

**received**  
5.2.24 11AM

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of : May 7, 2024

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

*My Ratto*  
City Administrator Approval

AGENDA TITLE: Resolution #103-2024 - Approve and authorize signature of MOU regarding Accrual Reset Dates leave between the City of Ottumwa and Teamsters local No. 238 for the Police Department.

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\*\*Public hearing required if this box is checked.\*\*

RECOMMENDATION: Pass and adopt resolution #103-2024.

DISCUSSION: Approve and authorize the mayor to sign the MOU between the City of Ottumwa and Teamsters local No. 238 for the Police Department.

We have been in talks with the other collective bargaining agreements to change all accrual reset dates to January 1st. Currently, there are three different dates depending on department and contract. This MOU sets the reset dates for all accruals to January 1st.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

RESOLUTION NO. 103-2024

RESOLUTION APPROVE ACCRUAL RESET DATES

WHEREAS, the City of Ottumwa, Iowa desires to update language in the Police Department contract regarding accrual reset dates; and

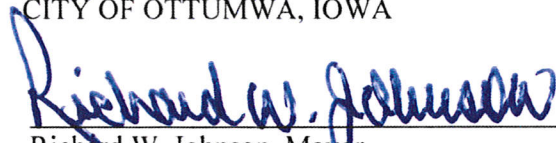
WHEREAS, the City of Ottumwa has reviewed and revised said MOU and finds that approval of said policies and procedures, as revised, would be in the best interest of the City and the employees of the City covered under Teamsters Local No. 238 for the police department, and;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA:

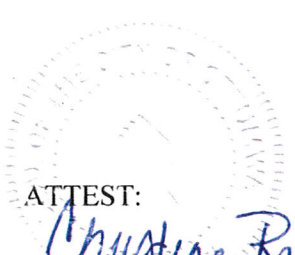

the said MOU, with an effective date of May 8<sup>th</sup> are hereby adopted by and for the City of Ottumwa, Iowa, and rescinding all others.

PASSED, ADOPTED and APPROVED this 7<sup>th</sup> day of May, 2024

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

MEMORANDUM OF UNDERSTANDING

Between

OTTUMWA, IOWA And

TEAMSTERS LOCAL NO. 238

Ottumwa, Iowa (hereinafter "the City") and Teamsters Local 238 (hereinafter "the Union") enter this Memorandum of Understanding.

WHEREAS, the City and the Union are parties to a collective bargaining agreement effective July 1, 2023 and continuing through June 30, 2028.

WHEREAS, in an attempt to align all resets to the calendar year for all employees and all types of accruals;

WHEREAS, the collective bargaining agreement (**Article 9, Section a**) states:

**“a. Police Officers shall receive 132 hours of holiday pay and Communication Specialists shall receive 88 hours of holiday pay on July 1st of each year for all recognized holidays in the upcoming year.”**

WHEREAS, the City and the Union agree to **change** section (**Article 9, Section a**) to:

**“a. Police Officers shall receive 132 hours of holiday pay and Communication Specialists shall receive 88 hours of holiday pay on January 1st of each year for all recognized holidays in the upcoming year.”**

WHEREAS, the collective bargaining agreement (**Article 9, Section e**) states:

**“e. Holiday pay not used by June 30th shall be forfeited.”**

WHEREAS the City and the Union agree to **change** section (**Article 9, Section e**) to:

**“e. Holiday pay not used by December 31st shall be forfeited.”**

WHEREAS the collective bargaining agreement (**Article 9, Section g**) states:

**“g. Employees who are hired after July 1st of each year will have holidays prorated based on the number of holidays that they are employed during that year.”**

WHEREAS the City and the Union agree to **change** section (**Article 9, Section e**) to:

**“g. Employees who are hired after January 1st of each year will have holidays prorated based on the number of holidays that they are employed during that year.”**

WHEREAS, on July 1, 2024, all current employees will be granted with seven (7) holidays (at their respective number of hours) that must be used by December 31, 2024 or they will be forfeited.

WHEREAS, any new employees hired will be pro-rated their number of holidays worked from their hire date through December 31, 2024.



WHEREAS, the collective bargaining agreement (Article 11, Section 9) states:

**“Section 9. The first payroll in December of each year, each employee shall be paid for 25% of accrued sick pay according to the following schedule:**

- **Police Officers working 2184 hours per year – Hours in excess of 2016, up to a maximum of 50 hours. Employee’s sick accrual will be reduced to 2016 hours.**
- **Communication Specialists working 2080 hours per year – Hours in excess of 1920, up to a maximum of 48 hours and the employee’s sick accrual will be reduced to 1920 hours.**

**November 1st of each year will be the date used for determining payment.”**

WHEREAS, the City and the Union agree to change section (Article 11, Section 9) to:

**“Section 9. The first full payroll in January of each year, each employee shall be paid for 25% of accrued sick pay according to the following schedule:**

- **Police Officers working 2184 hours per year – Hours in excess of 2016, up to a maximum of 50 hours. Employee’s sick accrual will be reduced to 2016 hours.**
- **Communication Specialists working 2080 hours per year – Hours in excess of 1920, up to a maximum of 48 hours and the employee’s sick accrual will be reduced to 1920 hours.**

**January 1st of each year will be the date used for determining payment.”**

WHEREAS, there will be no pay out of accrued sick time over the allotted hours in November of 2024. Employees will be permitted to carry over their current accrued sick time to the new payout date of January 1, 2025.

WHEREAS, Dependent Sick and Casual Sick will also reset as of January 1, 2025. On July 1, 2024, all current employees will be granted 40 hours of Dependent Sick and half their allotted casual sick (18 hours for 2080 hours annually and 24 hours for 2184 hours annually) to be used prior to December 31, 2024.

WHEREAS, the collective bargaining agreement (Article 12, Section 1, Compensatory time, section c) states:

**“Employees hired prior to July 1, 2016 may carry over the FLSA maximum amount of 480 hours. Effective July 1, 2016, new police department hires may accumulate up to a maximum of 150 hours of compensatory time. However, no more than 40 hours may be carried over after November 1st of each year. As of November 1st of each year, all compensatory time over 40 hours will be paid to the employee in the first full pay period of November.”**

WHEREAS, the City and the Union agree to change section (Article 12, Section 1, Compensatory time, section c) to:

**“Employees hired prior to July 1, 2016 may carry over the FLSA maximum amount of 480 hours. Effective July 1, 2016, new police department hires may accumulate up to a maximum of 150 hours of compensatory time. However, no more than 40 hours may be carried over after January 1st of each year. As of January 1st of each year, all compensatory time over 40 hours will be paid to the employee in the first full pay period of January.”**

WHEREAS, there will be no pay out of accrued compensatory time over the allotted hours in November of 2024. Employees will be permitted to carry over their current accrued compensatory time to the new payout date of January 1, 2025.

IT IS THEREFORE AGREED AS FOLLOWS:

The City and the Union will change Article 9, Section a; Article 9, Section e; Article 9, section g; Article 11, Section 9; and Article 12, Section 1, Compensatory time, section c

This MOU will be attached to the current Collective Bargaining Agreement and the adjustment will be incorporated for future collective bargaining agreements.

Richard W. Johnson  
FOR THE CITY Mayor

Jean Ray 186  
FOR THE UNION - President

[Signature] #191 - Steward

[Signature] 216 - Steward

[Signature] 10