

AGREEMENT BETWEEN  
DUBUQUE COUNTY SECONDARY ROADS  
DEPARTMENT



AND

TEAMSTERS LOCAL 120



July 1, 2021 to June 30, 2023

# TEAMSTERS LOCAL NO. 120

MN, IA, ND, SD

1-877-832-6787

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*“The Rights Which Labor Has Won, Labor Must Fight To Protect”*



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## **AGREEMENT- ARTICLE 1**

This Agreement entered into by the DUBUQUE COUNTY BOARD OF SUPERVISORS , DUBUQUE COUNTY HIGHWAY DEPARTMENT (EMPLOYER) and TEAMSTERS UNION LOCAL 120, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (UNION) for the purpose of promoting peaceful relations between the Employer, its bargaining unit employees, and the Union; establishing an equitable and peaceful procedure for the resolution of differences, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications , health and safety matters, evaluation procedures, procedures for staff reduction, in-service training and other items covered under the scope of negotiations outlined in the Iowa Public Employment Relations Act.

## **RECOGNITION - ARTICLE 2**

- A.** The Employer recognizes the Union as the exclusive bargaining representative for its bargaining unit employees identified herein, with respect to items covered under the scope of negotiations outlined in the Iowa Public Employment Relations Act, and other such matters as have been mutually agreed upon and specifically set forth herein.
- B.** The bargaining unit for the purpose of this Agreement consists of that unit designated by the Public Employment Relations Board in its decision rendered on September 4, 1975, Case Number 68, and on December 17, Case Number 1424, and as amended by the Public Employment Relations Board, who are employees of the Dubuque County Highway Department, as follows:

Maintenance Person I, Maintenance Person II, Maintenance Person III, Engineering Aide I, Engineering Aide II, Engineering Technician I, Engineering Tech II, Sign Person, Administrative Aide, Office Manager, Party Chief, Shop Supervisor, Maintenance Supervisor, Crew Leader and Assistant to the Engineer, but excluding Professional Employees and other persons excluded by the Public Employment Relations Act.

## **MANAGEMENT RIGHTS - ARTICLE 3**

It is recognized that, except as expressly stated in this Agreement , the Employer shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the County in all its various aspects, including, but not limited to, control of all the operations and services of the County; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to authorize overtime; to determine which goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing rules, methods, equipment or facilities.

## GRIEVANCE PROCEDURE- ARTICLE 4

- A.** Should any employee grievance or dispute arise out of the meaning, interpretation and application of specific provisions of this agreement , or any agreement made supplementary hereto, it shall be handled according to the following procedure; nothing herein contained shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Union if adjustment is not inconsistent with the terms of this Agreement.

**Step 1:** The grievance or dispute shall first be taken up verbally between the employee and the County Engineer or Designee. Any matter not so taken up within fifteen working days of the alleged incident shall be deemed waived. The County Engineer or Designee shall within five working days notify the employee of his/her decision.

**Step 2:** If the matter is not settled in Step 1, the employee shall reduce the grievance to writing, stating concisely the grievance, the specific provision allegedly violated, the date of such violation and relief sought. The grievance shall be signed and presented to the County Engineer or Designee within ten working days of receipt of the response. The County Engineer or Designee shall indicate his/her decision in writing, providing a copy to the Union business representative within ten working days after receipt of the written grievance.

**Step 3:** If the grievance is not resolved in Step 2, the employee or the Union may within five working days following the answer, appeal the grievance to the Board of Supervisors or their designee. The Board or their designee shall within fifteen days reply in writing to the employee and to the Union their decision. Grievance must be taken up promptly and awards and settlements thereof shall in no case be retroactive beyond the date on which the grievance was first presented in written form.

**Step 4:** Grievances not settled under the preceding steps may be submitted to binding arbitration, at the written request of the employee and the Union. Requests must be received by the Employer within ten calendar days following the receipt of the written response to Step 3.

Within five working days from the date of the receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agree upon an arbitrator or jointly petition the Iowa Public Employment Relations Board to submit a list of five arbitrators. Within seven working days after receipt of the list by parties, they shall meet and by the flip of a coin determine which party shall strike the first name on the list. They shall alternately strike names and the person whose name is left shall be the appointed arbitrator. The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation and application of the terms of the agreement where the alleged violation occurred.

The arbitrator shall have no power to add to, subtract from or modify in part or in whole the terms or intent of any other part of this Agreement.

Both parties shall share equally the costs and expenses of the arbitration proceedings,

including transcript fees and fees of the arbitrator. Each party, however, shall be responsible for their own expenses of witnesses, representatives, attorney fees, etc.

- B.** Any employee found by the grievance procedure to have been wrongly disciplined, suspended, or discharged, shall be entitled to reinstatement of seniority and payment for time lost, provided, however, that such payment shall take into account any penalty which it is determined would have been justified under the circumstances of the particular case or in compliance with an arbitration award.
- C.** The Union Business Representative may find initially that the employee does not have a grievance and all review by the Union shall cease. The employee and the Employer shall be notified immediately.

### **NONDISCRIMINATION - ARTICLE 5**

The parties agree that they shall not discriminate against any employee in violation of applicable State or Federal law, order, or regulation.

