MASTER CONTRACT BETWEEN WOODBURY COUNTY, IOWA AND COMMUNICATIONS WORKERS OF AMERICA

SECONDARY ROADS FOR 2013-2016

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PREAMBLE

THIS AGREEMENT is executed by Woodbury County, hereinafter called "Employer", and Communications Workers of America, hereinafter called "Union".

ARTICLE 1
Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Woodbury County in the following bargaining unit, to-wit:

> All employees of the Secondary Roads Department excluding county engineer, road supervisor, foreman, chief surveyor, temporary employees and part-time employees as hereinafter defined, any special status employee hired prior to July 1, 1976, all other employees of Woodbury County, and those employees excluded by Section 4 of the Act.

ARTICLE 2
Intent and Purpose

Section 1. The Employer, the Union, and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Woodbury County.

Section 2. The Employer, the Union, and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement and to assure the effective and efficient operation of Woodbury County.

ARTICLE 3
Definitions

Section 1. A part-time employee is a student who is hired for a period of 20 hours per week, or less.

Section 2. A temporary employee is one who is hired for a period of 120 consecutive calendar days, or less.

Section 3. Part-time employees and temporary employees are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement and shall not become regular employees unless they are first hired as permanent employees and thereafter successfully complete their probationary period.

Section 4. A permanent employee is one who is hired as a permanent employee rather than for a part-time or temporary period, or purpose.

Section 5. A probationary employee is one who has not completed 180 consecutive calendar days of continuous service as a permanent employee with the Employer. This probationary period shall begin to run from the first day of the employee's service as a permanent employee and may be extended by the Engineer, at his discretion, for an additional period of 90 consecutive calendar days. If an employee's probationary period is extended, the Engineer shall provide the employee with a written explanation of the reason(s) for the extension. Notwithstanding anything which is or appears to be to the contrary, a probationary employee shall be entitled to paid holidays occurring during his probationary period. After completion of his or her probationary period, a probationary employee shall accumulate sick leave and vacation and shall have his seniority date as of the date the employee started his or her employment.

Section 6. A regular employee is an employee, other than a temporary employee or a part-time employee, who has completed the probationary period.

Section 7. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement shall be limited to mean "regular" employee.

Section 8. "Act" shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

ARTICLE 4
Management Rights

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

a) the right to manage the Employer's operations and to direct the working force;

b) the right to hire employees;

c) the right to maintain order and efficiency;

d) the right to extend, maintain, curtail or terminate operations of the Employer;

e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;

f) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;

g) the right to create, modify and terminate departments, job classifications and job duties;

h) the right to transfer, promote and demote employees;

i) the right to discipline, suspend and discharge employees for cause;

j) the right to lay off;

k) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time;

l) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

ARTICLE 5
Union Rights and Responsibilities

Section 1. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;

b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and

c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because

of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Section 3. For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during non-working time with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union will not interfere with or interrupt the operations of the Employer or the work of the employees.

Section 4. The Employer will grant to any employee designated by the Union the reasonable and necessary time off, without pay, and without loss of seniority, to handle Union business, including attendance at Union meetings or conferences. It is agreed that not more than one (1) employee shall be so engaged at any one time. The Employer shall be given one (1) week's notice in advance of the beginning date and of the probable duration of such absences. The Employer will not discriminate against any such employee absenting himself for any of the above reasons.

ARTICLE 6
Work Stoppage

Section 1. The Employer agrees that during the term of this Agreement it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone, or participate in any work stoppage, strike, slowdown, or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of any section above, all legal censures of the Act shall apply.

ARTICLE 7
Check Off

Section 1. The Employer will make monthly deductions from the wages of each employee covered by this Agreement if the employee provides the Employer with a written authorization therefor. The deductions will be for monthly Union dues and initiation fees in the amounts certified in such authorizations. The Employer will remit such moneys to the Secretary-Treasurer

of the Union not later than the fifteenth (15th) day of the succeeding month.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the County and to the Union and shall automatically be canceled upon termination of employment.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article.

ARTICLE 8
Seniority

Section 1. Seniority is defined as an employee's length of continuous service with the County from his most recent date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a permanent position.

Section 2. The seniority records for employees shall be maintained by the Employer and shall be available to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) days.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason, is discharged, fails to report within forty-eight (48) hours after notice of recall, or is laid off for a period exceeding twelve (12) months or the employee's seniority, whichever is lesser.

Section 4. An employee promoted from the bargaining unit shall retain but shall not continue to accrue seniority.

