



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SCOTT COUNTY, IOWA

AND

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES

LOCAL 2003

Effective July 1, 2023 - June 30, 2028

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THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into by and between the Scott County Board of Supervisors, hereinafter called the "Employer" and the Public Professional & Maintenance Employees Local 2003 of the International Union of Painters, and Allied Trades, hereinafter called the "Union." The Employer recognizes the Union to be the exclusive bargaining representative for, and this Agreement has limited application to, the bargaining unit designated and certified by the Public Employment Relations Board in Case No. 7152 as defined in case numbers 1332 and 1371 and amended in case numbers 2006, 5132, 5539, 102286. From and after the date first above written, and for the duration hereof, it is agreed by the parties as follows:

ARTICLE 1 - WAGES

Section 1.1. Wages shall, for the term of this Agreement, be paid according to the following schedule for FY 24 with wage re-openers for FY25, FY26, FY27, and FY28:

FY24 Effective July 1, 2023 3.0%

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
18r: Parts & Inventory Clerk									
\$18.89	\$19.36	\$19.85	\$20.34	\$20.85	\$21.37	\$21.91	\$22.45	\$23.02	\$23.59
22r: Roads Maintenance Worker; Mechanic									
\$22.97	\$23.54	\$24.13	\$24.74	\$25.35	\$25.99	\$26.64	\$27.30	\$27.99	\$28.69
23r: Senior Roads Maintenance Worker									
\$24.11	\$24.72	\$25.33	\$25.97	\$26.62	\$27.28	\$27.96	\$28.66	\$29.38	\$30.11
24r: Senior Mechanic; Heavy Equipment Operator; Signs Technician; Roadside Vegetation Technician									
\$25.32	\$25.95	\$26.60	\$27.26	\$27.95	\$28.64	\$29.36	\$30.09	\$30.85	\$31.62
25r: Senior Signs Technician									
\$26.58	\$27.25	\$27.93	\$28.63	\$29.34	\$30.08	\$30.83	\$31.60	\$32.39	\$33.20
26r: Crew Leader									
\$27.91	\$28.61	\$29.33	\$30.06	\$30.81	\$31.58	\$32.37	\$33.18	\$34.01	\$34.86

Section 1.2. Employees promoted to a higher job classification will be placed on the first step of the new classification or at a step in the new classification of five (5%) percent above their current rate, whichever is greater, providing it does not exceed the maximum of the new pay range.

Section 1.3. If an employee is promoted or demoted during the term of this Agreement, regardless of his/her date of hire or rehire the effective date will now become the employee's anniversary date.

Section 1.4. Employees will advance annually through the ten steps on their anniversary date unless they receive an overall performance rating of less than 3.0. In the event a step increase is to be withheld, a meeting will be held between the Human Resources Director, County Engineer, Union Steward and Union Business Representative (or their designees) and the involved employee to develop a performance improvement plan.

Section 1.5. Step up pay: If an employee is temporarily placed in a position in a higher range after four (4) consecutive work days on the fifth (5th) day they shall receive the employee shall be paid the same rate of pay as if promoted under Section 1.2 of this agreement for the duration of the step up time period.

ARTICLE 2 - HOURS

Section 2.1

- A. The Employer shall establish and post uniform hours of work for the Road Crew (see Appendix A) and shifts, which shall normally be eight hours in length beginning at 7:00a.m. and ending at 3:30p.m. Monday through Friday for a work week of forty (40) hours. However; the County Engineer may determine that based on work projects, work conditions or sunrise/sunset, the hours of work shall be 6:00a.m. to 4:30p.m. Monday through Thursday resulting in a workweek that consist of four (4) days at ten (10) hours in a day or forty (40) hours in a week. It is anticipated the shift in work hours likely would begin in late April/early May and extend until late August/early September. It is understood that the County Engineer may extend the date up to October 1st if projects and conditions warrant. Every effort will be made to notify employees five working days in advance of when ten (10) hour shifts are anticipated to begin and end.
- B. (This subsection shall not take effect until a business necessity presents itself to the employer and no less than 90 days notice will be provided and discussed at a LMC. Until which time all employees will be covered under paragraph A of this section). The Employer shall establish and post uniform hours of work for Fleet Services (see Appendix A) and shifts, which shall normally be eight hours in length beginning at 6:00a.m. and ending at 2:30p.m. or beginning at 8:00a.m. and ending at 4:30p.m. Monday through Friday for a work week of forty (40) hours. The senior employee in each classification may be permitted every

June 1 to request a particular start time to be effective the pay period including July 1.

