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CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jun 4, 2024

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 130-2024 - Approve Collective Bargaining Agreement with Ottumwa Municipal Employees Union, Teamster's Local #238

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution #130-2024.

DISCUSSION: Our current Collective Bargaining Agreement with the Ottumwa Municipal Employees Union is expiring June 30, 2024. Attached is the updated Agreement by and between the City of Ottumwa, Iowa and the Teamsters Local 238, representing Municipal Employees, commencing on July 1, 2024 and continuing through June 30, 2026.

This contract has been reviewed, voted upon and ratified by the union membership. A summary of the agreed upon revisions follows:

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

Items to note that changed in the contract:

1) 2-year contract

2) Update contract to they/theirs instead of she/his

3) Article 7 – Sick

- a. Update to “sick pay”
- b. Dependent sick leave change to 80 hours to match rest of the City
- c. Section 9 – remove – default will be to the leave of absence policy the City has already established

4) Article 8 – Incentive Pay

- a. Clarify incentive leave for full-time employees only

5) Article 9 – Leave with Pay

- a. Section 4 - Add “Upon approval of the department head, the employee may use the leave within 12 months of the date of death. The employee must provide the department head with as much advanced notice as reasonably possible prior to using the leave, and be able to provide acceptable evidence of the death, the employees relationship to the deceased and that the service is being attended. Additionally, employees may not use this leave intermittently unless at the discretion of the department head or their designee.”

6) Article 10

- a. Section 1 - remove– default will be to the leave of absence policy the City has already established

7) Article 11 - Vacation

- a. Section 6 - Remove formula as employees are paid out their balances

8) Article 16 – Job Classification, Salary Schedules, and Longevity

- a. Remove current and replace with “Effective July 1, 2024, the employees covered by this Agreement shall follow the Classification & Compensation Administrative Guidelines contained in the City’s Compensation Handbook. A copy of this document is maintained and updated in the City’s personnel policies”

9) Article 17 – Probationary Period

- a. Section 2 – Remove “Part-time employees accrue no benefits other than those specifically addressed in this Agreement”.
 - i. Replace with “Part-time employees accrue benefits as stated in the respective sections in this agreement. Part-time employees may qualify for insurance benefits according to state and federal law.”

10) Article 18 – Hours of Work / Duty

a. Section 1 – remove and replace with:

b. The regular workweek for employees covered hereunder will be forty (40) hours. The regular workday (shift) will consist of eight (8) hours or ten (10) hours, normally worked consecutively, except for meals and similar authorized interruptions. The employee shall be allowed an unpaid one-half hour lunch break and two (2) paid fifteen (15) minute breaks that cannot be combined with the lunch hour.”

c. Remove section 2

d. Add section 3 – Employees are required to punch in and out when taking their lunch breaks. Employees are not required to punch in and out for their paid breaks as they are recallable to work at any time during said breaks.

11) Article 19 – Overtime

a. Section 2 – remove current and replace with:

i. Employees will receive time and one-half (1 ½) for all hours worked in excess of forty (40) hours per week. Overtime pay is not allowable for attendance of conventions, meetings or business trips.

ii. In the event of call-backs, employees will receive time and one-half (1 ½) and be guaranteed two (2) hours work. The guaranteed two (2) hours of call-back pay is only allowed if the employee is called back after their shift has ended. In the even the employee is called in early to their shift, the employee will be paid time and one-half (1 ½) for the amount worked and will not be guaranteed the two (2) hours of call-back pay.

b. Add section - There will be no pyramiding of overtime in that any hours for which overtime or premium pay has been paid, will not be included or counted as hours worked for the purpose of determining further overtime or further premium pay under this Agreement. A change in work schedules or trade off of work assignments or other rescheduling of work assignments requested by an employee, when approved by the Employer, which results in work assignments within a workday in addition to the regularly scheduled shift of an employee, will not be considered overtime.

c. Section 6 - remove

12) Exhibit A - Wages

a. Remove as per notes in Article 16

RESOLUTION NO. 130-2024

RESOLUTION AUTHORIZING THE APPROVAL OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OTTUMWA, IOWA AND OTTUMWA MUNICIPAL EMPLOYEES UNION, TEAMSTER'S LOCAL #238