ARTICLE 9
Procedures for Staff Reduction

Section 1. For purposes of staff reduction, employees will be classified and laid off in accordance with their job classification. In the event that the Employer determines that employees will be laid off, the layoff shall be made within the job classification(s) which the employer has determined should be reduced and shall be made on the basis of seniority, with the least senior employee in the affected job classification(s) being laid off first. Employees who are to be laid off shall be given thirty (30) calendar days notice prior to the effective date of layoff. During the three year term of this contract, July 1, 2004 to June 30, 2007 non-management employees of the secondary roads department will not be subject to layoff or reduction in hours. (This special provision covering layoff and reduction in hours during this contract expires on June 30, 2007 and does not set any precedent for future negotiations.)

Section 2. Those employees to be laid off will be notified as soon as possible. Laid off employees shall advise the Employer of their current addresses during layoff. If the Employer

desires to recall employees, such employees shall be recalled in the inverse order of layoff. Laid off employees shall have recall rights for 365 calendar days from the effective date of their layoff.

Section 3. The Employer shall notify an employee of his/her recall in writing by certified mail to the employee's address on file in the office of the Human Resources Director. An employee's failure to report to work within five (5) calendar days, excluding Saturdays, Sundays, and holidays, after receipt of the recall letter shall result in the termination of the employee's recall rights.

ARTICLE 10
Hours of Work

Section 1. This Article is intended to set forth the normal workweek, but shall not be construed as a guarantee of any amount of work per day or per week or as a limitation of hours of work per day or per week. A workweek shall commence at midnight Sunday and continue to midnight the following Sunday.

Section 2. For all members of the bargaining unit except the Draftsman, the normal workweek shall consist of forty-two and one-half (42.5) hours per week, exclusive of unpaid lunch periods. The normal workweek for the Draftsman shall consist of forty (40) hours per week, exclusive of unpaid lunch periods.

Section 3. Employees will receive two (2) ten (10) minute breaks each day at times scheduled by the Employer. Employees will receive a thirty (30) minute unpaid lunch period at times scheduled by the Employer.

Section 4. It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right in its determination of the daily and weekly work schedules to reduce, extend or maintain the hours of work for any employee, and employees shall be required to work as scheduled by the Employer.

Section 5. The Employer, although reserving to itself the right to change the starting and stopping times of the normal workday, agrees not to change such without first posting notice of such changes at least two (2) weeks prior to the day on which such changes are to become effective. Notice of such changes shall be posted in a conspicuous place in each of the Secondary Roads Department County Sheds located in Moville, Correctionville, Oto and Hornick.

ARTICLE 11
Overtime

Section 1. All work performed in excess of forty (40) hours per week or eight (8) hours per day shall be paid for at one and one-half (1 1/2) times the employee's regular hourly rate.

Section 2. All overtime work not specifically provided for herein shall be determined and must be authorized by the Engineer or his designee. An employee shall be required to work such overtime as the Employer requires.

Section 3. No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Section 4. Overtime shall not be used to punish or reward employees.

Section 5. When employees are recalled to work outside of their regular scheduled hours or on a non-scheduled day, they shall receive a minimum of two (2) hours pay for each callout.

Section 6. Not later than July 1 of each year, each employee shall decide whether to receive compensatory time off or cash for overtime hours worked in excess of 42.5 hours in a workweek.

Employees who elect to receive compensatory time off for overtime hours worked in excess of 42.5 hours in a workweek shall receive compensatory time off on the basis of one and one-half (1 1/2) hours for each hour worked in excess of 42.5 hours subject to the following conditions:

a) a maximum of 85 hours of compensatory time may be accrued and used in a contract year. At the discretion of the employee, hours worked on a holiday may be compensated with compensatory time off, and any time so compensated shall be included in the 85 hour maximum accumulation. It is understood that the eight hours of compensation for the holiday will be paid in wages and will not be compensated with compensatory time off. (Examples: Employee A works 8 hours on a holiday. Employee A will receive compensation for 8.5 hours in wages and may elect to receive 16 hours either in compensatory time off or in wages. Employee B works 12 hours on a holiday. Employee B will receive compensation for 8.5 hours in wages and may elect to receive 28 hours either in compensatory time off or in wages.)

b) compensatory time **may** be used in **one (1) hour** increments. Vacation may be combined with compensatory time to equal a full day's pay when an employee has less than a full eight and one-half hours of compensatory time.

c) compensatory time off shall be scheduled by mutual agreement and shall only be used at times which do not unduly disrupt the Employer's operation, and

d) accrued compensatory time which is not used by **December 15th** shall be paid in cash in the **last** pay period in **December**. For purposes of the initial implementation of this provision, compensatory time shall accrue during the

period beginning on July 1, 1992 and ending on September 30, 1993. Thereafter, the accrual period shall be October 1 to September 30. Survey crews shall accrue compensatory time from April 1 through March 31. Compensatory time accrued by survey crew employees which is not used by March 31 will be paid in cash in the second pay period in April.