- C. Employees shall be scheduled a thirty (30) minute unpaid lunch break each workday, which shall generally occur in the middle of the shift.
- D. Except in emergency situations notice shall be given to affected employees of the change in schedule of hours to be worked the work week prior to the change.

Section 2.2. Work period shall be defined as a fixed and recurring period of one hundred sixty-eight (168) hours, consisting of seven (7) consecutive twenty-four (24) hour sub-periods. Work periods may vary with regard to unit operations, groups of employees, or individual employees. Thus, the work period may start on any day or at any hour, as long as it conforms to the parameters set forth herein.

Section 2.3. The Employer shall have the right in time of emergency to adjust the daily starting and quitting times, with notice given before the beginning of the shift affected. For the purposes of this Section, an emergency is defined as: a sudden unexpected happening and/or an unforeseen occurrence or condition; which is above and beyond the control of management.

Section 2.4. Employees will be permitted two (2) fifteen (15) minute paid rest breaks each working day; one before and one after the lunch period. The rest breaks will be scheduled as close to the middle of each half shift as is practical.

Section 2.5. Nothing herein shall be construed as a guarantee of the number of hours of work per day, or per work period, or of the number of days of work per work period.

Section 2.6. In the event of severe weather and/or hazardous driving conditions, and it is determined by the County Engineer that it would be mutually beneficial to the employee and the department for employees to stay overnight at the Eldridge Maintenance Facility, the Employer agrees to provide meals or pay for reasonable meal expenses. In the event the employee is required to work during such stay, the employee will be paid in accordance with the provisions of this agreement.

ARTICLE 3 - VACATIONS

Section 3.1. Regular full-time employees in active employment shall accrue annual vacation leave credit, prorated on a pay period basis. Annual vacation shall be accrued as follows:

- A. Vacation will be accrued at the rate of forty-eight (48) hours per year during the first year of employment, subject to the provisions of Section 10 of this Article.

B. After the first year, regular full-time employees in active employment shall accrue vacation leave credit at the following annual rate:

Less than five (5) years of continuous employment - eighty (80) hours

Five (5) years, but less than thirteen (13) years - one hundred twenty (120) hours

Thirteen (13) years, but less than twenty (20) years - one hundred sixty (160) hours

After twenty (20) years - two hundred (200) hours

Section 3.2. Part-time employees shall receive vacation credits on the same basis, but prorated according to the actual time scheduled to work in relation to a full-time employee, and upon the condition that such part-time employee is scheduled to work more than one thousand forty (1,040) hours annually. Temporary and seasonal employees shall not be granted vacation.

Section 3.3. That part of the prorated vacation leave credit to which an employee is entitled under Section 1 above, shall be accumulated into the account of the employee biweekly. Thereupon, it is available for use by the employee at any time after accrued on the previous pay advice. Upon attaining each anniversary date of employment (i.e. hire date), the accumulated vacation leave credit of an employee shall be reduced to twice the employee's new annual rate of accrual, assuming there is an excess accumulation in that account. Provided however, if an employee has been denied vacation leave due to work priorities and accumulates an excess amount of vacation leave credit, the department head may grant an extension of up to three months beyond the employee's anniversary date of employment to enable the employee to use up the excess vacation credit.

Section 3.4. Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purpose may, at the request of the employee, be charged against vacation leave allowance.

Section 3.5. The Superintendent, Fleet Manager or County Engineer shall schedule vacation leaves with particular regard to the seniority of employees, providing operating efficiency is maintained, and insofar as possible, in accordance with the written request of the employee prior to April 1st of each year. Requests will be approved or disapproved no later than ten (10) working days subsequent to April 1st. Employees who do not specify a vacation preference by April 1st may, with the concurrence of the Superintendent, Fleet Manager or County Engineer, take their vacation at any time that does not conflict with the previously approved schedule. These later requests may be approved with the concurrence of the Superintendent, Fleet Manager, his/her designee or County Engineer, or within two working days after

their receipt, whichever is later. The Superintendent, Fleet Manager or County Engineer reserves the right to limit the duration of any one vacation period to three (3) weeks.

Section 3.6. All vacation requests shall be made by the employee at least two working days in advance of the desired vacation date. Failure to request prior vacation approval shall be grounds for denial of such requests. The minimum increment for use of vacation shall be fifteen (15) minutes.

