KEOKUK | TEAMSTERS #238 (WATER POLLUTION)

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PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT BETWEEN THE

CITY OF KEOKUK, IOWA

AND

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION NO. 238

AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

(WATER POLLUTION CONTROL PLANT)

JULY 1, 2007 THROUGH JUNE 30, 2010

355

TABLE OF CONTENTS

ARTICLE NUMBER		PAGE NUMBER
Articles of Agreement		1
1	Recognition Clause	2
2	Union Steward	3
3	Leave of Absence for Union Business	3
4	Extra Contract Agreements	3
5	Maintenance of Standards	3
6	Loss or Damage	4
7	Bonds	4
8	Passengers	4
9	Compensation Claims	4
10	Seniority	5
11	Leave of Absence	7
12	Military Service	7
13	Discharge	7
14	Pay Days	8
15	Hours of Employment and Call in Time	8
16	Holidays	9
17	Vacations	11
18	Visitation	12
19	Union to Further the Interest of Employer	12
20	Copies of Agreement to Union	12

ARTICLE NUMBER PAGE NUMBER

21 Right of Union to Examine Payroll Records 13

22 Settlement of Disputes 13

23 Sick Leave 15

24 Temporary Help 16

25 Check-Off 17

26 Wages 17

27 Commercial Drivers License 18

28 Group Life and Health Insurance 19

29 Time Off for Funerals 19

30 Jury Pay 20

31 Protective Clothing and Work Clothing 20

32 Schooling pertaining to the Employer's Business 21

33 Right to Participate in IPERS 21

34 Provision regarding Handicapped Employees 21

35 Joint Occupational Safety and Health Committee 22

36 Equal Employment Opportunity 23

37 Fines 23

38 Rules of Construction 23

39 Random Drug and Alcohol Testing 23

40 Effective Date and Duration of Agreement 24

ARTICLES OF AGREEMENT

THIS AGREEMENT made this 19th day of March, 2007, by and between CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, affiliated with the International Brotherhood of Teamsters, hereinafter, referred to as the Union, and the CITY OF KEOKUK, IOWA, hereinafter, referred to as the Employer.

This agreement shall cover the following employees employed by the City of Keokuk, Iowa:

All employees of the Water Pollution Control Plant of the City of Keokuk, Iowa, with the exception of the following: all office clerical employees, professional employees, supervisors and others excluded by Section 4 of the Public Employment Relations Act, Chapter 20, Code of Iowa.

ARTICLE 1

RECOGNITION CLAUSE

The Union shall be the sole representative, of all classifications of employees, covered by this Agreement in collective bargaining with the Employer.

The Union recognizes the employees' responsibility, to cooperate with the City of Keokuk, to assure maximum service to the public.

The Employer has, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in position within the Employer's operation; to suspend or discharge public employees for proper cause; to maintain the efficiency of governmental operation; to relieve public employees from duties because of lack of work or for other legitimate reasons, to determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; to take such action, as may be necessary, to carry out the mission of the public Employer; to initiate, prepare, certify, and administer its budget; to exercise all powers and duties granted to the Employer by law; and to exercise its total rights as an employer, except as expressly limited herein.

Any person, newly employed, shall be so employed, only on, a one hundred eighty (180)-calendar day, trial basis, during which time; he shall either be discharged by the Employer without further recourse or placed on the regular seniority list, as of date of hire. The one hundred eighty (180) day trial basis may be shortened, at any time, after the first ninety (90) days, by agreement of the City and the Union. This shall not apply, to any person, newly employed in the summer work program for youth; as a part of any state or federal employment program; or any person employed on a seasonable basis, provided that such employment shall be limited to a period of ninety-two (92) working days. No regular employees shall be laid off, as long as, any person working under the above mentioned program is employed. In the event, the Employer hires a person who was part time, temporary help, or on a state or federal employment program, as mentioned above, as a regular employee, that employee shall be given a seniority date, one day later than the last regular employee hired. This is applicable, only when a permanent employee is hired, while another individual is on temporary status.

ARTICLE 2

UNION STEWARD

The Employer recognizes the right of the Union to designate a Grievance Steward and alternate, to handle such Union business, as may from time to time, and be delegated to them by the Union Executive Board.

ARTICLE 3

LEAVE OF ABSENCE FOR UNION BUSINESS

Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a Labor Convention or to serve in any capacity, on any other Union official business.

The Union agrees that notification of leave of absence will be given to the City, as far in advance of the effective date, as possible.