WHEREAS, the City of Ottumwa, Iowa had approved a Collective Bargaining Agreement between the City of Ottumwa and the Ottumwa Municipal Employees Union, Teamster's Local #238 on February 4, 2020 commencing on July 1, 2020 through June 30, 2024 and;

WHEREAS, a retention and recertification election was conducted in October 2023 and ordered on November 13, 2023 that Teamsters #238 is recertified as the exclusive bargaining representative of the bargaining unit of Municipal Employees of the City of Ottumwa, and;

WHEREAS, staff has drafted an updated Collective Bargaining agreement along with the Ottumwa Municipal Employees Union, Teamster's Local #238 to meet the needs of both employee and employer and finds that approval of said collective bargaining agreement, as revised, would be in the best interest of the City and the employees of the City, and;

WHEREAS, the Ottumwa Municipal Employees Union, Teamster's Local #238 held a vote and has ratified the updated Collective Bargaining agreement, and;

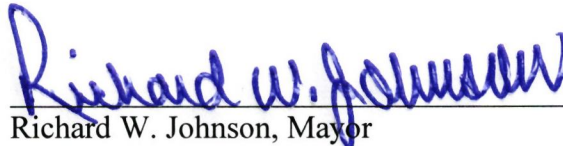
WHEREAS, the City Council of the City of Ottumwa, Iowa desires to approve the new Collective Bargaining Agreement

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the attached tentative agreement for the Collective Bargaining Agreement by and between the City of Ottumwa, Iowa and the Ottumwa Municipal Employees Union, Teamster's Local #238 is hereby ratified.

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor is hereby authorized and directed to execute said tentative agreement.

PASSED, ADOPTED and APPROVED this 4th day of June 2024.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF OTTUMWA

AND

MUNICIPAL EMPLOYEES UNION
TEAMSTER'S LOCAL #238

FOR THE PERIOD
OF
JULY 1, 2024 THROUGH JUNE 30, 2026

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This agreement made and entered into this first day of July 2024, by and between the CITY OF OTTUMWA, IOWA, a municipal corporation, hereinafter referred to as Employer, or City, and TEAMSTERS LOCAL 238, referred to hereinafter as Union or Local 238 (Municipal).

ARTICLE 1 - PURPOSE OF AGREEMENT

It is the purpose and intent of this agreement to set forth here in the agreement covering the rates of pay, hours of work and conditions of employment to be observed by the parties hereto.

ARTICLE 2 - LAWS APPLICABLE

This agreement is made, executed and entered into pursuant to and under authority of the Constitution and the common and statutory laws of the State of Iowa, and any part of this Agreement which conflicts shall be null and void and of no force and effect.

ARTICLE 3 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining with respect to salaries, wages, hours of employment and other conditions of employment for all of its employees in the bargaining units established and certified pursuant to the order of the Public Employment Relations Board of the State of Iowa, Cases No.1763.

The designation "members" refers to all clerical employees of the City of Ottumwa, Clerk (full-time and regular part-time), Payroll Clerk, Accounting Clerk, Accounting Clerk II, Housing and Building Code Inspector, Housing Technician, Environmental Health Specialist, Building Inspector, Beach Concessions Manager (regular part-time), Parking Meter Attendant (regular part-time), and Gatekeepers (regular part-time).

ARTICLE 4 - DURATION OF AGREEMENT

This agreement shall be in effect from and after 12:01 A.M. July 1, 2024, until 11:59 p.m. on June 30, 2026 and from year to year thereafter, unless either party hereto gives the other party written notice of its desire to terminate or modify the same on or before September 15th of the preceding year.

ARTICLE 5 - NEGOTIATIONS

Section 1. Employer will meet with the union with respect to establishing wages, hours, and working conditions of employment as necessity requires, except that with concern of wages and hours of employment as same affect the budget of Employer, said negotiations concerning same shall be annually and shall commence prior to October 15 and shall be concluded prior to time permitted for submission and certification of said budget to the Auditor of Wapello County, Iowa. Such other conferences and meetings as are required concerning such matters as the interpretation of this Agreement, working conditions and grievances, shall be held pursuant to the terms of this Agreement, and if not so provided, may be held at the call of either party of this Agreement at an agreed upon time and place.

