

AGREEMENT

Between

TAMA COUNTY

And

LOCAL NO. 886, UNITED ELECTRICAL, RADIO &
MACHINE WORKERS OF AMERICA (UE)

July 1, 2022 to June 30, 2023

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AGREEMENT

THIS AGREEMENT is made and entered by and between TAMA COUNTY (hereafter "Employer") and the TAMA COUNTY ROAD DEPARTMENT, LOCAL NO. 886, United Electrical, Radio & Machine Workers of America (UE) (hereafter "Union").

ARTICLE 1 RECOGNITION

Section 1. The Employer recognizes and acknowledges the Union as the exclusive bargaining representative for all employees in the bargaining unit for the purpose of collective bargaining as to matters included in Section 9 of the Public Employment Relations Act (hereafter "PERA").

Section 2. All present employees shall receive from the Employer a copy of the Agreement, and all new employees shall be advised that a collective bargaining agreement exists and shall be furnished a copy of same.

Section 3. This Agreement shall neither cover seasonal or probationary employees, nor be binding on Employer or Union with respect to same.

ARTICLE 2 REPRESENTATION

Section 1. The Employer and the Union shall keep each other currently informed in writing of their respective authorized representatives.

Section 2. The Employer agrees to permit the Union Steward, the Union Business Manager, and any other non-employee Union representative to have free access during working hours to visit working sites of the Employer for the purpose of adjusting grievances or conducting other legitimate Union business which could not otherwise be conducted during non-working hours. However, solicitation of new employees for membership in the Union shall not be considered "Union business" for the purposes of this Section.

Section 3. The Employer and Union agree that exceptions to all articles of this agreement may be granted in order for the Union and/or County to comply with the intent and provisions of the American with Disabilities Act.

ARTICLE 3 MERGER CLAUSE

This document and any attachments thereto comprise the entire agreement between the Employer and the Union and there exists no other agreements, express or implied, which are binding on either party. Any policy, practice or act acquiesced in, knowingly or unknowingly, by either party shall NOT be construed as binding on either if the same is not set forth in this Agreement. This Agreement expressly rejects and excludes a "past practices clause" or "continuation of practices clause" with regard to any term or condition of employment.

ARTICLE 4 MANAGEMENT

Section 1. Management retains all those rights enumerated in Section 7 of the P.E.R.A., and in addition, all reasonable, necessary, and appropriate rights which facilitate the Employer's execution of his responsibility to the public.

Section 2. Any bargaining unit member transferred to any position not covered by the Agreement shall not accrue seniority for the time of transfer. If he/she returns to the bargaining unit, he/she shall not be allowed to displace any employee. However, he/she will be allowed to maintain his/her seniority prior to transfer and if placed back in the bargaining unit, he/she will be paid the rate of his/her new job classification.

Section 3. The Employer reserves the right to require employees to punch a time clock and the right to promulgate rules and regulations regarding the same, and to discipline any employee who violates said rules and regulations.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 1. In the event a dispute arises as to the meaning and application of the provisions of this Agreement, it shall be deemed a grievance and the parties shall make a reasonable effort to resolve the dispute between themselves immediately, with or without the Steward.

Section 2. If no satisfactory agreement is reached, then between the Steward and the County Engineer or his designee.

Section 3. If no satisfactory agreement is reached in Section 1 or 2 above, a meeting shall be held between the Board of Supervisors and the President, Secretary-Treasurer, and the designated Area of District Steward representing the aggrieved. The Business Manager may attend such meeting when deemed necessary. The aggrieved may attend such a meeting if he/she so desires. The decision of the Board of Supervisors will be final and binding.

Section 4. The Union shall inform the County of the names of the Stewards.

Section 5. Time spent during normal working hours by the Union representative pursuant to Article 5 in negotiating grievances with the Employer shall be paid at his/her normal hourly pay rate.

Section 6. Grievances arising out of discharge or other disciplinary action must be presented in writing to the other party within three (3) working days following the action complained of, and all other grievances within five (5) working days. An extension of time can be granted by mutual agreement.

ARTICLE 6 SENIORITY

Section 1. Seniority shall be based on the employee's length of continuous full-time service from date of hire with the Employer. Seniority shall continue for sick leave, Workers Compensation or approved leave of absence.