ARTICLE 4

EXTRA CONTRACT AGREEMENTS

The Employer, signer of this Agreement, agrees not to enter into any agreement or contract with its employees covered by this Agreement, individually or collectively, which in any way, conflicts with the terms and provisions of this Agreement.

ARTICLE 5

MAINTENANCE OF STANDARDS

The Employer agrees, that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions, shall be maintained, at not less than the highest standards in effect, at the time of the signing of this Agreement, and the conditions of employment shall be improved, wherever specific provisions for improvements are made elsewhere in this Agreement.

ARTICLE 6

LOSS OR DAMAGE

An employee shall not be disciplined for loss or damage to property, equipment, or vehicles unless the incident meets the criteria shown in the following table. Loss or damage and disciplinary measures shall be as stated in the following table. Nothing in this Article is intended to change to provisions of Article 13, "Discharge."

INCIDENT	DISCIPLINE
First Occurrence Warning	Warning
Second Occurrence (Within 9 months of first occurrence)	Three-day suspension without pay
Third Occurrence (Within 12 months of second occurrence)	Discharge

ARTICLE 7

BONDS

Should the Employer require any employee to give a bond, cash bond shall not be compulsory and any premium involved, shall be paid by the Employer.

ARTICLE 8

PASSENGERS

No drivers shall be permitted to allow anyone, other than the employees of the Employer who are on duty, to ride on or in their vehicle, without written authorization by the employee's Department Manager.

ARTICLE 9

COMPENSATION CLAIMS

The Employer agrees to exert all reasonable efforts to obtain prompt payment of injury compensation claims, by his Compensation Insurance Carrier.

ARTICLE 10

SENIORITY

The purpose of this Article is to protect the seniority of the employees and seniority shall prevail, at all times.

Section 1.

Seniority shall mean, the priority attained, as the result of an employee's length of service with the Employer and shall commence, on the date of employment and become applicable immediately following completion of the probationary period.

Section 2.

An employee shall lose seniority rights upon:

a. Resignation

b. Discharge

c. Layoff for a period longer than one (1) year

d. Failing to report for work within ten (10) days after written notice of recall by United States certified mail, with return receipt requested, to his last known address.

e. Retirement

Section 3.

There shall be a master seniority list covering all employees in the bargaining unit, showing the name, classification, and date of hire of the employee. The purpose of this master list shall be for layoff and recall to employment by seniority and for new jobs or vacancies, subject to the provisions set out hereinafter. In addition, there shall be individual seniority lists covering: (1) Treatment Plant Operators and (2) Maintenance and all other employees at the Treatment Plant.

Section 4.

In the event, the Employer determines that an employee must be laid off; seniority shall be the controlling factor in said lay-off, if qualifications and required certifications are met. An employee, who is to be laid off, will be given five (5) working days notice and no employee shall be laid off, so long as, part-time or temporary employees are doing bargaining unit work. An employee, who is laid off, shall advise the Employer of his current address and of any changes therein, during layoff. Any

employee subject to layoff shall have the right to bump an employee with less seniority, provided that the employee bumping is qualified, including any required state certification.

Section 5.

New jobs created and vacancies, which occur in the bargaining unit, shall be filled from the master seniority list, giving the senior employee, in point of service preference, if qualified, for the job in question. Any employee selected to fill a new job or vacancy shall have forty-five (45) working days to qualify for that job. If a person does not qualify, they shall return to their previous job and classification. All vacancies and new jobs will be filled from the current seniority lists before hiring from the outside.

Section 6.

The senior employee filling a new job or vacancy shall be afforded a ten (10) working day trial period, before the employee's final acceptance of the position to be filled. If the employee decides not to accept the position within the ten (10) working day trial period, the employee shall be returned to his or her former position with the Employer.

Section 7.

The opportunity for overtime hours in the bargaining unit shall be divided, as nearly equal, as possible, between the employees within their classification.

Section 8.

A list of the employees, arranged in the order of their seniority, shall be posted at the Treatment Plant. Any controversy over the seniority standing of any employee, on a seniority list, shall be referred to the Employer and the Union for settlement, said settlement to be based upon the latest date of hire, in the bargaining unit, of the employee in question.

Section 9.

In the event, any employee in the bargaining unit accepts the position with the Employer, as a working foreman or Manager, the employee shall maintain and continue to accrue seniority, while working in the capacity of a working foreman or Manager.

Section 10.

Any employee covered by this Agreement, who is hired and worked for the City of Keokuk, in any capacity, shall be given a seniority date, as of their last date of hire, in the unit and shall retain all other accumulated benefits, in their former position for the City. (Accumulated benefits to be

identified as vacation, sick leave, IPERS, etc.).