Section 2. The following general procedures shall govern such negotiations and conferences:

- (a) Conference and negotiation participation shall be limited to not more than five (5) representatives from the Union. The Employer shall be represented by such members of its Council, as it deems necessary. In addition, each party may utilize a secretary and such expert or professional representatives as said party deems necessary. However, due to the fact that it is desirable by both parties that said meetings be efficient and orderly, private citizens representing either party

shall be present only upon agreement of both parties. The City will schedule the times at which meetings will be held. Nothing contained in this section shall be deemed to infer the desire or agreement by the parties to the violation of Chapter 28A of the Code of Iowa, as amended known as the Open Meeting Law and said law shall be adhered to if and where mandated.

- (b) Interpretations and agreements reached by such negotiations shall take the form of a written agreement or amendment thereto or personal memoranda approved by the Employer and issued by the Department Head thereof, which, if necessary, shall supplement the personnel rules and procedures of the Employer.
- (c) Any employee of the Union or their designated representative has the right to discuss with the Department Head of Employer, the terms of their employment or their working conditions, but no individual agreement shall be made between said Department Head and said employee which violates the terms of any personnel memoranda issued by the Department Head as a result of the negotiations with Union or that will violate the terms of this Agreement or any amendment thereto.

Section 3. Time spent by designated representatives of the Union in negotiations with Employer shall not be deducted from employee's pay if said negotiations are held during the normal working hours of said designated representatives.

ARTICLE 6 - LEGAL HOLIDAYS

Section 1. The following are declared to be legal holidays for members covered by this Agreement, which said legal holidays shall at all times be the same as those given to other employees for the City and said holidays are as follows:

- (a) New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas day, and one day before or after Christmas to be designated by the Mayor.

Section 2. When a holiday falls on Saturday, the holiday shall be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Section 3. Regular part-time employees will accrue holiday pay on a prorated basis based upon the number of hours budgeted in each fiscal year.

Section 4. When regular employees are required to work on a holiday, they will be paid at the rate of time and three-quarters (1.75) for time worked plus holiday pay.

ARTICLE 7 - SICK PAY

Section 1. All regular full-time or probationary employees earn sick pay at the rate of 7.39 hours per pay period. Regular part-time employees will accrue sick pay on a prorated basis based upon the number of hours budgeted in each fiscal year. Regular part-time employees' use of dependent sick pay will also be on a pro-rated basis. Sick pay may be granted only for absence from duty due to personal illness or legal quarantine. Up to 80 hours of sick pay per year may be granted for serious illness or injury to spouse or minor child. If the illness of the spouse or the minor child is an FMLA qualifying event, the Human Resource's Manager may approve additional sick pay in excess of the 80 hour cap.

Section 2. If an employee takes more than three (3) days sick pay in any ninety (90) calendar day period, the Employer may require a medical certification before employee may return to work, said

certification to be at the employee's expense. Failure to furnish said medical certification may result in the Employer beginning disciplinary procedures at Step 3 in Article 14 of this contract.

Section 3. No sick pay benefits shall be paid to employees for injuries incurred or received while the employee is working on the job of another employer, (moonlighting), except as provided under Section 8 below.

Section 4. Any employee injured while on duty for the City shall be paid full compensation for the first ninety (90) working days.

Section 5. Any employee injured on the job must report it at the time and day it happens.

Section 6. The Employer reserves the right to designate the physician, if so desired, to verify the certification of the employee's physician and the extent of their injuries.

Section 7. One (1) sick day annually may be used as a casual day to be taken with the authorization of the Department Head of Employer. No casual time will be permitted if another employee has to be called in and receives compensatory and/or overtime.

Section 8. Employee reporting off sick must do so prior to the start of employee's work shift by contacting their direct supervisor.

ARTICLE 8 - INCENTIVE PAY

Incentive pay in the amount of one (1) hour per two (2) week pay period shall be awarded for each two (2) week pay period in which a regular, full-time employee is not absent from work. An employee shall give twenty-four (24) hours' notice before taking an incentive day. One (1) incentive day may be carried over each year. Only legal holidays, vacation and incentive days will constitute an excusable absence. No incentive pay will be permitted if another employee has to be called in and receives compensatory and/or overtime.