Section 2. New employees shall be on probation for sixty (60) days, after which time, they shall become regular employees and seniority shall relate back to the first date of hire for permanent employees.

Section 3. The Employer shall provide the Union with a list of current employees and the date each was hired, and the names and date of hire of all new employees.

Section 4. Seniority shall be lost as a result of quitting, discharge for proper cause, leave of absence taken by the employee without permission, and except in cases of bona fide emergency, unauthorized extension of leave of absence, absence of two (2) working days without notice to the Employer, or failure to report to work within forty-eight (48) hours after being recalled from layoff.

ARTICLE 7 LEAVES OF ABSENCE

Section 1. Sick Leave. All permanent, non-probationary employees shall earn eight (8) hours of sick leave per full calendar month of employment. Unused sick leave may be accumulated to a maximum of eight hundred (800) hours. Sick leave is income protection in case of illness and its use for purposes other than those set forth in this Agreement may subject the individual employee to disciplinary proceedings or constitute just cause for discharge.

Sick leave may be taken in the following situations:

- (a) For illness or injury to an employee which renders him/her unable to work;
- (b) For medical or dental care for the employee dispensed by licensed practitioners and regular, established health care facilities, provided the same cannot be deferred until after working hours;
- (c) For serious illness or serious injury to a member of the employee's immediate family, defined as his/her spouse and children (includes step-children) living at home. This sub-section includes the following:
 - 1. providing transportation for and accompanying the individual for emergency outpatient services;
 - 2. providing transportation for and handling admission procedures for the individual going to the hospital;

3. being in attendance during surgery, child delivery or other times when the patient is in an "intensive care" condition;
4. providing transportation for and handling discharge procedures for the individual returning from the hospital.

It does not include:

1. taking a spouse or dependent to scheduled appointments for medical or dental care;
2. hospital visitations for situations not listed above.

(d) For deaths in the employee's immediate family, defined as parents, spouse and children, for leave in addition to the funeral leave described in Section 7.

(e) If any County Secondary Road worker(s) dies, all employees shall be given the day off with pay who attend the funeral.

(f) For any other funerals, if a pallbearer or assigned duties by the funeral director.

Section 2. Covered Injuries. In the event an employee sustains an injury and the same is covered by Workers Compensation insurance and the employee also has accumulated sick leave benefits provided by the Employer, the employee, at his or her option, may do one of the following:

- A. Use sick leave benefits and have an amount equal to all Workers Compensation checks when received deducted from the employee's payroll check. This deducted amount will be used to restore the employee's sick leave (which was reduced according to the sick leave provisions of this Article set forth above), by dividing the amount of the deducted payroll earnings by the employee's hourly rate.
- B. Receive their Workers Compensation benefit check(s) and forego the use of sick leave benefits with the result being that the compensation benefits are not taxed and the employee's accrued sick leave total is unchanged.

Section 3. Sick leave may not be used while an employee is off work on another form of approved leave with pay. In the event that the illness extends beyond the other leave, sick leave may be taken to cover the additional absence. A medical doctor's written verification of illness or injury may be required by the Employer. Disposition of such cases will be determined by the Employer from a review of the physician's statement, an interview with the employee, and if necessary, a discussion with the physician.

When an employee terminates his/her employment, all unused sick leave will expire on the date of termination.

Section 4. Notification to Employer. With respect to sick leave as set forth above, the employee shall notify the Employer forthwith as soon as the employee has

knowledge that he/she will be taking sick leave. With respect to all other paid leaves of absence, the employee must request and have the same approved by the Employer prior to taking the leave of absence. If such advance notice and approval is not obtained from the Employer, the employee shall be considered absent from work and shall not receive approved leave of absence compensation. Application for extended leaves of absence shall be made in writing to the Administrator on forms supplied by the Employer, which shall be in triplicate, with copies for the Employer, President of the Union, and the employee. All leaves must have the approval of the Employer, whose approval will be indicated by the signing of each copy of the application form. This leave shall be granted at the sole discretion of the Engineer.

Section 5. Sick Leave Conversion. An employee who has accumulated eight hundred (800) hours of sick leave will continue accruing two (2) hours each month in a separate account as long as the employee has the maximum accumulation. These accumulated hours are not to be used for the purpose of sick leave. The value of the hours in the separate account will be paid to the employee annually on the first pay period following December 31. For example, an employee who earns \$14.00 per hour and maintains the 800 hour accumulation for 12 months would be paid \$336.00 the last pay period following December 31.