Section 3.7. In the event of the death or retirement of any employee, the amount of wages due shall include all unused, accrued vacation credit. In the event of voluntary resignation, a two weeks' notice shall be given the appropriate official in writing before unused vacation allowance can be included in the amount of wages due, and such person shall remain in active employment during that two-week period immediately prior to the actual termination of employment.

Section 3.8. In the event of discharge for criminal activity or dishonesty, and said discharge is not reversed, an employee shall forfeit all rights to vacation pay. A discharge for any other reason shall entitle the discharged employee to receive as wages due all unused accrued vacation credits.

Section 3.9. Vacation leave shall be paid at the employee's straight time hourly rate or rate of pay in effect during the vacation period.

Section 3.10. Regular full-time employees who are in a non-pay status for more than one-half the scheduled hours in an accrual period will not accrue vacation leave credits for that period.

Section 3.11. Regular full-time employees who are in active pay status for thirteen (13) consecutive pay periods and who use no more than six (6) hours of sick/FML leave during this period, will be entitled to one (1) "wellness" day (i.e. eight hours) after thirteen (13) consecutive pay periods. In addition, if sick/FML leave usage is no more than six (6) hours during a second thirteen (13) additional consecutive pay periods (for a total of twenty-six consecutive pay periods) an employee will be entitled to an additional "wellness" day. In no event would an employee receive more than two (2) "wellness" days (i.e. sixteen hours) during twenty-six (26) consecutive pay periods. The "wellness" day shall be credited to the eligible employees vacation leave account during the first period following the end of either the thirteen (13) or twenty-six (26) consecutive pay periods.

ARTICLE 4 - HOLIDAYS

Section 4.1. Employees are granted the following holidays off from employment with pay at their straight time hourly rate: Independence Day; Labor Day; Veteran's Day;

Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; New Year's Day; Martin Luther King Day, Memorial Day; and Two (2) Floating Holidays.

A holiday occurring on Saturday shall be observed on the preceding Friday and a holiday occurring on Sunday shall be observed on the following Monday. Any holiday that occurs on Friday or Saturday when 10 hour shifts are being worked will be observed on Thursday.

Employees will not be granted a "floating" holiday during their probationary period. Floating holidays will be scheduled by mutual agreement between the employee and the County Engineer or his/her designee. They shall not be carried from contract year to contract year, nor shall they be granted, if unused, to any employee upon termination, unless such termination is involuntary. No employee shall be permitted to work on his/her floating holiday.

Section 4.2. In those cases where by the nature of the employment an employee must be required to work on a holiday, the days designated above shall not be changed; however, that employee shall be compensated for all time worked on a holiday in the same manner as though the employee were then working overtime, and this shall be in addition to any holiday pay the employee would otherwise receive.

Section 4.3. If a holiday occurs during a paid leave of absence, the employee will receive holiday pay for that day and no charge will be made against the leave account.

Section 4.4. To be eligible for holiday pay, employees shall work their scheduled work day immediately before, and their first scheduled work day immediately after each holiday. Any day for which an employee has an authorized leave of absence shall not be considered a scheduled workday. For example, if an employee had an approved vacation day scheduled the day before and after a holiday, the employee is considered to have an authorized leave of absence and will receive holiday pay for the holiday.

Section 4.5. Holiday work as required shall be scheduled by the Employer, and shall be rotated to the extent possible among all employees who volunteer for such work. Should an insufficient number of employees volunteer, the Employer shall have the right to schedule the most junior in inverse seniority order, with the maintenance of operating efficiency the primary consideration.

Section 4.6. All holidays will be paid on the basis of an eight hour day. If a holiday occurs when 10 hour shifts are being worked the employees may choose to supplement this with two (2) hours of vacation, floating holiday or compensatory time.

ARTICLE 5 - UNPAID LEAVES OF ABSENCE

Section 5.1. Regular full-time employees shall be eligible for unpaid leaves of absence after completion of their probationary period.

Section 5.2. All requests for unpaid leaves of absence, not otherwise covered in this Article or required by law, shall be submitted in writing by the employee to the County Engineer, who shall approve or disapprove the request if it is for a period of thirty (30) days or less. If it is for a period of more than thirty (30) days, the written request for leave of absence shall be forwarded with recommendation to the Scott County Human Resources Department. The Board of Supervisors shall make the final decision as part of its regular proceedings in those cases where the request required forwarding by the County Engineer. All requests shall state the reason the leave of absence is being requested, and the length of time the employee requires. Unpaid leaves of absence in excess of six (6) months will not be granted. An employee may request a sixty (60) day extension if medical evidence indicates the employee will be able to return to work following the original unpaid leave of absence.

