



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SCOTT COUNTY, IOWA

AND

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES

LOCAL 2003

Effective July 1, 2009 - June 30, 2010

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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. 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 effective July 1, 2009: (3.5% GWI):

<b><u>Position Title</u></b>	<b><u>Hay Points</u></b>	<b><u>Start Rate</u></b>	<b><u>Step 1 1 year</u></b>	<b><u>Step 2 2 years</u></b>	<b><u>Step 3 3 years</u></b>	<b><u>Step 4 4 years</u></b>	<b><u>Step 5 7 years</u></b>	<b><u>Step 6 15 years</u></b>
Crew Leader/Equip. Operator I	213	19.97	20.86	21.72	22.65	23.29	23.35	23.64
Sign Crew Leader	199	19.22	20.10	20.94	21.81	22.42	22.49	22.75
Heavy Equip Operator II	187	18.63	19.43	20.28	21.09	21.68	21.76	22.05
Mechanic	187	18.63	19.43	20.28	21.09	21.68	21.76	22.05
Heavy Equip Operator III	174	17.91	18.70	19.50	20.27	20.87	20.91	21.19
Sign Crew Technician	174	17.91	18.70	19.50	20.27	20.87	20.91	21.19
Truck Crew Coordinator	163	17.36	18.16	18.87	19.62	20.19	20.22	20.51
Truck Driver/Laborer	153	16.86	17.62	18.30	19.02	19.61	19.67	19.92
Shop Control Clerk	187	14.77	15.44	16.05	16.64	17.17	17.21	17.44

**Section 1.2.** Employees transferred to a higher job classification will receive the compensation benefits of the new classification as of the effective date of the transfer.

**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 new rate of pay will be established in the seven-step schedule.

**Section 1.4.** Advancement to steps 2, 3, 4 and 5 of the wage schedules shall be contingent upon overall performance rating of 3.0 or greater and years of service. 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 and the involved employee, in advance of the withholding action.

## **ARTICLE 2 - HOURS**

Section 2.1. The Employer shall establish and post uniform hours of work for occupational groups 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 beginning with the pay period that includes May 1, if projects and conditions warrant, through the pay period that includes September 1, the hours of work shall be 6:00 a.m. to 4:30 p.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 understood that the County Engineer may extend the date up to October 1<sup>st</sup> if projects and conditions warrant. Employees shall be scheduled a thirty (30) minute unpaid lunch break each workday, which shall generally occur in the middle of the shift. 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 at monthly, or at the option of the Employer, more frequent intervals. Thereupon, it is available for use by the employee at any time after completion of the probationary period, subject to provisions on the scheduling of same. Upon attaining each anniversary date of employment, 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 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 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, his/her designee or County Engineer, or within two working days after their receipt, whichever is later. The Superintendent 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.

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 week's 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 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 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 two (2) additional "wellness" days. In no event would an employee receive more than three (3) "wellness" days (i.e. twenty four 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 - INSURANCE**

Section 4.1. The Employer agrees to provide the following coverage, or to re-establish similar benefits on behalf of regular full-time employees and regular part-time employees scheduled to work 1,040 hours or more annually:

A. Medical Plan

(See plan for details regarding co-pays, deductibles, etc.)

B. Dental Plan.

C. Vision Plan.

The Employer will pay monthly single premiums for the above benefits. For those employees electing to avail themselves of dependent coverage for any of the above, the employee agrees to contribute the following amounts toward the monthly dependent premiums:

Employees may choose between Scott County offered plans in accordance with established plan designs.

The employee shall share in any dependent care premium increases as follows:

After July 1, 2009: 60/40 split (60% employer / 40% employee)

A cap of a 10% increase is binding for each year listed above.

Section 4.2. The Employer shall provide each employee coverage under a group life insurance policy with a maximum benefit of twenty thousand (\$20,000) dollars. The Employer shall pay the dollar cost of the single employee premiums in effect during the term of this Agreement.

Section 4.3. The Employer retains the right to select or change the insurance carrier, or to self-insure all or any portion of the benefits as long as the level of benefits remains substantially the same.

## **ARTICLE 5 - HOLIDAYS**

Section 5.1. 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; 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 5.2. 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 5.3. 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 5.4. 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 5.5. 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 5.6. It is agreed that a "me too" clause will prevail. If any other Scott County employee group receives additional holidays as a result of the bargaining process, this bargaining unit shall also receive the new holiday.

