The purpose of this committee shall be to afford both labor and management a forum, in which to communicate on items that may be of interest to both parties. The Committees are established as a communication vehicle only and shall not have authority to bind either the Union or

management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in Labor Relations Committee Meetings which are held during their regularly scheduled hours of employment.

**Section 7. Discipline and Discharge**. The Employer shall not discipline an employee without just cause. Disciplinary actions may be processed as a grievance through the grievance procedure with the exception of verbal admonishments. Employees shall receive and sign a copy of any disciplinary action that is put in their file. The Local President shall be informed of all disciplinary actions, however, details of the alleged violation shall not be disclosed.

**Section 8. No Reprisal**. The Employer shall not take reprisal action against an employee for a disclosure of information which the employee reasonably believes is evidence of a violation of law or rule, mismanagement, a gross abuse of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

## ARTICLE 7- GRIEVANCE PROCEDURE

**Section 1. Definition.**

It is the declared policy of the County and the Union that in the event a grievance should arise as provided in this Article, that the County and the Union will work to timely and expeditiously resolve said grievances in utilization of the procedures described herein. A grievance is defined as a dispute which may arise between the Employer and the employee regarding a violation, misapplication or misinterpretation of a specific provision of this agreement by the County.

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.

**Section 2. Grievance Procedure. (Steps).**

Should an employee have a grievance, it shall be adjusted in accordance with the following procedure:

Step 1. An employee and/or the Union Steward, shall discuss a complaint or problem orally with their immediate supervisor or their designated representative within, fourteen (14) calendar days following its occurrence in an effort to resolve the problem in an informal manner.

If the County Engineer initiates any action that leads to a Grievance being filed, then Step I shall be waived and the Grievance shall start with Step 2 of the Grievance procedure.

Step 2. If the complaint or problem is not settled in Step 1, it may be appealed, in writing, by the employee or the Union Steward. The employee or their Union Steward shall fill out a grievance form, provided by the Union, and present the grievance to the County Engineer within fourteen (14) calendar days from receipt of the oral answer in Step 1. The County Engineer or their designated representative shall meet with the appropriate Union representative (with or without the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting, by the County Engineer or their designated representative and returned to the employee and their Union Representative within fourteen (14) calendar days from the date of the 2nd Step meeting with the Engineer.

Sten.3. If the grievance is not settled in Step 2 it may be appealed to arbitration by the Union giving written notice of a request for arbitration, submitted to the County Engineer within fifteen (15) calendar days from the date of postmark of the County Engineer's Step 2 answer. Step 2 answers shall be sent by regular U.S. mail or hand delivered. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Step 2 answer of the County Engineer without prejudice or precedent in the resolution of future grievances. The issue as stated in the Step~ 2 meeting shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing.

The failure of any employee to act on a grievance within the prescribed time limits will act as a bar to further appeal. Grievances not answered by the Employer within the prescribed time limits in any step of the grievance procedure shall be automatically appealed to the next step of the

Grievance Procedure. 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 one (1) year prior to the date of initiation of the oral grievance at Step 1.

Within fourteen (14) calendar days of the date of the written request for arbitration, the parties shall meet to select an arbitrator. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the County's receipt of the arbitration notice, the parties or party, acting jointly or separately, shall request in writing the Iowa Public Employment Relations Board to furnish a list of seven (7) arbitrators. Either party may reject the entire list once before the striking procedure begins. Upon receipt of the list, the parties designated representatives shall determine who has the right to strike the first name from the list by a coin toss. Each of the two (2) parties shall alternately strike one (1) name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator.

The decision of the arbitrator will be final and binding on both parties, provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above, the arbitrator shall be requested to issue their decision within thirty (30) days after the conclusion of testimony and argument.

The County and the Union will share equally any joint cost of the arbitrator and of the arbitration procedure, including hearing room and fees and expenses of the arbitrator. Each party shall pay its own cost of preparation and presentation for Arbitration. Should the grievance be upheld, the lost wages of the employee and their union steward will be paid by the employer, however, the expense of a stenographic transcript of the arbitration hearing and the costs of any transcripts will be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Any other expense shall be paid by the party incurring them.

