PALO ALTO CO. / PPME (ROADS) 05-07

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2005, by and between PALO ALTO COUNTY, IOWA SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and LOCAL UNION 2003, PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES, STATE OF IOWA, IBPAT, AFL-CIO, hereinafter called the "Union". Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

PREAMBLE

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 such 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.

It is the intention of this Agreement to set forth the entire Agreement of the parties covering employment conditions where not otherwise mandated by a 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 statutes of the State of Iowa, except as controlled by this Agreement.

The Employer and the Union agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfers, layoff, discipline, or otherwise because of race, creed, color, national origin, sex, age, religion or physical disability, or membership or nonmembership in the Union.

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for all of the Secondary Road Department regular full-time County Road maintenance employees including Survey Crew, Rodman, Foreman, Inspectors and all other personnel that come under the Department, which excludes all supervisory and confidential employees as defined by the Act, including all Engineer's Assistant, E.E.O. Officer and Secretary.

ARTICLE 2
SEPARABILITY AND SAVINGS

If any provision of this Agreement is declared by the proper legislative, administrative, or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the issuance of such decision, the parties agree to negotiate a substitute of the invalidated provision.

ARTICLE 3
EMPLOYER RIGHTS

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 missions; to initiate, certify, and administer its budget; and to exercise all powers and duties granted the Employer by law.

ARTICLE 4
NO STRIKE

Section 12 of the Public Employment Relations Act (Chapter 20, Code of Iowa, 1987) shall be considered part of this Agreement.

ARTICLE 5
GRIEVANCE PROCEDURE

The investigation of processing of a grievance by the Employee Organization representative(s) shall be carried out in a manner which does not interfere with normal operations of the Employer. Time spent by an employee on a single complaint shall be without pay unless permission is requested from the Employer in advance, and approved.

Section 1. Time Limits -- If a grievance is not presented within the time limits set herein, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement

between the Employer and grievant. More than one grievance may be heard by the same arbitrator only by mutual written agreement of the parties.

Section 2. Step One -- Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be taken up by the grievant at the lowest appropriate supervisory level, normally with the immediate supervisor. The grievance shall be discussed orally, but the grievant shall cite the provision(s) of this Agreement allegedly violated. Step One must be taken within fifteen (15) working days of the incident complained of. The immediate supervisor shall have five (5) working days to investigate the grievance and respond to it.

Section 3. Step Two -- If the disposition of grievance in Step One is not satisfactory to the grievant, he/she shall make written report on a copy of the Grievance Form attached to this Agreement, and submit it to the Department Head within five (5) working days after the response from the immediate supervisor. The Department Head shall schedule a conference with the grievant and the immediate supervisor within ten (10) working days of receipt of the complaint. Following the aforesaid conference, the Department Head shall investigate the grievance, and respond to it in writing within five (5) working days.

Section 4. Step Three -- If the grievance is not settled in accordance with the foregoing procedure, the grievant or Employee Organization may, within five (5) working days after receipt of the answer in Step Two, invoke the impasse procedure for the purpose of selecting an arbitrator as specified in this Agreement.

ARTICLE 6
AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him or her in writing by the Employer and the employee or Employee Organization, and shall have no authority to make his or her decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modify or vary in any way the application of law, rules or regulations having the force and effect of law. The arbitrator shall submit in writing his or her decision within twenty (20) days following the closing of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his or her interpretation of the meaning or application of the expressed terms of this Agreement to the facts of the grievance presented.

The arbitrator shall not order back pay in any case for a period of more than thirty (30) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee(s) would have earned from his or her employment with the Employer, but not in excess of the period above defined, less any other compensation for personal services that he or she has received from any source during said period.

No decision of an arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.

No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

ARTICLE 7
EMPLOYMENT

Each employee shall be considered as on probation for a period not to exceed three (3) months from the date of employment. The three (3) month probationary may be extended an additional three (3) months by written notice to the probationary employee, the Union Steward, and the Union Representative outlining the cause for the extension. Any employee may be terminated with probable cause during the probationary period without right of appeal. Upon satisfactory completion of the probationary period, the employee shall be entitled to all rights and privileges granted all permanent employees and the terms of employment shall start as of the date of employment.