Section 5.7. 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 6 - UNPAID LEAVES OF ABSENCE**

Section 6.1. Regular full-time employees shall be eligible for unpaid leaves of absence after completion of their probationary period.



Section 6.2. 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 6.3. If the employee does not return to work upon expiration of an authorized unpaid leave of absence, he/she shall be terminated.

Section 6.4. 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 6.5. 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.

Section 6.6. Premiums for insurance normally paid by the Employer shall be paid by the employee if the unpaid leave of absence exceeds thirty (30) days, unless the employee requests such coverage be discontinued.

## **ARTICLE 7 - PAID LEAVES OF ABSENCE**

Section 7.1. 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 7.2. Military Leave. Employees shall be granted military leave in accordance with Section 29A.28 of the Code of Iowa.

Section 7.3. 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.

Upon retirement in accordance with the provisions of the Iowa Public Employees Retirement System (IPERS), or upon the death of an employee, the paid accrual of employee's sick leave account shall be calculated as follows:

For those employees hired **prior to July 1, 2000** the employee may choose between option A or B below:

**Option A** - fifty percent (50%) of the employee's accumulated sick leave hours in excess of seven hundred and twenty (720) hours and up to a maximum of one thousand six hundred and eighty (1,680) hours. In no event shall payment exceed 480 hours (1680-720=960; 50% of 960=480).

**Option B** - twenty-five percent (25%) of the employee's accumulated sick leave up to a maximum of one thousand six hundred and eighty (1,680) hours. In no event shall payment exceed 420 hours. (25% of 1,680=420).

For those employees hired **after July 1, 2000**:

Twenty-five percent (25%) of the employee's accumulated sick leave hours up to a maximum of one thousand six hundred and eighty (1,680) hours. In no event shall payment exceed 420 hours. (25% of 1,680=420).

In the event an employee had worked in a part-time position during County employment, the 720 and 1,680 hours addressed above shall be pro-rated to reflect the FTE level. An example is found below:

<b>Full-time</b>	<b>Part-time</b>
1,680-720=960	840-360=480
50% of 960 = 480hrs	50% of 480 = 240hrs

Any payment of unused sick leave hours shall be calculated on the basis of an employee's actual regular earnings (excluding overtime pay) in effect at the time of the payout.

Except as provided in this section, an employee shall not otherwise be entitled to a payout of unused sick leave accruals upon termination of employment.

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 7.4. 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.

The County will continue its contribution for health and life insurance benefits during any period in which an employee is receiving worker's compensation benefits due to a County work-related injury.

Section 7.5. Bereavement Leave. Each regular full-time employee shall, after serving his/her probationary period, 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 8 - OVERTIME COMPENSATION**

Section 8.1. 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 8.2. 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 8.3. 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 8.4. 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 8.5. 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 8.6. 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 8.7. 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 a maximum of 64 hours of compensatory time, but may only carry over 40 hours into the next fiscal year. Any accruals exceeding 40 hours as of June 30th each year will be paid in the first paycheck in July.

## **ARTICLE 9 - 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 10 - SENIORITY**

Section 10.1. 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 10.2. 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 10.3. 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 10.4. 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 11 - LABOR MANAGEMENT COMMITTEE & STEWARDS**

Section 11.1. 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 11.2. 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 11.3. 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 and recommendations relating to the improvement of relationships between the Employer, the Union, and the employees in the bargaining unit.

Section 11.4. 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 11.5. 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 thirty-two (32) 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 12 - NO STRIKE - NO LOCKOUT**

Section 12.1. 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 12.2. 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 13 - LAYOFF AND RECALL**

Section 13.1. The employer has sole discretion to determine the necessity for and implementation of a layoff of the work force. In the event of a layoff, the employees in the affected job classification shall be removed in order of their bargaining unit seniority beginning with the least senior employee. Except in cases of emergency, notice of layoff will be given at least fourteen (14) calendar days in advance of the layoff. If an employee is designated for layoff, he/she may be eligible to exercise "bumping" rights. "Bumping" rights may be exercised to another position, provided all of the following conditions are met:

- A. The position is in the same occupational category. For purposes of this section, occupational categories have been established as follows: Clerical and Road Crew (see Appendix A).
- B. The position has an equal or lower point evaluation than held by the "bumping" employee.
- C. The "bumping" employee is fully qualified to perform the duties of such position.
- D. The position is held by a less senior employee. If more than one position meets the above conditions, the laid off employee has "bumping" rights only to the position which will offer the highest rate of pay. If more than one position is determined to offer the same rate of pay, the "bumping" employee will be entitled to the position held by the least senior employee.