### **SENIORITY - ARTICLE 6**

#### **A. SENIORITY**

- 1.** The term "seniority" shall mean the length of continuous full-time service to the Employer, since the employee's last date of hire as a full-time employee, and shall include the time spent in the military in accordance with Section 29A.28, Code of Iowa. Seniority shall be broken only by discharge, resignation, or more than one-year layoff. Seniority dates shall be adjusted to reflect authorized leaves of absence without pay for periods of more than thirty days for personal reasons. For the purpose of this Article, seniority will not be adjusted for an unpaid leave of absence for medical reasons which have been substantiated by the employee's doctor.
- 2.** For the purposes of promotion, qualifications, and ability to perform the work shall be considered. If all qualifications are equal, the most senior employee may be granted the position, at the discretion of the County Engineer and HR Administrator.
- 3.** A seniority list showing all employees and their dates of employment shall be prepared by the Employer, with copies to the Union.

#### **B. EMPLOYEE STATUS/BENEFIT ELIGIBILITY**

- 1.** The purpose of this section is to define employee eligibility for benefits outlined in this agreement. It is not intended to define an employee's employee status.
- 2.** Permanent full-time employees are defined to be employees that normally work more than thirty-seven and 1/2 (37.5) hours per week for a duration of more than four months. Permanent full-time employees are eligible for all benefits outlined in this agreement.
- 3.** Permanent part-time employees are defined to be employees that normally work less than thirty-two hours per week for a duration of more than four months. Permanent

part-time employees are not eligible for benefits outlined in this agreement.

4. Temporary part-time and temporary full-time employees are defined to be employees that normally work for a duration of less than four months. Temporary employees are not eligible for .benefits outlined in this agreement. Temporary employees that work in excess of four months will be considered new employees, will be eligible for benefits outlined above, and shall serve the standard probation period following the initial four months of employment.
5. The probation period for new employees shall be the first six months of employment. During the probation period the employee shall not have seniority rights or recourse to the grievance procedure. The Employer may terminate probationary employees at any time during the probationary period without recourse from the employee. Probationary employees are not eligible for benefits outlined in this agreement. Upon successful completion of the probationary period, the employee shall be entitled to benefits accrued, but not granted, from the initiation of the probationary period.
6. Temporary full-time or part-time employees, and part-time employees who are not eligible for benefits may, from time to time, fill vacancies of permanent full-time employees. Those employees, for purposes of benefit eligibility, shall serve the six-month probation period described in Article 6-B, Section 5, prior to becoming entitled to vacation, personal days, sick days and holiday pay.

#### **JOB POSTINGS AND LAYOFF PROCEDURE - ARTICLE 7**

##### **A. JOB POSTINGS**

1. All job openings shall be posted in the office and in all shops for a period of five working days before applications are closed. Postings shall also be mailed to all Motor Grader Operators.
2. Upon promotion, an employee will be placed in the step of the new pay range which will provide them an increase. Upon satisfactory completion of the six-month probation period, the employee "will be considered to be a permanent employee within such classification or be returned to his/her former classification and rate of pay.
3. All present employees upon promotion shall have the right to return to their former positions and rates of pay at any time during their probationary period provided they notify the County Engineer in writing of their desire to disqualify themselves within the 30 calendar day probationary period.

#### **WAGE PLAN - ARTICLE 8**

- A.** The wage plan for the term of this Agreement shall be as listed in Appendix "A" and "B" of this document.

The wage plan for the period of July 1, 2021 to June 30, 2022 shall be Appendix "A" which represents a 3% GWI on July 1, 2021 across all pay steps.

The wage plan for the period of July 1, 2022 to June 30, 2023 shall be Appendix "B" which

represents a 3% GWI on July 1, 2022 across all pay steps.

- B.** New employees other than seasonal, shall serve a six (6) month probationary period, and shall be hired at the minimum rate for the position.

### **HOURS OF EMPLOYMENT - ARTICLE 9**

- A.** Normally the hours of employment for all personnel shall be forty hours per week, Monday through Friday, beginning at 7 a.m. and ending at 3:30 p.m. with a thirty (30) minute lunch period. All employees shall have a fifteen (15) minute rest period during each one-half shift. Normally this period shall be in the middle of each shift. Normal starting time, during the winter season, may be changed at the discretion of the County Engineer.
- B.** In the event the County and the Union agree to change the normal work week to four 10-hour days, the normal work week shall be Monday through Thursday, beginning at 6 a.m. and ending at 4:30 p.m. The work week for the bargaining unit employees in the Engineer's Office will be Monday through Thursday, or Tuesday through Friday. Those employees in the office will choose their work week by seniority. Holidays, vacations, sick leave days and all other paid days will be compensated for the hours scheduled to work on the day such paid time falls. The four, 10-hour schedule will generally begin the first full week after Memorial Day and will end the last full week before Labor Day of each year.
- C.** During the construction season, at the discretion of the County Engineer, the normal workweek may be changed to accommodate construction, inspection and engineering work and employees may be required to report to work earlier or required to work past the normal scheduled hours.
- D.** During the construction season, when employees are scheduled to work other than a normal work schedule, overtime at the rate of time and one half shall be paid only for those hours worked in excess of forty hours in a week.
- E.** The normal office hours of the County Engineer's staff will be forty hours per week. Normal opening and closing hours of the office shall be at the discretion of the County Engineer. During the months of December through March, the Engineer may at his discretion schedule the Engineering Staff to work a 4/10-hour day schedule Monday through Thursday. The scheduling of the 4/10-hour day work week shall be week by week during this time period due to the need of manpower in the event of weather emergency.
- F.** Any employee required to report to work outside his/her normal schedule, shall be credited with the actual hours worked at the overtime rate, with a minimum of 2 hours paid.
- G.** Travel time between the regular assigned station and other stations, office or work site shall be considered working time.
- H.** Employees who are required by the County Engineer to attend meetings outside Dubuque County will be paid for all hours at the employee's straight time hourly rate for traveling and attending such meeting. For meetings that require more than one day of attendance, the employee will be paid eight (8) hours for each day at said meeting. Employees will be reimbursed for travel expense in accordance with the Dubuque County Training



Reimbursement Policy and any subsequent amendments thereto.

