Worth Co. IUOE #234 (Roads) 7/1/2005 6/30/2007

WORTH Co./ IUOE #234 (ROADS) 05-07

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2005, by and between **WORTH COUNTY, IOWA**, hereinafter referred to as the Employer, and **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 234**, hereinafter referred to as the Union.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative those employees of the Employer in the following bargaining unit:

INCLUDED: All regular full-time and regular part-time maintenance employees

EXCLUDED: County Engineer, supervisory, clerical and technical employees, seasonal employees and all others excluded under Chapter 20 of the Code of Iowa.

ARTICLE 2
SEVERABILITY AND SAVINGS

If any provision of the 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 3
GRIEVANCE PROCEDURE AND ARBITRATION

A grievance shall mean that there has been an alleged violation or application of the expressed provisions of this Agreement.

Grievance Steps:

Step 1. The employee shall present a grievance in writing to his/her immediate supervisor within seven (7)working days following its occurrence. The grievance must specify the specific provision of the alleged to have been violated. The immediate supervisor or his/her designated representative will answer the grievance within seven (7) working days.

Step 2. If the grievance is not settled in Step 1, the employee shall present the grievance in writing to the County Engineer or his/her designated representative within five (5) working days of receipt of the Step 1 answer. Within ten (10) working days of receipt of the grievance, the Engineer or his/her designated representative will answer the grievance in writing.

Step 3. If the grievance is not settled in Step 2, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Chair of the Board of Supervisors or his/her designee within five (5) working days following the Engineer's answer. The Chair

or his/her designee will answer the grievance within fifteen (15) working days of the receipt of the grievance.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within ten (10) working days after the employee's receipt of the Step 3 answer.

The moving party will submit a request for a list of seven (7) arbitrators from the Public Employment Relations Board at the same time as the notice of referral to arbitration is made. The parties will alternately strike a name from the list, with the moving party making the first strike.

The fees and expenses of the arbitrator will be shared and paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

The arbitrator shall have no power to change, ignore, alter, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived and it shall be considered settled on the basis of the Employer's last answer. Grievances not filed or processed according to the time limits specified are barred from the arbitration process. If a grievance is at any step is not timely answered by the employer, it may automatically be referred to the next step.

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

The parties may mutually agree to extend the timelines.

For purposes of investigating pending or potential grievances, a duly authorized representative of the Union may have access to County premises with the Engineer's prior consent. The Union will not interfere with or interrupt the County's operations or the work of its employees.

ARTICLE 4
HOURS OF WORK AND OVERTIME

This Article is intended only to provide a basis for calculating overtime and shall not be construed as a guarantee of or limitation on hours of work per day or per week, or days of work per week.

The workweek for the purpose of computing overtime will begin at 12:01 am on Sunday and end at 12:00 midnight the following Saturday.

The regular workday will normally consist of eight (8) hours per day with a one-half (1/2) hour unpaid lunch period and two 10 minute paid rest breaks. The regular work hours will normally be 7:30 am to 4:00 pm five days per week. The regular work hours for the summer schedule will normally be 6:00 am to 4:30 pm four days per week. The beginning and ending of the summer schedule will be by mutual agreement of the parties.

Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate for hours worked over eight (8) hours (10 hours during summer schedule) in a day or forty (40) hours in the workweek. All paid time, except compensatory time will count as hours worked for the purpose of computing overtime.

Employees may elect to be paid overtime in the form of compensatory time at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Comp time may accumulate to 160 hours, but must be used by December 31 of each year. Employees must request to use comp time and it must b approved by the employee's supervisors. Comp time may be taken in one (1) hour increments if used at the beginning or end of the shift.

When it becomes necessary for an employee to be called in before the start of his/her regular work hours or called back to work after his/her regular work hours, that employee will receive of minimum of one (1) hour pay at the employee's regular rate of pay.

ARTICLE 5
SENIORITY

Seniority means an employee length of continuous service, since the last date of hire. In the case of more than one employee having the same hire date, seniority shall be determined by the last four digits of their social security number. The employee with the higher number would be considered to have more seniority than an employee with a lower number.