Section 13.2. An employee to be recalled from a layoff shall be so notified as far in advance as possible by certified mail, return receipt requested, mailed to his/her last address as shown on the Employer's records. Any employee so recalled must return within seven (7) calendar days after receiving such notice, or at the time and date indicated in the notice, whichever is later. Any employee failing to do so shall automatically lose his/her seniority rights and shall be removed from the recall list. An employee shall be considered as having received notice of recall as of the date such a notice is delivered to his/her last known address. It is the employee's responsibility to keep the Employer informed of his/her current address and phone number. Employees on layoff shall be recalled in order of their seniority, provided operational efficiency is maintained. Employees will not be eligible for recall after they have been in layoff status for more than twenty-four (24) months from the date of layoff. Probationary, part-time and seasonal employees have no recall rights.



## ARTICLE 14 - PAY PERIODS AND COMPLAINTS

Section 14.1. 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 14.2. 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 15 - 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 XVI, the term "working days" shall mean Monday through Friday exclusive of designated holidays.

Section 15.1. 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. 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 15.2. 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 15.3. 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 16 - GRIEVANCE ARBITRATION**

Section 16.1. 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 regular U.S. mail based upon the date of the postmark.

Section 16.2. 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 16.3. 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 party making the first strike shall be determined by a coin flip.

Section 16.4. 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 16.5. Within thirty (30) days of hearing, the arbitrator shall issue a written report to the parties detailing his/her recommendations and award.

## **ARTICLE 17 - DUES CHECKOFF**

Section 17.1 Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing with thirty (30) days notice, the Employer agrees to deduct one-half the regular monthly Union dues of such employee from his/her first pay check in the month and one-half from the second pay check in the month and remit such deductions to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the dues deduction schedule for such regular membership dues to be deducted. The monthly remittance shall be accompanied by a list indicating the name, hourly rate of pay, and amount of dues deducted from each employee whom dues have been withheld. The Employer agrees to assist the Union in resolving any issues related to additions or deletions of deductions.

Section 17.2. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against Scott County as result of any action taken or not taken by the Employer under the provisions of this Article.

## **ARTICLE 18 - WORK RULES**

Section 18.1. 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 19 - TRANSFER PROCEDURES**

Section 19.1. When new jobs are created, or when the Employer desires to fill true vacancies, a notice of such vacancies shall be posted on the intranet and bulletin boards for five (5) working days, excluding day of posting. Notices shall include a brief description of the duties of the position, qualification requirements, its pay range, and duty location. All applications shall be submitted via the intranet. Employees interested in transferring within the bargaining unit to an existing departmental vacancy shall advise the County Engineer in writing. If the employee desires, he/she may state the reason for applying for the vacancy. Vacancies will normally be filled by promotion or lateral transfer from within the bargaining unit, unless no well-qualified employee

applies for the position. It will be the discretion of the Employer as to whether or not to fill a vacancy. The Employer will attempt to fill all vacancies with individuals possessing the best qualifications and the greatest potential. The Unit Chairperson and County Engineer shall select a dues paying bargaining unit member to serve as a representative on the interview team for new hires, transfers and promotions. If more than one employee applies for lateral transfer or promotion, and it is determined by the Employer that the qualifications and abilities of those applicants are substantially equal, the Employer shall appoint the most senior based on total bargaining unit seniority.

Section 19.2. The rate of pay for an employee selected to fill a vacancy shall be determined as follows:

- A. If promoted to a position having a higher point total, the employee's rate of pay, if possible will be set at the step in the new pay range which affords an increase equivalent to a full step in that range. If this is not possible, the pay will be set at the top step of the new pay range.
- B. If transferred to a position with the same number of points, the employee's rate will not change.
- C. If the change is to a position with a lower point total, the employee will start at the step in his new pay range nearest to, but not above, his/her current pay rate.
- D. The effective date of the promotion or demotion will become the anniversary date for determining future pay increases.

Section 19.3. An absent employee, or an individual on layoff, may apply for a posted vacancy through his/her Union Officer.

