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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. 129-2024 - Approve Collective Bargaining Agreement with Ottumwa Public Works Employees Union, Teamster's Local #238

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution #129-2024.

DISCUSSION: Our current Collective Bargaining Agreement with the Ottumwa Public Works 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 Public Works 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. 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. Section 3 – remove time
- 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 “up to one hour shall be allowed for lunch period” and replace with “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.”
 - b. Remove current section 3 and replace with – 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 4 – 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. Section 8 – change pay out to January instead of November of each year (to allow UKG to track and pay out properly)

c. Section 9 – Remove

d. 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.

12) Exhibit A - Wages

a. 3.2% COLA for FY25

b. 3% COLA for FY26

c. Remove last sentence and replace with – “Raises and payroll and benefit adjustments will be effective the date of the employee anniversary in position”.

RESOLUTION NO. 129-2024

RESOLUTION AUTHORIZING THE APPROVAL OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OTTUMWA, IOWA AND OTTUMWA PUBLIC WORKS 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 Public Works 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 Public Works Employees of the City of Ottumwa, and;

WHEREAS, staff has drafted an updated Collective Bargaining agreement along with the Ottumwa Public Works 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 Public Works Employees Union, Teamster's Local #238 held a vote and has approved the new Collective Bargaining Agreement, and;

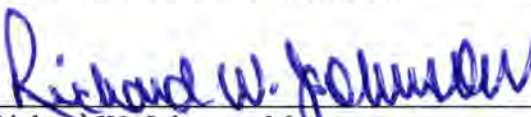
WHEREAS, the City Council of the City of Ottumwa, Iowa desires to approve the new Collective Bargaining Agreement

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 Public Works 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

OVER-THE-ROAD, CITY TRANSFER DRIVER'S
TEAMSTER'S LOCAL #238

(PUBLIC WORKS, PARKS, AIRPORT AND CEMETERY EMPLOYEES)

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, referred to hereinafter as Employer, or City; and the Over the Road City Transfer Drivers. Local 238, referred to hereinafter as Union or Local #238 (Public Works).

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 numbered 1604 and 1638.

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 of wages, hours and working conditions, and other 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 the submission and certification of said budget to the County Auditor of Wapello County. 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. 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 personnel 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 of the City and said holidays are as follows:

- (a) New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Martin Luther King Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas day.
- (b) One (1) day (eight (8) hours) the last working day before or after Christmas, as 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. If an employee is called in to work on the actual holiday that would fall on Saturday or Sunday, the employee would be paid at the overtime rate of 1.5 and would receive no holiday pay for that day.

Section 5. When an observed holiday for Sewer Plant Operators falls on an employee's regular scheduled day off, the employee shall be paid eight (8) hours for the observed holiday.

ARTICLE 7 - SICK PAY

Section 1. All regular full-time or probationary employees earn sick pay at the rate of two (2) working days for each month of service. Regular part-time employees will accrue sick pay on a prorated basis based upon the number of hours budgeted in each fiscal year. Sick pay may be granted only for absence from duty due to personal illness or legal quarantine, or death in the immediate family. Sick pay may be granted at the discretion of the Department Head or their designee for serious illness in the immediate family. For these purposes, immediate family is defined as including only the spouse, children, and/or a person living in the house hold and being dependent on the employee.

Section 2. If any 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 20 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. However, for the four Water Pollution Control shift operators only, each will be allowed eight (8) hours per year per operator that could result in another employee being called in and receiving 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 leave, 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 service 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 leave 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-la w, brother/sister-in-law, son/daughter-in-law or spouse's grandparents.

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

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.

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 the 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, employee shall be granted four (4) weeks' vacation.

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

Section 5. Employee may accumulate accrued vacation pay not to exceed the amount earned in one and one-half (1 ½) 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. Employees receiving an increase in vacation will accumulate as follows: Employees increase will take effect on the first day of the pay period closest to the date of the actual increase.

	No. of Weeks	Hours per pay period
	2 weeks-	3.08 hours per pay period
Earning rate:	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 of accrued vacation 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 ½) plus their vacation pay or paid time and one-half (1 ½) 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.