### **OVERTIME - ARTICLE 10**

- A.** All employees eligible for this bargaining unit shall be paid time and one half (1½ times the hourly rate) for all hours worked in excess of 8 hours per day or 40 hours per week . During the period that the four 10-hour day week is in effect, 1½ times the hourly rate will be paid for all hours worked in excess of 10 hours per day or 40 hours 'per week. Overtime shall not be pyramided. Any employee called in to work outside his/her normal work schedule shall be compensated at 1½ times the hourly rate for all hours worked outside the normal schedule with a minimum of 2 hours paid.
- B.** Hours worked on Sunday shall be paid for at the rate of one and one half times regular rate of pay for actual hours worked. In a week in which a paid holiday (holidays specified in the Holiday Article), the holiday pay shall be used for computing weekly overtime.
- C.** Employees who are called to work before their normal starting time shall be allowed to complete their normal workday, but shall not be required to work in excess of a twelve-hour day. Employees shall not be required to take any other time off duty to offset overtime.
- D.** Authorization for overtime shall be by the County Engineer, Assistant County Engineer or the Maintenance Superintendent.
- E.** If any employee is called in to work outside his normal hours while on paid time off (vacation, personal day, pre-approved sick leave), the employee shall receive one and one half 1½) times their regular rate of pay for all hours worked in addition to the paid time off. Hours actually worked during the regularly schedule hours will be paid at straight time and hours will be credited to the appropriate bank.
- F.** Except in extreme emergency situations, it shall be the department's policy not to call out for overtime employees who have reported in as being sick. An employee who has called in sick on Friday shall notify the Department as to his/her availability for overtime work, if necessary, on Saturday or Sunday. If the Department receives no call, it will be assumed the employee remains sick for those days and will not be contacted for overtime.
- G.** Overtime shall be offered to the maintenance operator in their respective districts first , then the overtime shall be offered to the employees who, during normal working hours would usually be assigned to perform the work requiring overtime. If the employee who is usually assigned to perform the work refuses overtime, the overtime shall be offered to other employees in accordance with seniority and qualifications . When it is known that a job will have overtime, seniority shall prevail in assignment of the work among those to whom the work is normally assigned. If the overtime work would usually be assigned to more than one employee, the overtime shall be offered to additional employees in accordance with seniority and qualifications. Bargaining unit employees shall have priority over seasonal employees in assignment of overtime.
- H.**
  - a. In a snow plowing emergency, the County Engineer shall grant overtime in accordance with seniority, to Maintenance Person I's, II's and III's, Maintenance Supervisor, Crew Leaders and Sign Persons who are qualified to drive truck with

plows and have signed a special overtime list for snow plowing emergency overtime calls. Maintenance Person II's who are responsible for specific maintainer districts and Maintenance Person III Mechanics are not eligible to sign up for this overtime.

- b. A separate overtime list shall be posted for Maintenance Person II's who are responsible for a specific maintainer district and Maintenance Person III Mechanics. If maintainer plowing is warranted, the County Engineer shall call those Maintenance Person II's for overtime in their districts. If maintainer plowing is not warranted, persons signing this separate list shall be called by seniority for truck plowing as substitute drivers according to the following list: MPII Motor Grader Operators with specific districts, MPIII Mechanics, Office, Maintenance and Shop Supervisors. Employees shall indicate on their "request for leave" form whether they wish to be called for overtime while on vacation. A holiday falling within a vacation period shall be considered a part of the vacation period for purposes of overtime call out. Compensatory time off in lieu of cash may be
  - c. taken upon mutual agreement between the employer and employee. Scheduling of such compensatory time off shall be at the discretion of the employer. Compensatory time shall not be allowed to accumulate in excess of eighty (80) hours and shall be taken in increments of no less than one hour.
- I. Overtime for contracted projects will be administered by the County Engineer amongst the Engineering Technicians or Survey Party Chief.
- If the County determines to give DOT Certification Training to employees other than Engineering Technicians and Survey Party Chiefs, it shall be offered by seniority.
- J. In the event of a life threatening 911 emergencies, the County Engineer shall have authority to assign personnel, equipment and work to be performed to respond to the situation. These situations require safety and efficiency to be the primary factors and will not be subject to call out by seniority. If the Union feels that this section is being abused by the County, the parties will meet to discuss the matter. If it is found that the situation was not an actual emergency as stated above, it shall be subject to the grievance procedure.

#### **PAYDAY- ARTICLE 11**

Payday for all employees shall be every other Friday or the nearest working day to these days in the event they should fall on a non-working day. Employees may arrange to have checks mailed to them, directly deposited in the bank, or may pick them up at the offices after 3:30 p.m. on payday. Effective July 1, 2011, all newly hired employees of Dubuque County shall have their payroll directly deposited to a financial institution of their choosing.

#### **HOLIDAYS - ARTICLE 12**

- A. All employees, except seasonal and part-time, are eligible for the following paid holidays:
- |                  |                        |
|------------------|------------------------|
| New Year's Day   | Veterans' Day          |
| Presidents' Day  | Thanksgiving Day       |
| Memorial Day     | Day after Thanksgiving |
| Independence Day | Christmas Eve Day      |

Spring Holiday  
Labor Day  
Martin Luther King, JR. Birthday

Christmas Day  
New Year's Eve Day

Beginning the week after Memorial Day through the week before Labor Day. Employees will be assigned to work 4 10-hour days, Monday through Thursday.