The Union shall be furnished with a seniority list of bargaining unit employees, including name, hire date and job classification within thirty (30) days after the effective date of the Agreement.

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

(a) Employee quits.

(b) Employee is discharged.

(c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.

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

(e) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, certified mail, return receipt requested.

(f) Seniority rights will be forfeited if the employee is laid off for a period of 12 consecutive months.

(g) Employee retires.

Transfers
Notice of a full-time Maintenance position vacancy will be posted for a period of five (5) workdays. Current employees will be given consideration to transfer to the Shop with the vacancy. The Engineer will consider qualifications and seniority when selecting the employee for the transfer. The selected employee will be given a 30 day trial period. If the employee is not able to successfully perform the duties in the judgment of the Engineer, he will be transferred back to his previous job.

Reduction in Force Procedures.
In the event of a layoff, employees will be laid off in the following order: temporary, part-time and then the least senior employee(s) in the bargaining unit.

Laid off employees shall have the responsibility of advising the Employer of their current addresses and telephone numbers during layoff. If the Employer recalls employees, such employees shall be recalled in the inverse order of layoff.

ARTICLE 6
SICK LEAVE

Accumulation: Full-time employees accrue sick leave at the rate of one and one-half (1 1/2) days per month (144 hours per year) up to a maximum of 120 days (960 hours).

Use of Sick Leave: Employees may use sick leave for any non-work related illness, injury, or temporary disability, including pregnancy, that prevents the employee from performing his/her job duties. Granting of sick leave is not automatic and all sick leave must be approved by the County Engineer or his/her designee. A medical verification of illness or injury may be required to substantiate the need for sick leave. Medical certification satisfactory to the Employer may also be required to verify an employee's fitness for duty following use of sick leave. The County Engineer may require a physician's certificate supporting absences.

Notification: When absences due to sickness are necessitated, the employee shall notify his/her immediate supervisor 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.

Supplementing Workers' Compensation If injured on the job, Worth County will pay the difference of salary over Workers' Compensation for six (6) months. At the end of the six (6) month period, the employee will either be placed on an unpaid leave status or he/she may request that employment be terminated. During an unpaid leave the employee receives no compensation; does not earn vacation or sick leave; does not collect sick leave benefits; nor does the employer contribute to retirement program(s). Nine (9) months from the date of the injury, the employee will reimburse the employer for all group hospital insurance premiums paid while on leave, if coverage is desired to be continuous.

Conversion of Sick Leave Once an employee has reached and maintains the maximum accumulation of sick leave (120 days), he/she will receive 2 hours of personal time per month (maximum of 3 days per year). Use and scheduling of personal time will be handled in the same manner as vacation. Personal time hours may be accrued to be used in the following fiscal year.

Termination of Employment All sick leave shall expire on the date of separation from the County and no employee shall be reimbursed for sick leave outstanding at the time of separation.

ARTICLE 7
FUNERAL LEAVE

A period of up to forty (40) hours with pay may be granted to an employee upon his/her request, due to the death of the employee's spouse, child, brother, sister, parent or grandchild. Up to twenty four (24) hours off with pay will be allowed to an employee for the funeral of the employee's grandparent, mother-in-law, father-in-law, son-n-law, daughter-in-law, brother-in-law, or sister-in-law. Up to eight (8) hours will be allowed in the event of the death of the employee's aunt uncle or cousin.

Only days absent which would have been compensable workdays will be paid for at the rate of an eight (8) hour day. No payment will be made during holidays, layoffs, or other leave of absence. Employee must attend the funeral in order to qualify for funeral leave pay.

ARTICLE 8
VACATION

Regular full-time employees are eligible for vacation as the following schedule:

Years of Continuous Employment	Hours per year
After 1 year	40
After 2 years	80
After 5 years	88

After 6 years	96
After 7 years	104
After 8 years	112
After 9 years	120
After 10 years	128
After 11 years	136
After 12 years	144
After 13 years	152
After 14 years	160
After 25 years	168
After 26 years	176
After 27 years	184
After 28 years	192
After 29 years	200

Scheduling of vacation is subject to the approval of the County Engineer or his/her designee. Up to 80 hours of vacation may be carried over in to the next fiscal year. Vacation may be taken in hourly increments with approval of the Employer.