Responses to vacation requests received after April 1 will be given within 3 days, except for circumstances unseen by the Employer.

Section 10. 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. An employee shall establish their residence within a thirty (30) miles radius of the City.

Section 4. An employee covered under this Agreement shall not be prohibited from obtaining extra employment, commonly known as "moon lighting", 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 shall diligently and faithfully perform the service required of them as employees of the City of Ottumwa, Iowa, in their classification.

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

When the City determines the seriousness of the offense or condition warrants it, the City may suspend, demote or dismiss the employee 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 / foreman 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 / foreman no later than seven (7) working days after the occurrence upon which the grievance is based. The immediate supervisor/foreman 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 / foreman'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 within 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. If a meeting is held during work hours the employee will suffer no loss in pay.

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. Any employee temporarily assigned to another job of higher classification shall receive the pay of said higher classification, which said pay shall not be less than a full day's pay for each day or part of a day such employee is temporarily assigned to said job higher classification.

Section 2. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Exhibit A. The attached wage schedule shall be considered a part of this Agreement. When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step Three of the grievance procedure.

Section 3. The salaries and wages of employees shall be paid bi-weekly on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday. The salaries and wages of employees shall be computed on the basis of the established hourly rate for the employee's classification.

Section 4. Foremen may perform work of employees provided they do not displace any employee.

Section 5. No employee, by the terms of this Agreement, shall receive pay less than that set out in the salary schedule referred to in Section 6.

Section 6. Each employee covered by the terms of this Agreement shall be classified as to job title and paid in accordance with the following job classification and salary schedule attached hereto, marked Exhibit A, and made a part hereof by this reference. Any personnel action necessary to be taken to conform with this Agreement shall be taken. Classifications and job titles shall remain in full force and effect until changes by mutual agreement through negotiations as provided by this Agreement. Persons holding employment in the job classifications and titles as set out on said exhibit shall continue to hold the same until such time as said persons are transferred, promoted, demoted, terminated or have retired pursuant to the terms of this Agreement or the personnel rules of the Employer, whichever is applicable.

Section 7. All employees shall be paid \$25.00 per month for each five (5) years of service to be added to their base pay. Effective date shall be their anniversary date. Regular part-time employees will have pro-rated longevity based upon their budgeted hours as of their date of employment in that part-time position.

ARTICLE 17 - PROBATIONARY PERIOD

Section 1. The probationary period is considered an integral part of the examination process, all new appointments 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 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, normally worked consecutively, except for meals and similar authorized interruptions. The starting time for regular employees will be 7:00 a.m. Monday through Friday of each week, with the exception of employees designated to a different shift or workweek. All regular employees are subject to call twenty-four (24) hours a day, seven (7) days a week. 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. Fifteen (15) minutes clean up time shall be allowed at the completion of each shift.

Section 2. An additional night differential of twenty-five cents (\$0.25) for the second shift (3:00 p.m. to 11:00 p.m.) and thirty-one (\$0.31) for the third shift (11:00 p.m. to 7:00 a.m.) shall be paid to persons working these hours. This section pertains to regular scheduled employees only. An employee called back for snow removal will be paid said night shift differential starting with their second scheduled work shift.

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.

Section 4. For the purpose of snow removal only, the City can modify the shifts, and allow the bargaining unit members to bid on those temporary shifts by seniority and the City shall mandate overtime to the appropriate shift. Overtime for emergency snow removal for a full crew shall be based upon shift seniority, route and equipment. Overtime for emergency snow removal for a partial crew shall be based only upon seniority.

Section 5. During the summer months, the City can modify the shifts on no less than a weekly basis, with majority approval of the effected employees.

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. An employee may request compensatory time in lieu of overtime and compensatory time will be paid at the rate of one and one-half (1 ½) times. A record of all overtime shall be kept by the Department Head. All overtime must be verified by official department records.

Section 2. The Department Head will pay the employees 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. Overtime benefits shall be granted to Assistant Foremen and Foremen and if approved by the Department Head or if no unit employees are available. Overtime will be offered within the respective divisions of each department first. Overtime will be offered to senior employees first. If no senior employee accepts the overtime then it will be assigned to the most junior employees.