Section 5.3. If the employee does not return to work upon expiration of an authorized unpaid leave of absence, he/she shall be terminated.

Section 5.4. Upon return from an unpaid leave of absence the employee shall return to the same job from which leave was originally taken, provided the employee is physically qualified to perform the same, and the job is then vacant. In the event the former job is not vacant, or the employee is not physically qualified to perform the same, the employee shall remain entitled to another job in accordance with his/her qualifications and ability.

Section 5.5. An employee granted an unpaid leave of absence in excess of thirty (30) days shall not be eligible for fringe benefits, including holiday pay, sick leave credits, vacation leave credits, or the recognition of seniority during the period of such leave.

ARTICLE 6 - PAID LEAVES OF ABSENCE

Section 6.1. Jury Duty. Employees shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Such employees shall be paid their straight time hourly rate for all lost time up to eight (8) hours per day and up to forty (40) hours per week. An employee shall submit certification of jury service to the Employer and shall assign to the Employer that part of all remuneration received for jury service, which can reasonably be described as duplicate compensation. When released from jury duty during working hours, the employee shall report to work within one (1) hour.

Section 6.2. Military Leave. Employees shall be granted military leave in accordance with Section 29A.28 of the Code of Iowa.

Section 6.3. Sick Leave. The following provisions shall control the accrual and use of sick leave.

A. A regular full-time employee, incapacitated and unable to work, or in need of medical, dental or optical examination or treatment, shall notify his/her supervisor, or the person designated, as far in advance as possible before that employee's scheduled reporting time. The employee shall state the nature of the illness and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the Employer. Failure to report prior to thirty (30) minutes after start of scheduled shift, unless extenuating circumstances prevail, shall be considered grounds for denial of sick leave.

B. No employee shall be entitled to paid sick leave in excess of the amount of such leave accumulated to employee's credit. Sick leave shall not be taken in advance of having been earned.

C. Regular full-time employees in active employment will accrue four (4) hours of sick leave for each bi-weekly pay period they are in an active pay status. Regular part-time employees shall earn sick leave on the same basis, but pro-rated according to actual time worked in relation to the full-time employee, and upon the condition that the part-time employee is working at the rate of 1,040 hours or more annually. Regular employees who are in a non-pay status for more than one-half of their scheduled hours in an accrual period, will not accrue sick leave for that period.

D. Sick leave shall accumulate without limit, but all rights to such accumulated sick leave shall terminate upon leaving County employment, except as provided in Section E below.

E. The employer will provide access to a Retirement Health Savings (RHS) Plan pursuant to regulations set forth by the Internal Revenue Code that allows participant to accumulate assets tax-free to pay for medical expenses in retirement. Employees shall contribute one hundred percent (100%) of their paid sick leave accrual as calculated in this section to their individual RHS account.

F. Sick leave shall be paid at the employee's straight time rate or rate of pay in effect during the sick leave period.

G. Except as may be allowed under this sub-section, sick leave shall not be taken in advance of having been accrued. The Board of Supervisors may,

under extenuating and catastrophic circumstances, extend the sick leave of a regular full-time employee who has been currently employed for a minimum of one (1) year and who has exhausted all sick leave and vacation accruals. Request for such extensions must be submitted by the employee through the department head who will forward his/her recommendation to the Human Resources Director for final action by the Board of Supervisors.

Section 6.4. Job-related Injury. An employee who is injured while performing his/her assigned duties for the County shall report the injury to the Secondary Roads Superintendent or Administrative Assistant to the County Engineer within one (1) working day of the date on which the injury occurred. In the case of an incapacitating injury the report shall be submitted as soon as the employee is able to supply the necessary information.

An employee who is injured while performing his/her assigned duties and is determined to be eligible for benefits under the Iowa Worker's Compensation Act, will receive his/her normal pay for the first three (3) work days of authorized absence following the injury. Thereafter, an employee may elect to use earned sick leave accruals in an amount necessary to offset the difference in pay between worker's compensation benefits and the employee's normal pay. Provided, in no event will an employee receive a combination of worker's compensation benefits and sick leave pay in excess of his/her normal pay.

Section 6.5. Bereavement Leave. Each regular full-time employee shall be eligible for paid leave of absence up to three (3) work days for a death in the immediate family for purposes of attending the funeral or attending to related matters within seven days of the first day of bereavement leave. Immediate family shall be defined as including: spouse, child, step-child, parent, step-parent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, grandparent, spouse's grandparent, grandchild, step-grandchild, legal ward or other resident in the employee's household. Only days absent which would have been compensable workdays will be paid. No payment will be made during vacation, holidays, or any leave of absence. Payment shall be made on the basis of the employee's straight time hourly rate or rate of pay in effect during the period of bereavement leave. Two (2) extra days, if necessary, may be approved by the Department Head and are eligible to be deducted from paid leave accruals.