For the weeks that include a designated holiday, employees will be scheduled to work 3 10-hour days and will receive 8 hours of holiday pay, if eligible. Employees will be required to use vacation, personal, or compensatory time for the remaining unpaid hours, up to 40 per week. If an employee has no vacation, personal, or compensatory time available, the employee will receive no pay for those hours.

- B. Whenever any of the listed holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. When a listed holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- C. To be credited with these holidays, it is necessary for the employee to work, or be on pre-requested vacation, sick leave approved compensatory time off, or personal day, the day before the holiday and the day after the holiday.
- D. All work performed on holidays except those listed in Section F and listed above shall be paid one and one half times the regular hourly rate for actual hours worked. In addition, the employees shall receive regular 8 hours of holiday pay.
- E. Compensation for a paid holiday shall be construed to mean payment for the normal number of hours the employee would have worked on the holiday. Any employee required to perform work on the actual day of Thanksgiving Day, Christmas Eve, Christmas Day or New Years' Eve Day shall receive two (2) times their regular hourly rate for all hours worked on said holiday, in addition to the holiday pay at their regularly scheduled number of hours.
- F. Should legal action be initiated against the County for the Spring Holiday, the Union agrees to discuss substitution of the Spring Holiday for a different Holiday.

### **VACATION - ARTICLE 13**

- A. Employees, except seasonal and part-time, shall be granted an annual paid vacation for the period specified below, based on the following service requirements:

One week paid vacation will be allowed after satisfactory completion of one year of employment.

Two weeks paid vacation will be allowed after satisfactory completion of two years of employment.

Three weeks paid vacation will be allowed after satisfactory completion of five years of employment.

Four weeks paid vacation will be allowed after satisfactory completion of twelve

years of employment.

Five weeks of paid vacation will be allowed after satisfactory completion of twenty years of employment.

- B. One week of vacation shall be considered forty hours; two weeks shall be considered eighty hours; three weeks shall be considered one hundred twenty hours; four weeks shall be considered one hundred sixty hours; five weeks shall be considered two hundred hours.
- C. No vacation shall be granted during the first year of service, but upon satisfactory completion of said period, vacation shall accrue to the employee for the full year.
- D. Time on layoffs, suspension or leave without pay shall not be counted in determining a complete month of in-service. Vacation granted in any given year shall be earned in the previous year.
- E. The employer shall determine the number of employees that may be on vacation at any one time. Seniority will determine which employee will be given preference for vacations and personal days for written requests prior to three months before a vacation or personal day period. The earliest request will determine which employee will be given preference for a vacation or personal day for written requests within the three months before a vacation or personal day period, if time within that vacation or personal day period is still available.
- F. All vacation accrual shall be used in the anniversary year following the year in which it was accrued. Vacation accumulation not used during this year will be lost, unless the employee prior to the end of the anniversary year, makes a request in writing to his/her supervisor to carry over unused vacation. When making such request for carry over, the employee will also indicate the time period that he/she is planning to take such vacation. Employees who had vacation scheduled and granted and are required to return to work by their employer, shall be eligible to carry over the remainder of said vacation into the next anniversary year. Vacation carryover shall be limited to three (3) months from the end of the employee's anniversary year.
- G. All employees shall request vacations in writing, at least two (2) weeks in advance of the desired vacation, to their immediate supervisor. The immediate supervisor may waive the two (2) week notice requirement. Employees may, upon the approval of the employer, utilize vacation for absence of less than one week.
- H. Any employee who is on vacation that extends through a holiday period shall not be charged for a day or days of vacation for the holiday period.
- I. On separation from the Department for any reason, all vacation accumulated for completed months of service shall be paid for in cash, in a lump sum, at the hourly rate of the employee.

#### **SICK LEAVE - ARTICLE 14**

##### **A. ACCRUAL**

- 1. All regular employees, except seasonal and part-time, shall accrue four hours of sick leave for each complete pay period. Time of layoff, suspension or leave without pay shall not be counted in determining a complete pay period. Probationary employees

shall not accrue sick leave benefits until they have successfully completed their probationary period, at which time they will be credited for all sick leave accrued since their date of hire.

2. Sick leave credits may be accumulated at the rate of one hundred four hours per year with a maximum accumulation of nine hundred fifty (950) hours.
3. **Special Accumulation:** An employee who has accrued the maximum of nine hundred fifty (950) hours of sick leave shall accrue an additional thirty days of special sick leave accumulation at the rate of two days per month of continuous employment in accordance with this Agreement. The special accumulation may be converted by the County at the employee's regular rate of pay and shall only be used to pay for the employee's normal health insurance premium, for up to one- year duration, upon request, if the following conditions are met:
  - a. An employee must exhaust all regular sick leave accumulation, vacation accumulation, personal days and compensatory time.
  - b. An employee must be on an approved unpaid leave of absence for medical purposes.

Usage of sick leave, three consecutive days and less, after the maximum accumulation is reached will be deducted from both the regular and special accumulations.

## **B. USAGE**

1. Use of sick leave is a privilege that may be granted or denied by the Employer. Sick leave may be granted for periods of less than one day, but not less than one half (1/2) hour. A sick leave day shall be construed to mean the normal working day for the employee.