ARTICLE 9 - LEAVE WITH PAY

The Department Head may authorize leave with pay, which will not be charged to vacation or sick pay, for the following reasons:

Section 1. For appearance in court, either as a member of the jury, or when required to appear as a witness, unless employee instigates the court proceedings, then said employee shall not be paid. When an employee appears during regular working hours and receives full pay from the City, any pay that the employee might receive except for mileage from the Court, will be turned over to the City Clerk's office.

Section 2. For attendance at an official meeting where the good of the City is involved, but within the budget allowance for this purpose.

Section 3. For active duty in any branch of the Armed Forces of the United States or the State of Iowa, for the period of such active state or federal services during the first thirty (30) days of such leave of absence in conformity with Chapter 29A.28 of the Code of Iowa, as amended.

Section 4. Employees may be granted bereavement leave in accordance with the following schedule and shall not have this leave deducted from any paid accrual banks:

- (1) Up to five (5) days for the death of a spouse, child or stepchild.

- (2) Up to three (3) days for the death of a parent, stepparent, sibling, grandchild or employee's own grandparents.
- (3) Up to one (1) day for the death of a father/mother-in-law, brother/sister-in-law, son/daughter-in-law or spouse's grandparents.

Regular part-time employees will accrue bereavement leave on a prorated basis based upon the number of hours budgeted in each fiscal year. Regular part-time employees will be granted bereavement leave on a pro-rated basis.

Upon approval of the department head, the employee may use the leave within 12 months of the date of death. The employee must provide the department head with as much advanced notice as reasonably possible prior to using the leave, and be able to provide acceptable evidence of the death, the employee's relationship to the deceased and that the service is being attended. Additionally, employees may not use this leave intermittently unless at the discretion of the department head or their designee.

Section 5. All leave with pay except those related to sickness or injury must be applied for in advance.

Section 6. Any employee on paid leave in excess of 90 consecutive days will not continue to accrue paid leave.

ARTICLE 10 - LEAVE WITHOUT PAY

Section 1. Persons called to serve full time in the Armed Forces of the United States will be considered to be on leave without pay for the duration of such service after the first thirty (30) days of such service in conformity with Chapter 29A.28 of the Code of Iowa, as amended, and will, upon discharge be reinstated to their former position or one similar to it without loss of seniority. Application for such reinstatement must be filed within thirty (30) days after discharge from the armed forces.

Section 2. An employee designated by the Union to represent it at an international, state or district meeting, which requires their absence from duty, shall be granted the necessary time off without pay. Under no event shall the number of employees exceed two (2).

Section 3. No person shall be discriminated against because of military service (including National Guard) requirements, but every person required to attend weekend drills shall notify the Employer in advance so employee's days off can be scheduled to fall on days of said drills or said employee shall make arrangements with the military unit to schedule drill on employee's days off.

Section 4. During an unpaid leave of absence, an employee receives no compensation; does not accrue seniority; and does not earn or collect vacation, sick leave or other benefits.

ARTICLE 11 - VACATION

Section 1. Each regular, full-time employee will earn two (2) weeks' vacation at the completion of one (1) year for first four (4) years of service.

Section 2. After the completion of five (5) years of service, employee shall be granted three (3) weeks' vacation.

Section 3. After completion of twelve (12) years of service, employees shall be granted four (4) weeks' vacation.

Section 4. After completion of twenty (20) years of service, employees shall be granted five (5) weeks' vacation.

Section 5. Employees may accumulate accrued vacation pay not to exceed the amount earned in one and one-half (1 1/2) years.

Section 6. A member who leaves the employment of the City and after giving two (2) weeks' notice of such termination of employment shall be compensated for all vacation pay accrued to date of separation.

Section 7. Probationary employees will accrue vacation pay, but not normally be permitted to use vacation pay until after the completion of the probationary period.