Permanent employment status is granted upon satisfactory completion of the probationary period. Permanent employees are expected to work their normal workweek every week except for approved leaves of absence.

ARTICLE 8
MEDIATION AND IMPASSE PROCEDURE

The parties agree to abide by applicable provisions of the Act.

ARTICLE 9
SENIORITY

Seniority is defined as an employee's length of continuous service with the Employer since their last date of hire.

A new employee shall serve a probationary period not to exceed three (3) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of employment.

ARTICLE 10
JOB SELECTION, TRANSFER, PROMOTION AND EVALUATION

Section 1. Selection for hire, transfer, or promotion shall be based upon the following:

A. The skills, knowledge, and ability of the applicant upon education, training and experience.

B. Job performance factors such as judgment, work habits, quantity of work, and quality of work.

C. Applicants must meet minimum qualifications to be eligible for the position.

Section 2. The Employer shall have sole discretion to fill a vacancy or vacancies. The Employer shall post notice of all vacancies and minimum qualifications of an applicant in a designated place for a period of five (5) working days before a vacancy or newly created job classification in the bargaining unit will be filled. Present employees shall have an opportunity to apply for such position and have their application considered before qualified applicants outside the unit shall be considered by the Employer. When more than one (1) employee is being considered to fill a vacancy with equal qualifications, seniority shall rule. The candidate selected to fill a vacancy shall be placed on the pay grade for the job classification. Where a person presently employed by the Employer is selected to fill a vacancy, the rate of pay shall not be less than the employee is presently receiving. The applicant transferred who does not exhibit competence to the satisfaction of the Employer in the performance of duties in the new position within thirty (30) working days, shall be returned to his/her former position.

Section 3. An employee may be temporarily transferred for a period not to exceed two (2) workweeks without any change in pay rate. An employee temporarily transferred to a position with a higher rate of pay for a period exceeding two (2) working weeks shall receive the high rate of pay for the period exceeding two (2) working weeks.

Section 4. Residence -- All persons employed by the County shall live within easily commutable distance from the employment site. This does not apply to consultant, technical, or professional employees who are hired on a contractual basis.

Section 5. The employee designated by the Engineer to as Leadperson for temporary and/or summer help will be paid a twenty cents ($.20) per hour wage differential. This differential is applicable after the employee has been temporarily transferred for a period exceeding two (2) weeks.

ARTICLE 11
REDUCTION IN FORCE AND RECALL

The reduction shall be accomplished in the following sequence: probationary and finally permanent employees. The Employer shall consider qualifications, ability to perform, physical fitness, and seniority; if qualifications, ability to perform, physical fitness are equal between or among affected employees, seniority shall govern. Those employees to be laid off will be notified as soon as possible. Laid off employees shall advise the Employer of their current addresses during layoff.

If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff, 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 notice in writing sent by certified mail, return receipt requested, to the last known address.

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

ARTICLE 12
LEAVE

Section 1. Military Leave -- All probationary and permanent employees shall be granted up to a maximum of thirty (30) days annual leave with pay or as required by military order as per the Code of Iowa.

Section 2. 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 received by an employee shall be forwarded to the Employer. Jury pay does not include payment for mileage. In an emergency, an employee may be required to report for work after being released for jury duty. When an employee reports for work after being released for jury duty, such time spent on jury duty shall be considered as time worked when computing overtime.

Section 3. Funeral Leave -- All probationary and permanent employees shall be allowed time off with pay in accordance with the following schedule: up to four (4) days per occurrence for arrangement or attending the funeral of a spouse, parent, child, mother-in-law, father-in-law, son-in-law or daughter-in-law of the employee; up to three (3) days per occurrence for arrangement or attending the funeral of a brother or sister of the employee; up to one (1) day to attend the funeral of a grandparent, grandchild, brother-in-law, sister-in-law, aunt or uncle of the employee; up to one (1) day to serve as a pallbearer or military honor guard or to attend the funeral of a fellow employee of the Secondary Road Department.