Unless the privilege of sick leave is abused, sick leave may be granted in case of:

- a. Illness or injury of the employee causing absence from work.
  - b. Acute need on the part of the employee for medical or dental care.
2. Sick leave is not intended to provide for practical nursing care of the immediate family. However, an employee may use up to seven (7) days (up to 56 hours, depending on the employee's regular schedule) ) of sick leave per fiscal year for serious illness of a member of the employee's immediate family, or to make arrangements for the proper care of members of the immediate family. Immediate family shall include family members listed in Article 15, Sections A and B. The employee may use personal days, vacation and unpaid leave of absence for care for members of the immediate family.
3. An employee who is on sick leave that extends through a holiday period shall not be charged for a day or days of sick leave for the holiday period.
4. **REQUESTS:** The employees shall be responsible for requesting permission to use sick leave at least one hour prior to the beginning of the work shift. Improper notification by the employee shall be grounds for denial of the sick leave benefit. The request may originally be made orally, but shall be submitted in writing when the employee returns to work . The Employer shall be responsible for obtaining all the data necessary for determining whether

the time off may be granted as sick leave.

5. **MATERNITY LEAVE:** In compliance with Iowa Code Section 610A.6, disability caused by employee's pregnancy, miscarriage, childbirth and recovery are temporary disabilities and shall be treated as such under the sick leave plan of this agreement. If the employee exhausts accrued sick leave, all accrued vacation and personal days can be used by the employee. When accrued sick leave, vacation and personal days are exhausted, employee may apply for temporary unpaid leave of absence for the period the employee is disabled, or for eight weeks, whichever is less. Beyond the provisions of this section, employee may apply for Leave without Pay, per Article 17.
6. **VERIFICATION:** Sick leave shall not be granted for more than three working days without satisfactory proof of illness or injury shown either by a statement from the attending physician or by other proof satisfactory to the employer. The physician's statement shall contain a recommendation that the employee be granted leave and when possible, an indication of the length of time it will be necessary for the employee to be absent.
7. **ABUSE:** Abuse of sick leave is detrimental to the welfare of the other employees, unnecessarily delays work, and is costly to the Employer. Abuse of sick leave shall be considered basis for:
  - a. Denial of further use of sick leave privilege for an unspecified period.
  - b. Unfavorable promotional ratings.
  - c. Suspension or dismissal.
8. **LIMITATIONS:** When the employee requests vacation for a definite period and the request is granted, any period of illness during the period of such leave shall be charged to vacation as originally granted. Sick leave may be used to cover additional absence, subject to approval by the employer.
9. **The Family and Medical Leave Act**
  - a. An employee on a Family & Medical Act Leave will continue to accrue seniority. However, no benefits will accrue during the period of the leave.
  - b. An employee may, upon approval from the appropriate department head, hold a specific number of days for pre-approval paid time off. The process for approval or disapproval of the set aside of paid time off days is not subject to the grievance procedure.
  - c. Any employee will be granted twelve weeks of unpaid Family Medical Leave after sick leave and paid time off has been exhausted. An employee will not be able to use paid personal sick leave for care of a family member, except as provided in Article 15, Sections A and B.
10. **Donation of Hours**

Employees who are eligible for eighty (80) hours or more of vacation shall be allowed to donate up to twenty (20) hours of vacation to a co-worker within the bargaining unit who has exhausted all sick leave and unscheduled paid time off which includes compensatory time, unscheduled vacation and unscheduled personal days.

Employees will be limited to donating up to twenty (20) hours of vacation per contract year. Vacation hours donated shall be on an hour for hour basis regardless of the hourly rate of pay of the employee donating hours or the employee who is receiving hours. The donated hours will not entitle the employee receiving such hours any additional benefits such as insurance coverage once there has been a break in benefit eligibility. Employees donating hours shall be responsible for making arrangements with the payroll department.

**C. RETIREMENT**

All bargaining unit employees shall be paid 100% of accrued sick leave at retirement and upon verified retirement to the Iowa Public Employee' Retirement System. Payment will be based on the employee's regular hourly (straight time/base) rate of pay at the time of retirement. Payments will be made bi-weekly over a five (5) year period. The payment will be considered income and subject to appropriate taxes. In order for a retiring employee to be qualified for such payment, he/she shall have completed twenty (20) years of continuous service with Dubuque County in a full time position or retired as a result of a disability and must be eligible to a pension payment from the Iowa Public Employee's Retirement System immediately upon retirement. Employees who qualify for sick leave pay-out that have two hundred (200) hours or less of accrued sick leave, shall receive a lump sum pay-out of their sick leave upon retirement. In the event a retired employee dies before all of the unused sick leave is paid, such payment will cease at the time of the retired employee's death.

**BEREAVEMENT LEAVE - ARTICLE 15**

- A. All regular full-time employees shall be granted upon request a total of five (5) working days off with pay in the event of the death of employee's spouse, children, stepchildren or grandchildren.
- B. All regular full-time employees shall be granted upon request a total of three (3) working days off with pay in the event of the death of the employee's parents, step parents, brothers, sisters, guardian or wards of the employee , grandparents , sister in law, brother in law, son in law, daughter in law, mother in law, and father in law.

One day shall be allowed with pay to attend the funeral of the employee's aunts and uncles, spouses' aunts and uncles and spouse's grandparents.

**PERSONAL DAYS - ARTICLE 16**

- A. All full-time employees shall be entitled to take a maximum of three (3) working days of personal leave per year. The three (3) working days shall not be accumulative from fiscal year to year, beginning on July 1 of each year and ending on June 30.
- B. Employees shall notify the Department at least three days in advance of their intention to utilize a personal day. In cases of emergency, the three (3) day provision may be waived, and personal days may be allowed upon approval of the County Engineer.
- C. If an excessive number of employees request the same day off for personal reasons and

the normal operation of the department would be seriously affected by such situations, the employer would restrict the number of employees allowed to utilize personal leave days.

