

AGREEMENT

BETWEEN

WEBSTER COUNTY
TELECOMMUNICATIONS BOARD

AND

TEAMSTERS LOCAL 238

July 1, 2016

to

June 30, 2018

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**ARTICLE 1
RECOGNITION**

The employer recognizes Teamsters Local Union 238 affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining representative of those employees of the Webster County Telecommunications Board in the following bargaining unit as defined by the Public Employment Relations Board, Case No. 6689, to wit:

Included: All full time and regular part time dispatchers.

Excluded: Supervisors, confidential employees and others excluded by Section 4 of the Act.

**ARTICLE 2
DEFINITIONS**

Full-time Employee: An employee working forty (40) hours per week on a continuing basis.

Part-time Employee: An employee working less than forty (40) hours per week on a continuing basis.

Supervisor: The administrator as designated by the Webster County Telecommunications Board for oversight of the day to day operations of the telecommunications center and dispatchers.

Probation: 480 hours of work from date of certification or 1 year from the date of hire.

**ARTICLE 3
MANAGEMENT RIGHTS**

It is expressly understood and agreed that all functions, rights, powers and authority vesting in the Webster County Telecommunications Board which are not specifically limited by the express language in this agreement are retained.

**ARTICLE 4
NONDISCRIMINATION**

The Board and the Union agree that neither will discriminate against any employee or applicant because of race, sex, color, creed, national origin, age disability or union membership.

**ARTICLE 5
DISCIPLINE**

Section 1 - Discipline: Disciplinary action, for just cause, includes the following:

Oral reprimands
Written reprimand

Suspension
Discharge

Section 2 - Discharge: If an employee is suspended or discharged, the Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure.

Section 3: Oral reprimands shall be removed from the employee's personnel file if there is no further discipline within twelve (12) months from the date of the reprimand. Written reprimands shall be removed from the employee's personnel file if there is no further discipline within eighteen (18) months from the date of the reprimand. Copies of the reprimands will be maintained in the employer's discipline file. Employees will receive copies of all reprimands before they can be added to the employer's discipline file.

Section 4: The employee shall be permitted to see his/her personnel file upon request.

ARTICLE 6 ADJUSTMENT OF GRIEVANCES

Section 1. Definition: A grievance is defined as an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement. A grievant is defined as the employee who initiates a grievance. Should an employee have a grievance, it shall be adjusted in the following manner;

Step 1: An employee who claims a grievance shall present such grievance in writing to the supervisor within seven (7) days after the occurrence upon which the grievance is based. The grievance shall be signed and dated and shall state the specific section or sections of the contract deemed violated, and shall also state the specific remedy requested. The supervisor shall answer the grievance within seven (7) days after its presentation and may call a conference with the employee to discuss the grievance within said period.

Step 2: If the grievance is not settled at Step 1, it may be appealed by the employee within five (5) days after the immediate supervisor's answer. A copy of the previously submitted written grievance shall be forwarded to the Chairman of the Webster County Telecommunications Board or his designated representative. Upon request, a conference shall be scheduled to discuss the grievance. The Chairman and the employee and an additional representative for each may be present. The employee may utilize a union representative, if desired. The Chairman shall answer the grievance in writing within ten (10) days after the grievance has been presented or the conference, whichever is later.

Step 3: If the grievance is not settled at Step 2, it may be appealed to the grievance committee of the Webster County Telecommunications Board within seven (7) days after receipt of the Step 2 answer. A copy of the Step 2 answer and the originally filed written grievance shall be filed with the grievance committee of the Webster County Telecommunications Board, the grievance committee shall meet to discuss the grievance and may call a conference with the affected employee. The decision of the grievance committee will be issued in writing within ten (10) days following the next regularly scheduled meeting of the Webster County Telecommunications Board.

Step 4: If the grievance is not settled at Step 3, it may be appealed to arbitration

by the Union in conjunction with the employee, by submitting to the Chairman of the Webster County Telecommunications Board within seven (7) days after receipt of the Step 3 answer, a written request for arbitration. The Union and the Employer may attempt to agree upon an arbitrator to hear and determine the grievance. However, within five (5) calendar days after timely request for arbitration, the Union shall request a list of seven (7) arbitrators from the Public Employment Relations Board. Upon receipt of the list, the parties designated representatives shall strike the list in alternating order and the seventh and remaining person shall act as the arbitrator. The Union as the moving party shall have the first strike.

