SAC CO./CWA (ROADS) 06-07

AGREEMENT

BETWEEN

SAC COUNTY, IOWA

AND

COMMUNICATIONS WORKERS OF AMERICA
Representing Employees Of The

SECONDARY ROAD DEPARTMENT

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July 2006, by and between the SAC COUNTY, IOWA SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer," and the COMMUNICATIONS WORKERS OF AMERICA (CWA) UNION, 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 Iowa Code Chapter 20.

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Sac County as designated by the Iowa Public Employment Relations Board Order of Certification, Case No. 1564, dated December 13, 1979 for all of the Secondary Road Department regular full-time employees including Drivers, Mechanics, Equipment and Patrol Operators, Surveyors and Roadmen; excluding County Engineer, Assistant County Engineer, Maintenance Superintendent, Confidential Secretary, Timekeeper, all other County employees, and all employees excluded by Section 4 of the Act.

ARTICLE 2

INTENT AND PURPOSE

The Employer, the Union, and the employees, recognize and declare the necessity of providing the most efficient and highest quality service for the citizens and taxpayers of Sac County.

The Employer, the Union, and the employees, further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operations of Sac County.

ARTICLE 3

EQUAL OPPORTUNITY

The Employer and the Union agree to cooperate fully to assure that there will be no unlawful discrimination against any employee because of race, creed, color, national origin, sex, age, religion, or physical disability.

All reference 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.

ARTICLE 4

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 5

EMPLOYER RIGHTS

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 rules for employee discipline; 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 performed by the unit employees; to 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 other powers and duties granted to the public Employer by law, provided that in the exercise of these rights, the Employer will not violate any of the terms of this Agreement.

ARTICLE 6

NO STRIKE

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, slow downs, 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.

ARTICLE 7

ADJUSTMENT OF GRIEVANCES

Section 7.1 A grievance is defined as a dispute an employee may have with the Employer concerning the interpretation, application, or violation of the express terms of this Agreement by the Employer. Should an employee have a grievance, it shall be adjusted in the following manner.

STEP ONE. An employee who claims a grievance shall present such grievance orally, with or without his/her Steward, to his/her immediate supervisor or designated representative three (3) working days after the occurrence upon which the grievance is based. The immediate supervisor or designated representative shall give his/her oral answer to the grievance within three (3) working days after the grievance was presented to the immediate supervisor or designated representative.

STEP TWO. If the grievance is not settled in Step One, it may be appealed by the employee and/or Union representative within five (5) working days after the answer of the immediate supervisor and/or designated representative. The grievance shall be reduced to writing, signed by the aggrieved employee and/or the Union representative, and shall specifically state the facts and the section of the Agreement alleged to have been violated. The written grievance shall be

promptly submitted to the County Engineer and/or designated representative who shall give an answer in writing to the employee and/or Union representative within seven (7) working days after the grievance has been presented to the County Engineer.

STEP THREE. If the grievance is not settled in Step Two, it may be appealed to arbitration by the Union by written notice of a request for arbitration submitted to the County Engineer within thirty (30) calendar days after the receipt of the Employer's Step Two answer. Said written notice shall be signed by a representative of the Union, and shall state the specific section of the Agreement which is to be considered by the arbitrator. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall attempt to select a mutually agreeable arbitrator to hear and decide upon the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within fifteen (15) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Iowa Public Employment Relations Board or Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Upon receipt of this list, the parties' designated representatives, with the moving party striking first, shall alternately strike a name from the list, and the seventh and remaining person shall act as the arbitrator, whose decision will be final.

On an individual case basis, the time limits can be extended by mutual written agreement.

Section 7.2 Aggrieved employee and/or authorized Union representative, not to exceed two (2) in number, meeting with the Employer in respect to grievances, shall suffer no loss in regular pay as a result of time lost for such meetings from scheduled work at grievance Steps One and Two. Such meeting times will be mutually agreed upon.

Section 7.3 The failure of an employee or his/her Union Representative to timely present a grievance claim or to appeal a grievance to the next Step within the applicable times specified herein shall bar an employee or their Union representative from appealing the grievance further, and any such grievance shall be considered as settled on the basis of the Employer's last answer.