Vacation Pay will be at the employee's normal pay for the week for which he/she would have been regularly scheduled to work.

All earned, but unused vacation will be paid at termination

ARTICLE 9
HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

New Years Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Holidays are to be paid at the rate of the employees straight time wage rate times eight (8) hours (10 hours during the summer schedule). The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee scheduled to work on any recognized paid holiday shall receive his/her regular compensation (holiday pay) plus time and one-half the employees hourly rate for hours worked on the holiday. Holidays that fall on Saturday will be observed on the proceeding Friday and those that fall on Sunday will be observed on the following Monday.

Any employee on unpaid leave of absence or layoff is not eligible for holiday pay. Any employee off work due to an on-the-job injury or paid leave of absence will not receive holiday pay after the first (30) days of absence.

Floating Days Employees are eligible for three (3) floating days during each calendar year. Scheduling of floating days are subject to the approval of the County Engineer. Floating days are not cumulative and cannot be carried forward.

ARTICLE 10
JURY DUTY

A full- time employee required to serve as a juror shall receive his/her regular wage. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, travel expense and meals, received for such duty to the employer. If released from jury duty, the employee shall report to work within two (2) hours of being released.

ARTICLE 11
SAFETY EQUIPMENT AND CLOTHING

All employees will be reimbursed up to $125.00 per fiscal year for the purchase of Employer approved safety equipment and clothing. New employees will receive one (1) pair of safety glasses with prescription lenses if needed. Employees assigned to welding duties will continue to receive necessary safety equipment for welding such as gloves, welding jackets, goggles and replacement of lenses and/or glasses if damaged while welding. The Mechanic(s) will continue to receive $100.00 per fiscal year for purchase of Employer approved apparel such as coveralls. In all cases, the employee must submit receipt for reimbursement.

ARTICLE 12
HOURLY WAGE RATES

	July 1, 2005	July 1, 2006
Maintenance	$15.75	$16.22

Employees assigned to mechanic or welding duties will receive $1.00 over the Maintenance rate for hours assigned to those duties.

New employees will be hired at $1.00 less than the Maintenance rate and will be increased to Maintenance rate after 1 year of service.

ARTICLE 13
LONGEVITY

Employees will receive longevity pay as follows:

Years of Service	Amount per hour
1 – 5	.05
6-10	.10
11	.15
12	.20
13	.25
14	.30
15	.35
16	.40
17	.45
18	.50
19	.55
20	.60
21	.65
22	.70
23	.75
24	.80
25	.85
26	.90
27	.95
28	1.00
29	1.05
30	1.10
31	1.15
32	1.20
33	1.25
34	1.30
35	1.35

ARTICLE 14
INSURANCE

Employees may choose to be covered under ISAC Plan 9, 10 or 11. Effective July 1, 2005, the County will contribute $492.00 per month toward the cost of the single premium. If the single premium is less than $492.00 per month, the difference will be deposited in the County annuity program. Effective July 1, 2006, the County will contribute up to $510.00 per month or the actual cost of the single premium of Plan 9. Any differences between the single premium and the cost of the single premium of Plan 9 will be deposited in the County annuity program. If Plan 9 is not offered or the benefit levels of Plan 9 change, then insurance will be opened for negotiations.

ARTICLE 15
DUES DEDUCTION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Employer will enclose with the deduction a seniority list of unit employees indicating those employees for which dues have been deducted and their rate of pay.

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

ARTICLE 16
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 July 1, 2007.

During the life of this Agreement, neither the Employer nor 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 before October 15, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 13 day of April, 2005.

WORTH COUNTY, IOWA

By Dennis May
Chairperson, County

By James E. Hyde
Engineer

INTERNATIONAL UNION OF OPR. ENGINEERS, LOCAL 234

By Kevin Hoffhauser
Business Representative

By Rick Lane
Business Manager

By Rich Christenson
Employee Representative

By Mike Thompson
Employee Representative

By Dean Bartusek
Employee Representative