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CITY OF OTTUMWA

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STAFF SUMMARY

Council Meeting of: February 4, 2020

ITEM NO. _____
Joni Keith
Prepared By *Joni Keith*

Administration
Department

Department Head

Tom X. Lazio

Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Approval of collective bargaining agreement by and between the City of Ottumwa, Iowa and the Teamsters Local 238, representing Public Works, Parks, Airport and Cemetery employees, commencing July 1, 2020 and continuing through June 30, 2024, and authorizing the Mayor to sign the Agreement.

PURPOSE: Is to seek City Council approval of the collective bargaining agreement by and between the City of Ottumwa, Iowa and the Teamsters, Local 238, representing Public Works, Parks, Airport and Cemetery employees and authorize Mayor to sign Contract.

RECOMMENDATION: Approve collective bargaining agreement by the parties effective July 1, 2020 through June 30, 2024, and authorize the Mayor to sign said Agreement.

DISCUSSION: Other than items prohibited by current State law, such as Deduction for Union Dues, Health Insurance and Retirement, all language provisions and benefits stay the same. Those prohibited items, such as Health Insurance, Retirement and transfer provisions, will be placed in the City's personnel policies which will be revised and implemented before this contract begins. This is a four-year contract with 2% per year increases across the board on base salaries. The Union membership has approved the contract. Please see the attached contract.

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, 2020 THROUGH JUNE 30, 2024**

TABLE OF CONTENTS

		Page
Article 1	Purpose of Agreement	3
Article 2	Laws Applicable	3
Article 3	Recognition	3
Article 4	Duration of Agreement	3
Article 5	Negotiations	3
Article 6	Legal Holidays	4
Article 7	Sick Leave	5
Article 8	Incentive Leave	5
Article 9	Leave With Pay	6
Article 10	Leave Without Pay	6
Article 11	Vacation	7
Article 12	Equipment Condition	8
Article 13	Prohibitions	8
Article 14	Disciplinary Procedures	9
Article 15	Grievance Procedures	9
Article 16	Job Class., Salary Schedules & Longevity	11
Article 17	Probationary Period	11
Article 18	Hours of Work/Duty	12
Article 19	Overtime	12
Article 20	Seniority	14
Article 21	Miscellaneous	14
Article 22	Maintenance and Repair	15
Article 23	Management Rights Clause	15
Article 24	Employees Rights Clause	15
Article 25	Amendment	15
Article 26	Savings Clause	15
SIGNATURES		16
SALARY SCHEDULE		17 – 20

This agreement made and entered into this first day of July, 2020 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 herein 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, 2020, until 11:59 a.m. on June 30, 2024 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 his designated representative has the right to discuss with the Department Head of Employer the terms of his/her employment or his/her 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.

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.

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

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.

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 LEAVE.

Section 1. All regular full-time or probationary employees earn sick leave at the rate of two (2) working days for each month of service. Regular part-time employees will accrue sick leave on a prorated basis based upon the number of hours budgeted in each fiscal year. Sick leave may be granted only for absence from duty due to personal illness or legal quarantine, or death in the immediate family. Sick leave may be granted at the discretion of the Department Head or his/her 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 household and being dependent on the employee.

Section 2. If any employee takes more than three (3) days sick leave 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 leave 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 his/her 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 his/her direct supervisor.

Section 9. It is understood and agreed between the parties hereto that once an employee has exhausted his/her paid leave, he/she shall be granted leave without pay for a period of up to one year from the date the employee exhausted all paid leave. Seniority shall be frozen on the date accrued paid leave is exhausted.

ARTICLE 8
INCENTIVE LEAVE.

Incentive Leave 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 the 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 leave 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-law, brother/sister-in-law, son/daughter-in-law or spouse's grandparents.

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

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. A regular employee may be granted leave without pay for a period not to exceed one (1) year for good and sufficient reasons.

Section 2. 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 3. An employee designated by the Union to represent it at an international, state or district meeting, which requires his/her absence from duty shall be granted the necessary time off without pay.

Under no event shall the number of employees exceed two (2).