The failure of the Employer to reply within the applicable times specified herein shall be deemed a denial of the grievance which may then be appealed to the next Step.

The arbitration hearing shall be scheduled not later than sixty (60) days following the date on which the request for arbitration was submitted to the Engineer. The sixty (60) day deadline may be waived if mutually agreed to by the parties.

Section 7.4 An arbitrator selected pursuant to the provisions of Step Three shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision and award. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor to add to, ignore, nullify, subtract from, modify, or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his/her discretion for that the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator, within the scope of his/her authority, shall be final and binding upon the Employer, the Union, and the aggrieved employee. The arbitrator may not hear more than one (1) grievance unless the presentation of more than one (1) grievance is mutually agreed to by the Employer and the Union.

Section 7.5 The Employer and the Union will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and a court reporter and the costs of a

hearing room and transcript. Any other expenses shall be paid by the party incurring them, which includes the party's preparation and presentation.

Section 7.6 All grievance and arbitration hearings are to be held in private and are not open to the public.

ARTICLE 8

DEFINITIONS

Section 8.1 A regular employee is a full-time employee who has completed his/her probationary period.

Section 8.2 A temporary employee is one who works for a period of one hundred eighty (180) consecutive calendar days or less.

Section 8.3 A regular part-time employee is an employee who works an average of twenty (20) or more hours per week, but less than forty (40) when computed on an annual basis from the date of most recent hire.

Section 8.4 A part-time employee is an employee who works an average of less than twenty (20) hours per week when computed on an annual basis from the date of most recent hire.

Section 8.5 Part-time employees and temporary employees will only be hired to cover situations such as seasonal demands, replacement for absenteeism, replacement for vacations, or to fill out unusual scheduling requirements and are not entitled to any benefits under this contract.

Section 8.6 A probationary employee is one who has not completed one hundred and eighty (180) calendar days of continuous service with the Employer as a regular or regular part-time employee. The Employer may hire such employees as are required to conduct its operations with the understanding that those employees are on trial for one hundred and eighty (180) calendar days and that the Employer will be sole Judge as to whether or not the new employee is to become a regular or regular part-time employee.

Section 8.7 Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement shall be limited to mean "regular" and "regular part-time" employees. Regular employees will be eligible for all fringe benefits prescribed in this Agreement and regular part-time employees will be eligible for fifty percent (50%) of the fringe benefits of a regular employee.

Section 8.8 The grievance and arbitration procedures provided herein shall not be applicable to any employee until said employee becomes a regular employee or a regular part-time employee.

ARTICLE 9

SENIORITY AND LAYOFF PROCEDURE

Section 9.1 Seniority. Seniority means a regular or regular part-time employee's length of continuous service with the Employer since their last date of hire. Upon completion of the

probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. Service as a temporary employee shall not be included in the calculation of seniority unless the period of temporary service was contiguous with the employee's service as a regular employee. Seniority ties shall be broken by a flip of the coin. An approved paid leave of absence shall not constitute a break in seniority.

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

a) Employee quits.

b) Employee is discharge.

c) Giving false reason for obtaining leave of absence.

d) Two (2) consecutive working days of absence without notice to the Employer.

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

f) Failure to report to work within fourteen (14) calendar days after being notified to return to work following layoff, when notice of recall is sent to the employee's last known address, according to Employer's records. The intent of said fourteen (14) calendar days is for the employee to give notice to the other employer where he/she is working at the time of recall.

g) Seniority rights will be forfeited after the continuous period of layoff exceeds the employee's length of service at layoff time, or twelve (12) months, whichever is less.

h) Employee retires.

An employee promoted out of the bargaining unit and still employed by the Secondary Road Department will have their seniority frozen at the time of the transfer out of the unit. For vacation qualifications, said employee's seniority is not frozen and is allowed to accrue.

Seniority records for employees shall be maintained by the Employer and shall be available to the Union upon reasonable request. The Employer shall post a seniority list during the month of July. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) days following the date on which the seniority list was posted.