ARTICLE 11

LEAVE OF ABSENCE

Any employee desiring a leave of absence from his employment shall secure written permission from his Employer. Any leave of absence granted, will be without pay and the union will be furnished a copy of the written leave granted. Failure to comply with this provision shall result in the complete loss of the seniority rights of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

An employee on leave of absence without pay, shall not accumulate vacation or sick leave benefits, nor shall such employee be paid or receive any holiday pay, health or other benefits. An employee on leave of absence with pay shall accumulate vacation and sick leave benefits and receive holiday pay, but only to the extent such employee shall have accumulated sick leave, which shall be used and reduced to cover the benefits thus granted.

The City Council may, at the request of the employee, waive by Resolution, any provision of this Article.

ARTICLE 12

MILITARY SERVICE

Employees enlisting or entering the military service of the United States shall be granted all rights and privileges in the Uniform Services Employment and Reemployment Rights Act of 1994 and State of Iowa Code and Judicial Branch.

ARTICLE 13

DISCHARGE

The Employer shall not discharge any employee without just cause and shall give at least one warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Union Steward in the employee's department, except that no warning notice need be given any employee before they are discharged if the cause of such discharge is purposely falsifying any City reports or records, use of illegal drugs while on duty, dishonesty or drunkenness while on duty, reckless or willful conduct which could result in a serious accident, damage, or injury while on duty or directed toward City property or personnel while on duty. The warning notice herein

provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice, except as provided in Article 6. Any employee may request an investigation as to their discharge. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at their usual rate of pay while they have been out of work. Appeal from discharge must be made within five (5) working days by written notice, and a hearing held within ten (10) working days from the date of written of appeal.

ARTICLE 14

PAY DAYS

All employees covered by this Agreement, shall be paid every two weeks. At the termination of any employee, said employee shall be paid all compensation due to the employee, not less than fourteen (14) days nor more than twenty-eight (28) days, after the termination of employment. The City may withhold pay for a period up to seven (7) calendar days for bookkeeping and other administrative purposes provided, however, pay might be withheld, in the case of operators, up to ten (10) calendar days.

ARTICLE 15

HOURS OF EMPLOYMENT AND CALL IN TIME

Section 1.

The workweek for employees shall consist of five (5), eight (8) hour days. Employees shall have a guaranteed workweek of five (5) days, Monday through Friday, for a guaranteed forty (40) hour workweek, except for Treatment Plant Operators, who are guaranteed, a forty (40) hour, paid workweek. The employee shall be paid, one and one-half (1-1/2) times the hourly rate for all hours worked over eight (8) hours, in a one (1) day period and a one (1) day period shall be defined, as a twenty-four (24) hour period, commencing at the beginning of the employee's work day, an employee shall be paid one and one-half (1-1/2) times the hourly rate, for all hours worked over forty (40) hour worked in the work week. In addition, an employee shall be paid one and one-half (1-1/2) times the hourly rate, for all hours worked on the employee's scheduled day off or the applicable rate of pay for that day. Overtime shall not be paid twice for the same hours worked.

Section 2.

When it is necessary to call an employee from his home for work during any hours, in addition to his regular shift, unless said time is immediately prior to or succeeding his regular shift, he shall receive a minimum of four (4) hours pay, at the rate of time and one-half (½) the regular rate of pay. This

shall be paid in addition to his regular week's work. Double time shall be paid, if the employee is called in on his second consecutive day off.

Section 3.

Treatment Plant Operators shall be paid, one and one-half (1-1/2) times the hourly rate of pay, for any work done on their first day off or sixth day and two (2) times their hourly rate of pay, for any work done on their second consecutive day off or their seventh day. All other employees shall be paid, one and one-half (1-1/2) times their regular rate of pay, for Saturday work and double time, shall be paid for Sunday work.

Section 4.

The work week for employees working the plant operation, except sludge handling, shall be from Wednesday, at 11:00 p.m. to the following Wednesday at 11:00 p.m. and the shifts at the Treatment Plant shall be from 7:00 a.m. to 3:00 p.m., from 3:00 p.m. to 11:00 p.m., and from 11:00 p.m. to 7:00 a.m. All employees shall have paid lunch period and said lunch period shall be taken on the job. Employees working in the sludge handling function will generally work the schedule described in Section 1. The employer shall have the right to issue a work schedule and make changes in said schedule, in emergency or unusual situations or to switch employees between the sludge handling function and other plant operation function, as required. Any such changes in work schedules are not to preclude payment of overtime, in accordance with other provisions of this agreement.

Section 5.