Section 6. Other Paid Leaves of Absence. An employee may be granted an approved leave of absence with pay for the following reasons:

- (a) When attending any legislative or judicial hearing as a witness under compulsion of subpoena, provided that a unit of government is party thereto, or when ordered by the Employer in connection with the employee's work. Such attendance shall include travel time to and from the tribunal; and
- (b) When reporting for or service on a grand or petit jury, whether state or federal; and

The employee's pay for leave of absence under Section 6(a) and 6(b) shall not be reduced by witness fees or juror fees the employee receives, nor by mileage received. However, the employee shall endorse over to the Employer any payments for witness fees or juror fees received under Sections 6(a) or 6(b).

Any time taken, voluntarily or under compulsion of subpoena, to appear in private litigation as a party or a witness in the employee's private capacity and not as an employee of Employer, must be taken without pay and must be approved in advance by Employer.

Section 7. In case of death in an employee's immediate family, the Employer will pay for a maximum of three (3) consecutive scheduled workdays, one of which shall be the day of the funeral, at the employee's hourly base rate for continuous time lost in arranging and/or attending funeral services.

An employee's immediate family is defined as his/her father, mother, step-father, step-mother, spouse, children, step children, brothers, sisters, spouse's parents, grandparents and grandchildren and step-grandchildren.

Section 8. The parties agree to comply with the Family Medical Leave Act and the policies developed by the County.

ARTICLE 8
HOLIDAYS

Section 1. All employees shall receive the following paid holidays for the period of time covered by this contract: Good Friday, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Presidents Day, and Memorial Day.

Section 2. To be paid for the above holidays, the employee must either work on the last regular workday before and the first workday after the holiday, or must be on approved leave of absence for each of those days, or have the approval of the Engineer to be absent.

Section 3. Employees called out to work on one of the above designated holidays shall receive time and one-half (1 1/2) for all actual hours worked on the holiday, in addition to their regular holiday pay. Regular holiday pay shall be computed on the basis of an eight (8) hour day.

Section 4. Each employee's birthday is a paid holiday for the employee, and may be used as a floating holiday to be taken with the approval of the Employer. The employee's birthday must be taken within the fiscal year it is earned.

ARTICLE 9
VACATION

Section 1. Paid vacation shall be in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Number of Workdays Paid</u>
1 year	5 days
2 years	10 days
8 years	15 days
15 years	20 days

Section 2. Personnel shall request their vacation at least thirty (30) days in advance within each classification for vacations of five (5) working days or more. At any time, no more than one-third (1/3) of the employees within each classification may be on vacation unless there are fewer than three (3) persons within the job classification. If there are fewer than three (3) people within the classification, only one (1) person may be on vacation at one time.

Section 3. All vacation must be requested in advance and approved by the Engineer's office before it can be taken. Vacation may be taken in minimum segments of one-quarter (1/4) hour.

Section 4. Upon proper termination of employment, any unused vacation and any vacation accrued for a fractional year from the employee's anniversary date will

be paid in cash; however, employees who have not completed one (1) full year of employment shall not receive vacation pay.

Section 5. All vacation must be used within one (1) year from the date it is entered on the books, this date being yearly anniversary of the employee's vacation base date. The only exception to this requirement is that an employee may accumulate a maximum of five (5) vacation days and carry these accumulated vacation days forward into the next yearly period.

Section 6. No vacation will be considered earned for the year until the employee has completed the year of continuous service from his/her anniversary date, except upon proper termination of employment as provided for in Article 9, Section 4.

Section 7. In the event an employee is hospitalized, or has a death in the immediate family as defined in Article 7, Section 7, while an employee is on approved vacation leave, that portion of the vacation leave may be substituted for and charged against the employee's accrued sick leave or funeral leave.

ARTICLE 10 WORKDAY

Section 1. The normal workday will be from 7:00 AM to 12:00 Noon and from 12:30 PM to 3:30 PM, Monday through Friday.

