Muscatine Co. Teamsters #238 (Roads) 7/1/2006 6/30/2007

MUSCATINE CO. / TEAMSTERS #238 (ROADS) 06-07

AGREEMENT

regarding

MUSCATINE COUNTY
SECONDARY ROAD DEPARTMENT

between

MUSCATINE COUNTY

and

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238,
affiliated with the
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

July 1, 2006 to June 30, 2007

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006, by and between MUSCATINE COUNTY SECONDARY ROAD DEPARTMENT, Muscatine, Iowa, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS & HELPERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, 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, 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 employees of the Muscatine County Secondary Road Department, which includes: all Muscatine County Secondary Road Department employees, including Maintenance Highway Worker; Engineer Aide; Engineer Tech; Equipment Maintenance Worker; but excluding office and clerical employees, confidential employees, and all other employees excluded by Section 4 of the Act, and all other County employees. Reference is made to Certification Case No. 1039, dated August 8, 1977.

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

ARTICLE 3
NON-DISCRIMINATION IN EMPLOYMENT

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

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

Wherever this Agreement refers to the male gender, it shall also mean the female gender.

The parties agree that exceptions to this Agreement may be required to comply with the Americans with Disabilities Act. The County agrees to meet and confer with the Union regarding these exceptions.

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, picketing, boycotting, sit-ins, 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 5
SEPARABILITY AND SAVINGS

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

ARTICLE 6
DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked on thirty (30) days written notice to the Employer, the Employer agrees to deduct the regular monthly dues of such employee from his/her pay and remit such deduction to the official designated by the Union. The

Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

Checkoff for Credit Union
The Employer agrees to deduct from member's paycheck authorized deductions for the Port City Credit Union. Same will be remitted to the Credit Union as provided above.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgements 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 7
GRIEVANCE PROCEDURES AND ARBITRATION

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 of any expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Step 1. An employee shall discuss a complaint or problem orally with his/her immediate supervisor within three (3) working days following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the County Engineer within three (3) working days following the oral discussion. Within ten (10) working days after the grievance is presented in writing, the County Engineer will answer the grievance in writing.

Step 3. If the grievance is not settled in Step 2 of the grievance procedure, within five (5) working days after receiving the written response from the County Engineer, the Union or the aggrieved employee shall request a meeting between the aggrieved employee, the Union Steward and/or Business Agent, the County Engineer and the Chair of the Board of Supervisors and/or his/her designee. Within five (5) working days following the meeting, the County Engineer will answer the grievance in writing.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within three (3) working days after the date of the County Engineer's answer given in Step 3.

An aggrieved employee may elect not to have a Union representative present at the grievance meeting(s), if adjustment is not inconsistent with the terms of this Agreement.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form, as provided in Step 2 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not timely answered by the Employer, it shall automatically be referred to the next step.

After either party hereto has notified the other of its referral of a case to arbitration, the parties, within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration, shall request in writing the Public Employment Relations Board to furnish a 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. The Union is to strike the first name.

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 hear and decide the pending case.

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall pay its own cost of preparation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

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

If the employee files any claim or complaint in any forum 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.

ARTICLE 8
SENIORITY

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

A new employee shall serve a probationary period of sixty (60) days worked. Said probationary period may be extended upon mutual agreement between the Employer and employee. A copy of said agreement shall be sent to the Union. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of employment. Probationary employees may be terminated, demoted, laid off for any reasons during their probationary period without recourse to the grievance procedure.

Temporary employees and summer employees, those working one hundred twenty (120) workdays or less, part-time employees, those employees regularly scheduled to work less than thirty (30) hours per week, shall not accumulate seniority nor shall they be entitled to any vacation, insurance benefits, or payments of other fringe benefits.

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

1. An employee quits.
2. An accepted employee resignation.
3. An employee absent from work for three (3) days without notification to the Employer.
4. Employee is terminated for cause.
5. Falsification on employment application.
6. Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
7. Employee is laid off and fails to report to work within seven (7) calendar days after having been recalled.
8. Failure to report for work at the end of leave of absence.
9. An employee is absent from work for any reason except for on-the-job injury for over twelve (12) months or for a period of time equal to his/her seniority, whichever is shorter.