In the event that an employee is serving as a pallbearer during normally scheduled working hours, they will be allowed up to 4 hours of bereavement leave.

ARTICLE 7 - OVERTIME COMPENSATION

Section 7.1. Employees covered by this Agreement shall be compensated for

authorized overtime work at one and one-half (1 1/2) times the employee's straight time hourly rate for all approved hours worked in excess of eight (8) hours in any work day or shift, and/or in excess of forty (40) hours in any one work week. Vacation and paid leaves of absence shall not count as time worked, however, for the purposes of this section paid holidays shall count as hours worked. Overtime shall not be paid more than once for the same hours worked.

Section 7.2. Any work performed outside the regularly scheduled workday or workweek must have prior approval of the immediate supervisor. Each employee performing work at times other than during the regular work day or work week must notify the immediate supervisor at the time that employee completes such work.

Section 7.3. When overtime work is necessary, the Employee who normally performs the work or whose district/route the work occurs within shall be called first. If this employee is unavailable or unable to work the overtime assignment, the Employer shall call the next qualified employee from a list of volunteers arranged by straight seniority. Said list of volunteers shall be established on an annual basis. If an employee is not interested or is unavailable for the overtime assignment, the next person on the list shall be contacted. This list will be utilized on a continual rotating basis (i.e., if an employee is unavailable and is subsequently skipped on the list, the next person after the employee who has accepted the assignment will be called next.) The person unavailable will automatically be moved to the bottom of the list. In the event that no employees desire the overtime, the Employer may assign the overtime to the employee with the least seniority who possesses the qualifications to do the work.

The Employer shall retain the right in times of emergency to assign overtime to the Employee(s) able to respond in the most timely, safe and efficient manner. This provision shall not be unduly violated. An emergency shall include, but is not limited to, events such as: replacement of regulatory signs, weather-related catastrophes or safety-related problems. Every attempt will be made to call employees in from their own territory. Overtime to replace regulatory signs will be generated by utilizing a sign-crew member and then the bargaining unit overtime list.

Section 7.4. An employee called back to work outside the normal work day shall be paid a minimum of two (2) hours at the straight time hourly rate of pay, or at time and one-half (1 1/2) for all time actually worked whichever is greater.

Section 7.5. Any employee who is scheduled to report to work and who presents himself/herself for work as scheduled shall be assigned at least four (4) hours of work, unless such work is unavailable due to an act of God or the employee has been notified by radio or telephone at least one (1) hour prior to the starting time. If work is not available, the employee shall be excused from duty and paid at his appropriate rate for four (4) hours of work. These provisions do not apply to employees sent home for reasons of misconduct, illness or acts of God.

Section 7.6. Employees called in on an emergency to work Saturday/Sunday shall be compensated for all hours at one and one-half (1-1/2) times the employee's straight time hourly rate, regardless if they have 40 hours of actual hours worked that week.

Section 7.7. Compensatory Time. If, by mutual consent of the employee and the employer, compensatory time off is granted in lieu of a wage payment for overtime, an employee shall be granted a period of time off at the rate of one and one-half (1-1/2) for hours for every overtime hour worked. Insofar as practical, compensatory time off shall be used as soon as possible after it is accrued. An employee may accrue up to sixty (60) hours of compensatory time at any time in refillable bank, however may only accrue a total of one hundred (100) hours in a fiscal year. . All accruals as of June 30th each year will be paid in the first paycheck in July.

ARTICLE 8 - EMPLOYER'S RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, resolution of the Board, charter, or special act, the exclusive power, duty and right, including, but not limited to: plan, direct, and control the work of its employees in positions within the bargaining unit; discipline, suspend or discharge employees; develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; establish new jobs; abolish or change existing jobs and operations; schedule working hours, including overtime work; determine employees qualifications; schedule vacations; relieve employees from duties because of lack of work, or for other legitimate reasons; determine what work or services shall be purchased or performed by the unit's employees; change or eliminate existing methods, means, assignments and personnel by which the Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Employer; exercise all other powers and duties of the Employer had prior to the signing of this Agreement.