Section 2: Failure to initiate or appeal a grievance to the next step within the applicable time limits specified above shall bar the grievant from appealing the grievance further or initiating a grievance. The failure of the employer to render a response within the time limits specified above shall permit the grievant to proceed to the next step, if any.

Section 3: The arbitrator selected by the parties shall schedule a hearing and after hearing render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this agreement. The 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).

Section 4: The employer and the Union shall share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and the costs of the hearing. Any other expenses, including representational expenses, shall be paid by the party incurring the same.

ARTICLE 7 DUES CHECKOFF

The Employer agrees to deduct Union dues, initiation fees, Credit Union and D.R.I.V.E. contributions from the pay of each employee who executed or has executed the proper authorization form, all in the manner of the law.

The deductions may be once a month or per pay period in equal amounts as requested by the employee and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

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

ARTICLE 8 PENSION

Employees presently participate in social security and IPERS (Iowa Public Employees Retirement System) and employer contributions and employee contributions (through payroll deduction) shall be made according to law.

**ARTICLE 9
HOLIDAYS**

Full-time employees shall accrue holidays at the rate .9166 days per month and part-time employees at the rate of .4166 days per month. This accrual will start after thirty (30) working days. Part-time employees must work a minimum of sixteen (16) hours per month to earn holiday accrual.

A holiday request must be submitted and approved by the employee's supervisor before an employee may take paid holiday time.

**ARTICLE 10
VACATIONS**

Employees accrue paid vacation to be administered according to the following schedule:

Full time

After one (1) year	3.33 hours per month
After two (2) years	6.66 hours per month
After five (5) years	10 hours per month
After eight (8) years	13.33 hours per month

Part-time

After one (1) year	2 hours per month
After two (2) years	3.33 hours per month

Part-time employees must work a minimum of sixteen (16) hours per month to earn vacation accrual.

Vacations are to be taken daily, however employees may take vacation weekly with a thirty (30) day notice. A vacation request must be submitted and approved by the employee's supervisor before an employee may take paid vacation. Employees become eligible for vacation subsequent to their anniversary dates consistent with the above schedule. Vacation pay will be paid at the employee's current hourly rate.

Upon retirement, or voluntary termination, or termination without just cause, the employee shall also be paid for any unused holidays or vacation time to which the employee is entitled.

**ARTICLE 11
OVERTIME/COMPTIME**

Overtime shall be paid or comp time shall be granted at the rate of time and one-half (1/2) for all hours worked in excess of the employee's regular scheduled shift or 40 hours per week. Unscheduled occasional overtime which requires a call in will be offered by seniority when everyone has attained 40 hours for the week and there are no part-time employees available to work.

The employee will have two options for using the comp time they have earned. They can take it as time off by submitting in writing to the supervisor requesting comp time off. Requests approved by the supervisor will be put on the calendar and the amount will be deducted from the employee's comp time bank. The employees will be paid for the remaining balance of hours in their comp time bank during the first pay period in June and December of each year.

ARTICLE 12
WORK SCHEDULING, BIWEEKLY PAY AND PAY PERIODS

Employees will be scheduled to work five (5) days within a seven (7) day week. Fulltime employees will be allowed to pick their days off by seniority within the week as long as there are no more than three fulltime employees off on any given Friday, Saturday or Sunday. The work week will commence at 12:01 AM on Thursday and end at 12:00 PM on the following Wednesday. Pay periods shall be bi-weekly. Paychecks will be electronically deposited into the employee's bank account of choice.

Uniform work shifts shall be:

Day	6:30 AM to 2:30 PM
Evening	2:30 PM to 10:30 PM
Night	10:30 PM to 6:30 AM
Day/Evening	10:30 AM to 6:30 PM
Evening/Night	6:30 PM to 2:30 AM

The Dispatch Supervisor will make a good faith effort to post the monthly schedule by the 20th day of the preceding month. All time off request must be submitted to the Dispatch Supervisor no later than the 15th day of the month to allow the Dispatch Supervisor sufficient time to complete and post the schedule.

If staffing allows, holidays may be scheduled on four (4) hour shifts. Employees who wish to work their regular eight (8) hour shift must notify the Dispatch Supervisor by the 15th day of the month.