As long as an individual is employed by the Employer out of the bargaining unit, his/her bargaining unit seniority continues to accumulate for up to six (6) months.

An employee on unpaid leave does not accumulate seniority.

The seniority list shall be revised to reflect the employees' status each year.

ARTICLE 9
LEAVES OF ABSENCE

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

Sick Leave

A full-time employee will earn sick leave on a bi-weekly, pay period basis at a rate equivalent to ninety-six (96) hours per fiscal year (3.694 hours per pay period) and can accumulate up to a maximum of seven hundred twenty (720) hours. A part-time employee will earn sick leave on a bi-weekly, pay period basis at a rate equivalent to forty-eight (48) hours per fiscal year (1.847 hours per pay period) and can accumulate up to a maximum of three hundred sixty (360) hours.

A medical doctor's written verification of illness or injury may be required by the Employer for substantiation of an illness or injury.

When absences due to sickness are necessitated, the employee shall notify the Employer prior to the beginning of his/her scheduled reporting time. Failure to do so will result in the employee being considered absent without leave, and subject to disciplinary action.

The County will pay back, to all regular full-time employees covered by this Agreement, the same percentage as granted other County employees for all accumulated sick leave above seven hundred twenty (720) hours per year in a separate paycheck during the month of December each year.

Upon separation, retirement, or death, employees with at least four (4) years seniority will be paid at one-half (1/2) their normal rate for all accumulated sick leave, except when discharged for proper cause.

Family Illness Leave

Sick leave may be used for personal illness or injury, which renders an employee unable to perform the duties of their position or for care and necessary attention of ill or injured family members as defined in the Funeral Leave section of this Agreement.

Funeral Leave

In case of the death of a sister, brother, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law or sister-in-law, an employee may be allowed time off with pay, not exceed three (3) days. In case of the death of a mother, father, spouse or child, an employee may be allowed time off

with pay, not to exceed five (5) days. Additional time off, without pay, may be approved by the department head.

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 29.A28 of the Code of Iowa (1997).

The Employer recognizes an employee's reemployment rights in accordance with the Universal Military Training and Service Act.

Jury Duty/Legal Leave
An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, except mileage. When released from duty during working hours, the employee will report to work within one (1) hour.

Leaves Without Pay
A leave without pay for up to six (6) months may be granted by the Employer for illness and other legitimate reasons as determined by the Employer.

The Employer may, at its discretion, authorize a paid and/or unpaid leave of absence for an employee to attend a school for the purpose of training in subjects related to the work of the employee and which will benefit the employee and Employer.

If an employee is required by the Employer to attend a school, the Employer will pay all reasonable and necessary expenses.

Family and Medical Leave
The parties agree to comply with the Family and Medical Leave Act.

ARTICLE 10
JOB CLASSIFICATION OPENINGS

All openings of employment with the Public Employer that pertain to and are covered by this Agreement shall be posted on bulletin boards. Posting shall be at a conspicuous place so that all employees will receive notice of the vacancy in the job or position open. All job openings covered by this Agreement shall be posted at least five (5) workdays prior to seeking a person not currently employed by the Public Employer. All employees who do not have access to a bulletin board on a daily basis shall be notified by mail or some type of special notice.

The most senior employee demonstrating the minimum skills and abilities for the job posted will be given a trial period. Where qualifications and ability between bidders are equal, seniority shall govern, subject to the grievance procedure. The successful job bidder will be placed into the new job classification at the full rate of pay for the higher classification for a trial period of a minimum of ten (10) and

maximum of forty-five (45) working days. Within said trial period, the employee must demonstrate that he/she meets the Employer's expectations or he/she will be removed and returned to his/her former job classification. The Employer may decide to extend the trial period with notification to the employee and the Union. Qualified applicants outside the unit may be considered by the Employer after said five (5) working days posting obligation is met or after said trial period if no other qualified employee in the unit applies.

When an employee advances to a higher grade, the employee shall receive a wage increase of one dollar ($1.00) per hour for each grade advanced. If the promoted employee's resulting hourly rate exceeds the hourly rate of a more senior employee in the new grade or a higher grade, the more senior employee's rate shall be increased to equal that of the promoted employee.

