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Agreement

Between

City of Hiawatha Maintenance Department

and

The Chauffeurs, Teamsters and Helpers Local Union 238 ~~**Teamster Local 238**~~

July 1, 2017 through June 30, 2018

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, ~~hours, working conditions~~ 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, ~~2016~~ 2017 through June 30, ~~2017~~2018:

	~~7/1/16~~07/1/17
Probationary (1st 6 Months)	$~~20.19~~20.59
After Probationary	$~~22.93~~ 23.39
After Two Years	$~~23.88~~ 24.36
Foreman	
Probation	$~~24.57~~25.06
After One Year	$~~25.27~~ 25.78

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.

~~Longevity Pay:~~
~~Longevity pay will be paid on the first regular pay period following the employee's employment anniversary date. Longevity pay will be accrued in six (6) year increments in the following amounts:~~

~~Longevity:~~	~~Amount~~
~~After completion of 5 years of service~~	~~$.12 per hour increase~~
~~After completion of 10 years of service~~	~~$.12 per hour increase~~
~~After completion of 15 years of service~~	~~$.12 per hour increase~~
~~After completion of 20 years of service~~	~~$.12 per hour increase~~
~~After completion of 25 years of service~~	~~$.12 per hour increase~~
~~After completion of 30 years of service~~	~~$.12 per hour increase~~

~~Stand-by Pay:~~
~~Each employee shall be paid one and one-half (1 1/2) times their hourly rate for those weekends when they are scheduled and actually perform work for those hours worked. In addition, they shall accrue two (2) hours per day during weekends and holidays while carrying pager and those hours will automatically be taken the following last day of the normal work week unless scheduled to work by the foreman or supervisor. (Example: two (2) day weekend, the hours off would be four (4) hours off~~

~~the last day of week, unless scheduled with foreman or supervisor)~~

~~ARTICLE 7~~
~~JURY DUTY~~

~~Section 7.1~~

~~An employee required to appear in court to fulfill the requirements of court ordered jury duty, shall be reimbursed the difference between the jury pay and the employee's regular pay during the actual time of jury service. Such pay will be at regular rate of pay for the actual time to which the employee was required to be in attendance for jury duty and therefore was unable to report for their regularly scheduled work period. Such time shall not be in excess of 8 hours for any one day or 40 hours for any one week. The City of Hiawatha may require the employee to submit proof of jury duty attendance.~~

~~ARTICLE 8~~
~~STANDARD WORK WEEK~~

~~Section 8.1~~

~~The employee's work week shall consist of five (5) consecutive days Monday through Friday with their current normal starting and quitting time for all employees working as of July 1, 1997.~~

~~Section 8.2~~

~~As of July 1, 1997 all new employees standard work week starts on Monday at 0001 and ends Sunday at 2400. Work shifts that commence prior to 2400 Sunday and continued through 0001 Monday shall be as hours worked in the work week in which the work began.~~

~~Section 8.3~~

~~Modified schedules may be established at the discretion of the department head and approval of the employee.~~

~~ARTICLE 9~~
~~OVERTIME~~

~~Section 9.1~~

~~Overtime consists of scheduled or emergency work performed in excess of the normal work period provided the normal work period is a minimum of eight (8) hours in a given day and forty (40) hours in a given week. Employees called in after regular work hours shall be paid a minimum of two (2) hours overtime provided the normal work period requirements have been met.~~

~~Section 9.2~~

~~Accrual of compensatory time off hours shall not exceed eighty (80) hours cumulative; compensatory time off hours must be scheduled during the same fiscal year as the overtime period worked; the employee waives his right to compensatory time off upon notice of termination by either the employee or the City. Earned compensatory time off not utilized will be compensated by wages at the overtime rate. Compensatory time may not be accrued over forty (40) hours at one time.~~

~~Section 9.3~~
~~Time and one-half (1 1/2) shall be paid for all work performed in excess of eight (8) hours per day, regardless of the starting time of the shift. The work week shall be a forty (40) hour week.~~