Employees may exchange shifts with other employees, providing 1) the shift exchange is mutually agreed to by the employees; 2) the exchange occurs in the same pay period; 3) the exchange does not result in overtime; 4) the exchange is approved by the Dispatch Supervisor.

The Dispatch Supervisor or coordinator will make the determination if part-time employee is necessary on Sundays from 6:30 AM - 6:30 PM.

Part-time employees interested in call in work shall register their interest with the employer. Part-time employees will only be allowed to work a four (4) hour shift as a dispatcher if they are coming off an eight (8) hours shift with another employer. If the supervisor needs to call in part-time employees to fill in on an occasional basis, calls will be made to the most senior part-time employee first who has expressed an interest (unless the employee is already scheduled to work). The supervisors will make one (1) call to the phone number submitted by the employee desiring call in work. If the employee does not affirmatively respond to call in or is not available, the supervisor will proceed to the next name on the list in order of seniority. Once the part-time call in list is exhausted, the supervisor may assign anyone to work the needed hours. Nothing herein shall require the employer to call in an employee when such call would entail overtime or comptime.

**ARTICLE 13
INSURANCE**

The employer will offer insurance options for all full time employees. Effective July 1, 2015 all full time employees will receive \$500.00 per month towards the purchase of insurance. However, if the employees covered by this Agreement are made employees of either the City of Fort Dodge or Webster County and fall under the insurance programs provided by either, then the payment for insurance will not be made and the employees will abide by the insurance program including contributions towards the insurance premium of the insurance program(s) provided by either the City of Fort Dodge or Webster County. A successor agreement shall be negotiated at such time as employees covered by this collective bargaining agreement become either City of Fort Dodge or Webster County employees.

Full time employees shall receive a fully paid single premium for a \$25,000.00 term life insurance policy.

The Board agrees to maintain an errors and omissions insurance policy for the Webster County Telecommunications Center.

**ARTICLE 14
SICK LEAVE**

Full-time employees shall accrue .0577 hours of sick leave per hour paid to a maximum of 40 hours per week and accumulate to a maximum of nine hundred sixty (960) hours. Part-time employees shall accrue at the same rate as full time employees to a maximum of four hundred eighty (480) hours.

Webster County Telecommunications Board will comply with all the provisions of the Family Leave Act of 1993.

Employees may use accumulated sick leave for a verified serious illness of immediate family. No more than forty (40) hours of either current or accumulated sick leave may be used in a calendar year. Once 40 hours of sick leave has been utilized for family illness, employees must use leave other than sick leave to care for family members.

An employee may convert sick leave to vacation time at a rate of four (4) hours sick leave to one (1) hour vacation. Only those employees with 500 hours accumulated sick leave can participate. The employee must then maintain a minimum of 400 hours sick leave to participate in this program. If the sick leave falls below the minimum the conversion ceases and the employee must then attain 500 hours accumulation to again participate in the program.

Upon retirement or termination of employment after twenty (20) years or more of service, an employee may convert accumulated sick leave to vacation at a rate of 3:1.

**ARTICLE 15
LAYOFF**

Employees will be given thirty (30) days prior notice of layoff. Layoff will be on a seniority basis.

**ARTICLE 16
FUNERAL LEAVE**

Employees will be granted up to five (5) days paid leave upon request for death in the immediate family, i.e. spouse, parent (step or foster), child (step or foster), sibling, grandchild, grandparent.

Employees shall be granted three (3) days paid leave upon request for the death of spouse's parent, son-in-law, daughter-in-law.

Employees shall be granted one (1) day paid leave upon request for the death of funeral of siblings-in-law, aunts or uncles or when employee is asked to serve as a pallbearer.

The employee may use other earned paid leave if time is needed.

**ARTICLE 17
CALL IN AND COURT TIME**

Employees who are called in or recalled to work at other than regularly scheduled times or who are required to participate in a Court proceeding to give testimony relating to their employment as a dispatcher, shall be granted a minimum of two (2) hours pay for call in.

Call in time shall count as time worked when computing over time.

**ARTICLE 18
JURY DUTY**

Employees will receive regular pay if called to serve as a juror. In order to receive payment the employee must submit certification of service to the supervisor. Employee will forfeit their money from the Clerk of Court.