ARTICLE 9 - SENIORITY

Section 9.1. Seniority means an employee's length of continuous full-time service with the bargaining unit since date of hire. Seniority shall be administered on a bargaining unit basis and amended only per the provisions of this agreement. Regular part-time employees' seniority shall be pro-rated as a percentage of a forty (40) hours per week full-time employee. The Union shall be furnished with a seniority list and job classifications of all bargaining unit employees within thirty days of July 1 each year, and the Union shall receive notice when employees are to be laid off or recalled. The same seniority list shall be posted on the bulletin board in the workplace. Employees shall have twenty (20) days from the date of the posting to object to the seniority list. If objection is made and the Employer is unable to satisfy the objection within twenty

(20) days, the employee may file a grievance in accordance with Article 16 beginning at Step 3 of the procedure.

Section 9.2. New employees shall serve a probationary period during the first six (6) months of their employment. Upon completion of the probationary period, they shall be put on the seniority list and seniority shall be determined from their first day of hire or rehire. Employees may be terminated for any reason during the probationary period without recourse to the grievance procedure.

Section 9.3. An employee shall lose seniority and the employment relationship shall be broken and terminated in the following cases:

- a) employee quits; b) employee is discharged; c) employee engages in other work while on leave of absence or gives false reason for obtaining leave of absence; d) two (2) consecutive days of absence without notice to Employer, unless evidence is presented that employee was physically unable to give such notice; e) employee fails to report to work at the end of leave of absence; f) employee retires; g) employee is not recalled to work within twenty-four (24) months from the date of layoff.

Section 9.4. Employees shall not continue to accrue seniority during an unpaid leave of absence or layoff exceeding thirty (30) days, except as may be required by law.

ARTICLE 10 - LABOR MANAGEMENT COMMITTEE & STEWARDS

Section 10.1. Employees selected by the Union to act, as its representatives at the work site shall be known as "Officers". The names of the employees so selected (including the alternates designated to act in their absence) will be certified in writing to the Employer by the Union.

Section 10.2. The Union will also appoint three (3) members to serve on the Labor Management Committee, and the names of these members will also be certified in writing to the Employer. These individuals may or may not be Officers of the Union.

Section 10.3. Meetings between the Labor Management Committee and the Employer's representative or representatives may be called by mutual agreement, and at a mutually convenient time. If held during working hours, employees will be paid for time falling within their normal work time. Each party shall submit a written agenda to the other not less than two (2) working days prior to each meeting, setting forth the items it wishes to discuss at each meeting. Such meetings shall be held for the purpose of discussing and resolving matters pertaining to the administration of this Agreement, including safety, Lean process improvement including ways to increase efficiency and reduce overall costs, and recommendations relating to the improvement of relationships between the Employer, the Union, and the employees in the

bargaining unit.

Section 10.4. Bargaining unit employees, officers and representatives shall not conduct Union activity or business on County time, nor shall they be paid for time spent in the conduct of such business or activity, except as specifically authorized by this Agreement.

Section 10.5. When contract bargaining sessions between the parties are scheduled to take place during normal working hours, three (3) employees who are designated as members of the Union's bargaining team shall be given time off without loss of pay to attend such sessions. No employee, however, shall receive more than forty (40) hours of pay at his/her straight time rate pursuant to this Section. The time off granted for bargaining sessions shall not be considered as hours worked for overtime eligibility unless prior approval is specifically granted by his/her supervisor.

ARTICLE 11 - NO STRIKE - NO LOCKOUT

Section 11.1. The parties hereby affirm their good faith, one to another, and agree that the Employer will not engage in a lockout as prohibited by Section 10 of the Public Employment Relations Act, and the Union, its officers, agents, or employees will not instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work or any other intentional interruption of County operations, regardless of the reason for doing so.

Section 11.2. At no time shall employees be required to act as strike-breakers, nor shall an employee be required to go through picket lines where his/her personal safety is endangered.

ARTICLE 12 - PAY PERIODS AND COMPLAINTS

Section 12.1. Employees will be paid bi-weekly on Friday through the last Saturday in the preceding pay period. In the event the payday is on an established holiday, the preceding day shall be the payday.

Section 12.2. Should employees have a complaint with regard to the correctness of their paycheck, they will first take the matter up with their immediate supervisor. If not satisfied with the action taken or the response given by the supervisor, the employee may provide the Union Officer with written authorization to investigate the appropriate records to resolve the matter.

ARTICLE 13 - GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that contract language shall be applied in a consistent fashion. When used in this Article and Article 16, the term “working days” shall mean Monday through Friday exclusive of designated holidays.