ARTICLE 11
LAYOFF

When layoffs are necessary, those employees with the least seniority in the job classification affected will be laid off first, provided those employees retained are the most qualified to carry on the work or operation. The employee removed can then replace the least senior employee with less qualifications and ability in any job classification, provided they are qualified to perform the work. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights, except they shall be considered when the Employer hire outside employees.

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.

It is the employee's responsibility to keep the Employer informed of their current address and phone number. An employee must report to work within five (5) working days after receipt of the notice of recall or within seven (7) days after the notice of recall is mailed, whichever is less, or unless otherwise mutually agreed. Failure to report within said period shall result in the employee losing his/her seniority and his/her employment relationship shall be terminated.

ARTICLE 12
JOB DESCRIPTIONS AND ASSIGNMENTS

The Public Employer will prepare and maintain, as needed, job descriptions for those job classifications covered by this Agreement.

It is fully understood by the parties that every incidental duty connected with the County operations and as enumerated in job descriptions is not always specifically described, and employees, at the discretion of the Public Employer, may be required to perform duties not within their immediate job description. An

employee, if put in a higher wage classification for (4) hours or more, shall receive the higher rate of pay for that classification for the period of time assigned for the day or time spent in that classification, if qualified. This shall not apply in training situations. Providing, however, that should a lower paying classification be assigned an employee temporarily, that employee shall not lose any wages or be lowered to a lower wage classification.

ARTICLE 13
VACATIONS

Paid vacation is based on an employee's years of service with the County. Regular full-time employees accrue vacation as follows:

Length of Continuous Service	Bi-weekly Accrual Rate
Start of employment through end of 4th year	3.078 hours
Start of 5th year through end of 9th year	4.616 hours
Start of 10th year through end of 14th year	5.540 hours
Start of 15th year through end of 19th year	6.154 hours
Start of 20th year and thereafter	7.694 hours

Regular part-time employees earn paid vacation at one-half the rates listed above.

Vacation time is accumulated on a bi-weekly, pay period basis beginning on an employee's first day of employment. Increases in annual accrual rates become effective on the first day of the first pay period following an employee's anniversary date. If an employee is in non-pay status for more than one-half of their scheduled hours during a pay period, they do not accrue vacation time for that pay period.

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

Vacation days shall not be taken in segments of less three (3) hours. The department head shall approve or deny all vacation requests. Vacation time may require rescheduling to ensure the efficient operation of the department as determined by the department head.

Unused vacation time can be carried over from one year to the next up to a maximum carry-over of an employee's current accrual rate plus forty (40) hours. Unused vacation in excess of these limitations will be forfeited unless unusual circumstances require the employee's presence at work. All such exceptions should be documented by the department head and filed with the Administration Office. Under no circumstances will an employee be allowed to carryover hours in excess of the above limitation for more than ninety (90) days.

Upon separation from the County, an employee will be paid for all unused vacation time if the employee has provided written notice at least two weeks in advance of their last day on the job. Payout for accrued hours shall be in accordance with the rules outlined in the Separation section of the County's Employee Manual.

A day's vacation pay will be at eight (8) hours straight time and shall be considered as time worked in the computation of overtime.

During the first anniversary year of employment, an employee is eligible to earn pro rata vacation time and pay. During 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 are worked. Paid leave time such as sick leave, vacation time, and recognized holidays are considered as time worked for purposes of this paragraph.

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.

ARTICLE 14
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 guarantee 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 a.m. on Monday and ends at Midnight the following Sunday.

The normal work hours shall be from 7:00 a.m. to 3:30 p.m. Monday through Friday, with a thirty (30) minute unpaid lunch period, which shall be normally taken at or near the middle of the eight (8) hour shift. All employees shall have a fifteen (15) minute rest period during each one-half (1/2) shift. Normally, this rest shall be in the middle of each one-half (1/2) shift.

Summer Schedule

During the months of June, July and August, the normal work hours for employees shall be from 6:00 a.m. to 4:30 p.m., four consecutive days per week, with a thirty (30) minute unpaid lunch period, which shall be normally taken at or near the middle of the ten (10) hour shift. All employees shall have a fifteen (15) minutes rest period during each one-half (1/2) shift. Normally, this rest shall be in the middle of each one-half (1/2) shift.