**ARTICLE 19
WAGES**

Employees will be compensated according to Appendix 1 of this Agreement.

**ARTICLE 20
SENIORITY**

- A. Seniority shall be defined as the continuous length of service with the employer from most recent date of hire. In the event that a part-time employee is elevated to a full-time position that employee's seniority shall be retroactive to most recent date of hire as a part-time employee. In the event that more than one employee has the same date of hire, position on the seniority list shall be determined by coin toss.
- B. Employee shall be considered probationary for the first calendar year of employment or until completion of the first 480 hours of employment after the completion of certification training. Upon completion of the probationary period, the employee shall be eligible for benefits provided by the agreement, including seniority retroactive to date of hire.
- C. Definitions: A bona fide vacancy is an existing position or shift which has been vacated by an employee. A new job or shift is one which has been created and never held by an

employee. A change of two (2) hours or more in a shift constitutes a new shift.

The Employer shall have sole discretion to fill a bona fide vacancy. All vacancies and new jobs or shifts will be posted for bid.

A vacancy, new job or shift will be posted within five (5) calendar days from the date of such vacancy, within the department. The job will remain posted for seven (7) work days, during which time employees within the department may bid. The job will be rewarded based on qualifications and when qualifications are equal seniority will prevail.

Every effort will be made to assign employees to the shift of their choice, not to interfere with the Dispatch Supervisor's right to manage and assign shifts to the betterment of the dispatch center mission.

The job vacancy following as a consequence of a successful bid to a true vacancy will be posted for bid.

The successful bidder shall be placed on the new job at the start of the following months schedule or as needed.

ARTICLE 21 UNIFORMS AND CLOTHING

The Employer will designate and provide uniform clothing for all full time and part time employees. Employees will be expected to wear provided uniform clothing during work hours. Uniform clothing will be turned into the Employer upon separation of employment.

ARTICLE 22 DURATION

This agreement shall be effective from July 1, 2016 through June 30, 2018.

Webster County Telecommunications

James V. Stahl
Kevin Doherty
Rog Ponce

Dated June 20, 2016

Teamsters Local 238

[Signature]
Rick Walleth
[Signature]
Principal Officer Local 238

APPENDIX 1

WAGE PROGRESSION

YEARS OF SERVICE	2.5% July 1, 2016	2.25% July 1, 2017
0 to 1 year	\$15.40	\$15.74
1 year to 18 months	\$16.14	\$16.51
18 months to 3 years	\$17.34	\$17.73
3 years to 5 years	\$17.60	\$18.00
5 years to 7 years	\$17.75	\$18.15
7 years to 9 years	\$17.98	\$18.38
9 years to 11 years	\$18.25	\$18.66
11 years and above	\$18.50	\$18.92

Employees shall be paid an additional \$.25 per hour for all hours worked between 18:30 and 06:30 hours for a night differential.

Letter of Understanding

The intent of this Letter of Understanding is to provide guidance and set out examples for how employees are to be offered opportunities to work overtime and define the language spelled out in Article 11 of this agreement. The parties acknowledge it is in the interests of the communications center to minimize the amount of overtime due to budgetary concerns and to utilize part-time employees to fill the schedule before overtime is required to maintain a full schedule.

Article 12 provides the procedure for how part-time employees are to be called in to fill openings in the posted schedule. If no part-time employee is available to work the opening it will be offered by seniority to other employees, first to those who may not have been scheduled for 40 hours of work within that pay period and then as overtime to those who have been scheduled to work 40 hours. The intent here is to allow those who are available and want to work the opportunity to work 40 hours within the pay period.

Full time employees are scheduled for 40 hours each week and occasionally a part-time employee will be scheduled for 40 hours in a particular week. When everything is equal, there is no part-time employee with less than 40 hours available and overtime is needed to fill the schedule it will be offered by seniority.

If emergency scheduling is required, such as a no show, it may be the first person available which may be used or the current scheduled employee may be held over. The parties understand these types of situations, which are unavoidable and rare in nature, would make it difficult or impossible to go strictly by seniority for the call in.

Those employees committed to work fulltime should be provided an opportunity to work overtime when and if it is available and if they are not available it should not restrict a part-time employee who works as much as they can the same opportunity.

Webster County Telecommunications







Dated June 20, 2016

Teamsters Local 238