There shall be a shift differential pay as follows: the 3:00 p.m. to 11:00 p.m. shift, twenty-five (25) cents per hour, the 11:00 p.m. to 7:00 am shift, and forty-five (45) cents per hour. Shift differential shall not be subject to any multiplier, due to an employee working overtime.

ARTICLE 16

HOLIDAYS

Section 1. Regular recognized holidays by both parties are:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Memorial Day - to be	Christmas Day
Observed the last Monday of May	Day prior to Christmas

Section 2.

Pay for all employees for each holiday listed in Section 1, not worked, or a day recognized in lieu thereof, shall be eight (8) hours at his straight time hourly rate, including those, which fall on Saturday.

Pay for any time actually worked by any employee on a holiday or a day recognized in lieu thereof, shall be two and one-half (2-1/2) times his straight time hourly rate. Treatment Plant Operators shall be paid for the day, upon which the holiday actually falls.

Any employee who is called in to work, at any time on the holiday or a day observed as a holiday, shall be paid two and one-half (2-1/2) times his straight time hourly rate for all hours worked, with a guarantee of a minimum four (4) hours for such call-in. Treatment Plant Operators shall be paid, for the day upon which the holiday actually falls.

Section 3.

When an employee received pay for a holiday not worked, as provided in Section 2 of the Article, those hours will be considered as time worked for purposes of calculating hours in excess of forty (40) in a work week, except when such holiday falls on Saturday.

Section 4.

Each employee will be granted four (4) personal leave days per fiscal year. Personal leave days may be taken upon approval of the Department manager. After successful completion of the ninety (90) working day probationary period a new employee hired between July and September will be granted four (4) days personal leave; if hired between October and December they will be granted three (3) personal leave days and if hired between January and March they will be granted two (2) personal leave days and if hired between April and June they will be granted one (1) personal leave day to be taken before the end of the fiscal year. Personal leave shall not be carried over beyond the end of the fiscal year ending June 30th of each year.

Section 5.

Each employee covered by this agreement shall be given his or her birthday as an additional day off with pay. If an employee's birthday falls on a day the employee is not scheduled to work, or on a Holiday, then the employee shall be granted the next available day as designated by the Department Manager.

ARTICLE 17

VACATIONS

Section 1.

An employee shall accumulate vacation time, at a rate of .193 days for each pay period an employee is maintained on the City payroll, from the date of hire. An employee shall have his or her rate of accumulation adjusted, upon the employee's anniversary date, beginning the pay period after the anniversary date, as shown below:

After the first anniversary of employment, .385 days per pay period. (2 weeks of 5 days each per year).

After the fourth anniversary of employment, .577 days per pay period. (3 weeks of 5 days each per year).

After the tenth anniversary of employment, .770 days per pay period. (4 weeks of 5 days each per year).

After the seventeenth anniversary of employment, .962 days per pay period. (5 weeks of 5 days each per year).

After the twenty-fifth anniversary of employment, 1.154 days per pay period. (6 weeks of 5 days each per year).

Section 2.

A week's vacation pay shall be computed by multiplying forty (40) hours by the employee's prevailing straight time hourly rate at the time of vacation. A vacation week shall consist of five (5) working days. Upon manager's approval, vacations may be taken by the hour, except that there will be a 4 hour minimum.

Section 3.

All vacations shall be coordinated with the Plant Superintendent; however, seniority shall prevail in the event of scheduling conflicts.

Section 4.

In the event a holiday(s) falls within an employee's vacation period, he, or she shall be granted an additional day(s) off with pay, in conjunction with the employee's vacation.

Section 5.

When an employee shall take a vacation, the days shall be subtracted from the employee's accumulated earned vacation time, under Section 1 of this Article. No employee may accumulate a vacation, in excess of thirty-nine (39) times the vacation earned by said employee, during a pay period. All employees shall take vacations in five (5) consecutive workday increments, unless otherwise approved by their supervisor.

Section 6.

Except employees who have been employed less than one (1) year (who shall not receive any benefits), all employees, at the end or termination of their employment for any reason, shall be paid for all vacation accumulated on the date employment ends.

ARTICLE 18

VISITATION

The Business Representative or anyone else authorized to act for the representative, shall have the privilege to visit the Wastewater Plant and City office to help enforce the rules of this Agreement and take care of any grievances that might arise. The Business Representative or anyone else authorized to act for the representative shall make a reasonable effort to contact the Plant Superintendent and/or the Director of Public Works.

ARTICLE 19

UNION TO FURTHER THE INTEREST OF EMPLOYER

The Union agrees to do all in its power to further the interest of the Employer.