ARTICLE 12
Holidays

Section 1. Subject to and in accordance with the provisions of this Article, employees shall be granted ten (10) paid holidays, to-wit: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. Probationary employees shall be entitled to holiday pay for holidays occurring during their probationary period the same as regular employees.

Section 2. The Employer shall designate the day on which the holiday is to be observed except that if an aforementioned holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and if any aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.

Section 3. In order to be eligible for receiving holiday pay, an employee must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay. In case of an excused absence, the Engineer may waive the requirement of working before and after a holiday to qualify for holiday pay.

Section 4. Employees required to work on a holiday (whether scheduled or called in) shall receive holiday pay equal to their normal day's pay plus pay at double time the basic hourly rate for all hours worked on such holiday up to eight hours and triple time the basic hourly rate for all hours worked in excess of eight hours on such holiday.

ARTICLE 13
Vacations

Section 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees after continuous active service pursuant to the following schedule:

Years of Continuous Service	Hourly Credit	Hours Per Year
After 1 year	40/No. of hours	40 hours
2 or more years, but less than 8 years	80/No. of hours	80 hours
8 or more years, but less than 15 years	120/No. of hours	120 hours

15 or more years, but less than 20 years	160/No. of hours	160 hours
25 or more years	200/No. of hours	200 hours

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from his regular job so that he may return to his work refreshed. The vacation year will be the individual employee's anniversary date to anniversary date. Accordingly:

a) Employees may carry over a maximum number of vacation days which is equal to the amount of vacation accrual earned in the anniversary year just ended. Any vacation hours which exceed the maximum allowable carry over shall be deleted as of the employee's anniversary date if they are not used.

b) No employee shall be entitled to vacation pay in lieu of vacation.

c) An employee who terminates employment or an employee whose services are terminated shall receive any vacation earned and not previously taken. Such vacations shall be taken before the employee is dropped from the payroll provided that no vacation may be earned on a pro rata basis until after the employee has worked his first full year.

Section 3. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer.

Section 4. In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

Section 5. An employee who is on vacation shall not be permitted to perform work for any other County Department, Board, or Commission.

ARTICLE 14
Leaves of Absence

A. Sick Leave

Section 1. Sick leave shall be used for personal illnesses and injury, including on-the-job injury or disability, subject to the provisions set out hereinafter. If an employee is injured while gainfully employed by a different employer who carried or is required to carry Worker's Compensation insurance, the employee may use accumulated sick leave to supplement payments from Worker's Compensation insurance. To the extent the employee has accumulated sick leave, the employee may receive the difference between the Worker's Compensation benefits the

employee receives while unable to work and the amount the employee would have been entitled to as gross pay under this contract if the employee had been able to work.

Section 2. Regular employees shall accrue sick leave at the rate of .04615 hours per hour worked up to a maximum of ninety-six (96) hours per year. Employees may accumulate a maximum of six hundred forty (640) hours of sick leave. Sick leave may be taken in a minimum of thirty minute (30) increments.

Section 3. The Employer reserves the right to require a physician's statement for any absence due to sickness. A physician's statement shall be required for any absence of three (3) days or more.

Section 4. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 5. No employee is entitled to compensation for unused sick leave time. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time.

Section 6. Sick leave may be used, to the extent it is available, for an on-the-job injury or disability. When Worker's Compensation is received, the employee shall have the option of being paid the difference between the amount of compensation and the employee's regular salary. This payment shall be made bi-weekly concurrently with recognized pay periods. Only the amount paid by the County shall be deducted from sick leave credit. The amount of money paid by the County divided by the employee's hourly rate of pay shall determine the number of sick leave hours used.

Section 7. An employee who has accumulated and maintains 640 hours of sick leave will be allowed to convert sick leave earned during the year to vacation at the rate of 4 hours of sick leave for 1 hour of vacation. An employee will cease to be eligible for this conversion any time their accumulated sick leave falls below 640 hours.

Section 8. An employee who is retiring **or resigns** from service with Woodbury County and has a minimum of 22 years of employment with Woodbury County will be paid for 15% of their accumulated sick leave up to a maximum of $3,000.00.