Section 4. 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.

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.

Section 5. Work performed on Saturdays (if other than a part of the regular workweek of the employee) and Sundays will be paid for at the rate of time and one-half (1 ½).

Section 6. A mechanic shall be on duty full-time whenever a crew is working, if needed or on a regular shift.

Section 7. Shift Plant Operators at the Water Pollution Control Facility on their days off will be offered the replacement overtime within their classification ahead of other employees. WPCF Operators who are regularly scheduled to work on Sunday shall not receive compensatory time for hours worked on a regularly scheduled Sunday.

Section 8. Employees may accumulate up to a maximum of 150 hours of compensatory time. However, no more than 40 hours can be carried over into the next calendar year (January 1). Any comp time in excess of 40 hours will be paid to the employee on or about January 1st. Requests for use of comp time must be approved by the employee's supervisor. Scheduling of comp time will be treated the same as scheduling of vacation.

If an employee is called into work while on comp time, they will be paid time and one-half for actual hours worked and may choose to be paid for the scheduled comp time hours or may choose to add the number of hours worked back into the employee's comp time bank.

Section 9. During a pending snow event, employees are permitted to leave at noon. At the employee's option they can select to backfill the remaining shift time with banked accrued leave of their choice to complete an eight-hour shift. If an employee opted to leave at noon without backfilling said shift and the storm event dissipates, the employee shall be allowed to backfill said short shift with any banked

accrued leave the following day. Snow routes are bid by seniority at the beginning of each season by shift, route and truck. Overtime for partial shift call-in is by shift seniority first then crew- wide.

Section 10. 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. Seniority with the Employer is the length of an employee's continuous service with the Employer from the employee's most recent date of hire for calculating benefits. Classification seniority is the length of an employee's continuous service within a classification.

Section 2. An employee shall lose their seniority rights and the employment relationship shall be broken and terminated as follows:

- a. Quits or retires;
- b. Discharge, and discharge is not reversed through grievance procedure;
- c. Fails to report to work at the end of a leave of absence;
- d. Does not report for work for a period of three consecutive days, and does not notify the Employer; or
- e. Has not actively worked for the Employer for a period exceeding 36 continuous months, except for employees on layoff status who will be on a preferred list pursuant to Section 400.28(3) of the Code of Iowa.

Section 3. If an employee is promoted into a job of a higher classification, the employee would be placed in the step of the new classification that would allow the employee to receive at least a 4% pay increase when the employee starts the new job.

Section 4. For the purpose of this article, mobile equipment shall be defined as follows: backhoe, end loader, asphalt lay down machine, dragline, snow loader, sweeper, excavator or grade-all, grader 5 ton roller, vac-all truck, sewer combo camera truck (operator only), bucket truck, paint machine, oil distributor. When new equipment is purchased by the City a mutual determination will be made as to the equipment being defined as mobile equipment needing an equipment operator.

Section 5. The Employer shall allow employees their choice of operating mobile equipment and dump trucks based on the employee's current Civil Service seniority. If no such operators are available the City may utilize other employees qualified to operate mobile equipment and dump trucks. Mechanics may operate mobile equipment and dump trucks in performance of their duties. This section shall cover snow removal and other emergencies.

Section 6. For the purpose of this article, operator classification shall include those employees who regularly drive truck and operate mobile equipment within their classifications. This section shall not limit the City's ability or right to assign employees to other work.

ARTICLE 21 - MISCELLANEOUS

Section 1. An employee is required to possess and maintain a valid driver's license and a basic CDL license (if required by the position). In the event an employee loses their driver's license or CDL license, the employee will be granted a leave of absence without pay for a period of up to fourteen months

and will be returned to his prior position upon reinstatement of the required license. This section does not apply to any employee who loses his license due to misconduct while on the job.