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 change, alter, detract from or 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. If the employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

All grievance and arbitration meetings under this Article are to be open to the public unless the parties mutually agree to hold the hearing in private.

Section 3. Time Limits.

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. Facsimile may also he used in the grievance appeal process.

Section 4. Number of Stewards.

For informational purposes only, the Union shall provide the Engineer with a written list setting forth the names of Union Stewards.

## ARTICLE 8- HEALTH AND SAFETY

Section 1. Safety

Safety is a mutual concern of the Employer and the Employee. The employees, in the course of performing duties, shall report unsafe practices, equipment or conditions to their immediate supervisor.

The Employer agrees to comply with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration and the United States Occupational Safety and Health Administration, U.S. Department of Labor.

Section 2. Protective Clothing

Protective clothing such as hard hats and goggles shall be provided by the Employer. The employee shall be liable for said equipment if lost or damaged, except in the performance of duties. Upon separation from employment, the employee will return all articles provided by the Employer. Prior to making any changes in the current safety policy the Employer will notify the union.

Section 3. Substance Abuse

The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of his job duties and responsibilities. The Employer and the Union will therefore aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary.

Confidentiality

Information concerning an employee's treatment for alcoholism, drug or stress related problems and personnel issues, shall remain confidential. The County Engineer relies on employees to safeguard the confidentiality of information within the County. Any breach of confidence is a violation of trust and a cause for disciplinary action up to and including discharge.

Section 4. Training

The Employer agrees to make a good faith effort to provide employees with such training as is necessary to carry out the duties of their assigned position as determined by: the Employer.

Section 5. Safety Committee

A Safety Committee shall be established and comprised of five (5) members; two (2) which are appointed by the Union, two (2) which are appointed by the Employer and one (1) which is a mutually agreed upon selection. The mutually agreed upon selection can be from either inside or outside County employment. The Committee shall select a chairperson. The Committee shall meet on a monthly basis. Each quarter the Safety Committee shall meet with the entire labor force.

Section 6 Commercial Drivers Licenses.

The County will provide a one time training session, for all County Secondary Road employees, on the New Commercial Drivers Licenses.

Each employee shall be required to possess the type of Commercial Drivers License as indicated on their job description.

## ARTICLE 9- HOLIDAYS

Section 1. Holidays Recognized and Observed.

Regular full-time and probationary employees are eligible for the following paid holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving flay, Day after Thanksgiving, Christmas Day, and one (1) floating holiday. On or before December 15th of each calendar year, the Union will submit in writing to the County Board their recommended dates for the floating holidays for the upcoming calendar year. In the event that the Union does not submit a written recommendation by the specified date, the County Board shall determine the dates for the floating holidays.

An employee on layoff or leave of absence is not eligible for holiday pay.

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

Section 2. Eligibility Requirements.

To be eligible for holiday pay, an employee must have worked the last full scheduled work day or been in pay status immediately before and the first full scheduled work day immediately after each holiday. If the employee is absent on the last scheduled work day before or the first scheduled work day after the holiday as a result of personal illness or on-the-job injury, the employee shall be considered as having met these requirements. The employer may require such evidence as it deems necessary to establish bona fide absence so as to qualify for holiday pay.

Section 3. Holiday Pay.

The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period during which they are actively at work. Holiday pay will be at the employee's normal pay for the day or week for which they would have been scheduled to work.

Section 4. Holiday Premium Pay.

An employee required to work on any recognized paid holiday shall be paid time and one-half (1 1/2) the employee's straight time hourly rate for all hours worked, plus the paid holiday at said straight time rate.

## ARTICLE 10- VACATION

Section 1. Vacation Schedules.