- D. Seniority will determine which employee will be given preference for vacations and personal days, for written requests prior to three (3) months before a vacation or personal day period. The earliest request will determine which employee will be given preference for a vacation or personal day for written requests within the three (3) months before a vacation or personal day period, if time within that vacation or personal day period is still available.
- E. A new employee must complete the probationary period in order to be eligible for personal days. An employee who has completed his/her probation by October 1st will receive three (3) personal days. An employee who has completed his/her probation by January 1st will receive two (2) personal days. An employee who has completed his/her probation by April 1st will receive one (1) personal day.
- F. Personal days may be taken in increments of one-half day.

## **LEAVES OF ABSENCE - ARTICLE 17**

### **A. LEAVES WITHOUT PAY**

1. Requests for unpaid leave of absence shall be submitted to the County Engineer for approval. Reasonable requests will normally be granted for a period up to six months and may be extended in cases of extenuating circumstances. In cases of extended leave, extenuating circumstances will be discussed with the Union Business Agent before being either granted or denied.
2. Any absence either voluntary or in response to a legal order to appeal and/or testify in private litigation, and not as an officer or employee of the County, but as an individual, shall be taken as vacation, or as a leave of absence without pay.
3. A regular full-time employee on an authorized leave of absence without pay, may continue to carry their health, dental and life insurance coverage, provided the employee pays a prorated portion of the premium based on the length of the unpaid leave.
4. An employee will not accumulate and earn vacation or sick leave benefits while on a leave without pay, except during a leave under the Family & Medical Leave Act.

### **B. LEAVES WITH PAY:** An employee shall be granted a leave of absence with pay for the following reasons:

1. For attending negotiating meetings agreed to by the County Engineer, while serving on the negotiating committee.
2. For appearance before a court, legislative committee or other judicial or quasi-judicial body as witness in action involving the Federal Government, the State of Iowa, Dubuque County or a political subdivision thereof in response to a subpoena or when such appearance is ordered by the County Engineer in connection with the employee's work.



3. For jury duty on any Federal, State, County or Municipal Jury.
4. Attendance in court in connection with an employee's official duties. Such attendance shall include the time going to Court and returning home.
5. Voting in Elections: Qualified employees entitled to vote in elections may between the time the polls open and close, take adequate time to vote without loss of pay provided that the employee could not otherwise vote on their own time, according to applicable State or Federal Statute. The Employer will schedule when employees may take off for the purpose of voting under this section.
6. Remuneration of jury duty, testifying and other reimbursement while on leave with pay, over normal salary and necessary expenses, shall be reimbursed to the employer within seven days or receipt of payment.

### **C. UNION LEAVE**

The County agrees to grant a request for a Union Leave of Absence to any employee who has been appointed or elected to serve in any capacity with the Local Union. Such leave of absence shall be for a period not to exceed thirty (30) days, but may be extended by written request of the Local Union. The Union shall give the County Engineer no less than fourteen (14) days' notice of such request and shall indicate the time period of such leave at that time. No more than one (1) bargaining unit member will be granted such leave at any time.

In the event that such a request would cause an undue hardship because of the time of the year that the request was made, as an example "winter hours", the County could deny such request, but would meet with the employee and the Union to discuss why such request was denied.

### **MILITARY LEAVE - ARTICLE 18**

- A.** It is the policy of the Department that military leaves for a period of up to thirty days with pay, as proscribed by the Code of Iowa, is available and restricted to permanent full-time employees as distinguished from seasonal and part-time.
- B. LEAVE OF ABSENCE PRIOR TO MILITARY SERVICE:** Frequently, the party entering military service wants a few days before induction to settle business affairs, visit relatives, etc., and quits work thinking at the date of his/her induction, he/she will be entitled to thirty days' pay. By his/her resignation, he/she loses all rights to the thirty days' pay and reemployment rights when discharged from the military service. If the employee desires the thirty days pay and the rights when he/she is discharged from military service, he/she must ask for a leave of absence without pay for the time required prior to his/her induction.
- C. CERTIFICATE FOR EXTENDED MILITARY LEAVE:** No orders nor any document prepared prior to induction into military service can be accepted as evidence that an employee is entitled to military leave. In case of extended military leave, the employee serving in the armed forces should forward a statement to the Department after he/she has been inducted thirty days. The statement should show the date on which the certificate is prepared, the date of inducting, the date of induction, the name, title and address of the commanding officer signing the certificate.

**D. CERTIFICATE FOR SHORT-TERM MILITARY LEAVE:**

1. In case of military leave of less than thirty days' duration, the employee serving in the armed forces should present a statement to the County Engineer at the termination of his/her military service.
2. This statement should show the date on which it is prepared, the date of induction, the date of release from duty, the name, title and the address of the commanding officer signing the certificate.

- E.** Upon entering extended military service, all vacations accumulated for completed months of service shall be paid for in cash, in a lump sum, at the hourly rate of the employee, at the next payroll when the employee leaves in good standing.

**RESIGNATIONS - ARTICLE 19**

To resign in good standing, an employee must give the Employer fourteen calendar days' written notice. All overtime hours, vacation and personal day accruals shall be compensated in a lump sum at the hourly rate of the employee at the next payroll when the employee leaves in good standing.

**UNION ACTIVITIES - ARTICLE 20**

The Department agrees that accredited representatives of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of American, whether local union representatives, District Council Representatives, or International Representatives, shall have full and free access to the premises of the Department where its members are working at any time during working hours to conduct union business.

In the event the Union schedules a meeting with all the employees covered under this Agreement either on County time or property, the Union shall first notify the County Engineer for approval.

**UNION - ARTICLE 21**

The Union shall provide the County with a list of representatives by name, position and area which each representative serves. Changes in this list shall be furnished to the County promptly. The County need not recognize any union representative of whom it has not been informed.