~~ARTICLE 10~~
~~HOLIDAYS~~

~~Section 10.1~~
~~Listed below are the paid employee holidays:~~

~~Independence Day~~
~~President's Day~~
~~Labor Day~~
~~Good Friday~~
~~Thanksgiving (2 days)~~
~~Memorial Day~~
~~Christmas (2 days)~~
~~Two (2) personal days scheduled with supervisor~~
~~New Years (2 days)~~

~~Hours actually worked on a holiday will be paid at two (2) times the employee's regular rate.~~

~~ARTICLE 11~~
~~CLOTHING ALLOWANCE~~
~~UNIFORM - MILEAGE - EXPENSES~~

~~Section 11.1~~
~~The City will provide five (5) clean uniforms for each week of work at no cost to the employee (winter and summer). All employees will maintain a presentable appearance at all times, including clean clothes and personal hygiene.~~

~~Section 11.2~~
~~Mileage: The City of Hiawatha will compensate an employee at the IRS rate per mile when the employees are required to provide their own transportation in order to perform their job function when authorized by the City Administrator prior to use of personal vehicles.~~

~~Section 11.3~~
~~Expenses: Employee shall obtain prior approval before incurring any expenses in the line of duty and thereafter shall be reimbursed by the City provided the employee files the bill with the City Administrator.~~

ARTICLE 12
GROUP HEALTH, DENTAL, VISION AND LIFE INSURANCE

Section 12.1
The City will offer full time employees who are eligible, single and dependent health insurance coverage. Those employees who elect single coverage will contribute ten dollars ($10.00) toward the cost of the monthly single premium rate. Those employees who elect employee/spouse/dependent will contribute twenty ($20.00) toward the monthly premium rate. Employees who elect family coverage shall contribute twenty-five dollars ($25.00) toward the cost of the monthly family premium rate.

No reimbursement toward the deductible but the city will provide a 125 plan.

The employee contribution to the health plan will be through a payroll deduction for their choice of coverage for single or dependent coverage.

Section 12.2
The City shall provide ten thousand dollars ($10,000) life insurance for full time employees; coverage to be on or off the job, with an additional ten thousand dollars ($10,000) for accidental death of an employee.

The City shall provide Group Life Insurance with Accidental Death and Dismemberment in the amount of no less than ten thousand dollars ($10,000) for full time employees and while on duty for the City. Employees may obtain extended coverage through the City by paying the cost of the added coverage at the rates negotiated by the City. The City shall provide worker's compensation insurance coverage for all city employees.

Section 12.3
The City will provide at no cost to the employees a disability program for illness or accident away from work with a maximum payment to the employee of $150 and a long-term disability program for illness or accident away from work with a payment of 60% of monthly earnings, reduced by deductible income, and a $3,000 maximum monthly benefit.

Section 12.4
Employees (and their spouses) under this agreement shall be eligible for group Hospitalization and major medical coverage upon retirement as stated in the City of Hiawatha Employees Policy Manual Adopted March 15, 2006.

ARTICLE 13
SICK LEAVE

Section 13.1

~~Accrual. Employees shall be entitled to sick leave of eight (8) hours for each one hundred sixty (160) standard hours worked with an accrual limit of ninety-six (96) hours per annum and an aggregate limit of nine hundred sixty (960) hours.~~

~~Section 13.2~~
~~Eligibility. All City employees are eligible for sick leave. Accrual shall be calculated from the hire date but shall be awarded on the basis of four (4) hours for each eighty (80) hours worked after the first one hundred sixty (160) standard hours worked.~~