Section 8. Earning Rate:

<u>No. of Weeks</u>		<u>Hours per pay period</u>
2 weeks	-	3.08 hours per pay period
3 weeks	-	4.62 hours per pay period
4 weeks	-	6.15 hours per pay period
5 weeks	-	7.69 hours per pay period

Regular part-time employees will accrue vacation on a prorated basis based upon the number of hours budgeted in each fiscal year.

Section 9. All accrued vacation pay shall be paid to the family or estate of a deceased employee who has passed away while being in the employ of the Employer, but it is not required that said death have occurred on the job.

Section 10. Whenever an employee is called back from their vacation, they will be paid time and one-half (1 1/2) plus their vacation or paid time and one-half (1 1/2) and given another vacation, said choice the employee's.

Section 11. Vacation shall be granted at the time requested by the employee. If the nature of work or the operation of the Employer makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given the choice of vacation period. Vacation shall be scheduled according to seniority. Choice of vacation by senior employees shall be signed up for prior to April 1 of each year. If not signed up by April 1, the senior employees will not be allowed to displace any employee with less seniority who has already designated their choice.

Section 12. One (1) week notice must be given to the Department Head or their designee before taking any vacation, unless in an emergency situation.

ARTICLE 12 - EQUIPMENT CONDITION

No person employed by the City shall be forced to use equipment that is in an unsafe condition because of mechanical faults or that does not meet legal safety requirements of such equipment. Employees shall report the unsafe condition of any equipment immediately to their foreman or other appropriate supervisor.

ARTICLE 13 - PROHIBITIONS

Section 1. No person shall willfully or corruptly make any false statement, certificate or report in regard to any interview, certificate or appointment, or in any manner commit or attempt to commit any fraud preventing the impartial execution of the personnel rules.

Section 2. No person seeking appointment to or promotion in the City service shall either directly or indirectly give, render, or pay any money, service, or other valuable thing to any person for or on account of, or in connection with, their appointment, proposed appointment, promotion, or proposed promotion.

Section 3. There is no requirement that an employee live in a specific community or county. However, each employee is expected to report to work on time and at all times when their office/work station is in operation. While the employee's domicile is not a condition of employment, neither is it a justification for not reporting to work in a timely manner.

Section 4. An employee covered under this Agreement shall not be prohibited from obtaining extra employment, commonly known as "moonlighting", so long as said extra employment does not interfere with, hinder, restrict, or adversely affect the employee's duties with the City of Ottumwa, Iowa.

Section 5. All employees covered by this Agreement may be required to work in other departments covered by this Agreement for a continuous period of up to seven (7) calendar days. They will be compensated at the rate of the position filled, but not less than the rate of their regular pay. The transferred employees will be in reverse order of seniority.

ARTICLE 14 - DISCIPLINARY PROCEDURES

Section 1. Both parties of this Agreement recognize that discipline is necessary for the efficiency of the operation. Therefore, the parties have agreed upon steps of progressive discipline as follows.

1. Written warning;
2. Second written warning;
3. Suspension with loss of pay;
4. Demotion
5. Discharge

When the city determines the seriousness of the offense or condition warrants it, the City may suspend, demote, or dismiss the employee at any time for just cause. If an employee wishes to appeal their suspension, demotion, or dismissal, the employee must appeal to the Civil Service Commission as set forth in Chapter 400 of the Code of Iowa within fifteen (15) days. If the employee elects the complaint procedures of Civil Service, the grievance procedures of the contract shall not apply.

Section 2. Written warnings are automatically protested and any suspension, demotion, or discharge shall be taken up at the third step of the grievance process.

Section 3. Warning letters may only be used for disciplinary matters for a period of twelve (12) months.

Section 4. The employee will be permitted to see their personnel file upon request of at least 48 hours with the HR Manager or designee present. With written permission of the employee, the Union representatives may examine the employee's personnel file with the HR Manager or designee present.

ARTICLE 15 - GRIEVANCE PROCEDURES.

Section 1. A grievance is defined as a timely filed claim by an employee covered by this Agreement, which alleges that there has been a violation of a specific and express provision of this Agreement, by the City.

Section 2. Should an employee claim a grievance, it shall be processed in the following manner:

Informal Step: The employee shall first discuss the problem with the immediate supervisor in an attempt to resolve the problem informally. If the problem is not settled to the employee's satisfaction, the following procedure should be used.