Section 4. Holiday Leave -- All permanent employees shall be eligible for eight (8) hours holiday pay for each observed holiday. When a holiday falls on a Saturday, the preceding Friday shall be granted. When a holiday falls on a Sunday, the following Monday shall be granted. Holidays observed by eligible employees are as follows:

New Year's Day	Labor Day
One-half day Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
	Christmas Day

In addition to the above listed holidays, each employee shall be eligible for one (1) floating holiday each year. The designated date of the holiday shall be established by the Engineer and the Union Steward. If work is required on the designated floating holiday, it shall be rescheduled for those employees who were required to work.

Section 5. Sick Leave -- All permanent employees shall be entitled to accrue sick leave with full pay at the rate of one and one-half (1 1/2) working days for each month of continuous employment, from the last date of hire, subject to the following conditions:

A. 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 contagious disease, the presence at the post of duty would jeopardize the health of others. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by sick leave.

B. Sick leave shall not be used for vacation leave. However, after an employee accrues the maximum accumulation of ninety (90) days, he/she shall earn one (1) day of vacation for every twelve (12) days of sick leave.

C. Sick leave shall not be taken in advance.

D. Sick leave shall not be accumulative for more than ninety (90) working days.

E. In all cases where an employee has been absent on sick leave, he/she shall immediately upon return to work, submit a statement that such absence was due to illness or other reasons stated in item A 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 discretion, require evidence of illness or other reasons defined in item A above as deemed necessary and in all cases, sick leave pay shall not be granted until approved by the Employer.

F. 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.

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

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

I. 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 expiration.

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

K. Failure on the part of an employee to report immediately at the expiration of a leave of absence, except for valid reasons submitted in advance and approved by the Employer, shall be considered a resignation.

L. Workers Compensation benefits are available to employees who are injured on the job. An employee may elect to supplement workers compensation benefits with sick leave if he/she notifies the County in writing. The employee retains the workers compensation check and the County will issue a check to the employee for the difference of the employee's regular pay and worker's compensation payment. The County will deduct withholdings only the difference between the regular pay and the Worker's Compensation pay. That amount will be deducted from the employees sick leave accumulation.

M. An employee may use up to three (3) days of accrued sick leave per year for illness or injury of a member in their immediate family. The immediate family to include spouse and children of the employee. Subsections A and E of Section 5, Article 12 of this Agreement apply.

Section 6. Leave Without Pay -- Upon written request by the employee, prior to the employee exhausting his/her vacation leave and sick leave, leave without pay may be granted by the Employer, in writing, for the remaining period of disability after both sick leave and vacation leave have been exhausted. An employee granted leave without pay shall not accrue any vacation, sick leave or other benefits.

Section 7. Vacation Leave -- One (1) week of vacation shall be granted after one (1) full year of employment. Two (2) weeks of annual vacation shall be granted after two (2) full years of employment. Three (3) weeks of annual vacation shall be granted after nine (9) full years of employment. Four (4) weeks of annual vacation shall be granted after nineteen (19) years of employment. Employment is to be continuous for the purpose of computing vacation benefits. Vacation must be scheduled at least three (3) days in advance, excluding Saturdays, Sundays and holidays, through the Foreman or the Engineer's office. Vacation time applied for must be used as scheduled. Vacation time will not be carried over beyond twice the annual rate of vacation granted for an individual employee's years of service, except by special permission of the Engineer's office. Any vacation accrued above and beyond twice the annual vacation grant, as calculated from the anniversary date of employment, shall be forfeited, except by special permission from the Engineer's office.

ARTICLE 13
SAFETY

All employees shall comply with all federal, state and local safety rules and regulations.

When an employee suffers an injury in the line of duty, a report of such accident shall be made immediately to the head of the department in which such individual is assigned. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto.

An employee who is physically able and who fails to report within twenty-four (24) hours an injury to the Department Head and to take such First Aid or medical treatment as may be necessary shall not be entitled to or eligible for injury or sick leave as outlined in this Agreement. The Union Steward will contact the Foreman every three (3) months to discuss safety concerns.