~~Section 13.3~~
~~Compensation. An employee eligible for sick leave with pay may use such sick leave, upon approval, for absence due to illness or injury. An employee requesting sick leave shall inform the City Office or Supervisor of the fact and the reason therefore, no less than one (1) hour before starting office hours, or at the time of illness if on duty. Failure to do so may be cause for denial of pay for the period of absence. A doctor's certificate may be required before approving sick leave with pay. Before payment is made for leave periods of five (5) days or more in succession, medical certification shall be required. Sick leave may be used for absence due to physical examinations or medical treatment, but only in units of full hours (one hour or more).~~

~~Any sick leave accumulated by an employee over 720 hours and less than 960 hours will be paid at the employees' current rate of pay to the employee upon his retirement or termination.~~

~~Section 13.4~~
~~All paid leave will be used in the computation of overtime.~~

~~Section 13.5~~
~~Employees will be allowed to use forty (40) hours of accumulated sick leave for the care of an immediate family member due to illness or injury per year.~~

~~ARTICLE 14~~
~~VACATIONS~~

~~Section 14.1~~
~~Vacation Schedule.~~

~~Years of Completed Service~~	~~Annual Accrual Rate~~	~~Pay Period Accrual Rate~~
~~6 months~~	~~40 Hours~~	~~1.54 Hours~~
~~1 Year~~	~~80 Hours~~	~~3.08 Hours~~
~~3 Years~~	~~120 Hours~~	

~~4.62 Hours~~

~~10 Years 160 Hours~~
~~6.15 Hours~~

~~18 Years 200 Hours~~
~~7.69 Hours~~

~~Section 14.2~~
~~Vacation weeks may be held over up to two (2) weeks, but only with the written consent of the City Administrator.~~

~~Section 14.3~~
~~Bid vacations by seniority by July 15 each year. After this date first come first serve.~~

~~ARTICLE 15~~

~~FUNERAL LEAVE~~

~~Section 15.1~~
~~Up to three (3) working days of leave with pay (not charged to other leave time) may be granted to full-time employees upon request to make arrangements for and attend funeral services of the employee's spouse, children, step-children, son/daughter-in-law, mother, father, step-mother/father, sister, step-sister, brother, step-brother, grandparents, step-grandparents, grandchildren, step-grandchildren and legal dependents. One (1) additional day may be allowed for travel, upon approval of City Management. Additional days off may be taken, with the Supervisor's approval, as accumulated vacation, sick leave, or compensation time.~~

~~Up to three (3) working days of leave with pay (not charged to other leave time) may be granted to employees upon request to make arrangements for and attend funeral services for the following relatives of his/her spouse: children, step-children, mother, father, step-mother/father, grandchildren, step-grandchildren and legal dependants.~~

~~Leave of one (1) day may be granted in the event of the death of an employee's aunt, uncle, niece and nephew. Additional days off may be taken, with the Supervisor's approval, as accumulated vacation, sick leave, or compensation time.~~

~~Leave of one (1) day may be granted to an employee in the event of the death of the following relatives of his/her spouse: brother, step-brother, sister, step-sister, grandparents, step-grandparents, aunt, uncle, niece and nephew. Additional days off may be taken, with the Supervisor's approval, as accumulated vacation, sick leave, or compensation time.~~

~~To attend funerals of other relatives and friends, unused personal time or a day of accrued vacation may be used for this purpose with your Supervisor's approval. You may take up to one (1) full day~~

~~without pay, if no accrued leave exists, again with your Supervisor's approval.~~

~~Funeral leave pay will only be made to employees for actual time spent away from work for the funeral or its arrangements. For example, if the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to paid funeral leave. You must inform your Supervisor~~ ~~**immediately during your time off**~~ ~~of the situation for accurate payroll accounting.~~

~~Bereavement pay will be based on normal scheduled hours.~~

~~Section 15.2~~
~~An employee may be allowed time off with pay to attend the funeral of a fellow worker who was currently employed in the same department provided, however, such permission is granted by the supervisor or department head.~~
~~ARTICLE 16~~
~~MILITARY LEAVE~~