Section 4. 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 5. 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 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, 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 leave 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 leave accrued to date of separation.

The daily pay for accrued vacation pay shall be established at the termination date from the following formula: Annual pay (base pay plus longevity) divided by two hundred sixty (260) equals daily pay:

$$\frac{\text{Annual pay (base pay plus longevity)}}{260} = \text{Daily Pay}$$

Section 7. Probationary employees will accrue vacation leave, but not normally be permitted to use vacation leave credits 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.

	<u>No. of Weeks</u>	<u>Hours per pay period</u>
Earning rate:	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 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 his/her vacation leave, he/she will be paid time and one-half (1 1/2) plus his/her vacation pay 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 his/her choice. Responses to vacation requests received after April 1 will be given within 3 days, except for circumstances unseen by the Employer.

Section 12. One (1) week notice must be given to the Department Head or his/her 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, his/her appointment, proposed appointment, promotion, or proposed promotion.

Section 3. An employee shall establish his/her 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 "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 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:

- Verbal warning
- Written warning
- Second written warning
- Suspension with loss of pay
- Demotion
- 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 his/her 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 his/her 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 him.

Step Two. If the grievance is not settled in Step I and the grievant wishes to take the grievance forward, the grievant must submit the signed grievance to the Department Head or his 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 him.

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 his or her 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 his 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 his/her 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 his/her 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 at 11:30 a.m. 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 no benefits other than those specifically addressed in this Agreement. 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. Up to one (1) hour shall be allowed for lunch period. Fifteen (15) minutes clean up time shall be allowed at the completion of each shift. City Hall employees may leave at 4:30 p.m. and shorten the lunch hour to thirty (30) minutes.

Section 2. An additional night differential of twenty-five cents (\$.25) for the second shift (3:00 p.m. to 11:00 p.m.) and thirty-one (\$.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. One (1) twenty (20) minute break will be allowed during each eight (8) hour shift. Said break to be taken in mid-morning.

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. Regular employees will receive time and one-half (1 ½) for all work in excess of eight (8) hours per day or forty (40) hours per week. Regular part-time employees will receive time and one half (1 ½) for all work in excess of forty (40) hours per week. 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 his/her complete initial call-back. Overtime pay is not allowable for attendance of conventions, meetings, or business trips. The guaranteed two (2) hours of call-back pay is only allowed if the employee is called back after his/her shift has ended. In the event the employee is called in early to his 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 fiscal year (November 1). Any comp time in excess of 40 hours will be paid to the employee on or about November 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, he/she 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. Paid leave, except sick leave, shall be included in the calculation of daily overtime.

Section 10. During a pending snow event, employees are permitted to leave at noon. At the employee's option he/she can select to backfill the remaining shift time with banked accrued leave of his/her 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.

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 his 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 his/her 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 5. 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. He may also use any equipment to help with his work.

Section 2. All major maintenance and repair on any equipment shall be done by the mechanics. Utilitymen 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 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 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 hereto 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

By: 
Matt Dalbey, Mayor Pro Tem

Date: 2.4.2020

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

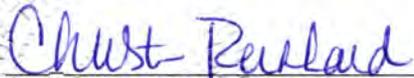
By: _____
Rod Walton, Business Representative

Date: _____

By: _____
Employee Representative

Date: _____

ATTEST:


Christina Reinhard, City Clerk

Date: 2.4.2020

CITY OF OTTUMWA
CITY TRANSFER

OVER THE ROAD,

DRIVERS, TEAMSTER'S

LOCAL #238

By: [Signature]
By
Matt Dalbey, Mayor Pro Tem
Representative

[Signature]
Rod Walton, Business
Representative

Date: 2-4-2020

Date: 1/29/2020

By: [Signature]
Employee
Representative

Date: 1-31-2020

ATTEST:

[Signature]
Christina Reinhard, City Clerk

Date: 2-4-2020



PUBLIC WORKS WAGE SCHEDULE
July 1, 2020 – June 30, 2021

	Hire	6 months	1 year	2 years	3 years	4 years
Landfill Groundskeeper	\$12.64	\$12.80	\$13.01	\$13.38	\$13.79	\$14.21
Custodian	\$19.03	\$19.30	\$19.60	\$20.20	\$20.83	\$21.50
Utility Worker	\$19.03	\$19.30	\$19.60	\$20.20	\$20.83	\$21.50
Cemetery Maintenance Worker	\$19.19	\$19.49	\$19.77	\$20.41	\$21.03	\$21.65
Lab Technician	\$19.30	\$19.60	\$19.92	\$20.54	\$21.14	\$21.82
Engineering Aide	\$19.30	\$19.60	\$19.92	\$20.54	\$21.14	\$21.82
Beach Maintenance Worker	\$19.30	\$19.60	\$19.92	\$20.54	\$21.14	\$21.82
Utility Worker Demanufacturing Cert.	\$19.55	\$19.82	\$20.15	\$20.75	\$21.41	\$22.09
Equipment Operator	\$19.77	\$20.09	\$20.43	\$21.06	\$21.68	\$22.41
Airport Maintenance Worker	\$19.77	\$20.09	\$20.43	\$21.06	\$21.68	\$22.41
Engineering Assistant	\$20.04	\$20.21	\$20.55	\$21.15	\$21.84	\$22.55
Landfill Operator	\$20.09	\$20.44	\$20.73	\$21.43	\$22.04	\$22.75
Maintenance Electrician	\$20.15	\$20.48	\$20.76	\$21.46	\$22.11	\$22.80
Solid Waste Operating Mechanic	\$20.54	\$21.05	\$21.44	\$22.23	\$23.03	\$23.87
WPCF Maintenance Technician	\$20.55	\$20.89	\$21.17	\$21.86	\$22.55	\$23.36
WPCF Plan Operator	\$20.60	\$20.96	\$21.23	\$21.94	\$22.62	\$23.36
Mechanic	\$20.73	\$21.07	\$21.43	\$22.04	\$22.76	\$23.52
Pre-Treatment Coordinator	\$21.50	\$21.84	\$22.20	\$22.89	\$23.61	\$24.38
Engineering Assistant II	\$21.50	\$21.84	\$22.20	\$22.89	\$23.61	\$24.38
Design Tech	\$21.50	\$21.84	\$22.20	\$22.89	\$23.61	\$24.38
Maintenance Electrician/HVAC Tech	\$23.02	\$23.42	\$23.83	\$24.66	\$25.52	\$26.42
Master Electrician	\$23.64	\$24.07	\$24.44	\$25.21	\$26.09	\$26.91
Design Technician II	\$24.42	\$24.81	\$25.20	\$26.03	\$26.88	\$27.75
Master Electrician/HVAC Tech	\$26.85	\$27.32	\$27.78	\$28.75	\$29.76	\$30.80

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 payroll and benefit adjustments will be effective at the start of the pay period closest to the actual due date, which could be on, before, or after the actual date.