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

| | |
|---|---|
| After one (1) year of continuous service | 40 hours |
| After two (2) years of continuous service | 80 hours |
| After five *(5)* years of continuous service | 120 hours |
| After ten (10) years of continuous service | 128 hours |
| After eleven (11) years of continuous service | 136 hours |
| After twelve (12) years of continuous service | 144 hours |
| After thirteen (13) years of continuous service | 152 hours |
| After fourteen (14) years of continuous service | 160 hours |
| After twenty (20) years of continuous service | 200 hours |

Paid Vacation earned during any year will be credited to the employee's account on their anniversary date.

During the first anniversary year, an employee is not eligible to earn pro rata vacation time and pay. During the subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon straight time hours worked if at least twelve hundred (1200) hours worked.

Paid leave time such as compensatory time, sick leave, vacation time, and Recognized holidays are considered as time worked in the computation of vacation time.

All employees who work eighteen hundred (1800) straight time hours in an anniversary year shall be entitled to one hundred percent (100%) of vacation time and pay.

Temporary Emergency Leave:

Employees may use accrued vacation leave for temporary emergency leaves. This leave shall be granted by the Engineer or the immediate supervisor.

Section 2. Choice of Vacation Period.

Employees will normally take vacation in no less than four (4) hour increments. These increments must be approved by the immediate supervisor or the Mills County Engineer. An employee will submit a request for vacation prior to the requested time oft except in emergencies.

Employees shall file a written request at least seven (7) calendar days prior to the requested time off for vacation leave of more than three (3) days. The employer will answer the request in writing within five (5) calendar days of the request.

The scheduling of vacation leave is dependent upon the judgment and discretion of the immediate supervisor. The immediate supervisor may require the rescheduling of vacation leave, when, in his judgment, it is necessary for the efficient operation of the department.

Section 3. Vacation Pay.

Vacation pay will be at the employee's normal rate of pay for the day or week for which he would have been regularly scheduled to work.

Section 4. Holiday During Vacation Period.

If recognized paid holiday falls during the employee's vacation, the employee shall not be charged with a vacation day on the day the holiday occurs.

Section 5. Vacation Rights in Case of Layoff or Separation.

Upon resignation, layoff, or termination from County service, an employee shall be paid for all unused vacation left at the time of termination.

Section 6. Vacation Carry Over.

All vacation must be taken during the twelve month period following the anniversary date of qualifying employment. At the employee's option, vacation time of eighty (80) hours may be carried over from one year to the next; however, these may not be accumulative, and any time in excess of eighty (80) hours will be forfeited on the employee's anniversary date.

## ARTICLE 11- LEAVES OF ABSENCE

Section 1. Eligibility

Employees shall be eligible for leaves of absence after completing their probationary period.

Section 2. Paid Leaves of Absence

A. Sick Leave

A regular full-time employee who has completed one hundred twenty (120) days of continuous service will be credited with five (5) days of paid sick leave, Thereafter, sick leave will be earned at the rate of one and one fourth (11/4) days per month and can. accumulate up to a maximum of one hundred (100) days. For the employees who, on July 1 of each calendar year, have a sick leave balance of over 100 days, the County agrees to buy back that amount on a ratio of four (4) hours to every eight (8) hours. The employee shall have the option to either take the buy back in cash, compensatory time or vacation leave by notifying the County Engineer in writing of their desire no later than June 15 of each calendar year. In the event the employee fails to notify the Employer, cash will be paid on a separate check.

Any employee who is unable to report for work on any day because of illness must notify their supervisor of this fact by telephone within fifteen (15) minutes of the time they are scheduled to report for work. Failure to give proper notice may be reason for the refusal of sick leave with pay and result in disciplinary action, unless circumstances are beyond the employee's control.

The Employer may request a written medical certification with diagnosis and prognosis for all sick leave after an employee has used five (5) uncertified days of sick leave in a contract year or if reasonable grounds exist to suspect abuse. After an employee has used five (5) uncertified sick days, the Employer shall advise the employee that a medical certification slip will be needed for the use of sick leave. If the Employer demands an additional form of proof different than that which was furnished by the employee, and involves cost to the employee, the Employer shall pay the cost of such professional services when such verifies that the employee was not abusing sick leave. When the employee is directed to obtain such evidence during his/her hours of scheduled work, the employee shall be allowed time off without loss of pay or other benefits.