Section 19.4. The Employer shall have the right to temporarily transfer employees from one job to another when deemed necessary, however such temporary transfers shall not exceed forty-five (45) working days. This forty-five (45) day limitation does not apply when such transfer is made to replace an employee on an extended leave of absence. If the temporarily transferred employee is substantially performing the duties of a position with a higher point evaluation than his/her permanent position for more than four (4) consecutive working days, the employee will be paid at the same rate of pay, starting with the fifth (5<sup>th</sup>) day, that he/she would have been paid if promoted to that position. If a particular project has been scheduled to exceed four (4) consecutive working days, the employee performing higher classification duties shall receive the higher wage beginning with day one.

Section 19.5. Employees transferred to new positions at higher rates of pay will be considered to be in a trial or probationary status for a period of two (2) months. During this period, the Employer shall have the right to return the employee to the position from which transfer was made if the employee fails to perform satisfactorily. Whenever an employee is removed from a job under this Section, the Employer shall furnish a written statement to the employee listing the reasons therefore. Employees successfully

completing the probationary period shall be ineligible to bid on another job for a period of six (6) months from the date of transfer, unless permitted to do so by the Employer.

Section 19.6. Disputes arising over transfers made pursuant to this section shall be resolved through the grievance procedure. When an employee is not promoted the County will make an effort to explain why they were not promoted and what they can do in the future to improve for the next opening.

Section 19.7. Employees may inform the County Engineer, in writing, of their interest in specific job training. Such requests will be given full consideration. It is the intent of the employer, whenever possible, to provide training opportunities.

Section 19.8. When a truck/snow route becomes vacant or is created, a notice of such vacancy shall be posted on department bulletin boards for three (3) working days, excluding the date of the posting. An employee with an existing route, who is interested in bidding on the route, shall submit their request in writing to the County Engineer. The County Engineer will attempt to fill the vacant snow route with the employee possessing seniority. If no bids are received, the County Engineer reserves the right to assign the route at his/her discretion.

Section 19.9. An employee who is hired from a different Scott County department to a position in the bargaining unit shall transfer the employee's accumulated leaves and years of county service for determining vacation accrual in this Agreement.

## **ARTICLE 20 - DISCIPLINARY ACTIONS**

Section 20.1. Disciplinary action shall be issued in a manner, which will minimize embarrassment to the employee.

Section 20.2. 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 20.3. After documents relating to a reprimand have been on file for a period of one year without an intervening disciplinary action, such documents shall not be used for future disciplinary action unless a pattern of similar behavior has been established or like work rule violation has occurred.

Section 20.4. Disciplinary action will be taken against an employee only for proper cause, and shall be subject to the Grievance procedure.

## **ARTICLE 21 - BULLETIN BOARDS**

Section 21.1. 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 22 - EVALUATION PROCEDURES**

Section 22.1. Employees will be evaluated by the Employer at such frequency, as the Employer may determine, but not less than annually. The evaluation report will be placed in the employee's personnel file. Employees may review evaluation reports or any other documents which are part of their personnel file. The employee shall have the right to respond to any item in his/her personnel file, with said response becoming a part of the file.

## **ARTICLE 23 - HEALTH AND SAFETY**

Section 23.1. The Employer, the Union and the employees will comply with all applicable Federal, State and local health and safety laws and any regulations issued thereunder.

Section 23.2. 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 23.3. 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 23.4. The Employer recognizes its responsibility to defend and indemnify its employees in accordance with Chapter 670 of the Iowa Code.

Section 23.5. 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 23.6. Employees in the Engineering and Road Crew occupational categories (see Appendix A) shall be required to wear safety shoes during working hours. The Employer will pay up to \$75.00 every twelve (12) months or \$125.00 every two (2) years, towards the purchase of approved safety shoes.

Section 23.7. Coveralls of miscellaneous sizes will be made available in the shop for use by employees when conducting County work assignments.

## **ARTICLE 24 - NON-DISCRIMINATION**

Section 24.1. 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 24.2. 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 24.3. 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 25 - INTERPRETATION OF AGREEMENT**

Section 25.1. 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 25.2. 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 26 - SAVINGS**

Section 26.1. 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.

## **ARTICLE 27 - SUPPLEMENTAL PAY & ALLOWANCES**

Section 27.1. Training and Education. As an incentive for employees to acquire job-related training, the Employer will reimburse seventy-five percent (75%) of the cost for tuition, books and or laboratory fees up to a maximum reimbursement of \$1200 per contract year, subject to the following conditions:

To be eligible for the tuition reimbursement program, an employee must occupy a regular, benefit-eligible position, and must have completed his/her probationary period.