PUBLIC WORKS WAGE SCHEDULE

July 1, 2021 – June 30, 2022

	Hire	6 months	1 year	2 years	3 years	4 years
Landfill Groundskeeper	\$12.89	\$13.06	\$13.27	\$13.65	\$14.07	\$14.49
Custodian	\$19.41	\$19.69	\$19.99	\$20.60	\$21.25	\$21.93
Utility Worker	\$19.41	\$19.69	\$19.99	\$20.60	\$21.25	\$21.93
Cemetery Maintenance Worker	\$19.57	\$19.88	\$20.17	\$20.82	\$21.45	\$22.08
Lab Technician	\$19.69	\$19.99	\$20.32	\$20.95	\$21.56	\$22.26
Engineering Aide	\$19.69	\$19.99	\$20.32	\$20.95	\$21.56	\$22.26
Beach Maintenance Worker	\$19.69	\$19.99	\$20.32	\$20.95	\$21.56	\$22.26
Utility Worker Demanufacturing Cert.	\$19.94	\$20.22	\$20.55	\$21.17	\$21.84	\$22.53
Equipment Operator	\$20.17	\$20.49	\$20.84	\$21.48	\$22.11	\$22.86
Airport Maintenance Worker	\$20.17	\$20.49	\$20.84	\$21.48	\$22.11	\$22.86
Engineering Assistant	\$20.44	\$20.61	\$20.96	\$21.57	\$22.28	\$23.00
Landfill Operator	\$20.49	\$20.85	\$21.14	\$21.86	\$22.48	\$23.21
Maintenance Electrician	\$20.55	\$20.89	\$21.18	\$21.89	\$22.55	\$23.26
Solid Waste Operating Mechanic	\$20.95	\$21.47	\$21.87	\$22.67	\$23.49	\$24.35
WPCF Maintenance Technician	\$20.96	\$21.31	\$21.59	\$22.30	\$23.00	\$23.83
WPCF Plan Operator	\$21.01	\$21.38	\$21.65	\$22.38	\$23.07	\$23.83
Mechanic	\$21.14	\$21.49	\$21.86	\$22.48	\$23.22	\$23.99
Pre-Treatment Coordinator	\$21.93	\$22.28	\$22.64	\$23.35	\$24.08	\$24.87
Engineering Assistant II	\$21.93	\$22.28	\$22.64	\$23.35	\$24.08	\$24.87
Design Tech	\$21.93	\$22.28	\$22.64	\$23.35	\$24.08	\$24.87
Maintenance Electrician/HVAC Tech	\$23.48	\$23.89	\$24.31	\$25.15	\$26.03	\$26.95
Master Electrician	\$24.11	\$24.55	\$24.93	\$25.71	\$26.61	\$27.45
Design Technician II	\$24.91	\$25.31	\$25.70	\$26.55	\$27.42	\$28.31
Master Electrician/HVAC Tech	\$27.39	\$27.87	\$28.34	\$29.33	\$30.36	\$31.42

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 payroll and benefit adjustments will be effective at the start of the pay period closest to the actual due date, which could be on, before, or after the actual date.

PUBLIC WORKS WAGE SCHEDULE
July 1, 2022 – June 30, 2023

	Hire	6 months	1 year	2 years	3 years	4 years
Landfill Groundskeeper	\$13.15	\$13.32	\$13.54	\$13.92	\$14.35	\$14.78
Custodian	\$19.80	\$20.08	\$20.39	\$21.01	\$21.68	\$22.37
Utility Worker	\$19.80	\$20.08	\$20.39	\$21.01	\$21.68	\$22.37
Cemetery Maintenance Worker	\$19.96	\$20.28	\$20.57	\$21.24	\$21.88	\$22.52
Lab Technician	\$20.08	\$20.39	\$20.73	\$21.37	\$21.99	\$22.71
Engineering Aide	\$20.08	\$20.39	\$20.73	\$21.37	\$21.99	\$22.71
Beach Maintenance Worker	\$20.08	\$20.39	\$20.73	\$21.37	\$21.99	\$22.71
Utility Worker Demanufacturing Cert.	\$20.34	\$20.62	\$20.96	\$21.59	\$22.28	\$22.98
Equipment Operator	\$20.57	\$20.90	\$21.26	\$21.91	\$22.55	\$23.32
Airport Maintenance Worker	\$20.57	\$20.90	\$21.26	\$21.91	\$22.55	\$23.32
Engineering Assistant	\$20.85	\$21.02	\$21.38	\$22.00	\$22.73	\$23.46
Landfill Operator	\$20.90	\$21.27	\$21.56	\$22.30	\$22.93	\$23.67
Maintenance Electrician	\$20.96	\$21.31	\$21.60	\$22.33	\$23.00	\$23.73
Solid Waste Operating Mechanic	\$21.37	\$21.90	\$22.31	\$23.12	\$23.96	\$24.84
WPCF Maintenance Technician	\$21.38	\$21.74	\$22.02	\$22.75	\$23.46	\$24.31
WPCF Plan Operator	\$21.43	\$21.81	\$22.08	\$22.83	\$23.53	\$24.31
Mechanic	\$21.56	\$21.92	\$22.30	\$22.93	\$23.68	\$24.47
Pre-Treatment Coordinator	\$22.37	\$22.73	\$23.09	\$23.82	\$24.56	\$25.37
Engineering Assistant II	\$22.37	\$22.73	\$23.09	\$23.82	\$24.56	\$25.37
Design Tech	\$22.37	\$22.73	\$23.09	\$23.82	\$24.56	\$25.37
Maintenance Electrician/HVAC Tech	\$23.95	\$24.37	\$24.80	\$25.65	\$26.55	\$27.49
Master Electrician	\$24.59	\$25.04	\$25.43	\$26.22	\$27.14	\$28.00
Design Technician II	\$25.41	\$25.82	\$26.21	\$27.08	\$27.97	\$28.88
Master Electrician/HVAC Tech	\$27.94	\$28.43	\$28.91	\$29.92	\$30.97	\$32.05