When necessary to investigate a grievance, with knowledge and approval of the County Engineer, a representative may meet with the employee at the job site.

**TEMPORARY ASSIGNMENT - ARTICLE 22**

Management reserves the right to temporarily assign employees to other job classifications. No employee shall be required to work in a position higher than his or her pay scale without a pay adjustment unless the work is required by the employee or employer for training purposes.

The employee, upon assignment by management, shall immediately receive a pay scale adjustment for the higher job classification at the same step as currently occupied by that employee. The employee shall assume responsibility for documentation, in his/her time book, for times worked outside classification. All employees may be required to work in a position lower than their pay scales but will do so without a pay scale adjustment.

## **RULES AND REGULATIONS - ARTICLE 23**

**PURPOSE:** The purpose of this article is to outline important rules and regulations of the Dubuque County Highway Department. The list is not intended to represent all departmental rules and regulations. The Dubuque County Highway Department reserves the right to add to, delete, change or otherwise amend this list of rules and regulations at any time, if not in violation of other terms of this agreement, under provisions of the Management Rights Article.

1. The proven use of alcoholic beverages or un-prescribed narcotics during working hours shall be the basis for immediate discharge.
2. Unauthorized removal of county property from the premises, including equipment, material or supplies shall be the basis for immediate discharge.
3. Fraudulent use of sick leave days shall be the basis for immediate discharge, as shall fraudulent recording of work time.
4. Acceptance of personal payment in any form from any citizens, contractor or supplier for services rendered or purchases made shall be the basis for immediate discharge.
5. The employee shall notify his/her immediate supervisor before the work day starts, before any absence from work is authorized. Two (2) days absence without authorization shall be considered an automatic resignation. One day of absence without authorization will not be paid under any authorized leave plan.
6. All personnel shall be neat, clean, and dressed in accordance with their positions.
7. All personnel shall start work promptly; tardiness will not be tolerated.
8. All employees whose job description requires a Commercial Driver's License shall secure and maintain a valid CDL as a condition of employment. Current office staff shall be exempt and will not be required to maintain a valid CDL, any new office staff hired after July 1, 2012 may be required to maintain a valid CDL. Those employees whose job description requires additional Endorsements or Hazardous Material Endorsement to perform their duties shall be reimbursed by the County for the cost of such endorsement.
9. All employees shall provide the County with a primary and secondary phone number (secondary phone number if applicable) for call in purposes.
10. All personnel are directly responsible for all tools, materials and equipment used by them. If any employee has three vehicular accidents (chargeable) within one year period with a county vehicle, shall be required to pay for any damages in the third accident, or shall be dismissed from the Department.

11. Insubordination to supervisors, superiors and the general public shall not be tolerated. The use or profanity or derogatory remarks by supervisory personnel to employees or employees to supervisory personnel shall not be tolerated.
12. The refusal to obey any reasonable order of any superior shall not be tolerated.
13. All employees shall furnish their own transportation to their assigned stations unless use of a County owned vehicle is approved by the County Engineer. Permanent assignment shall be reflective of the location the employee normally reports to work. Nothing contained in this article shall preclude the County Engineer from permanent reassigning employees should the need arise.
14. Employees who are transferred from the shop to which they are permanently assigned on a temporary basis and are subsequently temporarily assigned to another shop to cover temporary staffing needs, will be provided transportation if a vehicle is available from the regularly assigned shop to the temporary assignment. Employees will be required to be at the temporarily assigned shop by the shift starting time and the travel time between the permanent and temporary shop will be the employees.
15. All personnel are subject to twenty-four (24) hour call except as provided for in the Overtime article.
16. Compliance with all State and Federal Safety Regulations is required.
17. New employees hired by the Highway department will be required to undergo a complete physical examination. Same shall be paid by the employer.
18. No disciplinary action shall be taken against any employee for refusal to operate equipment that is mechanically unsafe. The employee's opinion alone shall not be sufficient grounds to declare equipment unsafe.
19. No disciplinary action shall be taken against any employee because of political or religious affiliation, or as the outcome of any election.
20. No employee shall engage in or be required to engage in any political activity during working hours.

#### **BULLETIN BOARDS - ARTICLE 24**

Bulletin boards may be provided by the Union by the time clocks for posting notice of Union recreation, social affairs, union elections, union appointments and union meetings. All notices must be signed by a union representative and approved by the County Engineer prior to the posting.

#### **WORKERS' COMPENSATION - ARTICLE 25**

- A. On the job injuries shall be reported immediately to the employee's immediate supervisor and department head and a written report shall be submitted to the Personnel Office. In

the case of an incapacitating injury, the report shall be submitted as soon as the employee is able to supply the necessary information.

- B.** During the period, an employee is receiving benefits under Workers' Compensation, he/she shall continue to accrue sick leave and vacation benefits and the County will continue the employee health insurance coverage.
- C.** When an employee of the County sustains a personal injury or illness arising out of and in the course of his/her employment, the employee may, for the first three working days of disability, use earned sick leave. All time spent under the care of a physician on the day of an injury shall be considered as time worked, up until the physician releases the employee, or the end of the regularly scheduled shift, whichever comes first. Visits to physicians during the first three working days following the day of the injury during working hours shall be charged to the sick leave of the employee. Beginning the fourth day following the day of the injury, the employee must notify the employer on forms provided by the County whether that employee elects to receive supplemental compensation from the County, in which case appropriate deductions will be made from the sick leave, vacation or compensatory time of the employee. If the employee elects to receive compensation beyond the amount the workers' compensation provides, that employee is obligated to present to the Personnel Department the endorsed copy of the check received from the Workers' Compensation carrier. The employee will then receive a payroll check for up to the amount of that employee's regular compensation, based on his/her hourly rate and regularly scheduled hours.