B. Funeral Leave

Section 1. An employee will be granted three (3) days funeral leave to attend the funeral of the employee's spouse, children or step-children, parents or step-parents, and up to three (3) days funeral leave to attend the funerals of the employee's mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, or permanent member of the immediate household.

Section 2. The Engineer may grant additional leave without pay not to exceed a maximum of three (3) additional days to cover special cases involving unusual circumstances.

Section 3. An employee will be granted one (1) day of funeral leave chargeable against sick leave to attend the funeral of members of the family not included above. A member of the family shall include an uncle, aunt, niece, nephew, or first cousin.

Section 4. An employee will be granted one (1) day of funeral leave without loss of pay to serve as a pallbearer.

Section 5. An employee will be granted one (1) day of funeral leave without loss of pay to attend the funeral of a fellow employee.

C. Extended Family Leave

An employee may be granted up to 120 hours of family leave per contract year chargeable to accumulated sick leave when it is necessary for them to provide care for a spouse, child or parent with a serious health condition. The employee requesting family leave will be required provide a written statement of the reason family leave is needed and may be required to provide a physician's statement concerning the illness or injury of the spouse, child or parent. This leave shall be non-accumulative. If the leave is granted it may be treated as leave time under the Family Medical Leave Act. However, the Board of Supervisors shall not be bound by any of the terms, conditions or interpretations of the Family Medical Leave Act in deciding whether or not to grant the leave. The decision to grant or deny this leave is in the sole discretion of the Board of Supervisors or its designee. Any leave request which is going to be denied by the designee of the Board shall be presented to the Board of Supervisors and the employee will be invited to present his/her situation to the Board. The decision of the Board of Supervisors is final and is not subject to a grievance under the terms of this contract.

D. Unpaid Personal Leave

Upon written request by an employee who has exhausted all his/her vacation leave, leave without pay may be granted by the County Engineer for up to thirty (30) calendar days in a contract year. Unpaid personal leave may not be used as an extension of emergency leave but may be used for personal illness or injury if sick leave is exhausted. An employee granted leave without pay shall continue to accrue vacation, sick leave and other benefits as long as they return

to work within the thirty (30) day period.

E. Personal Day

Section 1. Each employee will receive two personal day per contract year. Personal days will be scheduled by mutual agreement between the employee and the Department. Personal days shall not be carried over from contract year to contract year, nor shall they be granted, if unused, to any employee upon retirement, termination or discharge. No employee will be permitted to work his/her personal day.

ARTICLE 15
Insurance

A. Medical and Hospital Insurance

Section 1. The Employer shall make available to the employee a medical and hospital insurance plan. The employer shall pay the premiums; however, after January 1, 2005 the employee shall pay twenty percent (20%) of the premium increases.

Section 2. The employee may elect to cover the employee's family. If the employee elects to cover the employee's family, the Board will pay the premium for family coverage; however, after January 1, 2005 the employee shall pay twenty percent (20%) of the premium increases.

Section 3. The Hospital and Medical Insurance provided herein shall be a comprehensive plan of insurance.

An employee's actual out-of-pocket expense for a calendar year shall be limited as follows:

Deductible	The first $250 of covered expenses for single coverage
	The first $500 of covered expenses for family coverage
Coinsurance	Including the single deductible, the maximum out of pocket for single coverage will be $750 and including the family deductible the maximum out of pocket for a family will be $1250.

The plan will provide for an office co-pay of $20 per visit. Employees will be required to use generic drugs when available unless their doctor provides a medical reason for using a brand name.

The health plan will include benefits for preventive health. Preventive health benefits will include yearly routine physicals, including mammogram, pap smear, prostrate exam, blood tests and other routine tests which can be done in the doctor's office. The annual maximum for preventive health items will be $225.00 with an annual co-pay of $20.00

per person. Out of network providers are not included.

Section 4. Any changes in insurance benefits shall be agreed upon by both parties to this Agreement.

B. Life Insurance

Section 1. The Employer shall, at no cost to the employee, maintain a life insurance policy for each employee in the face amount of Ten Thousand Dollars ($10,000.00).

Section 2. The employee may, to the extent permitted by the insurance company and in accordance with the requirements of the insurance company, purchase additional life insurance at the employee's cost, which shall be deducted from the employee's wages.

Section 3. Coverage of an employee will commence at such times as may be set out in the policy, and an employee will be covered only in accordance with and to the extent provided under the terms of the policy.