Section 9.2 Layoff. The Employer will give fourteen (14) calendar days advance notice prior to the time of layoff. When the working force is to be reduced, the employee with the least seniority in the job classification affected shall be the first removed. This employee removed can then replace the junior employee in the bargaining unit, if he/she has the qualifications, ability to perform, and physical fitness 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 have the qualifications, ability to perform, and physical fitness to perform the work available. Probationary employees have no recall rights. Employees shall have recall rights for a period of twelve (12) months from the effective date of their layoff. Employees may be required to submit to a physical examination at the Employer's expense, if necessary to assist the Employer in making a determination on the physical fitness of employees.

Employees to be recalled after being on layoff shall be given fourteen (14) calendar days notice in writing sent by certified mail, return receipt requested, to the last address shown on the

employee's records. Employees who fail to report for duty within fourteen (14) calendar days after the date on which notice of recall is mailed to them shall forfeit their recall rights.

ARTICLE 10

HOURS OF WORK AND OVERTIME

Section 10.1 Hours of Work. The purpose of this Article is to define the normal hours of work per day and days of work per week, and this Article 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 shall be set forth in the contract as follows:

The normal workweek for all employees will be forty (40) hours.

Normal starting times shall be from 7:30 a.m. until 4:00 p.m. It is the intent of the Employer to give one (1) week's advance notice if the normal starting time is changed on a regular basis. One-half (1/2) hour, from 12:00 noon to 12:30 p.m. shall be observed as an unpaid lunch period.

The Employer shall grant, with pay, one (1) fifteen (15) minute rest period in the morning between 9:30 a.m. and 10:30 a.m., and one (1) fifteen (15) minute rest period between 1:45 p.m. and 2:45 p.m. in the afternoon. The scheduling of breaks may be determined by the employee's supervisor.

Travel time from point of origin to site of work and return shall be considered part of the working day. Point of origin for all workers shall be the respective maintenance building to which each employee may be assigned.

Section 10.2 Overtime. All overtime work is to be determined by the Employer and must be authorized by the Employer before it will be paid. Overtime shall be paid for at the rate of time and one-half (1½) the employee's straight time hourly rate for hours worked in excess of forty (40) hours in any work week, in excess of eight (8) hours worked in a work day, and for all hours worked before or after normal working hours. Work performed on a recognized paid holiday will be paid for at time and one-half (1½) the employee's straight time hourly rate. Vacation, sick leave, paid holidays and other paid leaves count as time worked for purposes of computing overtime. There is to be no pyramiding of overtime.

The workweek shall be from 12:01 a.m. Thursday to Midnight Wednesday.

Employees shall be given seven (7) calendar days written notice of any change in their regular hours of work, except in cases of emergency.

Section 10.3 Compensatory Time. Employees who elect to receive compensatory time off for overtime work will be allowed to accrue up to a maximum of ninety (90) hours. Compensatory time will be earned at the rate of one and one-half (1½) hours for each overtime hour worked. (Example: sixty (60) hours of overtime equals ninety (90) hours maximum compensatory time.) On July 1st of each year, employees with accumulated compensatory time may carry it over or request payment at the employee's option. Compensatory time off must be approved by the employee's supervisor before the time off work can be taken.

Employees may request to be paid for all or part of their accumulated compensatory time one week before the 28th day of each month.

Overtime work opportunities, as far as practicable, shall be assigned on an equal basis to employees working in the same job classification. Should an inequity in overtime work earnings become fact, the Employer will see that "catch up" equalization measures are taken so that the inequity is removed.

Section 10.4 Call-Out Pay. Employees who are called out to work after their normal scheduled hours will be paid a minimum of two (2) hours pay at time and one-half (1½) rate.

Section 10.5 Summer Hours. Starting the first full week of May; during the months of May, June, July, and August, employees will work four (4) ten (10) hour days. During the ten (10) hour days, one-half day will become five (5) hours. The County reserves the right to make adjustments to employee's schedules to cover the demand for work. This may result in some personnel working a different schedule from other employees.

(a) When July 4th falls on a normally scheduled workday, employees will work the normal five (5) eight (8) hour days, staring time remaining the same as the ten (10) hour days.