Section 2. One and one-half (1 1/2) times the regular rate of pay will be paid for all hours worked in excess of eight (8) hours per day. All work performed on Sunday will be at the rate of double time. All work performed on designated paid holidays will be at time and one-half (1 1/2) in addition to the regular holiday pay. All work performed on Saturday will be paid one and one-half (1 1/2) times the regular rate of pay.

Section 3. Overtime will be distributed within each classification equally, if possible.

Section 4. Two (2) work breaks of ten (10) minutes each may be taken each day, the first at 9:00 AM and the second at 2:30 PM, or at such times as the parties agree.

Section 5. Employer reserves the right to adjust the starting and quitting time of any or all employees to meet seasonal demands. If mutually agreeable to the Employer and employee(s), the normal workweek may be changed from five (5) days of eight (8) hours each to four (4) days of ten (10) hours each. Any employee(s) working four (4) ten (10) hour days under this arrangement shall change to five (5) eight (8) hour days during any week(s) containing paid holidays, unless all employees are on a four (4) ten (10) hour day schedule. In that case, no such changes would be made and a holiday would be considered to be ten (10) hours. Any hours beyond ten (10) will be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay.

Section 6. Any permanent employee who is temporarily assigned to operate equipment carrying a higher rate will be paid the higher rate or his/her current rate,

whichever is higher; provided, however, to be paid the higher rate, the employee must work in the classification at least four (4) hours during the workday. This paragraph will not be applicable when an employee is being trained.

Section 7. (a). An employee shall be paid for at least two (2) hours of work if he/she is recalled to work after the normal workday. "Recalled to work" shall mean the employee has punched out at his/her time clock and has left the premises before being requested to return to work.

Section 7. (b). An employee shall be paid for at least two (2) hours if he/she reports to work on a regular workday and the Employer determines that there is no work for the employee that day.

Section 8. The Employer shall furnish transportation from shop to job, job to job, and job to shop during regular working hours.

Section 9. An employee punching out early shall be docked one-quarter (1/4) of an hour if he/she is up to twelve (12) minutes early. If the employee is from twelve (12) to twenty-seven (27) minutes early, he/she shall be docked one-half (1/2) hour.

Section 10. An employee working overtime shall be credited for one-quarter (1/4) hour if he/she works twelve (12) minutes. The employee shall be credited for one half (1/2) hour if he/she works twenty-seven (27) minutes; three-quarters (3/4) hour if he/she works forty-two (42) minutes; and one (1) hour if he/she works fifty-seven (57) minutes.

The following rules will apply to overtime payment of employees attending out-of-town meetings:

1. Employees attending optional meetings that involve an overnight will be paid for eight (8) hours at straight time for each day.
2. Employees attending mandatory meetings that involve an overnight will be paid from the time their meeting begins until the time their meeting ends.
3. Employees attending meetings and returning on the same day will be paid from the time their workday begins until the time their workday ends (less one-half (1/2) hour for lunch) unless the employee stays for a dinner after the meeting. If a dinner is involved, the employee will be paid from the time his/her workday begins until the time the actual meeting ends, plus the necessary travel time for his/her return trip.

Section 11. Employees who work overtime will, at their request, be paid for the additional hours or have them credited to their compensatory time account. Employees may not accrue more than thirty-two (32) hours of compensatory time. Effective 7-1-21, employees may not accrue more than forty (40) hours of compensatory time. The same restrictions apply as is stated in Article 9, Section 2 and all days off must be approved by the department head. Provided further, employee cannot have more than his maximum amount of vacation as outlined in Section 5, Article 9 in order to receive compensatory time.

ARTICLE 11
WAGES AND JOB CLASSIFICATIONS

Job classifications and wage rates shall be those which are set forth in the attached Exhibit A, by reference incorporated herein and made a part hereof, which includes the wage increases resulting from bargaining between the Union and the Employer.

Uniforms The Employer may provide weekly uniforms for Mechanics and Bridge Crew employees and pay all cost associates with the weekly uniform cleaning.

ARTICLE 12
BULLETIN BOARDS

Union notices may be posted on designated bulletin boards to be provided by the Employer.

ARTICLE 13
STATE OR FEDERAL STATUTES

Nothing in this Agreement shall require the Employer or the Union to take any action which shall be unlawful by reason of any applicable present or future state or federal statutes or executive order.