ARTICLE 20

COPIES OF AGREEMENT TO UNION

A copy of this Agreement shall be placed on the Bulletin Board of the Wastewater Plant and sent to Teamsters Local 238, 16452 Hwy. 34, West Burlington, Iowa, 52655.

ARTICLE 21

RIGHT OF UNION TO EXAMINE PAYROLL RECORDS

The Union, or its chosen legal representative, shall have the right to examine time sheets and all other records pertaining to compensation of the payroll, of any employee whose pay is in dispute, such request to be made to the City Council with twenty-four (24) hours advance notice.

ARTICLE 22

SETTLEMENT OF DISPUTES

Section 1.

It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement, shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. All grievances must be filed within five (5) days of alleged infractions.

Section 2.

Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties, to settle such, promptly, as shown in this Article.

Section 3.

The following provisions are agreed upon in relation to the grievance procedure:

a. The rights of individuals set forth in the grievance procedure are agreed upon, in consideration that the decision rendered under this grievance procedure shall be final and that there shall be no refusal to perform any specific duty, pending the handling of a grievance.

b. Time limits should be strictly adhered to by both parties. Any grievance not handled within the time limits of a particular step, may be immediately presented for handling at the next succeeding step. A grievance not appealed within ten (10) days from the date it was last answered, shall be considered as settled, on the basis of the last answer.

c. In determining the number of days in any interval mentioned in this article, calendar days are used. Last day falling on Saturday, Sunday, or holiday, shall be moved to first working day.

d. Grievances, alleging contract violations of a general nature, involving more than one

individual, may be presented at Section 4 (c) of this procedure. Should the Employer choose to file a grievance, it shall be entered at Section 4 (c) of this procedure.

Section 4.

Grievances coming within the terms of this Agreement shall be promptly handled in the following manner:

a. Within five (5) days after the occurrence of an event given rise to a grievance, the employee involved shall discuss the matter with his immediate supervisor, with or without a Union member or the Union Business Agent being present. If the employee so desires, he should request permission from his supervisor to discuss the matter promptly with his department head. Such discussion should take place within 24 hours of his discussion with his immediate superior, with or without a Union member or the Union Business Agent present.

b. If the employee is not satisfied with the answer that he received, he shall, with or without a Union member or the Union Business Agent being present, within five (5) days after the occurrence of the incident, present the grievance in a written form to his department head, setting forth the nature of the grievance and the contract provision involved. The department head shall answer such grievance within five (5) days after such presentation or he may refer the grievance directly to the Mayor for handling, and so notify the employee and Union Business Agent.

c. Within five (5) days after receiving the department head's answer, if the employee is not satisfied, the grievance may be referred to the Mayor by the employee with or without a Union member or the Union Business Agent being present. The Mayor shall answer the grievance within five (5) days.

d. If the answer of the Mayor is not accepted, the Union, within fifteen (15) days after the date of such answer, may request that the grievance be submitted to arbitration in the following manner:

1. The Union and the Employer shall endeavor to agree upon an arbitrator. If no agreement is reached in five (5) days, then,

2. A joint letter will be mailed requesting either the Public Employment Relations Board or the Federal Mediation and Conciliation Service to submit a list of five (5) available arbitrators, from which one (1) is to be mutually selected within five (5) days after receipt of this list.

3. If the parties are unable to agree upon one (1) of the individuals so listed, the parties shall alternately strike names from said list, until only one (1) remains. The party requesting the arbitration shall strike the first name.

4. Either the Public Employment Relations Board or the Federal Mediation and

Conciliation Service shall be notified and requested to appoint the agreed upon arbitrator, or in the absence of agreement, the individual whose name remains on the list, to hear the case.

Section 5.

The arbitrator shall be advised of the limitation placed upon his authority by statute and by this Agreement and that his final decision is expected within thirty (30) days after the hearing date. The agreed upon limitations are:

a. The decision of the arbitrator shall be final and binding upon all parties to this Agreement and any employee involved in the dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date, on which the grievance first occurred.

b. The arbitrator shall be limited to interpreting the agreement and applying it to the particular case presented to him; he shall have no authority to add to, subtract from, disregard, or, in any way, modify the terms of this Agreement or any agreement made supplementary thereto.

Section 6.

The expenses and fees of the arbitrator and such other expenses as are mutually agreed to in advance, shall be borne equally by the parties. Each party shall pay their own cost of presentation and cost of their witnesses or the cost of securing a deposition from witnesses.

ARTICLE 23

SICK LEAVE

Section 1.