(b) Overtime will be paid at one and one-half (1½) times the employee's straight hourly rate after ten (10) hours work in a day during the summer hours working time period.

ARTICLE 11

HOLIDAYS

Section 11.1 All regular employees and probationary period employees are eligible for the following paid holidays: New Year's Day, Floating Holiday, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. The following paid holidays will begin at noon: Friday before Easter, Christmas Eve Day and New Year's Eve Day. Said Floating Holiday will occur once each contract year. It cannot be taken in conjunction with any other recognized paid holiday. The employee is to give the County Engineer at least seventy-two (72) hours advance notice prior to the day the employee desires to take off work as a Floating Holiday. No more than three (3) unit employees can be off work at the same time on a Floating Holiday from the same job classification.

Section 11.2 Holiday pay will be at the employee's normal straight time eight hours pay for a regular employee. In emergency situations, an employee who is contacted and required to work on a holiday and who fails to do so, unless excused by the Engineer, forfeits holiday pay.

Section 11.3 To be eligible for holiday pay, an employee must have worked the last full scheduled work day immediately before and the first full scheduled workday immediately after each holiday. An employee on layoff or unpaid leave of absence is not eligible for holiday pay; however, if an employee is on a paid leave of absence, he/she will qualify for holiday pay.

Section 11.4 If an employee works on a paid holiday, he/she will receive time and one-half (1½) his/her straight time wage for each hour worked plus holiday pay.

Section 11.5 Should a recognized paid holiday fall on Sunday, it will be celebrated on the following Monday. Should a recognized paid holiday fall on Saturday, it will be celebrated on the preceding Friday, unless observed on another date by the State.

ARTICLE 12

SICK LEAVE

Section 12.1 Sick leave can be earned by a regular full-time employee at the rate of one and one-quarter (1¼) days per month up to a total of fifteen (15) days per year. The total maximum accumulation that can be earned is ninety (90) days. To earn sick leave for a month, the employee must work at least fifteen (15) days in said month. Sick leave can only be taken after completion of the probationary period.

Section 12.2 Sick leave can be taken in two hour increments or more, and shall apply to a period, in which the employee is incapacitated from the performance of his/her duties by sickness or injury, for medical, surgical, dental or optical examination or treatment, or whereby reason of his/her exposure to contagious disease, his/her presence at his/her post of duty would jeopardize the health of others.

Section 12.3 An employee may use up to two (2) working days per contract year of accrued sick leave when a member of the family is ill or injured. (Family includes spouse, children, mother, father, mother-in-law and father-in-law). Accrued sick leave which is used for family illness can be taken in two-hour increments.

Section 12.4 When absences due to sickness are necessitated, the employee shall notify the Foreman prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action. Employees who are absent from their jobs because of personal illness may be required to produce a medical doctor's statement justifying the absence. The Employer will not exercise the right to require proof of illness in such a manner as to abuse or harass employees.

Section 12.5 For the purpose of this Article, an employee who begins his/her employment on or before the 15th day of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the 15th day of the month will begin to accrue sick leave on the first day of the month following his/her employment.

Section 12.6 Employees who have accumulated the maximum sick leave of ninety (90) working days will continue to accumulate sick leave at the rate of one and one fourth (1¼) days for each month of employment in a segregated account to be used in the following manner:

A. When an employee has accumulated seven and one-half (7½) working days in their segregated account, he or she will be entitled to one (1) day of pay or one (1) day of compensatory time off at the employees option. A maximum of five (5) days may be banked and carried forward; all other days earned must be taken by the employee's anniversary date. There are no restrictions when the compensatory time off can be taken except that the employee must have the permission of the maintence-superintendent.

B. When employees use sick leave, they must replace their sick leave up to the maximum of ninety (90) working days before they can again begin to accumulate sick leave days in their segregated account. Under no circumstance will employees lose sick leave days in their segregated account due to an interruption caused when an employee replaces sick

leave in the primary sick leave account to reach their maximum of ninety (90) working days.