For the purpose of this Article, uncertified sick leave days shall mean any sick leave day which was not accompanied by a written medical certification verifying the illness and/or injury. Sick leave utilized for family members is separate and shall not count against the employee's five (5) uncertified sick days.

Sick leave will not be granted if an employee is injured while gainfully employed by a different employer.

Employees within at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence, without loss of seniority, for the duration of their illness or injury or for thirteen (13) months, whichever is shorter.

Family Illness:

The employee may utilize up to forty (40) hours of sick leave per year for the purpose of attending to family illness. Family shall be defined as spouse, children, step children, grandchildren, mother, father, mother-in-law or father-in-law.
Family Death:

Employees shall be granted paid leave time in the amount of up to three (3) working days for the death of a family member. Family shall be defined as the employee's spouse, children, step parents, stepchildren, mother, father, sister, brother, grandparents or grandchildren, niece, nephew, or the employee's mother-in-law, father-in-law, sister-in-law or brother-in-law. Any such leave shall be only for the scheduled work days falling within the period commending with the death and extending through the day of the funeral. Employees required to be a pallbearer shall receive one (1) day paid leave for funerals.

Sick Leave Upon Retirement:

Employees shall be eligible for cash reimbursement of unused sick leave in an amount not to exceed fifty percent (50%) after fifteen (15) years of service and sixty percent (60%) upon retirement.

B. Military Leave

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29A.28 of the Code of Iowa, 1975.

C. Jury Duty/Legal Leave

An employee required to serve as a juror shall receive his regular wages. An employee subpoenaed to appear in court proceedings shall be allowed up to one (1) day paid leave of absence. In order to receive payment of such duty, the employee must submit certification of service and assign all fees to the Employer. When released from duty during working hours, the employee will report to work within two (2) hours.

D. Additional Leave

Additional unpaid leave may be granted at the sole discretion of the County Engineer of in his absence the assistant to the Engineer.

E. In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, members of the AFSCME Iowa Council 61, AFL-CIO shall be allowed to donate their personal sick leave in no less than eight (8) hour increments to assist said employee. Donated sick leave time shall not exceed ninety (90) calendar days. All requests by employees to donate paid leave shall be in writing and submitted to the County Engineer. Should the Employer suspect sick leave abuse by injured/ill employee, the Employer may deny employee contribution to such employee.

## ARTICLE 12- HOURS OF WORK AND OVERTIME

Section 1. Work Schedule

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.

Section 2. Work Day

The normal work hours shall be from 7:00 a.m. to 3:30 p.m. Monday through Friday.

Section 3. Work Week

The work week starts at 12:01 a.m. on Monday and ends at 12:00 Midnight the following Sunday.

Section 4. Rest Period

All employees shall receive two fifteen (15) minute rest periods during each scheduled eight (8) hour working period, said rest periods shall be from 9:3.0 a.m. to 9:45 a.m. and from 2:00 p.m. to 2:15 p.m. Alternate break periods may be approved by the employee's immediate supervisor. When an employee has completed two (2) hours of overtime work, the employee shall be entitled to a fifteen (15) minute rest period.

Section 5. Meal Periods

During the normal day, the Employer will grant: a one-half (1/2) hour unpaid lunch period. The time period for this lunch break will normally be from 11:30a.m. to 12:00 noon, however, this time period may vary due to the work load. Supervisors will approve alternate lunch periods if required.

Section 6. Overtime

A. Overtime Compensation

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 in any work week or in excess of eight (8) hours in any workday. There shall be no pyramiding of overtime.

1. The decision to receive overtime payment in cash or compensatory time rests with the employee.

2. However, eighty (80) hours is the maximum an employee may accrue. Employees who accrue the sick leave conversion as stated in Article 11- Leaves of Absences, Section 2, Paragraph A, Subparagraph 2, may exceed the compensatory time lid by eight (8) hours. Compensatory time is earned at the same rate as overtime pay. Employees who have a compensatory time leave balance of over eighty (80) hours as of the completion of the first pay period in June, shall be compensated in cash for the over eighty (80) hour balance at their respective hourly salary. This payment shall be made upon completion of the second pay period in June. All accumulated compensatory time must be used within the following fiscal year.