Section 2. Effective July 1, 2016, the Employer will reimburse employees up to a maximum of \$150.00 for the purchase of approved safety boots and approved safety clothing. Safety clothing is defined as regular or reflective coat, coveralls, hat, gloves and blue jeans only for the WPCF lab technician. The reimbursement will increase to \$180 effective July 1, 2019. An Employee who leaves the City's employment within four (4) months of receiving this reimbursement, shall reimburse the City for said payment.

Section 3. The City is to provide copies of this contract without cost to the Union and its members.

ARTICLE 22 - MAINTENANCE AND REPAIR

Section 1. Any mechanic shall have the right to use any equipment to tow any other equipment that might be stalled or broke down to the garage or any other suitable place to work on them. They may also use any equipment to help with their work.

Section 2. All major maintenance and repair on any equipment shall be done by the mechanics. Utility persons or operators may do minor maintenance and repair as directed by a supervisor.

ARTICLE 23 - MANAGEMENT RIGHTS CLAUSE

It is recognized that, except as expressly stated here in 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 for 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 24 - 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.

ARTICLE 25 - AMENDMENT

This Agreement may be amended upon mutual agreement of the parties here to and as permitted by law. Appropriate amendment shall be executed by the parties of this Agreement upon appropriate Resolution of the Employer and ratification of the Union.

ARTICLE 26 - SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

CITY OF OTTUMWA

OVER THE ROAD, CITY TRANSFER
DRIVERS, TEAMSTER'S LOCAL #238

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

By: Daniel Custer
Daniel Custer, Business Representative

Date: 6-4-2024

Date: 5-15-24

By: Thomas Rea
Thomas Rea, Employee Representative

Date: 5-16-24



ATTEST:

Christina Reinhard
Christina Reinhard, City Clerk

Date: 6-4-2024

EXHIBIT A – PUBLIC WORKS WAGE SCHEDULE

July 1, 2024 – June 30, 2025

FY2025 - 3.2% COLA						
Title	Hire	6 months	12 months	2 years	3 years	4 years
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Landfill Groundskeeper	\$13.84	\$14.02	\$14.25	\$14.65	\$15.11	\$15.56
Custodian	\$20.85	\$21.14	\$21.47	\$22.12	\$22.82	\$23.55
Utility Worker	\$20.85	\$21.14	\$21.47	\$22.12	\$22.82	\$23.55
Cemetery Maintenance Worker	\$21.01	\$21.35	\$21.65	\$22.35	\$23.03	\$23.71
Lab Technician	\$21.14	\$21.47	\$21.82	\$22.50	\$23.15	\$23.90
Engineering Aide	\$21.14	\$21.47	\$21.82	\$22.50	\$23.15	\$23.90
Beach Maintenance Worker	\$21.14	\$21.47	\$21.82	\$22.50	\$23.15	\$23.90
Utility Worker Demanufacturing Cert	\$21.41	\$21.70	\$22.06	\$22.72	\$23.46	\$24.19
Equipment Operator	\$21.65	\$22.00	\$22.38	\$23.07	\$23.74	\$24.55
Airport Maintenance Worker	\$21.65	\$22.00	\$22.38	\$23.07	\$23.74	\$24.55
Engineering Assistant	\$21.95	\$22.13	\$22.51	\$23.16	\$23.92	\$24.70
Landfill Operator	\$22.00	\$22.39	\$22.69	\$23.48	\$24.14	\$24.91
Maintenance Electrician	\$22.06	\$22.44	\$22.73	\$23.51	\$24.21	\$24.97
Solid Waste Operating Mechanic	\$22.50	\$23.05	\$23.49	\$24.33	\$25.22	\$26.15
WPCF Maintenance Technician	\$22.51	\$23.19	\$23.18	\$23.95	\$24.70	\$25.59
WPCF Plant Operator	\$22.56	\$22.96	\$23.24	\$24.04	\$24.77	\$25.59
Mechanic	\$22.69	\$23.08	\$23.48	\$24.14	\$24.92	\$25.76
Pre-Treatment Coordinator	\$23.55	\$23.92	\$24.30	\$25.08	\$25.85	\$26.71
Engineering Assistant II	\$23.55	\$23.92	\$24.30	\$25.08	\$25.85	\$26.71
Design Tech	\$23.55	\$23.92	\$24.30	\$25.08	\$25.85	\$26.71
Maintenance Electrician / HVAC Tech	\$25.21	\$25.66	\$26.11	\$27.00	\$27.95	\$28.94
Master Electrician	\$25.88	\$26.36	\$26.77	\$27.60	\$28.57	\$29.47
Design Technician II	\$26.75	\$27.18	\$27.59	\$28.50	\$29.44	\$30.40
Master Electrician / HVAC Tech	\$29.41	\$29.93	\$30.43	\$31.50	\$32.60	\$33.74