~~Section 16.1~~
~~Military leave, with pay, shall be granted as is required by state or federal law.~~

~~Section 16.2~~
~~In those situations in which Section 29A.28 of the Code of Iowa is deemed applicable, said section shall determine the compensation of the involved employee. In all other situations, during hours the employee normally works for the City, the City will reimburse the employee the difference between the military pay and the employee's normal base pay, provided the City base pay is higher.~~

~~ARTICLE 17~~
~~TRAINING AND EDUCATION~~

~~Section 17.1~~
~~Training requirements and programs shall be established by the City. Training during regular hours shall be paid for as any other work assignment. When mandatory training must be taken outside of the employee's normal working hours, the employee shall be granted compensatory time off with pay at the rate of one and one-half (1 1/2) times his basic hourly rate for any hours worked over forty (40) hours during the work week. The City shall, as required, pay for or provide transportation, subsistence and tuition for training purposes.~~

~~Section 17.2~~
~~Employees may apply for educational reimbursement for taking educational courses, which the City determines, are job related and will improve the employee's performance. The City will pay the full cost for tuition fees and text material of approved courses.~~

~~The Procedure for this educational benefit is:~~

~~Successful completion of the course which is defined as receiving a grade equivalent of "C" or higher.~~

~~2. Agreement to repay the full cost of the City upon resignation within three (3) years after completion of the courses(s).~~

~~3. Employees who are laid off shall not be required to repay tuition reimbursement within three (3) years.~~

~~ARTICLE 18~~
~~LAWSUITS~~

~~Section 18.1~~
~~The City shall defend, save harmless and indemnify employees as required by Chapter 316A of the Code of Iowa unless outside the scope of his or her duties as determined by City.~~

~~ARTICLE 19~~
~~USE AND MAINTENANCE OF CITY OWNED EQUIPMENT~~

~~Section 19.1~~
~~City owned vehicles and equipment will be maintained at a level which will insure reasonable safety and reliability. Rules with respect to the care and maintenance of equipment by employees and the City may be promulgated by the City, in its sole discretion.~~

ARTICLE ~~20~~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 21~~
~~PAY PERIOD~~

~~Section 21.1~~
~~Employees will be paid every other Thursday.~~

~~ARTICLE 22~~
~~UNION DUES/DEDUCTIONS~~

~~Section 22.1~~
~~The Employer agrees to deduct from the pay of all employee members of the Union, dues, initiation fees, and/or uniform assessments of the Local Union and agrees to remit to the Union all such deductions once a month provided written notification is received stating, at a minimum, the amount, reason, and starting date of deduction and containing an original signature of the employee.~~

~~The Employer agrees to abide by all Federal & State of Iowa laws.~~

ARTICLE ~~23~~8
SAVINGS CLAUSE

Section ~~23~~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 24~~
~~SAFETY~~

~~Section 24.1~~
~~Any safety equipment as determined by the City to be necessary for the performance of the job shall be furnished by the Employer at no cost to the employee and shall be worn and/or used by the employees.~~

ARTICLE ~~25~~9
GENERAL CONDITIONS

Section ~~25~~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 ~~25~~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 ~~25~~9.3
This Agreement shall be a one (1) year agreement effective July 1, ~~2016~~ 2017 through June 30, ~~2017~~ 2018 due to wages and ~~group insurance~~other matters mutually agreed upon.
Section ~~25~~9.4
This Agreement shall continue in effect ~~from year to year thereafter~~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 ~~September~~ 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 _____, ~~2016~~2017.

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. 17-
City Council

RESOLUTION APPROVING THE TEAMSTERS LOCAL UNION 238 CONTRACT AGREEMENT FOR CITY OF HIAWATHA MAINTENANCE DEPARTMENT FROM JULY 1, 2017 THROUGH JUNE 30, 2018

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA: that the one (1) year July 1, 2017 through June 30, 2018 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 5th day of April, 2017.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kari Graber, Deputy Clerk