B. Work Time

All paid leave except sick leave shall be counted as working time for the purpose of determining overtime

## ARTICLE 13- PROMOTIONS

No permanent vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of five (5) workdays and present employees have had the opportunity to apply for such positions. Each vacancy shall be posted and once posted it shall remain posted until after the five (5) day posting period has expired.

The applicant whose job performance, ability and qualifications meet the Engineer's requirements will be given a trial period of no less than thirty (30) days and no more than sixty (60) days. Should the Engineer determine, based upon the employee's job qualifications and past performance, that the trial period is not necessary, the Engineer may waive said trial period at which time the employee will be awarded the position. In the event an employee is unable to perform the work to the Engineer's satisfaction during the trial period, or at the employee's request, the employee shall be returned to their previous position. An employee working in a trial position shall be paid the rate of pay of that position from the beginning of the trial.

When an employee has successfully completed a trial, they will be awarded the position.

## ARTICLE 14- LAYOFFS

Section 1. General Layoff Procedures

When the work force is to be reduced the employee with the least job classification seniority in the job classification affected shall be the first removed. The employee removed can then replace an employee with lesser seniority, in a lateral or a lower lob classification, if they are qualified to perform the work.

Section 2. Recall Rights

On recall from layoffs, employees will be returned to work in reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by a notice in writing, sent by certified mail with a return receipt requested, to the last address shown on the Employer's record. It is the employee's responsibility to keep the Employer informed of their current address and phone number.

## ARTICLE 15- SENIORITY

Section 1. Definition

Seniority means an employee's length of continuous full-time service with the Employer since their last date of hire.

Section 2. Probationary Period

A new employee shall serve a probationary period of one hundred twenty (120) calendar days. Said probationary period may be extended upon mutual agreement between the employee and the Employer. If the probationary period of any employee is extended, the Local Union President shall be notified. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and their seniority will be determined from their date of employment, as defined in Section 1 of this Article. Probationary employees may be terminated, demoted, or laid off for any reasons during their probationary period without recourse to the grievance procedure.

Section 3. Temporary Status

An employee's temporary status may be extended upon mutual agreement between the employee and the Employer. If the temporary status of any employee is extended, the Local Union President shall be notified.

Section 4. Termination of Seniority

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

1. An accepted employee resignation.

2. An employee absent from work for three (3) consecutive days without notification to the Employer.

3. Employee is terminated for cause.

4. Employee is laid off and fails to report to work within fourteen (14) calendar days after receipt of the registered letter notifying the employee of recall.

5. An employee is absent from work for any reason for over thirteen (13) months or for a period of time equal to their seniority, whichever is shorter. An employee may be absent from work longer than thirteen (13) months with permission from the Employer.

Section 5. Seniority Accumulation

An employee on unpaid leave stops accumulating seniority after thirty (30) days.

Section 6. Seniority Lists.

The seniority list shall be revised to reflect the employee's status as of July 1 of each year. The County will provide each employee with a copy of the seniority list no later than July 15 of each year. The employee or the Union shall notify the Engineer in writing no later than September 1 of each year that the list is not accurate. The written notification shall detail the inaccuracy of the list and the remedy requested.

## ARTICLE 16- INSURANCE

Section 1. Health Insurance.

The County shall provide group insurance coverage for medical/surgical, including major medical benefits (Group Insurance Plan). The County shall pay one hundred percent (100%) of the insurance premium for the single coverage under the Group Insurance Plan.

An Employee obtaining family coverage under the Plan shall pay twenty percent (20%) of the monthly family health insurance premium.

All employees shall be reimbursed one-hundred dollars ($100) per contract year to assist with the cost of prescription deductibles. In order to receive reimbursement, the employee is required to submit receipts to the Auditor.

