

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 04/08/2021 Weekly Agenda Date: 04/13/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas HR Director

WORDING FOR AGENDA ITEM:

Approval of the tentative agreement reached between Woodbury County and The Communication Workers of America, (CWA) representing Civilian Officers.

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion
Public Hearing Other: Informational Attachments

EXECUTIVE SUMMARY:

A tentative agreement has been reached with CWA regarding the contract between Woodbury County and Civilian Officers' CWA 7177.

BACKGROUND:

The agreement is for a duration of 3 years with fourth year wage re-opener.

FINANCIAL IMPACT:

See back up material.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Approve the motion.

ACTION REQUIRED / PROPOSED MOTION:

Motion to ratify the tentative agreement reached with CWA regarding the contract between Woodbury County and Civilian Officers' CWA 7177.

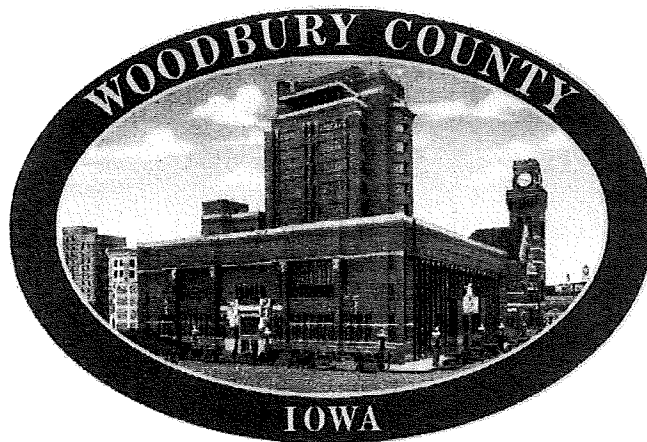
Tentative Agreement
March 31, 2021

MASTER CONTRACT BETWEEN
WOODBURY COUNTY, IOWA

AND

THE COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

CIVILIAN OFFICERS' CWA 7177



2021-2025

ARTICLE V
Check-Off

~~Section 1— The Employer will make monthly deductions from the wages of each employee covered by this Agreement who has provided the Employer with a written authorization therefore for monthly Union dues and initiation fees in the amount certified in such authorizations and remit such moneys to the Headquarters of the Union, Communications Workers of America, AFL-CIO not later than the fifteenth (15) day of the succeeding month. Any such authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the County and to the Union and shall automatically be canceled upon termination of employment. The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article.~~

ARTICLE XIV
Insurance

A. — Medial and Hospital Insurance

~~Section 1— The Employer shall pay the full cost of the employee's personal premium for Hospital and Medical Care Insurance with the exception that the employee shall pay 20% of all increases in premium which become effective after July 1, 2008.~~

~~Section 2— The employee may elect to cover the employee's family, and the Employer will pay one hundred percent (100%) of the premium for said family coverage with the exception that the employee shall pay 20% of all increases in premium which become effective July 1, 2008.~~

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

~~Section 4— The Hospital and Medical Care Insurance provided herein shall be a comprehensive plan of insurance which shall contain the following deductibles and maximum out-of-pocket provisions:~~

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

~~Deductible — The first \$250 of covered expenses for single coverage
————— The first \$500 of covered expenses for family coverage~~

~~Coinsurance: not more than 80/20 of covered expenses up to the relevant out-of-pocket maximum. Including the single deductible the maximum out-of-pocket for single coverage will be \$750 and including the family deductible the maximum out-of-pocket for a family will be \$1250~~

~~The plan will provide for an Office co-pay of \$20 per visit.~~

~~Preventive healthcare benefits will be paid in accordance with existing federal guidelines. Preventive benefits will include yearly routine physicals, including mammogram, pap smear, prostate exam, blood tests and other routine tests which can be done in the doctor's office.~~

B. — Life Insurance

~~Section 1— The Employer shall, at no cost to the employee, maintain a life insurance policy for each employee in the face amount of not less than Ten Thousand Dollars (\$10,000.00).~~

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

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

C. — Long Term Disability

The Board will provide a long term disability insurance plan to all regular full time employees and regular part time employees, to the extent permitted by the policy. This long term disability insurance plan shall have a calendar day waiting period not more than 90 days and shall pay benefits at sixty six and two thirds (66 2/3) percent of the employee's weekly gross pay, excluding overtime, up to a maximum monthly benefit of \$2,500.00. The Board shall pay the full premium for this disability insurance.