ARTICLE 14
STEWARD

The Employer recognizes the bargaining unit's right to have a Steward and one can be elected by the employees from among the workers in the unit. The Steward shall serve on the bargaining committee without loss of pay.

ARTICLE 15
HOURS OF WORK AND OVERTIME

Section 1. Hours -- The workweek will commence at 12:00 AM Friday morning and extend until 12:00 PM Thursday night. The normal working day will be from 7:30 AM to 12:00 Noon, and 12:30 PM to 4:00 PM, Monday through Friday, inclusive. Overtime hours will be worked as needed. All employees will be subject to call at any time for work of an emergency nature, except if on vacation.

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.

Section 2. Overtime -- Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in any one (1) workday; or in excess of forty (40) hours in any workweek. Work performed on Saturday or Sunday will be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate. There shall be no pyramiding of pay. All time paid for vacation and holidays will count as time worked for the purpose of computing overtime. Engineering Aides shall be granted compensatory time in lieu of overtime pay. All other employees in the bargaining unit may earn up to but not exceed eighty (80) hours of compensatory time. Compensatory time shall be earned at the same rate as overtime. Compensatory time shall be taken at a time mutually agreed upon by the employee and the County Engineer.

Section 3. Breaktime -- All employees will be permitted to take a fifteen (15) minute break with pay during every four (4) hour work period. Breaks should be scheduled as close to the middle of the work period as possible and the time limit must be strictly observed. All employees will be permitted a lunch period of thirty (30) minutes scheduled as close to the middle of the workday as possible.

ARTICLE 16
JOB CLASSIFICATION AND STRAIGHT TIME HOURLY WAGE RATES

Reference is made here to Exhibit A, Job Classifications and Straight Time Hourly Wage Rates. By this reference, said Exhibit becomes a part of this Agreement.

ARTICLE 17
DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the County agrees to deduct the regular monthly Employee Organization dues from the paycheck of each employee every month, and remit such deduction by the fifteenth (15th) day of the succeeding month to the business address of the Employee Organization with an accompanying list of employees in the bargaining unit, identifying from whom payroll deductions were made. The Employee Organization will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County shall require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

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

ARTICLE 18
INSURANCE

The Employer shall pay the individual monthly premium and one hundred percent (100%) of the dependent monthly premium for hospital, medical and dental insurance. The Employer shall retain the right to select the insurance carrier but coverage shall remain comparable to the Blue Cross/Blue Shield Alliance Select 750 (ISAC Plan 9) and the current dental plan.

ARTICLE 19
RULES

The Union shall be given a copy of the Employer's work rules prior to their effective date.

ARTICLE 20
FEDERAL COMMERCIAL DRIVERS LICENSE

All employees of the Palo Alto County Secondary Road Department except Engineering Aides will be required to have a valid Federal Commercial Drivers License.

ARTICLE 21
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2005, and shall continue to remain in full force and effect until its expiration on June 30, 2007.

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days from November 15, 2006. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

Signed this 14 day of MARCH, 2005.

EMPLOYER:

SECONDARY ROAD DEPARTMENT
PALO ALTO COUNTY, IOWA

By _____
Chair, County
Board of Supervisors

UNION:

LOCAL UNION NO. 2003 PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES, STATE OF IOWA, IBPAT, AFL-CIO

By _____
Business Representative

By _____
Employee Representative

EXHIBIT A
JOB CLASSIFICATIONS AND STRAIGHT TIME WAGE RATES

	Per Hour	
	7-1-05	7-1-06
Engineer Aide II		
Engineer Aide I		
Mechanic	$17.57	$18.00
Mechanic I	$15.61	$16.04
Foreman	$16.21	$16.64
Operator II	$15.61	$16.04
Operator I	$15.50	$15.93
Probationary Employee	$14.96	$15.39

Wage rates for Engineer Aide I and II will be negotiated with the Union if the positions are filled.

Pay Period
Pay period shall be every two (2) weeks.