ARTICLE 13

UNPAID LEAVE OF ABSENCE

Section 13.1 Unpaid Leaves of Absence. Upon an employee's request for personal reasons, the County Engineer may decide to grant an unpaid leave of absence. The employee's request will be in writing, stating the reason(s) and presented to the County Engineer. Leave of absence extensions may be granted by the County Engineer.

An employee granted an unpaid leave of absence shall continue to earn and receive all contractual fringe benefits for a thirty (30) day period. Holiday falling in this time period will not be paid for. All contractual fringe benefits will not be earned or received by an employee should the leave of absence extend beyond thirty (30) days, except as otherwise provided by state law.

If the employee does not return to work upon the expiration of his/her leave of absence, he/she shall be terminated.

For purposes of this Article, the term "contractual fringe benefits" shall mean insurance, sick leave, and vacation.

Section 13.2 FMLA LEAVE.

General Provisions. In accordance with the Family and Medical Leave Act, the County will grant unpaid family and medical leave to eligible male and female employees for up to twelve (12) weeks per twelve (12) month period for any one or more of the following reasons:

A. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care; or

B. In order to care for an immediate family member (spouse, child or parent) of the employee if such immediate family member has a serious health condition; or

C. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

Eligibility. To be eligible for family/medical leave, an employee must have at least one year of service and have worked at least 1,250 hours over the previous twelve (12) month period. Employees applying for and granted a family leave of absence are required to meet notification and documentation requirements as outlined further in this policy. Failure to meet these requirements may result in the denial or revocation of a family leave.

Definitions.

A. "Twelve Month Period" – will be the twelve (12) month period measured forward from the first day of leave.

B. "Spouse – does not include unmarried domestic partners. If both spouses work for the County, their total leave in any twelve-month period may be limited to an aggregate of

twelve weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or for a sick parent.

C. "Child" – means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has day-to-day responsibility for care and includes a biological, adopted, foster or stepchild.

D. "Serious Health Condition" – means an illness, injury, impairment, or a physical or mental condition that involves:

1. Inpatient care; or

2. Any period of incapacity requiring absence from work, school, or regular daily activities for at least three calendar days AND that involves continuing treatment by a health care provider; or

3. Continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or

4. Prenatal care by a health care provider.

Intermittent or Reduced Leave. An Employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule when medically necessary to care for an immediate family member with a serious health condition or because if a serious health condition of the employee. "Medically necessary" means that there must be a medical need for the leave and the leave can best be accomplished through an intermittent or reduced leave schedule. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatment(s) so as not to unduly disrupt the County's operations. If an employee requests reduced or intermittent leave, once the intermittent or reduced leave has been completed, the employee must be transferred back to the same position that the employee held prior to taking the FMLA leave or to an equivalent position. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the Engineer's consent.

Notice Requirement. An employee is required to give thirty (30) days notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form should be completed by the employee and returned to the Engineer. In unexpected or unforeseeable situations, an employee should provide as much notice as possible.

Medical Certification. The employee must request a FMLA leave, and the County requires that the request be supported by a certificate of a doctor or practitioner at the time the request is made or no later than fifteen (15) calendar days after the request is made. A "Physician Certification Form" is available from the Engineer or the County Auditor. The County may also require a second or third opinion at County expense. Periodic reports on the employee's status, intent to return to work, and a fitness-for-duty report to work will be required.

Effect on Benefits. Taking FMLA leave will not result in the loss of any employee benefits accrued prior to the date on which the leave began. Vacation, seniority and other accrued benefits will not accrue during a FMLA leave.

Continuation of Health Insurance. An employee on family/medical leave may remain a participant in the County's health insurance plan throughout the duration of the leave, as if actively employed. She/he will be required to pay the same cost of coverage as if actively at work. Employee contributions will be required either through payroll deduction or by direct payment to the County. The employee will be informed of the amount and method of payment at the beginning of the leave. Loss of insurance coverage may result if the premium amount is paid more than thirty (30) days late. If the employee misses a premium payment and the County pays the employees contribution, the employee will be required to reimburse the County for the delinquent payment upon return from the leave.