Section 13.1. A grievance is defined as an employee's or Union's claim against the Employer arising out of the interpretation and application of specific provisions of this Agreement or discipline exceeding 3 days suspension. All grievances shall be processed in accordance with the steps outlined below, however, any bargaining unit employee shall have the right to meet and adjust his/her individual claim with the Employer.

Section 13.2. The steps toward settlement of a grievance shall be as follows:

Step 1. An employee shall discuss any alleged violation orally with the employee's immediate supervisor within seven (7) working days following its occurrence in an effort to resolve the problem in an informal manner. An employee may request that a representative of the Union be present during this oral discussion. Any agreement reached at this first step of the procedure will not be precedent setting.

Step 2. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee, with or without the assistance of the Union, shall present the grievance in writing, citing specific provisions of the agreement allegedly violated, to the County Engineer within five (5) working days following the discussion. On or before the County Engineer's fifth working day following receipt of the written grievance, the County Engineer will answer the grievance in writing.

Step 3. If the County Engineer's answer in Step 2 fails to resolve the grievance, upon recommendation of the aggrieved employee, the Union shall refer the grievance to the Employer's Human Resources Director within five (5) working days following receipt of the Step 2 answer. Within fifteen (15) working days following the Human Resources Director's receipt of the written grievance, both a meeting shall have been held between the Human Resources Director and a representative of the Union, and the Human Resources Director shall have answered the grievance in writing. The Human Resources Director and the Union shall cooperate in the scheduling of their meeting so that the same may precede the deadline for the Human Resources Director to issue a final answer by a minimum of ten (10) full working days. However the parties may mutually agree to request the services of a grievance mediator to assist in the resolution of the grievance prior to the Employer's answer at Step 3 or the scheduling of an arbitrator following the Step 3 answer. If the grievance mediation is not successful the Employer's answer will be provided within ten (10) days of the

mediation.

Section 13.3. If a grievance is not presented within any of the time limits specified in the steps set forth above, it shall be considered waived and the Employer's last answer shall be final and binding.

ARTICLE 14 - GRIEVANCE ARBITRATION

Section 14.1. In the event that a grievance remains unresolved after the completion of Step 3, the grievance may be referred to arbitration by the Union Business Representative serving a written request for arbitration upon the Employer's Human Resources Director within five (5) working days from the answer in Step 3. It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the consent of the other. Service may be made by email dated before 4:30pm CST.

Section 14.2. If a grievance is not presented within any of the time limits specified in this Article, it shall be considered waived and the Employer's last answer shall be final and binding.

Section 14.3. After either party has so notified the other of its referral of a grievance to arbitration, the parties will attempt to meet within ten (10) working days to select an arbitrator, or to request of the Iowa Public Employment Relations Board that it furnish a list of five (5) arbitrators from which the parties shall select one (1) arbitrator. The Employer and the Union shall meet within five (5) working days from receipt of said list and alternately strike four (4) names from the submitted list, and the person whose name is left shall be the arbitrator. Provided, however, that the Union and the Employer may mutually agree that the list of proposed arbitrators is unacceptable and thereafter petition PERB for a new list of five (5) arbitrators. The Union shall make the first strike on the list.

Section 14.4. The fees and expenses of the arbitrator will be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for 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. Such cost shall include a copy of the transcript for the arbitrator and the non-requesting party should either or both of them desire the same. The arbitrator's decision will be final and binding on the parties.

Section 14.5. Within thirty (30) days of hearing, the arbitrator shall issue a written report to the parties detailing his/her recommendations and award.

ARTICLE 15 - WORK RULES

Section 15.1. Existing departmental work rules will be posted on the Secondary Roads Department Bulletin Boards. Changes in these work rules, including elimination of old rules or addition of new rules, will be sent at least ten (10) days in advance of the effective date to the Union Business Representative and Unit Chairperson. This ten (10) day requirement may be waived in emergency situations.

ARTICLE 16 - DISCIPLINARY ACTIONS

Section 16.1. Disciplinary action shall be issued in a manner, which will minimize embarrassment to the employee.

Section 16.2. The Union will be furnished with a copy of the notice to any bargaining unit employee, which relates to a written reprimand, suspension or discharge.

Section 16.3. Disciplinary action exceeding 3 days suspension will be taken against an employee only for proper cause, and shall be subject to the Grievance procedure.

ARTICLE 17 - BULLETIN BOARDS

Section 17.1. The Employer agrees to make space available on existing bulletin boards for the use of the Union in posting notices and materials pertinent to its members, including, but not limited to, the announcement of meetings and election of officers. The privilege granted in this Article shall not apply to notices and materials, which are partisan, political or defamatory in nature.