The insurance program referred to in this contract (ISAC 8) shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer. In the, event the Employer has to change medical providers during this contract period, the parties agree to reopen this article for negotiations. The Employer shall adhere to all requirements of the health insurance carrier.

Section 2. Workers' Compensation Benefits.

Workers' compensation insurance has primary responsibility for worker's compensation injuries. The Employer shall ensure that medical expenses of injured workers are paid to the extent covered under group medical benefits as set forth in Article 16 of this Agreement during the tendency of Industrial Commission appeal proceedings for worker's compensation benefits and the Employer or its insurance carrier, if any, shall continue to possess all tights of subrogation as provided by law arising from the payment of such expenses.

All regular full-time employees who have been injured in the scope and course of his/her employment with the Employer and who is eligible for Workers' Compensation payments, may elect to supplement Workers Compensation benefits with sick leave, vacation leave or compensatory time leave in accordance with Iowa Code 85.38(3). Sick leave may be used only to the extent it is available.

The Employer may only make deductions from sick leave for the difference between the regular net pay and the Workers' Compensation pay.

Section 3. Life Insurance.

The County shall provide all regular full-time and part-time employees a $10,000 life insurance policy. This policy covers dependents. The coverage is $2,000 for spouses, $200 for children age fourteen (14) days to six (6) months, and $2,000 for children from six (6} months of age to age nineteen (19). If the child is a full-time student the coverage is extended to age twenty-three (23). The County shall provide an additional $7,500 life insurance policy to all regular full-time employees. Both policies include accidental death and dismemberment coverage.

Section 4. Dental Insurance.

The County shall pay the entire single premium of the dental insurance provided for all regular full-time employees. Dependent coverage is also available to employees; however employees choosing to participate in this program shall pay the premiums for this coverage.

## ARTICLE 17- WORKING OUT OF CLASSIFICATION

When an employee works in a classification higher than that to which he has been appointed for five (5) days per contract year, he shall be compensated at the rate of pay provided for such higher classification, on the sixth ($6^{th}$) day in the higher classification.

## ARTICLE 18- WAGE AND SALARY SCHEDULE

Section 1. Job Classifications Pay Grade Assignments.

The following job classifications will be assigned to the corresponding pay grades. Employees will move through the pay steps, in section 2, based on years of service.

| | |
|---|---|
| Grade 1 | Labor/Truck Driver |
| Grade 2 | Truck Driver II (Tractor/Trailer)<br>Equipment Operator I, Mechanic I<br>Partsman, Welder, Truck Driver I,<br>Shop Assistant |
| Grade 3 | Grader Operator<br>Equipment Operator II<br>Sign Control |
| Grade 4 | Mechanic II |

Section 2 Salary Schedule

| **July 1, 2004** | **Step 1** | **Step 2** | **Step 3** |
|---|---|---|---|
| **2.50%** | **Start** | **1 Year** | **4 Years** |
| Grade 1 | $11.55 | $13.61 | $14.04 |
| Grade 2 | $12.70 | $15.04 | $15.53 |
| Grade 3 | $12.93 | $15.28 | $15.81 |
| Grade 4 | $13.13 | $15.53 | $16.09 |

| **July 1, 2005** | **Step 1** | **Step 2** | **Step 3** |
|---|---|---|---|
| **1.75%** | **Start** | **1 Year** | **4 Years** |
| Grade 1 | $11.75 | $13.85 | $14.29 |
| Grade 2 | $12.92 | $15.30 | $15.80 |
| Grade 3 | $13.16 | $15.55 | $16.09 |
| Grade 4 | $13.36 | $15.80 | $16.37 |

| **January 1, 2006** | **Step 1** | **Step 2** | **Step 3** |
|---|---|---|---|
| **1.75%** | **Start** | **1 Year** | **4 Years** |
| Grade 1 | $11.96 | $14.09 | $14.54 |
| Grade 2 | $13.15 | $15.57 | $16.08 |
| Grade 3 | $13.39 | $15.82 | $16.37 |
| Grade 4 | $13.59 | $16.08 | $16.66 |

| **July 1, 2006** | **Step 1** | **Step 2** | **Step 3** |
|---|---|---|---|
| **3.00%** | **Start** | **1 Year** | **4 Years** |
| Grade 1 | $12.32 | $14.52 | $14.98 |
| Grade 2 | $13.54 | $16.03 | $16.56 |
| Grade 3 | $13.79 | $16.30 | $16.86 |
| Grade 4 | $14.00 | $16.56 | $17.16 |

## ARTICLE 19- DEFINITIONS

Section 1. A part-time employee is an employee who is hired for a period of thirty-two (32) hours per week or less.