D. — Dental Insurance

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

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

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

Deductible — Single \$25
————— Family \$75

Diagnostic and Preventive Services ————— 100% (Deductible does not apply)
Routine and Restorative Services ————— 80% (After deductible)
Major Restorative Care ————— 50% (After deductible)

Contract Maximum per member per year ————— \$1500.00

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

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

E. — Flex Benefit Plan

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

ARTICLE XXI
Duration and Signature

Section 1 – This Agreement shall be effective July 1, 2021, and shall continue through June 30, 2025, for all articles, provisions, and appendices.

Section 2 – **Effective the first full pay period in July 2021, wages for each employee will be increased by 2.75% for Civilian, Court Security Officers and 2.75% for Sergeants. Effective the first full pay period in July 2022, wages for each Civilian and Court Security Officers will be increased by 2.75%. Sergeants will be increased by 2.75 %. Effective the first full pay period in July 2023, wages for each Civilian and Court Security Officers will be increased by 2.75% Sergeants will be increased by 2.75%. For the 2024-2025 year the parties agree to a wage reopener.** This Agreement shall continue in effect from year to year thereafter unless one of the parties Seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 1st of the year prior to the time when modification is desired. The notification in writing is jurisdictional, but after said notice is timely served by any party, either party may thereafter offer any modification of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives this ____ day of _____ 2021.

WOODBURY COUNTY, IOWA

COMMUNICATIONS WORKERS
OF AMERICA
(Civilians)

By: _____
Chairman, Board of Supervisors

By: _____
CWA Representative

By: _____
CWA Local 7177 President

By: _____
Bargaining Committee

By: _____
Bargaining Committee

By: _____
Bargaining Committee

By: _____
Bargaining Committee

Article 9

Section 12 – Total compensatory time may be accumulated to a maximum of one hundred sixty (160) hours. Total compensatory time is calculated by adding regular compensatory time and what has been called holiday compensatory time (Section 8 above). After an employee has accumulated one hundred sixty (160) hours of total compensatory time, all overtime work shall be compensated in cash. **Compensatory time in excess of 84 hours must be used by February 10th or any time in excess of 84 hours will be paid in cash prior to March 1st**

ARTICLE XVI **Shift Differential**

A. Shift Differential

Section 1 – Any employee whose regular shift begins after 1:30 p.m. and ends before 11:00 p.m. (mid-shift employees), in addition to their regular compensation, shall be paid a shift differential of fifty cents (\$.50) per hour for each such regular hour worked.

Section 2 – Any employee whose regular shift begins after 9:00 p.m. and ends before 7:00 a.m. (night-shift employees), in addition to regular compensation, shall receive a shift differential of forty cents (\$.40) per hour for each such regular hour worked.

Section 3 – Any employee assigned to 12 hour shifts whose regular shift begins after 6:00 p.m. and ends before 6:00 a.m., in addition to their regular compensation, shall be paid a shift differential of fifty cents (\$.50) per hour for each such regular hour worked.

Section 4 – Any employee who is assigned to the power shift, in addition to regular compensation, shall be paid a shift differential with an equal number of hours compensated under Section 1 and Section 2 of this Article.

Section 5 – This shift differential shall not change the basic hourly rate of pay for computing overtime, callback, or court appearance pay and shall not be paid as additional compensation for overtime, callback, or court appearances.

Remove Article V, VII, XIV, XVI (except Section A, Article XVI shall be Shift Differential), XVII

Any Article/Sections not addressed in this TA shall remain the same (current contract).

Bonnie Winther

Chris C. White