Courses must be at the college level and must be offered by an accredited educational institution.

Courses must be related to the employee's present position or a position to which the employee could logically expect to be promoted.

Courses not related to the employee's position, but required as part of a degree program shall be eligible for reimbursement provided, however, that the employee has been officially accepted into a degree program. Such degree shall be reasonably related to the employee's position or a position to which they could logically expect to be promoted.

All course must be taken on the employee's own time.

To be eligible for reimbursement, the employee must receive a grade of "C" or better. Costs incurred due to the employee not completing the course in a timely manner will not be eligible for reimbursement.

In the event of a reduction in the work force, and an employee is laid off while taking an approved course, he/she will be reimbursed on the same basis as an active employee provided the course is completed within six (6) months of termination. In the event an employee voluntarily resigns, retires or is dismissed for cause while taking an approved course, the employee shall not be eligible for reimbursement.

An employee wishing to participate in the program must complete a request form (available in the Human Resource Department) and submit same to the Human Resources Director at least three (3) weeks prior to the course registration date. The request must include a course description and an accurate estimate of all tuition, book and lab fees. The employee will be notified of the Human Resources Director's approval or denial of the request at least one (1) week prior to the registration date.

Within twenty (20) days completion of the course, the employee shall complete a reimbursement request form and forward it to the Human Resources Department along with all receipts for tuition, books and lab fees. (Other expenses such as material fees,



activity fees, application fees, etc. are not reimbursable). The employee also shall provide verification of the final grade received in the course. Upon approval by the Human resources Director, the employee will be reimbursed by claim check through the County Auditor's Office.

Section 27.2. Deferred Compensation Plan.

Employees shall have the option of deferring a portion of their compensation for the purpose of building retirement security in a tax-sheltered investment plan in accordance with Iowa Code Section 509A and Section 457 of the Internal Revenue Code. An employee may select any Deferred Compensation Plan Provider from the County's approved list for payroll deduction.

For those employees with four (4) or more years of continuous service with the County or who are at the top of their pay range, prior to the end of any calendar year, the County will match their contribution at \$.50 for each dollar the employee contributes during that calendar, up to a maximum of \$500.00. The matching contribution will be paid in the second paycheck in January of the following calendar year or upon termination of employment, whichever occurs first. The employee is responsible for monitoring and not exceeding the maximum allowable annual contribution in accordance with Section 457 of the Internal Revenue Code.

Information regarding payroll deduction for deferred compensation and selection of Providers, distribution, change or designation of beneficiaries is available through the Human Resources Department. The County does not solicit, nor endorse any Deferred Compensation Plan Provider.

THIS AGREEMENT is executed as of \_\_\_\_\_ to become effective July 1, 2009 and to continue in effect one year thereafter or until June 30, 2010. It shall automatically be renewed from year to year thereafter, unless terminated or modified as hereinafter provided. If either party desires to modify this Agreement, said party shall notify the other party in writing no later than September 15, 2009. If either party desires to begin negotiations to modify this Agreement, such negotiations shall begin within fifteen (15) calendar days after September 15, 2009 , unless otherwise mutually agreed.

**PUBLIC PROFESSIONAL &  
MAINTENANCE EMPLOYEES  
LOCAL 2003**

**SCOTT COUNTY BOARD OF  
SUPERVISORS**

By:  
Joe Rasmussen  
Business Representative

By:  
James V. Hancock  
Chairman, Board of Supervisors

By:  
Ted Papuga  
Negotiating Committee

By:  
Dee F. Bruemmer  
County Administrator

By:  
Dave Engler  
Negotiating Committee

By:  
Mary J. Thee  
Asst. County Administrator/HR Director

By:  
Adam Baetke  
Negotiating Committee

By:  
Jon Burgstrum  
County Engineer

By:  
Jill Niebuhr  
Human Resources Generalist

By:  
Russ Stutt  
Assistant County Engineer

## APPENDIX A

### Job Classifications by Occupational Category

#### Clerical

Shop Control Clerk

#### Road Crew

Crew Leader/Operator I

Sign Crew Leader

Heavy Equipment Operator II

Mechanic

Heavy Equipment Operator III

Truck Crew Coordinator

Truck Driver/Laborer

Sign Crew Technician