Return to Work. An employee returning from leave taken under this provision is entitled to return to the position held when the leave began, if that position is vacant. If the position is not vacant, the employee must be returned to an equivalent position with equivalent benefits, pay and other conditions.

ARTICLE 14

OTHER LEAVES

Section 14.1 Military Leave. The military leave of absence provisions as presented in Section 29.A28 of the Code of Iowa, 1979 will apply to an employee.

Section 14.2 Jury Duty. An employee required to serve as a juror shall receive his/her regular wages for the day(s) missed. In order to receive payment for such duty, the employee must submit certification of service to the Employer. The Employer shall pay the employee the difference between the fees or remuneration granted by the court and the employee's regular pay for the period of time during which the employee was absent due to jury service. The employee shall report to work if released from jury duty by 12:00 Noon of any workday.

Section 14.3 Funeral Leave. Each regular full-time employee shall be eligible for a paid leave of absence of up to five (5) consecutive scheduled workdays after a death in the immediate family. (Immediate family shall be defined as the employee's parents, spouse, child, brother, sister, mother-in-law, father-in-law, step parents, step parents-in-law and step children.) Three (3) day's paid leave, will be permitted in the event of the death of an employee's grandparents, or grandchildren, the day of the funeral shall be one of these days. One (1) day's paid leave, the day of the funeral, will be permitted in the event of the death of an employee's brother-in-law, sister-in-law, aunt, or uncle. Only days absent which would have been compensable work days will be paid for. No payment will be made during vacations, holidays, layoffs, or other leaves of absence. Payment shall be made on the basis of the employee's eight (8) hour workday's pay. Employee must attend the funeral in order to qualify for funeral leave pay.

Employees may be granted up to one (1) day paid absence for service as a pallbearer or to serve in an official capacity on the day of the funeral.

ARTICLE 15

INJURY LEAVE

To the extent that it is available, sick leave may be used for an on-the-job injury or disability. When worker compensation benefits are provided to an employee, the employee shall have the option of either accepting only the worker compensation benefits or of supplementing the worker compensation benefits by being paid the difference between the amount of worker compensation and the employee's regular salary. If an employee chooses to supplement worker compensation benefits, the employee's sick leave credits will be reduced. Only the amount paid as salary by the County shall be deducted from sick leave credits. The amount of the deduction shall be calculated by dividing the amount of the County's salary payment by the employee's hourly rate of pay.

While on approved injury leave, until its expiration, the employee continues to qualify for and earn contractual fringe benefits. For purposes of this Article, the term "contractual fringe benefits" shall mean insurance, sick leave, and vacation.

ARTICLE 16

DUES CHECKOFF

Section 16.1 Upon receipt of a lawfully executed written Section 16.1 authorization from an employee, the Employer will make monthly deductions from the wages of each employee covered by this Agreement if the employee provides the Employer with an authorization therefore. The deductions will be for monthly Union dues and initiation fees in the amounts certified in such authorizations. The Employer will remit such monies to the Secretary-Treasurer of the Union not later than the 15th day of the succeeding month.

Section 16.2 Any authorization may be revoked by an employee at any time upon thirty (30) days written notice to the Employer and to the Union, and shall automatically be cancelled upon termination of employment.

Section 16.3 The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article.

ARTICLE 17

EVALUATION PROCEDURES

Section 17.1 Required Evaluations. Employees will be evaluated by the Employer, at such frequency as the Employer may determine, but not less than annually. Evaluations concerning an employee's initial year of employment shall not be subject to the grievance procedure. After the initial year of employment, evaluations, which result in a rating of "unsatisfactory" overall 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.

Section 17.2 Evaluation Conference. A conference regarding the evaluation shall be held between the employee and the Engineer following the completion of the written evaluation. A copy signed by both parties shall be given to the employee.

Section 17.3 Employee Response. 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 become part of the evaluation report.

ARTICLE 18

UNION RIGHTS AND RESPONSIBILITIES

Section 18.1 The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and a fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards.

Section 18.2 The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union.