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 payroll and benefit adjustments will be effective at the start of the pay period closest to the actual due date, which could be on, before, or after the actual date.

PUBLIC WORKS WAGE SCHEDULE
July 1, 2023 – June 30, 2024

	Hire	6 months	1 year	2 years	3 years	4 years
Landfill Groundskeeper	\$13.41	\$13.59	\$13.81	\$14.20	\$14.64	\$15.08
Custodian	\$20.20	\$20.48	\$20.80	\$21.43	\$22.11	\$22.82
Utility Worker	\$20.20	\$20.48	\$20.80	\$21.43	\$22.11	\$22.82
Cemetery Maintenance Worker	\$20.36	\$20.69	\$20.98	\$21.66	\$22.32	\$22.97
Lab Technician	\$20.48	\$20.80	\$21.14	\$21.80	\$22.43	\$23.16
Engineering Aide	\$20.48	\$20.80	\$21.14	\$21.80	\$22.43	\$23.16
Beach Maintenance Worker	\$20.48	\$20.80	\$21.14	\$21.80	\$22.43	\$23.16
Utility Worker Demanufacturing Cert.	\$20.75	\$21.03	\$21.38	\$22.02	\$22.73	\$23.44
Equipment Operator	\$20.98	\$21.32	\$21.69	\$22.35	\$23.00	\$23.79
Airport Maintenance Worker	\$20.98	\$21.32	\$21.69	\$22.35	\$23.00	\$23.79
Engineering Assistant	\$21.27	\$21.44	\$21.81	\$22.44	\$23.18	\$23.93
Landfill Operator	\$21.32	\$21.70	\$21.99	\$22.75	\$23.39	\$24.14
Maintenance Electrician	\$21.38	\$21.74	\$22.03	\$22.78	\$23.46	\$24.20
Solid Waste Operating Mechanic	\$21.80	\$22.34	\$22.76	\$23.58	\$24.44	\$25.34
WPCF Maintenance Technician	\$21.81	\$26.47	\$22.46	\$23.21	\$23.93	\$24.80
WPCF Plan Operator	\$21.86	\$22.25	\$22.52	\$23.29	\$24.00	\$24.80
Mechanic	\$21.99	\$22.36	\$22.75	\$23.39	\$24.15	\$24.96
Pre-Treatment Coordinator	\$22.82	\$23.18	\$23.55	\$24.30	\$25.05	\$25.88
Engineering Assistant II	\$22.82	\$23.18	\$23.55	\$24.30	\$25.05	\$25.88
Design Tech	\$22.82	\$23.18	\$23.55	\$24.30	\$25.05	\$25.88
Maintenance Electrician/HVAC Tech	\$24.43	\$24.86	\$25.30	\$26.16	\$27.08	\$28.04
Master Electrician	\$25.08	\$25.54	\$25.94	\$26.74	\$27.68	\$28.56
Design Technician II	\$25.92	\$26.34	\$26.73	\$27.62	\$28.53	\$29.46
Master Electrician/HVAC Tech	\$28.50	\$29.00	\$29.49	\$30.52	\$31.59	\$32.69

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.

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