The employer may pay up to 3% more than the above salaries to employees who become certified in areas not required by their position but which are of benefit to the City.

Equipment Operator rate paid to Landfill Operator until certified.

Raises and benefit adjustments will be effective the date of the employee anniversary in position.

July 1, 2025 – June 30, 2026

FY2026 - 3% COLA						
Title	Hire	6 months	12 months	2 years	3 years	4 years
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Landfill Groundskeeper	\$14.25	\$14.45	\$14.68	\$15.09	\$15.56	\$16.03
Custodian	\$21.47	\$21.77	\$22.11	\$22.78	\$23.50	\$24.26
Utility Worker	\$21.47	\$21.77	\$22.11	\$22.78	\$23.50	\$24.26
Cemetery Maintenance Worker	\$21.64	\$21.99	\$22.30	\$23.02	\$23.73	\$24.42
Lab Technician	\$21.77	\$22.11	\$22.47	\$23.17	\$23.84	\$24.62
Engineering Aide	\$21.77	\$22.11	\$22.47	\$23.17	\$23.84	\$24.62
Beach Maintenance Worker	\$21.77	\$22.11	\$22.47	\$23.17	\$23.84	\$24.62
Utility Worker Demanufacturing Cert	\$22.06	\$22.35	\$22.73	\$23.41	\$24.16	\$24.92
Equipment Operator	\$22.30	\$22.66	\$23.06	\$23.76	\$24.45	\$25.29
Airport Maintenance Worker	\$22.30	\$22.66	\$23.06	\$23.76	\$24.45	\$25.29
Engineering Assistant	\$22.61	\$22.79	\$23.18	\$23.85	\$24.64	\$25.44
Landfill Operator	\$22.66	\$23.07	\$23.37	\$24.18	\$24.86	\$25.66
Maintenance Electrician	\$22.73	\$23.11	\$23.42	\$24.21	\$24.94	\$25.72
Solid Waste Operating Mechanic	\$23.17	\$23.75	\$24.19	\$25.06	\$25.98	\$26.94
WPCF Maintenance Technician	\$23.18	\$23.88	\$23.87	\$24.67	\$25.44	\$26.36
WPCF Plant Operator	\$23.24	\$23.65	\$23.94	\$24.76	\$25.51	\$26.36
Mechanic	\$23.37	\$23.77	\$24.18	\$24.86	\$25.67	\$26.53
Pre-Treatment Coordinator	\$24.26	\$24.64	\$25.03	\$25.83	\$26.63	\$27.51
Engineering Assistant II	\$24.26	\$24.64	\$25.03	\$25.83	\$26.63	\$27.51
Design Tech	\$24.26	\$24.64	\$25.03	\$25.83	\$26.63	\$27.51
Maintenance Electrician / HVAC Tech	\$25.97	\$26.43	\$26.89	\$27.81	\$28.78	\$29.81
Master Electrician	\$26.66	\$27.15	\$27.57	\$28.42	\$29.42	\$30.36
Design Technician II	\$27.55	\$28.00	\$28.41	\$29.36	\$30.33	\$31.31
Master Electrician / HVAC Tech	\$30.29	\$30.83	\$31.35	\$32.44	\$33.58	\$34.75

The employer may pay up to 3% more than the above salaries to employees who become certified in areas not required by their position but which are of benefit to the City.

Equipment Operator rate paid to Landfill Operator until certified.

Raises and benefit adjustments will be effective the date of the employee anniversary in position.