Section 2. Temporary employees and summer employees, those working one hundred twenty (120) calendar days a year or less, shall not accumulate seniority, nor shall they be entitled to vacation or insurance benefits.

Section 3. Part-time employees, those employees regularly scheduled to work less than thirty-two (32) hours per week, shall not acquire seniority rights, nor shall they be entitled to vacation or insurance benefits.

Section 4. A probationary employee is one who has not completed one hundred twenty (120) consecutive calendar days of continuous service as a permanent employee with the Employer. During the probationary period, such employee may be discharged by the Employer with an explanation; any such discharge shall not be subject to grievance.

Section 5. A permanent employee is an employee other than a temporary employee or a part-time employee.

Section 6. Except where the contract clearly indicates otherwise, the word "employee", when used in this Agreement, shall be limited to mean "permanent" employee.

Section 7. Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 8. Union, as referred to in this Agreement, shall mean Local 3094 of the American Federation of State, County and Municipal Employees, AFL-CIO, Iowa Council 61.

Section 9. Employer, as referred to in this Agreement, shall mean Mills County, Iowa, acting through its Board of Supervisors to act on its behalf.

Section 10. Bargaining unit shall refer to the permanent employees within the eligible classifications pursuant to the Order of Certification in Case No. 1194 of the Iowa Public Employment Relations Board, as it may be amended from time to time.

## ARTICLE 20- LIGHT DUTY POLICY

Section 1. The County Engineer may allow an employee to return to work on a "light duty" basis if the employee has a physician's statement that releases the employee with limitations and/or restrictions. The light duty policy will be in accordance with the following criteria:

1. If there is a light duty position or work duties available within the Secondary Roads department that satisfies the restrictions set forth by the physician, the employee will be assigned to said position or duties.

2. If there is a light duty assignment available outside of the department that satisfies the restrictions set forth by the physician, the employee may be assigned to said position.

3. Light duty is not meant to be a permanent work arrangement, therefore an employee will be placed in a light duty position for a period of time equal to the shorter of:
   a. the time the employee remains under physician's restricted release,
   b. the light duty job is no longer available, or
   c. a maximum of twenty (20) calendar days.

Section 2. If an employee remains on restricted status following the completion of twenty (20) calendar days of light duty, his/her health condition will be evaluated to determine whether or not further light duty is appropriate.

Section 3. The application of a light duty assignment is a management right determination; therefore the rejection or limitation of a light duty assignment cannot be grieved by the employee.

## ARTICLE 21- LONGEVITY PAY

All full-time employees will receive longevity pay according to the following schedule:

After 5 years of continuous service: $250 per year

After 10 years of continuous service: $450 per year

After 15 years of continuous service: $600 per year

After 20 years of continuous service: $900 per year

After 25 years of continuous service: $1,200 per year

Longevity pay shall be paid on a separate check issued with the first pay check in the month of January. December 31st is the eligibility date for receiving longevity payment.

## ARTICLE 22- DURATION

THIS AGREEMENT shall be effective from July 1, 2004 through June 30, 2007. Signed this _____day of _____ 2004.

EMPLOYER
SECONDARY ROADS DEPARTMENT
MILLS COUNTY, IOWA

By _____
County Engineer

By _____
Chairman, County Board of Supervisors

UNION
LOCAL NO. 3094 OF THE
AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO

By _____
Staff Representative

By _____
Employee Representative

Acknowledged by:

By _____
Employee Representative

By _____
Employer Representative

By _____
Employee Representative