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Agreement

Between

City of Hiawatha Maintenance Department

and

The Chauffeurs, Teamsters and Helpers Local Union 238

July 1, 2018 through June 30, 2019

City of Hiawatha Maintenance Department

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AGREEMENT

This Agreement made and entered into by and between the City of Hiawatha, Iowa hereinafter referred to as the "Employer" and Chauffeurs, Teamsters and Helpers Union Local 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" or its successors.

ARTICLE 1
PURPOSE

Section 1.1
The purpose of the City of Hiawatha and the Union in entering into this Agreement is to set wages, and other conditions of employment so as to promote harmonious relations between the employees and the City of Hiawatha.

ARTICLE 2
RECOGNITION

Section 2.1
Employees covered under this Agreement include all full-time public service employees in the maintenance department including Equipment Operator/Laborer and Foreman. All other employees of the Water Department, Supervisors, and all others excluded by the Act.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1
In addition to all powers, duties and rights of the Employer established by constitutional provisions, statute, ordinance, charter, special act or common law, the Union recognizes the powers, duties and rights which belong solely, exclusively and without limitation to the Employer, to-wit:

(a) The right to discipline.

(b) The right to enforce and require employees to observe rules and regulations set forth by the Employer.

(c) The right to set working hours.

(d) The right to determine maintenance department procedures and working rules.

(e) All other rights specifically mentioned at Chapter 20.7, Code of Iowa.

Provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 3.2
The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4
UNION RIGHTS AND RESPONSIBILITIES

Section 4.1
The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for employment and fair compensation; the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following:

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

(b) That it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public.

Section 4.2
The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

ARTICLE 5
UNION REPRESENTATIVES

Authorized representatives of the Union upon notice, either written or by personal contact, given to the City Administrator may visit the Public Works Facility and confer with employees. If such Union representatives desire to confer with a Union Steward or any employee, he must first notify the city superintendent. If the city superintendent is unavailable, the Union representative must notify the city administrator.

ARTICLE 6
SALARIES AND WAGES

Section 6.1
Following is the salary schedule for fiscal year July 1, ~~2017~~ 2018 through June 30, ~~2018~~2019:

	07/1/17	7/1/18
Probationary (1st 6 Months)	$20.59	$21.21
After Probationary	$23.39	$24.09
After Two Years	$24.36	$25.09
Foreman		
Probation	$25.06	$25.81
After One Year	$25.78	$26.55

If the employer hires an employee off the street for the Foremen's position that employee would serve a one (1)-year probation. If hired from the Employer's existing work force, the probation period would be six (6) months.

ARTICLE 7
GRIEVANCE PROCEDURE

Within seven (7) days of the acceptance of this contract by both parties, a joint labor relations and grievance committee (Committee) shall be established which shall consist of two members selected by the City and two members from the Hiawatha City Workers bargaining unit. This Committee shall hold meetings as called and shall be empowered in good faith to interpret this contract and consider any grievance, and adjust any actual grievance arising hereunder. The meetings shall be held after first shift working hours.

A grievance, defined as a disagreement on the part of the Union or any employee in regard to the interpretation and application of the specific terms of this Agreement, arising under this contract will be administered without prejudice by either party in the following manner:

Step 1. The aggrieved employee, by himself or with the steward, will discuss the grievance with the supervisor. Any complaint or grievance not taken up with the supervisor within forty-eight (48) hours (holidays and Sundays excluded) after the basis for the grievance is known to the employee shall be considered waived and no further consideration of the grievance may be given.

Step 2. If the grievance is not resolved within three (3) days after notifying the supervisor, a written grievance must be filed with the City Administrator, with a copy to the City Mayor within five (5) work days from the date the immediate supervisor is notified. If the grievance is not satisfactorily adjusted within three (3) days thereafter, the grievance procedure will move to Step 3.

Step 3. The aggrieved party shall notify the City Administrator and City Mayor, in writing that the grievance is to be presented to the Joint Labor Relations and Grievance Committee. The Committee shall meet within seven (7) days and attempt to adjust the grievance.

Step 4. If the Committee is unable to resolve the grievance within a reasonable period of time not to exceed two weeks, the grievance may be referred to arbitration at the request of either party.

Unless the Employer and the Union agree, an arbitrator shall be selected as follows:

(1) The Union shall select five arbitrators from any recognized arbitration service and

(2) The Employer shall select five arbitrators from any recognized arbitration service.

From this panel of ten arbitrators, five shall be chosen by lottery. At this point, four strikes will be exercised to appoint the arbitrator who will adjust the grievance. The Union will exercise the first of four alternating strikes. The arbitrator remaining after four strikes have been exercised will adjust the grievance. Both the Employer and the Union shall provide their respective five names for the panel of ten within seven working days after the effective date of this collective bargaining agreement.

The scope and authority of the panel shall be limited solely to the interpretation of this contract, and any decision made by the arbitrator shall not have the effect of adding to, subtracting from, nor modifying in any degree, any provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties, and the fees and expenses, if any of the arbitrators shall be borne equally by the parties to this agreement.

ARTICLE 8
SAVINGS CLAUSE

Section 8.1
Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

ARTICLE 9
GENERAL CONDITIONS

Section 9.1
This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 9.2
This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, agreed that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 9.3
This Agreement shall be a one (1) year agreement effective July 1, ~~2017~~ 2018 through June 30, ~~2018~~ 2019 due to wages and other matters mutually agreed upon.

Section 9.4

This Agreement shall continue in effect upon annual negotiations 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 November15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served; either party may offer any modification of Agreement.

Signed this _____ day of _____, ~~2017~~2018.

CHAUFFEURS, TEAMSTERS AND HELPERS
CITY OF HIAWATHA, IOWA LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS

_____	_____
Secretary-Treasurer	Mayor
_____	_____
Business Representative	City Administrator
_____	
Rob Opfer Committee Person	

DRAFT

RESOLUTION NO. 18-
City Council

RESOLUTION APPROVING THE TEAMSTERS LOCAL UNION 238 CONTRACT AGREEMENT FOR CITY OF HIAWATHA MAINTENANCE DEPARTMENT FROM JULY 1, 2018 THROUGH JUNE 30, 2019

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA: that the one (1) year July 1, 2018 through June 30, 2019 contract agreement between the Hiawatha Maintenance Department (Public Works) and The Chauffeurs, Teamsters, and Helpers Local Union 238 is hereby accepted, and the Mayor and City Administrator are authorized to sign the contract.

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 4th day of April, 2018.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kelly Kornegor, City Clerk