C. Long Term Disability Insurance

The Board shall pay the full premium for a group policy of long term disability insurance which provides benefits of 66 2/3% of covered wages following a ninety calendar day elimination period.

D. Dental Insurance

Section 1. Employer will pay the cost of dental insurance for each employee.

Section 2. Employees may pay the premium to add spouse and/or children to the dental plan.

Section 3. The dental plan will provide the following general coverage:

Deductible	Single $25 Family $75
Diagnostic and Preventive Services	100% (Deductible does not apply)
Routine and Restorative Services	80% (After deductible)
Major Restorative Care	50% (After deductible)
Contract Maximum per member per year	$1500.00

Pretreatment: Some services provided under the Routine and Restorative and/or Major Restorative Care require your dentist to submit a proposed treatment plan

before beginning treatment.

Section 4. The Employer reserves the right to unilaterally change carriers or self-insure while maintaining the basic benefits outlined in Section 3.

E. Flex Benefit Plan

The Board will provide the employees with access to a Flex Benefit Plan. Employees will be able to use pre-tax dollars for any use sanctioned by federal law. Current uses include but are not necessarily limited to deductibles, coinsurance and premium payments for group insurance, vision care, glasses and dependent care. This plan is subject to revision if federal laws governing flex benefits are revised.

ARTICLE 16
WAGES

Section 1. The regular rates of pay for each classification of employees is set out in Appendix A for each year beginning in **July 1, 2013, July 1, 2014 and July 1, 2015.** The Appendix is attached hereto and by this reference made a part hereof. Probationary employees in each classification shall be paid three percent (3%) less than the regular rate set forth in Appendix A for the duration of their probationary period. Employees who successfully complete their probationary period shall be paid the full regular rate starting with the first full pay period following the completion of their probationary period.

Section 2. Any employee whose pay is in dispute, or his representative, shall have the right at reasonable times to examine the time sheets and other records pertaining to the computation of pay of that employee.

Section 3. Employees shall be paid on a bi-weekly basis. The payday shall be on Friday one week following the completion of the pay period.

Section 4, Sub-foremen will be paid an additional $1.50 per hour for all hours worked when their foreman is on leave and the sub-foreman is performing the duties of the foreman.

ARTICLE 17
Longevity Pay

Section 1. In addition to their regular compensation, employees shall receive Twenty-two Dollars ($22.00) per month for each completed five years of continuous, uninterrupted service as a secondary road worker for up to twenty-five (25) years of service or a maximum longevity pay of One Hundred Ten Dollars ($110.00) per month. Longevity pay shall begin with the first pay period following the completion of each five (5) year service increment. Employees hired after December 31, 2000 will not be eligible to receive longevity pay.

ARTICLE 18
Health and Safety

Section 1. The Employer agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the Employer in maintaining employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements.

Section 2. All new employees, upon initial employment, shall provide satisfactory medical evidence of physical fitness to perform assigned duties. Required medical examination shall be at the expense of the Employer.

Section 3. The County will reimburse employees for **the purchase of** specialized clothing **and footwear necessary to perform the duties of the employee's job, up to a maximum of $175.00 per year, upon presentation of receipts to the County Engineer.**

ARTICLE 19
Adjustment of Grievances

Section 1. A grievance is defined as a dispute between an employee and the Employer concerning the interpretation, application or violation of the express terms of this Agreement. Should an employee have a grievance, it shall be adjusted in the following manner:

Step One. An employee who claims a grievance shall present such grievance orally, with or without his steward, to his supervisor, within **fourteen (14)** working days after the occurrence upon which the grievance is based. The supervisor shall give his oral answer to the grievance within **fourteen (14)** working days after the grievance was presented to him.

Step Two. If the grievance is not settled in Step One it may be appealed by the employee and his steward within five (5) working days after the answer of the supervisor. The grievance shall be reduced to writing, signed by the aggrieved employee and the steward, and shall state the facts and the specific section of this Agreement alleged to have been violated, and the remedy or relief sought. The written grievance shall be promptly submitted to the County Engineer or his designated representative who shall give his answer in writing to the employee and steward within ten (10) working days after the grievance has been presented to him.