ARTICLE 14
DISCHARGE FOR CAUSE; RULES AND REGULATIONS

Section 1. The Employer shall not discipline or discharge an employee without just cause.

Section 2. The Employer may develop and put into effect reasonable work rules. The Union reserves the right to grieve the reasonableness of any work rules established, provided the grievance is filed within 10 days of the initial posting. These work rules shall not conflict with any of the provisions of this agreement. The employer shall post all work rules at least 3 days prior to their effective date.

Section 3. The Employer and the Union agree to comply with all federal and state laws concerning drug use and drug testing, including but not limited to: the Drug Free Workplace Act, Iowa Drug Testing Law and the Commercial Driver's License Regulations. The parties agree that they will comply with the policies developed by the County to comply with these Acts.

ARTICLE 15
LONGEVITY

Section 1. Longevity will be added to the hourly rate as follows:

<u>After Completion of</u>	<u>Rate</u>
5 years of continuous service	.25
10 years of continuous service	.30
15 years of continuous service	.35

20 years of continuous service	.40
25 years of continuous service	.45
30 years of continuous service	.50
35 years of continuous service	.55

**ARTICLE 16
MEETINGS**

For negotiations held during normal work hours, two (2) union negotiation committee members will be in pay status. A third member may attend with the union paying his/her wages. No more than two employees from the same maintenance district will be off for union business at any one time. No more than three (3) employees will be off for union business at any one time. No transportation will be provided for members on union business.

**ARTICLE 17
SAVINGS CLAUSE**

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

ARTICLE 18
EFFECTIVE DATES

Section 1. It is agreed that the terms and conditions of this Agreement shall be in full force and effect from July 1, 2022 to June 30, 2023, and shall continue from year to year thereafter unless terminated by either party by written notice to the other party at least sixty (60) days prior to the termination date set forth above. If not terminated pursuant to this Section, this Agreement shall continue in force until supplanted by the provisions of a new Agreement.

Dated this 5 day of April, 2022.

TAMA COUNTY, IOWA, EMPLOYER
DEPARTMENT

By [Signature]

By [Signature]

By [Signature]

TAMA COUNTY ROAD

LOCAL 886, UE UNION

By [Signature]

By [Signature]

By [Signature]

By [Signature]
UE International Representative

Acknowledged by:

[Signature]
Renee Von Bokern
County Representative

Base hourly rates effective July 1, 2022

	<u>Start</u>	<u>6 mos.</u>	<u>1 year</u>	<u>2 years</u>
<u>Pay Grade I</u> Laborer (full-time) Truck Driver (single axle)	21.61	22.06	22.48	23.37
<u>Pay Grade II</u> Tandem Driver with Pup Trailer, Right-of-Way Maintenance Worker I	22.29	22.71	23.14	24.03
<u>Pay Grade III</u> Motor Patrol, Semi Driver, Construction Technician I, Partsman/Mechanic, Right-of-Way Maintenance Worker II	22.75	23.18	23.61	24.50
<u>Pay Grade IV</u> Tractor Operator	22.86	23.28	23.71	24.59
<u>Pay Grade V</u> Dragline, Excavator, Sign Technician, Mechanic, Construction Technician II, Lead Tractor Operator	23.25	23.67	24.12	25.00
<u>Pay Grade VI</u> Lead Mechanic, Inspector, Lead Bridge	24.89	25.31	25.71	26.62

The selection of a substitute Foreman will be made by the County Engineer on a mutual agreement between the Engineer and the employee. Any employee who is temporarily appointed by the Engineer to perform the responsibilities of the Foreman will be paid at the maximum rate of a Class VI employee.

The Engineer reserves the right to place employees on the wage scale commensurate with his/her experience.

Any employee moving to a higher pay grade will be placed on a step that does not decrease their current pay. If the moving employee is at the top of their current pay grade at the time of the movement, then the employee will be placed on a step no lower than the one year level on the new pay grade and will move to the top step of that pay grade after six months.

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Dated this _____ day of _____, 2022.

TAMA COUNTY, IOWA, EMPLOYER
DEPARTMENT

TAMA COUNTY ROAD
LOCAL 886, UE UNION

By _____

By _____

By _____

By _____

By _____

By _____

Acknowledged by:

Renee Von Bokern
County Representative