Section 18.3 Up to two (2) official representatives of the Local Union may be off at the same time for a total of thirty (30) days unpaid leave per contract year to carry out official business of the Union. Said leave request is subject to the Employer's approval; however, said leave is not to be unreasonably denied. The leave shall be without pay but will be considered as time worked for earning fringe benefits, except that the recognized paid holiday qualifications must be met for each paid holiday.

At least one (1) week's advance notice request for each leave is required.

Section 18.4 The Chief Steward or his designated representative shall suffer no loss in wages while attending a joint Employer-Union grievance or negotiation meeting during normal working hours. Preparation and attendance time for grievance arbitrations, fact-finding and interest arbitrations will not be paid for.

Section 18.5 Any employee is entitled to have Union representation in any discussion between the employee and representatives of Employer in which the employee has reasonable grounds to fear that the interview will adversely affect his/her continued employment or cause any form of discipline.

ARTICLE 19

HEALTH AND SAFETY

Section 19.1 It is the Employer's intent to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the County in adhering to County policies, rules and regulations as to health and safety.

Section 19.2 The County will provide First Aid training by a qualified First Aid instructor which will be available to all employees and will conduct safety meetings a minimum of two (2) times per year. Said meetings will be held during working hours, and scheduled by the Employer.

Section 19.3 All new employees, upon initial employment and prior to starting to work, shall provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease. Such evidence shall include a statement from a doctor of medicine of the County's choice. The County agrees to pay the full cost of the physical examination for new hires.

ARTICLE 20

TRANSFER PROCEDURES

Section 20.1 Eligibility. A "transfer" is defined as a movement of an employee from one job classification in the bargaining unit to another.

Section 20.2 Temporary Transfers. In the event of a temporary transfer from one classification to another, the Employer agrees that when an employee substitutes in a high classification for more than eight (8) consecutive hours, the employee shall be paid the higher classification rate for all of the time worked in the higher classification. The Employer agrees that the hourly rate of employees shall not be reduced for a temporary reclassification. The Employer shall have the right to reclassify an employee by reason of permanent physical or mental disability resulting in an inability to perform assigned duties.

ARTICLE 21

INJURY REPORTING

In case of injury due to work, or incurred while at work, all such injuries must be reported to the Engineer's office on the same day the injury is sustained, if possible.

ARTICLE 22

INSURANCE

Section 22.1 Health Insurance. The Employer will pay the employee single and dependent coverage monthly Health premium. The deductibles under the health insurance program shall be $500 per year for single coverage and $1,000 per year for family coverage. The maximum out-of-pocket expense for employees will be $1,000 per year for single coverage and $2,000 per year for family coverage. Employees will pay a $10.00 per Office Visit Co-pay. Employee Co-Insurance obligation will be 10% per an employee single plan and 20% per an employee family plan. Effective July 1, 2006, prescription drug benefits will be provided through Wellmark Drug Plan currently denominated AH3-QTN. Under the drug plan, employees will have no deductible but

will have $10/$25/40 co-pay obligation. The Employer retains the right to select the insurance carrier as in the past. Substantially comparable coverage levels will be maintained through the life of this Agreement.

Section 22.2 Long-Term Disability Insurance. Employees shall be covered by a group long-term disability insurance policy, which provides benefits equal to 60% of covered earnings up to a maximum of $3,000 per month. The qualifying or elimination period shall be three months. The Employer shall pay the full cost of this long-term disability insurance coverage.

ARTICLE 23

VACATION

An employee is eligible to receive one (1) week's paid vacation after one (1) year of continuous full-time employment. After two (2) years of continuous full-time employment, an employee is eligible to receive two (2) weeks paid vacation. After eight (8) years of continuous full-time employment, an employee is eligible to receive three (3) weeks paid vacation. After twenty (20) years of continuous full-time employment, an employee is eligible to receive four (4) weeks paid vacation. Only regular and regular part-time employees are eligible for vacation time and pay.

All vacations must be taken during the twelve (12) month period following the anniversary date of qualifying employment. However, if mutually agreed, vacations can be taken at a later time. Vacations not taken will not be paid for.