Any employee incurring a sickness or disability shall receive sick leave with full pay to the extent herein provided. The City may send a representative to the employee's home to verify the cause of absence. Any employee confined to a hospital or furnishing a doctor's certificate shall not be questioned about his or her sick leave. For the purposes of light duty work, the employer shall have the right to contact the employee and the employee's doctor to see if the employee is capable of performing light duty work. All employees shall be treated equally in the offering of light duty work.

Section 2.

Employees shall accumulate sick leave at a rate of 3.7 hours per pay period, as long as an employee is maintained on the City payroll and shall continue to do so, until the employee shall have accumulated the maximum of one thousand one hundred thirty-six (1,136) hours, 142 days, of sick leave.

The City of Keokuk agrees that employees may be paid, at the employee's election, for three (3) days or twenty-four (24) hours of accumulated sick leave for the first three (3) days the employee is off duty, due to an occupational illness or injury or to whatever extent current state or federal laws dictate, on the first days of absences in conjunction with worker's compensation.

Section 3.

Employees must promptly notify their superior of their inability to work when scheduled.

Section 4.

Section 1, hereof notwithstanding, new employees shall be advanced six (6) days of sick leave upon employment and shall not earn or accumulate additional sick leave until they have been employed six (6) months, whereupon they shall earn and accumulate sick leave as provided in Section 2.

Section 5.

If death should occur while employed, pay out of sick leave shall be made to the surviving spouse and/or dependents living at home. All employees shall, upon regular retirement (IPERS rule currently in effect), be entitled to 100% of unused sick leave, with a maximum of seventy-one (71) days or five hundred sixty eight (568) hours **or** elect to use his/her accumulated sick leave up to a maximum of seventy-one (71) days or five hundred sixty eight (568) hours to purchase health insurance from the City. If election is made to use accumulated sick leave to purchase health insurance, the value of the sick leave will be calculated by dividing the employee's average compensation by the number of hours worked in a year (2,080) to calculate an hourly rate, then multiplying the hourly rate by the number of hours accrued to the employees' credit. This amount would be placed in an employee escrow account to be diminished each month by the amount of the insurance payment, and shall not accrue any interest on the escrow account. The option selected must be exercised immediately at the time of retirement without option for change afterward.

Section 6.

Employees may convert three (3) days sick leave for one (1) day of vacation pay with maximum of seven (7) days in one year converted.

ARTICLE 24

TEMPORARY HELP

It is agreed that the Employer can hire persons for temporary or emergency work for ninety-two (92) working days in any fiscal year, without complying with the wage rates set forth in this Agreement, Any job that is year-round shall not be filled by temporary help except for temporary or emergency work. Work or jobs that continue beyond 92 days shall not be considered temporary or emergency

without the agreement of the parties, and the employer shall not lay off a temporary worker before or after 92 days and replace the person with another temporary employee.

ARTICLE 25

CHECK-OFF

The employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union, all such deductions. Where laws require written authorization by the employee, same is to be furnished in the form required.

ARTICLE 26

WAGES

Section 1.

The following shall be the minimum hourly rates of pay for the classifications of employment, in the various departments covered by this Agreement:

A. For the period beginning July 1, 2007 and ending June 30, 2010.

TREATMENT PLANT OPERATORS

	7-1-07	7-1-08	7-1-09
Trainee	$15.45	$15.45	$15.76
Grade I	$16.06	$16.06	$16.38
Grade II	$17.38	$18.08	$18.80
Grade III	$18.04	$18.76	$19.51
PLANT MAINTENANCE	$18.04	$18.76	$19.51
TRUCK DRIVER/EQUIPMENT OPERATOR	$15.50	$16.12	$16.76

Section 2

Each employee covered by this agreement shall be paid as Longevity pay, the lump sum indicated below:

After five (5) years of service.... (Ten ($10.00) Dollars per pay period.....$ 260.00
After ten (10) years of service... (Eighteen ($18.00) Dollars per pay period..... $ 468.00
After fifteen (15) years of service... (Twenty-Nine ($29.00) Dollars per pay period... $ 754.00
After twenty (20) years of service... (Thirty-Seven ($37.00) Dollars per pay period....$ 962.00
After twenty-five (25) years of service... Forty-Five ($45.00) Dollars per pay period... $1,170.00
After thirty (30) years of service.....Fifty-Three ($53.00) Dollars per pay period.....$1,378.00

Longevity shall be determined upon the anniversary of each employee's employment. If an employee should retire or quit before the Longevity is paid out, it will be pro-rated on the employee's final check.

Section 3.