Step One. An employee who claims a grievance shall reduce the grievance to writing by giving and signing a statement of facts, what is the issue, and what section of the contract was violated and what remedy the employee is seeking. The written grievance must be submitted to the immediate supervisor no later than seven (7) working days after the occurrence upon which the grievance is based. The immediate supervisor shall give a written answer to the aggrieved employee within seven (7) days after the grievance is presented to them.

Step Two. If the grievance is not settled in Step One and the grievant wishes to take the grievance forward, the grievant must submit the signed grievance to the Department Head or their designee within five (5) working days after receipt of the immediate supervisor's written answer. The Department Head will give a written answer to the aggrieved employee within seven (7) days after the grievance is presented to them.

Step Three. If the grievance is not settled in Step Two, the grievant may submit the grievance to the City Administrator within seven (7) working days of the receipt of the Department Head's written answer.

If requested by the grievant, the City Administrator will meet with the grievant who may, at their option, be accompanied by a Union representative, at a time mutually agreeable to the parties, and if a settlement is not reached, the City Administrator or their designee will provide a written answer to the grievant, with a copy to the Union, within ten (10) days following such meeting.

Step Four. If the grievance is not settled in accordance with the foregoing procedure, the Union and the grievant may submit the grievance to arbitration within ten (10) days after the receipt of their answer to Step Three. Said written notice must be signed by both the grievant and the authorized representative of the Union. Within ten (10) days after receipt of the notice, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, either may, within fifteen (15) days after receipt of the notice, request the Public Employment Relations Board to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) days after receipt of the panel, a coin flip shall determine which party shall strike the first name from the list, and thereafter, each shall, in that order, alternately strike a name from the list and the seventh and remaining person shall act as the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue their decision with thirty (30) days after the conclusion of the hearing.

The reasonable expenses, fees, and costs of the arbitrator shall be shared equally by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.

Section 3. All grievances shall be presented, discussed and processed during the grievant's non-working time, unless another time is mutually agreed to.

Section 4. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the City's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the City's specified representative to answer a grievance within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step.

Section 5. If any claim or complaint is filed in any form other than under the grievance procedure of this Agreement, then the City shall not be required to process the same or similar claim or set of facts through the grievance procedure.

Section 6. An employee may be represented at any stage of the grievance procedure by a Union representative.

ARTICLE 16 - JOB CLASSIFICATION, SALARY SCHEDULES, AND LONGEVITY

Section 1. Effective July 1, 2024, the employees covered by this Agreement shall follow the Classification & Compensation Administrative Guidelines contained in the City's Compensation Handbook. A copy of this document is maintained and updated in the City's personnel policies.

ARTICLE 17 - PROBATIONARY PERIOD

Section 1. The probationary period is considered an integral part of the examination process, all new appointments are subject to a probationary period of six (6) months. Seniority will be established back to the original employment date at the completion of the probationary period. Employees promoted or one who takes a job of higher classification will be subject to a ninety (90) day probationary period only to determine the ability to perform the duties within the new classification.

Section 2. Part-time employees are those who are scheduled to work less than forty (40) hours per week on a regular basis. Part-time employees accrue benefits as stated in the respective sections in this agreement. Part-time employees may qualify for insurance benefits according to state and federal law.

The Employer also agrees to give part-time employees first chance at full time employment should a vacancy exist and they have the qualifications including Civil Service eligibility, if applicable, and the ability to perform the job before hiring from the outside.

ARTICLE 18 - HOURS OF WORK/DUTY

Section 1. The regular workweek for employees covered hereunder will be forty (40) hours. The regular workday (shift) will consist of eight (8) hours or ten (10) hours, normally worked consecutively, except for meals and similar authorized interruptions. The employee shall be allowed an unpaid one-half hour lunch break and two (2) paid fifteen (15) minute breaks that cannot be combined with the lunch hour. In any week in which a holiday falls, employees working a four 10 hour day schedule will revert to a five 8 hour day schedule for that week.

Section 2. Employees are required to punch in and out when taking their lunch breaks. Employees are not required to punch in and out for their paid breaks as they are recallable to work at any time during said breaks.