Step Three. If the grievance is not settled in Step Two it may be appealed to arbitration by the Union by written notice of a request for arbitration, submitted to the County Engineer within seven (7) calendar days after the receipt of the Employer's Step Two answer. Said written notice shall be signed by a representative of the Union, shall state the facts and the specific section of this Agreement which is to be considered by the arbitrator, and the

remedy or relief sought. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

Section 2. The failure by an employee, the Union, or its representative to process a grievance within the applicable times specified above shall bar an employee, the Union, or its representative from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer to reply within the applicable times specified above shall be deemed a denial of the grievance which may then be appealed to the next step. The time limits specified above may be extended by mutual written agreement, and if extended, an answer will be given. If the time limits are not extended, the grievance will be deemed to be automatically denied.

Section 3. An arbitrator selected pursuant to the provisions of Step Three shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitration hearing shall be scheduled not later than sixty (60) days following the date on which the request for arbitration was submitted to the Engineer. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer, the Union, and the aggrieved employee(s). The arbitrator may not hear more than one grievance

unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

Section 4. The Employer and the Union will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and the costs of a hearing room and transcript. Any other expenses shall be paid by the party incurring them.

***Section 5.* The Union recognizes the right of the employer to suspend, discharge or take other appropriate disciplinary action for just cause. The employer agrees to use progressive discipline where appropriate.**

The intention to take disciplinary action shall be reported to the Director of Human Resources prior to taking any action. The Director of Human Resources shall inform the Union prior to any disciplinary action being taken. However, the employer may

immediately suspend an employee with pay while an investigation is pending.

Any disciplinary action may be processed as a grievance through the grievance procedure. A grievance based on a suspension without pay or discharge shall begin with the second step of the grievance procedure. Grievances of all other disciplinary actions shall begin with the first step of the grievance procedure.

ARTICLE 20
Transfer Procedures

Section 1. The Employer shall have the exclusive right to determine whether a vacancy exists. If the Employer determines that a vacancy exists, a notice of the vacancy shall be posted for at least ten (10) calendar days. The notice shall state the specific equipment which the applicant must be qualified to operate and the deadline for application, which shall be in writing.

Section 2. The Engineer shall review all applicants, and any applicant who does not meet the requirements of the job description for the vacancy or is not qualified to operate the equipment which is required to be operated shall not be considered for transfer.

Section 3. The Engineer shall consider the qualifications, ability to perform, and physical fitness of all applicants not excluded under Section 2, and if the applicants are considered to be equal based upon these factors, seniority shall govern.

ARTICLE 21
General Conditions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agent, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. Bargaining unit employees whose normal working hours are 8.5 hours per day shall receive the same compensation for vacation days, including unused vacation for employees who quit or retire, holidays, sick leave days and funeral leave days as they would receive for a regularly-worked 8.5 hour day. Other employees shall have pay computed on regular 8-hour days.

Section 4. The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the

negotiations is set forth in this Agreement.

Section 5. The Employer shall post a copy of this Agreement in appropriate places in the offices and sheds.

ARTICLE 22
Effective Period

Section 1. This Agreement shall be effective **July 1, 2013**, and shall continue through **June 30, 2016.**

Section 2. This entire Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives this 8th day of February, **2013.**

WOODBURY COUNTY, IOWA

By _____
Chairman, Board of Supervisors

COMMUNICATIONS WORKERS OF AMERICA

By _____
CWA Representative

By _____
Bargaining Committee Member

By _____
Bargaining Committee Member

By _____
Bargaining Committee Member

By _____
President, Local No. 7103

APPENDIX A-1
Wage Schedule
Effective July 1, 2013

Classification	Hourly Wage
Equipment Operator	$20.93
Engineering Technician I	$20.56
Certified Engineering Technician II	$22.74
Draftsman	$25.19

APPENDIX A-2
Wage Schedule
Effective July 1, 2014

Classification	Hourly Wage
Equipment Operator	$21.35
Engineering Technician I	$20.97
Certified Engineering Technician II	$23.19
Draftsman	$25.69

APPENDIX B
Grievance Report Form

Woodbury County Board of Supervisors
Secondary Road Workers

_____ Grievance # _____
Name of Grievant

Date Filed _____

Second Step

Date Alleged Violation Occurred _____

B. Section(s) of Contract Alleged to Have Been Violated_____
_____

C. Statement of Grievance_____
_____
_____

D. Relief Sought _____
_____
_____
_____

_____ _____
Signature of Grievant Date

Disposition of Grievance

_____ _____
Signature of Engineer or Representative Date

Union: Accept Reject Intent to Arbitrate

_____ _____
Signature of Union Representative Date

Third Step

A. Statement of Grievance _____

_____

_____

_____

B. Section(s) of Contract to be Considered by Arbitrator _____

_____

_____

C. Relief Sought _____

_____

_____

_____ _____

Signature of Union Representative | Date