Receipt of Grade I, II, and III operator wages will occur only when the Waste Water Treatment Superintendent had determined that an employee's performance is satisfactory. In addition, the employee must hold a Grade I license for Grade I classification pay, a Grade II license for Grade II classification pay, and a Grade III license for Grade III classification pay.

Section 4.

Any time an employee works in a higher classification, he shall be paid the rates provided for in that classification, however, a trainee operator shall not receive pay in a higher classification, until he/she successfully obtains a Class I State License and is approved by the Waste Water Treatment Superintendent for a Grade I pay classification.

Section 5.

The employer may establish trainee wage classifications in other positions and the trainee hourly rate shall be negotiated at that time.

ARTICLE 27

COMMERCIAL DRIVER'S LICENSE

All employees covered by this agreement shall hold a Commercial Driver's License. The City will pay for the first Commercial Driver's License and thereafter will pay the difference between a regular license and a Commercial Driver's License.

ARTICLE 28

GROUP LIFE AND HEALTH INSURANCE

Section 1.

There shall be in effect during the term of this Agreement, a Group Life and Health Insurance coverage provided by the Employer on participating regular employees and their dependents.

The employer agrees to contribute during this Agreement for a single person, 100% of the cost per month and for a family, 90% of the cost per month, towards the Group Insurance benefits herein provided by the Employer. The balance of any premium cost for insurance on the employee, or for any employee and their dependents shall be paid by the employee. After three (3) months employment, new employees shall be eligible for Group Life and Health Insurance.

ARTICLE 29

TIME OFF FOR FUNERALS

Section 1.

Employees will be allowed three (3) days off work with pay as bereavement leave, in the case of a death in their immediate family. Pay for such leave shall be at the employee's straight time hourly rate for a total of twenty-four hours. The immediate family shall include spouse, father, mother, son, son-in-law, daughter, daughter-in-law, foster child, sister, sister-in-law, brother, brother-in-law, aunt, uncle, step-parent, step-children, step-brother or sister, grandparents, grandchildren, and other corresponding relatives of the employee and spouse or other relatives residing in the employees immediate household.

Section 2.

It is further agreed that an employee be allowed without loss of pay two (2) hours off work to attend a funeral of another employee working under this Agreement.

Section 3.

Employees taking time off work to serve as pallbearers shall be allowed four (4) hours off work without loss of pay. Employees, at the manager's option, shall be allowed to take an additional four (4) hours off, which shall be deducted from their vacation accrual.

ARTICLE 30

JURY PAY

The employer agrees to pay all employees called to serve on any Jury, the difference in wages between Jury Pay and their regular earnings, due to examination, selection, and/or actual service on a Jury.
If an employee is not selected for Jury duty, the employee must report for the remainder of the shift.

ARTICLE 31

PROTECTIVE CLOTHING AND WORK CLOTHING

Section 1.

The Employer shall provide and replace at no cost to the Employee, Rain Gear, Rubber Boots, and Rubber Gloves.

Employer will provide one pair of safety glasses to each employee and will contribute thirty-seven dollars and fifty cents ($37.50) towards prescription safety glasses each year. Employee to be reimbursed upon paid receipt.

Employer will provide winter coveralls each year to those employees whose duties require them to perform duties outside. Employee to be reimbursed upon paid receipt and upon return of the damaged or worn-out articles of clothing.

The failure to use and wear required protective clothing provided by the City may be a cause for the disciplining of an employee.

Section 2.

Annual uniform allowance in the amount of $300.00 (less appropriate taxes) will be paid in a separate check on the first payday following the start of the contract year for all employees who have completed their probationary period.

ARTICLE 32

SCHOOLING PERTAINING TO THE EMPLOYER'S BUSINESS

If the Employer requires an employee to attend schooling and the employee is scheduled to work, he or she shall be paid his or her regular rate of pay while attending school for time actually expended in the classroom or at practical instruction, if not more than eight hours, at one and one-half times base pay, for time expended over eight hours each day. All employees attending school shall receive mileage, unless the Employer furnished transportation. It is the intent of the parties, that any employee attending school under this Article shall receive at least eight (8) hours pay for such attendance at school.

ARTICLE 33

RIGHT TO PARTICIPATE IN IPERS

The City assures the employees of their rights to participate in the IPERS Retirement Program governed by the laws of the State of Iowa.

ARTICLE 34

PROVISIONS REGARDING HANDICAPPED EMPLOYEES

In the event a handicapped individual is employed by the City of Keokuk under this Agreement, the City of Keokuk shall not be required to promote or transfer such handicapped person to another job or occupation, unless prior to such transfer, such handicapped person by training or experience, is qualified for such job or occupation and no such person shall gain by virtue of this Agreement, any rights in addition to those provided by Chapter 601A of the 1985 Code of Iowa. This provision is intended by the parties, to comply with Section 601A.14 of the 1985 Code of Iowa.