An eligible employee's request for vacation time of one (1) week or more must be made at least two (2) weeks in advance of the desired vacation time. Vacations will, so far as possible, be granted at times most desired by eligible employees so long as they do not conflict with the County's operations; provided, however, that the final rights to allot vacation periods and the right to change such allotments is reserved exclusively to the Engineer.

Employees who are discharged for theft, or employees who do not give one (1) week's advance notice prior to quitting shall forfeit earned vacation pay. Employees who are retiring or quitting for reasons beyond their control shall be paid for accrued vacation time as well as earned vacation time.

Vacation pay will be at the employee's normal forty (40) hours straight time pay, or eight (8) hours straight time pay, whichever applies.

Should a recognized paid holiday fall within an employee's approved vacation period, said vacation will be extended another workday with pay.

Vacation must be taken in weekly increments. Should an employee be eligible for over one (1) week of vacation, the vacation earned in excess of one (1) week can be taken in daily increments.

The first week of any employee's vacation may be taken in daily increments only by mutual agreement between the employee and the Maintenance Superintendent.

Vacation leave requests for less than one (1) week must be given to the County Engineer at least two (2) work days in advance of the day(s) off desired, except that the Employer can waive this requirement in emergency situations. The Engineer will make the final decision as to whether the request is granted or denied.

Vacation leave shall be accrued on an annual basis figured from the anniversary date. The anniversary date for the purpose of this Agreement shall be based upon the date of employment for all employees. In order to earn vacation, an employee must work at least eight (8) months between anniversary dates. Vacation time is considered to be accruing during the year prior to an employee's anniversary date; but is not considered to be earned until after the employee's anniversary date.

ARTICLE 24

JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES AND LONGEVITY

Longevity:

Employees rate of pay increases on their anniversary date.

Service Time	Rate of pay
5 through 9 years	10 cents per hour
10 through 14 years	15 cents per hour
15 through 19 years	20 cents per hour
20 through 24 years	25 cents per hour
25 through 29 years	30 cents per hour
30 or more years	35 cents per hour

Job Classification	Effective July 1, 2006
Mechanic I	16.48
Mechanic II	13.28
Equipment Opr. I	15.30
Equipment Opr. II	12.94
Technician I	17.68
Technician II	15.63

1. Employees who are hired as an Equipment Operator II will be reviewed by the Employer after twelve (12) months of employment and if found proficient, will be upgraded in their respective classification.

2. New hires start at fifty cents ($0.50) per hour less than the rate of pay for the applicable job classification and will increase to the specified contractual hourly rate after ninety (90) calendar days.

3. In the absence of the Maintenance Superintendent, the Engineer can appoint a person as an in-charge Working Foreman. Said employee selected will be paid fifty cents ($0.50) per hour above their regular rate while working in this capacity.

4. A Technician I shall have obtained the following certification and skills prior to being promoted to the Technician I level:

   Certification AGG1, AGG2, PCC1, PCC2, and HMA1, and under supervision shall have demonstrated technical skills of Design and Drafting of Engineering

project field and office work involving surveying, construction or maintenance inspection. And shall have demonstrated technical skills in assisting preparing plans, laying out field work, keeping project records, and assisting in administrative paperwork, performing survey work, and maintaining the necessary equipment of that position.

5. Technician II shall meet all entry-level requirements for secondary roads employees.

6. Sac County shall establish the number of Technician II positions which shall exist at any given time. The attainment of the necessary qualifications shall not automatically entitle an employee to receive Technician I grade pay.

ARTICLE 25

DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2006 and shall continue to remain in full force and affect until its expiration on June 30, 2007.

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

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 before January 1, 2007. This Agreement will remain in effect from year to year after the expiration date if written notice is not otherwise received.

Signed this 25th day of July 2006.

SECONDARY ROAD DEPARTMENT
SAC COUNTY, IOWA

J. R. Bensley
Chairman, County Board of Supervisors

Richard R Hahn
County Engineer

Dean Stock
Supervisor

Dick Herdt
Supervisor

COMMUNICATIONS WORKERS OF AMERICA

Midge Slater
CWA Representative

Steve Hansen
Bargaining Committee Member

Brian Streed
Bargaining Committee Member