The summer schedule shall commence prior to June 1 and terminate after August 31, on specific dates to be determined at the sole discretion of the Employer. To accommodate manpower needs, the Employer may assign employees to a Monday through Thursday schedule or a Tuesday through Friday schedule. The Employer shall provide a minimum of one weeks notice prior to commencement or termination of the summer schedule.

The Employer reserves the right to schedule employees to normal work hours if their particular job assignments cannot effectively be completed in summer schedule work hours.

Overtime

Overtime shall be paid for at the rate of time and one-half (1 ½) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in one (1) day or forty (40) hours in any workweek. All hours worked on a Sunday shall be paid at the rate of two (2) times the employee's straight time hourly rate. Paid leaves shall not be counted as working time for the purpose of determining overtime.

All employees who work the schedule of four (4) ten (10) hour days will be paid overtime after ten (10) hours per day or forty (40) hours per week, whichever comes first.

When the need for overtime is anticipated (known at least the day before), overtime will be offered on the basis of seniority to all employees qualified for the work required. If no one desires the overtime, the qualified employee with the least seniority shall be required to work the overtime.

A separate seniority list will be kept for truck drivers. Employees assigned to motor grader districts will be called out without respect to seniority in order to operate the motor grader in their district.

When employees are required to respond to an after hours emergency (e.g., an accident, serious road problem, etc.), employees may be assigned the work without regard for seniority.

Compensatory Time

An employee may, in lieu of overtime pay, receive compensatory time. Compensatory time will be earned at the rate of one and one-half (1 ½) hours for each hour of overtime worked. The employee must receive approval from the Engineer for the scheduling of compensatory time. An employee is allowed a maximum accrual of 80 hours of compensatory time.

Call-In Pay

An employee called in to work outside the scheduled workday shall receive two (2) hours of pay at their straight time hourly rate or their applicable rate of all hours worked, whichever is greater.

If an employee is called back to work within two (2) hours of their shift ending, they will be paid from the time their shift ended until they are excused from duty. If this time exceeds two (2) hours, they shall not also receive call-in pay.

ARTICLE 15
HOLIDAYS

Regular full-time employees are eligible for eleven (11) paid holidays during the course of a calendar year. The Board of Supervisors will annually select holidays, notifying employees of its selection on or about the first of January. The Board typically designates nine (9) or ten (10) holidays for a calendar year; the remaining days are designated as personal days and must be used prior to the end of the calendar year or are forfeited. Unused personal days are forfeited upon termination.

Regular full-time employees who begin employment before March 31st will be credited the full number of personal days designated by the Board for that calendar year. Regular full-time employees who begin employment between April 1st and June 30th will be credited three-fourths (3/4) the full number of personal days designated for that calendar year. Regular full-time employees who begin employment between July 1st and September 30th will be credited one-half (1/2) the full number of personal days designated for that calendar year. Regular full-time employees who begin employment between October 1st and December 31st will be credited one-fourth (1/4) the full number of personal days designated for that calendar year. Regular part-time employees will be credited at one half (1/2) the rate of full-time employees.

Employees shall work their regular schedule, including holidays, unless vacation or compensatory time is requested and approved by the department head.

Regular full-time employees shall be paid for each of the holidays set forth in this Article unless they are on unpaid leave or on layoff. An employee required to work on any recognized paid holiday shall be paid one and one-half (1 1/2) times the employee's appropriate rate of pay for all hours worked, plus the paid holiday. Holiday pay shall be considered as time worked in the computation of overtime.

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 unless the absence is approved by the County Engineer or his designee.

An employee on layoff is not eligible for holiday pay.

A recognized paid holiday occurring on Saturday will normally be observed on the Friday preceding and a holiday occurring on Sunday will normally be observed on the following Monday. The Employer will make the final determination.

ARTICLE 16
RULES

The Employer may, from time to time, develop, put into effect, and enforce work rules through employee discipline. Said work rules will be sent to the Union five (5) days prior to their effective date. Said work rules shall not be in conflict with this Agreement.

ARTICLE 17
VISITATION

The Business Representative of the Union, who has been previously identified by the Union to the County Engineer, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operations. The Union representative is to notify the County Engineer prior to his/her visitation.

ARTICLE 18
PAYDAY

Payday for all employees shall be every other Friday. Not over one (1) week's pay shall be held back .