ARTICLE 18 - HEALTH AND SAFETY

Section 18.1. The Employer, the Union and the employees will comply with all applicable Federal, State and local health and safety laws and any regulations issued there under.

Section 18.2. A safety committee shall meet quarterly, or more frequently if necessary to discuss departmental safety rules and concerns. The committee shall also discuss and investigate all accidents occurring in the department to determine preventive actions.

Section 18.3. The safety committee shall consist of five members of which two (2) members shall be employees selected to serve on the committee by the bargaining unit, one being a foreman who will rotate.

Section 18.4. The Employer recognizes its responsibility to defend and indemnify its employees in accordance with Chapter 670 of the Iowa Code.

Section 18.5. The matter of safety is a common concern and to this end, the parties agree to use reasonable and standard measures to protect the health and welfare of all employees.

Section 18.6. Coveralls of miscellaneous sizes will be made available in the shop for use by employees when conducting County work assignments.

Section 18.7. Should the County elect to provide uniforms and/or laundry services to any Fleet Services staff they will be required to wear the designated uniform in its entirety without modification.

ARTICLE 19 - NON-DISCRIMINATION

Section 19.1. The Employer and the Union will not discriminate against any employee in the bargaining unit with respect to hours, wages, or any terms or conditions of employment by reason of that employee's participation in or refusal to participate in the Union.

Section 19.2. This agreement and the rates of pay, hours and terms and conditions of employment hereunder shall be applied in a manner which is not arbitrary, capricious, or unjustly discriminatory. Specifically, application shall be made without regard to race, creed, color, national origin, age, sex, disability or marital status, except as such conditions may constitute bona fide occupational or assignment qualifications, and without regard to the exercise of the rights of political expression protected by law, when acting in a private capacity as a citizen.

Section 19.3. Both parties agree to exclude from the grievance procedure or grievance arbitration, any claim of alleged violation of a contractual anti-discrimination clause while the same matter is being pursued in the courts, or with governmental agencies such as the Equal Employment Opportunity Commission (EEOC), Public Employment Relations Board (PERB), or other similar agencies.

ARTICLE 20 - INTERPRETATION OF AGREEMENT

Section 20.1. This agreement supersedes and cancels all previous agreements and practices between the Employer and the members of the Union, unless expressly stated to the contrary herein, and together with any mutual agreed-to amendments, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during its term. The parties each agree during the term hereof that they will not unilaterally enter into any agreement or contract with

employees in the bargaining unit, individually or collectively, or initiate practices with those employees, unless the same be permitted by law and are consistent with the terms and provisions of this agreement.

Section 20.2. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement; each voluntarily and unqualifiedly waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement during its term.

ARTICLE 21 - SAVINGS

Section 21.1. If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful, or unenforceable, or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

THIS AGREEMENT is executed as of _____ to become effective July 1, 2023 and to continue in effect one year thereafter or until June 30, 2028. It shall automatically be renewed from year to year thereafter, unless terminated or modified as hereinafter provided. The parties shall endeavor in good faith to commence negotiations through the exchange of proposals within 15 days of recertification.

**PUBLIC PROFESSIONAL &
MAINTENANCE EMPLOYEES
LOCAL 2003**

**SCOTT COUNTY BOARD OF
SUPERVISORS**

By:
Josh Ehrmann
Business Representative

By:
Ken Beck
Chair, Board of Supervisors

By:
Curtis Goodall
Negotiating Committee

By:
Mahesh Sharma
County Administrator

By:
Adam Baetke
Negotiating Committee

By:
Vanessa Wierman
Human Resources Director

By:
Ed Drummond
Negotiating Committee

By:
Angela Kersten
County Engineer

By:
Elliott Pennock
Assistant County Engineer

By:
Zach Metzger
Human Resources Generalist

APPENDIX A

Job Classifications by Occupational Category

Fleet Services:

Parts and Inventory Clerk
Senior Mechanic
Mechanic

Road Crew:

Crew Leader
Senior Signs Technician
Heavy Equipment Operator
Senior Roads Maintenance Worker
Roads Maintenance Worker
Signs Technician
Roadside Vegetation Technician

Appendix B

Side letter of Understanding

For Period 07/01/2023 - 06/30/2028

Should a non-public safety bargaining unit or non-represented staff receive an additional holiday or floating holiday during the term of this agreement, the same will be provided to PPME members.