ARTICLE 19 - OVERTIME

Section 1. When full-time employees are directed by supervisors to work extra time in addition to their regular working hours during emergencies, certified as such by the Department Head, they will be paid for such overtime. All overtime must be verified by official department records.

Section 2. The Department Head will pay the employee for the extra time served within the appropriate pay period. The overtime rate shall be computed on the basis of the established hourly rate for the classification, multiplied by one and one-half (1 ½).

Section 3. Employees will receive time and one-half (1 ½) for all hours worked in excess of forty (40) hours per week. Overtime pay is not allowable for attendance of conventions, meetings or business trips. For employees whose regular workweek consists of ten (10) hour days, overtime will be paid for hours worked over forty (40) hours in the workweek and over ten (10) hours per day.

In the event of call-backs, they will receive time and one-half (1 ½) and will be guaranteed two (2) hours work. Whenever an employee is called back, he/she shall be paid time and one-half (1 ½) for their complete initial call-back. The guaranteed two (2) hours of call-back pay is only allowed if the employee is called back after their shift has ended. In the event the employee is called in early to their shift, the employee will be paid time and one-half (1 ½) for the amount worked and will not be guaranteed the two (2) hours of call-back pay.

Section 3. Work performed on Saturdays (if other than a part of the regular workweek of the employee) or Sundays will be paid for at the rate of time and one-half (1 ½).

Section 4. Employees will be allowed to choose compensatory time or overtime pay when they work overtime. Overtime or compensatory time will be paid at time and one-half (1 ½).

Section 5. Overtime shall be offered by seniority. However, the City shall not be required to offer overtime to employees who are either on paid leave or on their regularly scheduled day off. Overtime will be offered within the respective divisions of each Department first.

Section 6. There will be no pyramiding of overtime in that any hours for which overtime or premium pay has been paid, will not be included or counted as hours worked for the purpose of determining further overtime or further premium pay under this Agreement. A change in work schedules or trade off of work assignments or other rescheduling of work assignments requested by an employee, when approved by the Employer, which results in work assignments within a workday in addition to the regularly scheduled shift of an employee, will not be considered overtime.

ARTICLE 20 - SENIORITY

Section 1. In addition to the seniority list required by Section 400.12 of the Code of Iowa, as amended, the City shall post said list on the applicable City Hall bulletin board. This list shall be maintained current on or before July 1 of each year. Any objection to this seniority list as posted shall be reported to the Chair of the Civil Service Commission and the Personnel Officer.

Section 2. State Law – The provisions of this Article shall be subject to the laws of the State of Iowa or the ordinance, resolutions, rules and regulations of Employer, and any conflict therewith shall

result in said provisions of this Article being of no force and effect and null and void with said laws of the State of Iowa or the ordinance, resolutions, rules and regulations controlling and being applicable.

ARTICLE 21 - MISCELLANEOUS

Section 1. The Employer will reimburse employees up to a maximum of \$120.00 per year for the purchase of approved safety boots where such are required by conditions of the position.

Section 2. The City is to provide copies of this contract without cost to the Union and all its members.

ARTICLE 22 - MANAGEMENT RIGHTS CLAUSE

It is recognized that, except as expressly stated herein in this Agreement, the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organizations 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 assign overtime; to determine whether goods or services shall 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, methods, equipment or facilities, and nothing shall diminish management's rights as set out in Section 20.7 of the Code of Iowa, as amended, except as hereinabove expressly stated in this agreement.

ARTICLE 23 - EMPLOYEES RIGHTS CLAUSE

It is recognized that, except as hereinabove expressly stated in this Agreement, employees shall retain whatever employee rights and authority as granted in Section 20.8 of said Code of Iowa, as amended.

CITY OF OTTUMWA

OTTUMWA MUNICIPAL EMPLOYEES UNION
TEAMSTER'S LOCAL #238

By: Richard W. Johnson
Richard W. Johnson, Mayor

By: Dan Custer
Daniel Custer, Business Representative

Date: 6/4/24

Date: 5-23-24

By: Gail Roberts
Gail Roberts, Employee Representative

Date: 5-23-2024

ATTEST:

Christina Reinhard
Christina Reinhard, City Clerk

Date: 6.4.2024