ARTICLE 19
BULLETIN BOARDS

The Public Employer shall provide a portion of the bulletin board in mutually satisfactory places for official Union notices which shall apply to only County employees and for the purpose of posting of jobs. All bulletin board notices must be approved by the County Engineer and signed by the Union representative of Local No. 238.

ARTICLE 20
MILEAGE

Employee's travel time to and from the job site or location shall be considered as a part of the eight (8) hour workday, providing the employee first reports to the County-owned maintenance shed or meeting location to pick up the equipment needed on the job site or location. The Engineer shall designate the employee's job site or location.

After the authorization of the County Engineer, an employee that is required to furnish his or her personal vehicle will be paid thirty-five cents ($.35) per mile for all mileage incurred by the employee. Mileage shall be turned in monthly and normally paid quarterly.

ARTICLE 21
INSURANCE

The employees will be allowed to participate in the 457 Deferred Compensation Plan as established by the County. The Employer agrees to pay the single premium for each eligible regular full-time employee for a Health/Medical Group Program, Dental Program and Vision Program of the Employer's choice. The County will pay the same dollar amount toward the dependent health coverage and annuity as paid to other County employees.

The Employer agrees to pay the premium for a Long Term Disability plan of the Employer's choice, with the following coverage: sixty percent (60%) of the employee's monthly earnings, up to $6,000. There shall be a ninety (90) day waiting period, with allowance for a Work Incentive Benefit for up to twelve (12) months, and maximum benefit period of two (2) years (with extension up to the employee's Social Security Normal Retirement Age in some circumstances).

The Employer will provide the bargaining unit employees the same Life insurance as provided other County employees.

ARTICLE 22
LONGEVITY PAY

Hourly paid employees shall receive $.20 additional longevity pay for each year of service up to a maximum of thirty (30) years, payable on his/her anniversary date. (See appendix A)

ARTICLE 23
EVALUATIONS

Employees will be evaluated by the Employer once a year. An evaluation that results in an overall rating of "unsatisfactory" shall be subject to the grievance procedure. The evaluation will be sustained unless the employee establishes that it is arbitrary, capricious or without basis in fact.

A conference regarding the evaluation shall be held between the employee and the Employer following the completion of the written evaluation. If the Engineer has not performed the evaluation, the Engineer shall participate in the evaluation conference. A copy of the written evaluation, signed by both parties, shall be given to the employee.

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

ARTICLE 24
PERIOD OF AGREEMENT

This agreement shall be in full force and effect from July 1, 2006, to June 30, 2007, and shall continue in full force and effect from year to year thereafter unless either party gives written notice to change or modify the Agreement. Said notice must be given on or before September 15, 2006.

Signed this 3rd day of April, 2006.

EMPLOYER	UNION
SECONDARY ROAD DEPARTMENT, MUSCATINE COUNTY, IOWA	CHAUFFEURS, TEAMSTERS & HELPERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
By John Oberhaus	By Gary Burnham
Chair, Muscatine County Board of Supervisors	Title Sec Treasurer 3/28/06
By Keith White by Mary Schrader	By Kimbra Wilson 3/3/06
County Engineer County Administrative Asst	Title Business Representative

APPENDIX A
WAGE RANGE
JULY 1, 2006

JOB CLASSIFICATION	START/BASE RATE
Grade 01 Highway Maintenance Worker 1	11.25
Grade 02 Highway Maintenance Worker 2	12.25
Grade 03 Highway Maintenance Worker 3 Equipment Maintenance Worker 3	13.25
Grade 04 Highway Maintenance Worker 4 Roadside Manager	14.25
Grade 05 Equipment Maintenance Worker 2	15.25

Effective July 1, 2006, current employees shall receive $0.35 per hour increase to his/her 2005/06 base rate. Effective January 1, 2007, current employees shall receive $0.35 per hour increase to his/her current base rate.

Effective on their anniversary date, hourly employees shall receive $0.20 per hour additional longevity pay added to the starting/base rate of his/her classification for each year of service up to a maximum of thirty (30) years ($6.00).

Employees hired into a Grade 1 job classification will automatically advance to Grade 2 on their first anniversary of service. Employees in a Grade 2 job classification will automatically advance to Grade 3 on their tenth anniversary of service.