#### **DRUG AND ALCOHOL TESTING - ARTICLE 26**

- A.** Drug and Alcohol testing will be done in accordance with the Dubuque County Substance Abuse Prevention Program for Drugs and Alcohol as adopted by the Board of Supervisors on December 19, 1994 and subsequently amended.
- B.** An employee who is instructed to report for random testing during working hours will not be required to use his/her personal vehicle for the purpose of presenting at the testing site. Should an employee present at the testing site utilizing a county vehicle and subsequently test positive for alcohol, the employee shall not under any circumstances drive the county vehicle back to the work site.
- C.** Employees will be paid at the appropriate rate of pay for all time spent on random testing.

#### **CLOTHING ALLOWANCE - ARTICLE 27**

Each employee covered by this Agreement shall be reimbursed up to two hundred dollars (\$200) per contract year to purchase safety shoes or Class 3 ASTM clothing. Employees will be required to provide the County with a copy of the receipt for such payment.

## **LEGALITY AND SAVINGS CLAUSE - ARTICLE 28**

Should any article, section or portion of this agreement or any addendums thereto be held unlawful and unenforceable by the Public Employment Relations Board, the legislature or any tribunal of competent jurisdiction, such decision of the tribunal or Board shall apply only to the specific Article, section or portion thereof directly specified in the decision. The remaining Articles of this Agreement shall remain in force for the specified term of this agreement.

## **COMPLETE AGREEMENT & WAIVER CLAUSE - ARTICLE 29**

This agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this agreement, each voluntarily and qualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **DURATION - ARTICLE 30**

- A.** Upon request of a written request from the Union, it shall be the mutual obligation of representatives of the Union and Employer to meet and confer in good faith with respect to wages, hours and certain other terms and conditions outlined in the Iowa Public Employment Relations Act.
- B.** This Agreement shall be in effect as of the first day of July 2021 and shall remain in full force and effect through the thirtieth day of June 2023. Negotiations for a succeeding Agreement to become effective on July 1, 2023, shall begin after August 15, 2022 but not later than October 31, 2022.


SIGNATORY CLAUSE

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HAND

FOR THE COUNTY:

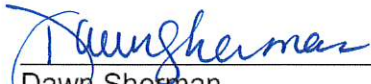
  
\_\_\_\_\_  
Ann McDonough, Chair                      Date  
Dubuque County Board of Supervisors

FOR THE UNION:


 7/24/21  
\_\_\_\_\_  
Tom Erickson                      Date  
President  
Teamsters Union Local 120

 8/2/21  
\_\_\_\_\_  
Anthony Bardgett                      Date  
County Engineer

 7-24-21  
\_\_\_\_\_  
John Klootwyk                      Date  
Business Agent  
Teamsters Union Local 120

 07/26/2021  
\_\_\_\_\_  
Dawn Sherman                      Date  
HR Administrator

ATTEST:

  
\_\_\_\_\_  
Kevin Dragotto  
County Auditor

**APPENDIX “A” – HIGHWAY DEPARTMENT  
WAGE SCALE  
July 1, 2021 through June 30, 2022**

Classifications	Step 1	Step 2	Step 3
Maintenance Person	\$24.79	\$25.41	\$26.03
Maintenance Person II	\$25.28	\$25.86	\$26.44
Maintenance Person III	\$25.88	\$26.50	\$27.12
Engineering Aide II	\$24.93	\$25.51	\$26.10
Engineering Aide II/Sign Person	\$25.13	\$25.70	\$26.28
Party Chief	\$26.83	\$27.42	\$28.00
Shop Supervisor			
Crew Leader			
Maintenance Supervisor			
Engineering Tech I			
Engineering Tech II	\$27.58	\$30.56	\$33.55
Assistant to the Engineer	\$33.82	\$37.48	\$41.14

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New employees will normally start at Step 1. Six (6) and twelve (12) months after being placed in a classification, a new employee will advance to the next step on the classification. Thereafter, the employee will advance to the next step each twelve (12) months, until the maximum step is reached.

An employee promoted to a step other than the starting step in a classification will advance to the next step at the end of the probationary period. Thereafter, the employee will advance to the next step each twelve (12) months, until the maximum step is reached.



**APPENDIX “B” – HIGHWAY DEPARTMENT  
WAGE SCALE  
July 1, 2022 through June 30, 2023**

Classifications	Step 1	Step 2	Step 3
Maintenance Person	\$25.54	\$26.17	\$26.81
Maintenance Person II	\$26.03	\$26.64	\$27.23
Maintenance Person III	\$26.66	\$27.30	\$27.93
Engineering Aide II	\$25.67	\$26.28	\$26.88
Engineering Aide II/Sign Person	\$25.89	\$26.47	\$27.06
Party Chief			
Shop Supervisor	\$27.64	\$28.24	\$28.84
Crew Leader			
Maintenance Supervisor			
Engineering Tech I			
Engineering Tech II	\$28.41	\$31.48	\$34.55
Assistant to the Engineer	\$34.84	\$38.61	\$42.37

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New employees will normally start at Step 1. Six (6) and twelve (12) months after being placed in a classification, a new employee will advance to the next step on the classification. Thereafter, the employee will advance to the next step each twelve (12) months, until the maximum step is reached.

An employee promoted to a step other than the starting step in a classification will advance to the next step at the end of the probationary period. Thereafter, the employee will advance to the next step each twelve (12) months, until the maximum step is reached.