The remaining terms of this agreement notwithstanding, nothing contained in this agreement, including sections (those provisions relating to seniority, bidding, and possibly layoffs), shall in any way limit the Employer's ability to take all reasonable necessary steps to accommodate disabled individuals and comply with the Americans with Disabilities Act.

ARTICLE 35

JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

It is the desire of the City of Keokuk and the Union, to maintain the highest standards of health and safety in employment conditions, in order to eliminate as much as reasonably practicable, accidents, death, injuries, and illness in the course of employment. To effectuate these ends, the Employer shall appoint three (3) members and the Union shall appoint two (2) members to the Joint Occupational Safety and Health Committee, which shall serve as an advisory committee to the City Council. The committee shall meet at such times, as either its members, the Union or the City of Keokuk shall request, but in no case less than once during each contract year. The committee shall, upon its own motion or at the request of the City of Keokuk or the Union, inspect the physical facilities, wherein or whereat persons covered by this Agreement are employed, in order to detect hazardous physical conditions or procedures related to health and safety. The Committee may recommend changes in the facilities, the use, or addition of protective equipment, protective apparel, or other devises for the elimination of health or safety hazards, including procedures related to training.

Nothing in this Article shall restrict the right of the Joint Occupational Safety and Health Committee from investigating health and safety conditions, within or relating to departments covered by this Agreement. Records of all accidents, injuries, and illness shall be maintained by the City of Keokuk and shall be available to the Committee or its members upon request. These reports shall include all reports required by the State of Iowa under Chapter 88 of the Code, or by the United State of America under Occupational Safety and Health Act of 1970, as amended. The Union shall designate one (1) of its members of the Occupational Safety and Health Committee, as the Union's representative to accompany any inspection or to participate in any investigation conducted by, either the State of Iowa or the United States, under either aforementioned provisions of law. Nothing in this Article shall be deemed to waive or restrict the rights and obligations of either the City of Keokuk or the Union or any individual under either, the aforementioned provisions of law and nothing herein shall be deemed a waiver of the right of the City of Keokuk to conduct independent investigations or inspections, as required or allowed by law.

The Department Safety Committee shall meet at least four (4) times a year, in order to investigate and discuss such safety matters as accidents, injuries, illnesses, and how they can be prevented, safety procedures, unsafe practices, unsafe areas or procedures in the plant, etc. They shall also be in charge of reviewing and suggesting changes to the Employee Safety Manual. The Union members will be paid at applicable rate of pay for hours actually spent at the Committee meeting.

It is the understanding that this Committee will not replace the Joint Occupational Safety and Health Committee, but will supplement it. All reports of the Committee shall be sent to the Joint Committee for consideration and also posted on the Bulletin Board at the Department. Any disputes between Employer and Union or any unresolved matters from the committee shall be sent to the Joint Committee for resolution.

There shall be two (2) management members of this department to the Department Safety Committee, and the Union shall appoint two (2) members to serve for a one- (1) year period.

ARTICLE 36

EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree to cooperate fully to assure there will be no unlawful discrimination against any employee or person seeking employment because of race, creed, color, national origin, sex, or age.

ARTICLE 37

FINES

The City will provide portable scales and will assume fines incurred due to sludge truck overloads. All other fines incurred by the driver shall be the driver's responsibility.

ARTICLE 38

RULES OF CONSTRUCTION

In the construction of this contract, whenever words of the masculine gender are used either as words or parts of words, they shall be assumed to include the feminine.

ARTICLE 39

RANDOM DRUG AND ALCOHOL TESTING

The Employer will provide for mandatory random drug and alcohol testing for all employees who maintain a valid commercial driver's license in accordance with the Federal Omnibus Transportation Employee Testing Act of 1991 as amended.

ARTICLE 40

EFFECTIVE DATE AND DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from July 1, 2007 through and including June 30, 2010.

IN WITNESS WHEREOF, the parties hereto have set their hands this 19th day of March, A.D. 2007.

Any supplement mutually agreed to thereafter shall become a part of this Agreement.

CITY OF KEOKUK,

BY: _____

DAVID GUDGEL, MAYOR

ATTEST:

BY: Donna Eilers

DONNA EILERS, CITY CLERK

CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION #238
Affiliated with the International Brotherhood of Teamsters

BY: Gary Cunham

Secretary/Treasurer

BY: Kimberly Wilson

Business Representative