Belle Plaine Teamsters #238 (Mixed) 7/1/2005 6/30/2007

BELLE PLAINE / TEAMSTERS (MIXED) 05-07

AGREEMENT

between

CITY OF BELLE PLAINE, IOWA

and

CHAUFFEURS, TEAMSTERS & HELPERS,
LOCAL UNION NO. 238, affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 2005 to June 30, 2007

Public Works Department

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A G R E E M E N T

THIS AGREEMENT is executed by the CITY OF BELLE PLAINE, IOWA, hereinafter called "Employer", and the CHAUFFEURS, TEAMSTERS & HELPERS, LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called "Union".

ARTICLE 1
RECOGNITION

The City agrees to acknowledge that the Union is the exclusive bargaining representative as set out in the Iowa Public Employment Relations Board, Case No. 4181, for those employees as listed below:

INCLUDED: all regular full-time and regular part-time City employees of Belle Plaine, Iowa

EXCLUDED: Public Works Director, Deputy City Clerk, Assistant City Clerk, City Clerk and Director of Recreation, and all others excluded by the Act.

ARTICLE 2
SEPARABILITY AND SAVINGS

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, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3
NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable. The parties agree that the Employer, with consultation with the Union, may take appropriate action to comply with the Americans with Disabilities Act (ADA).

Wherever this Agreement refers to the male gender, it shall also mean the female gender.

ARTICLE 4
EMPLOYER RIGHTS

The Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and right to: direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend, or discharge employees for proper cause; to develop and enforce rules for employee discipline, maintain the efficiency of governmental operations; to determine the number of employees to perform the assigned work; relieve employees from duties because of lack of work or for other legitimate reasons; assign overtime work; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments and personnel by which the

Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify, and administer its budget; exercise all other powers and duties granted to the Public Employer by law.

ARTICLE 5
UNION RIGHTS AND RESPONSIBILITIES

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following:

(a) That it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;

(b) That it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public.

The Employer will not interfere with the rights of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer. The Employer will determine when an interruption or interference has occurred.

ARTICLE 6
CHECKOFF

The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues and initiation fees 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, the same is to be furnished in the form required.

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

ARTICLE 7
UNION REPRESENTATIVES

Authorized representatives of the Union, upon notice given to the department supervisors, may visit the City Hall job site or Public Works building and confer with representatives of the Employer. If such Union representatives desire to confer with a Union Steward or any employee, he/she must first notify the department supervisor. The employee will not be granted permission for such conference if it will interfere with the normal operations of the department; no employee will be held out of or called in from his/her assignment for this purpose. The time spent in conference shall be without pay.

Upon reasonable request made by employees during regular business hours, the Employer shall produce for examination by the employee or his/her representative, time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved.

ARTICLE 8
STEWARDS

The Employer recognizes the right of the Union to designate one (1) Steward and one (1) alternate Steward from the Employer's seniority list. The Union shall provide the Employer with the names of Stewards and will notify the Employer of changes.

A Steward is expected to contact other employees regarding grievances before the shift begins or after the shift ends.

The authority of the Job Steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances with his/her Employer or designated Employer representative in accordance with the provisions of the collective bargaining agreement.

(b) The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information

(1) have been reduced to writing, and

(2) if not reduced to writing, are of a routine nature and do not involve work stoppages or slowdowns.

The time spent by the Steward and the employee under this Article shall be without pay.

ARTICLE 9
NO STRIKE

The Union and employees agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, suppport, or suggest any strikes, slowdowns, boycotting, sit-ins, concerted group absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act.

ARTICLE 10
GRIEVANCE PROCEDURE AND ARBITRATION

Definition. A grievance shall mean only an allegation that there has been a violation of a specific term and/or provision of this Agreement. Grievances shall be adjusted in the manner set forth below.

First Step. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and the City Administrator.

Second Step. If the grievance is not resolved satisfactorily on Step One, the Union may file, within five (5) days after the occurrence giving rise to the grievance, a written grievance with the City Administrator. The City Administrator will meet with the Union within fourteen (14) days and attempt to resolve the grievance. All written grievances shall state the Article and Section of the Agreement alleged to have been violated, the date of the violation, and relief requested.

Third Step.

(a) If the grievance is not resolved satisfactorily in Step Two, the Union may submit the grievance to binding arbitration by giving written notice to the City within fifteen (15) days after the Step Two answer is given. Grievances which have been processed through the preceding step of this procedure, and only such grievances, shall be submitted to arbitration as provided below.

(b) The grievant and his/her Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Iowa Public Employment Relations Board shall be requested to provide a panel of seven (7) arbitrators.

(c) The parties shall strike names from the panel. The Union shall remove the first name from the list. The meeting to strike names shall be held within fourteen (14) calendar days of receipt of such list of names. Each of the two parties shall alternately strike one name at a time from the list until one name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under

which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

(d) The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provision of this Agreement to the settlement of issues and grievances arising hereunder.

(e) Each party shall bear its own cost and expense of the arbitration proceedings, excluding the fee of the arbitrator, which shall be shared equally by the Employer and the Union.

The failure by an employee, the Union, or its representative to process a grievance or appeal the Employer's answer within the applicable time specified above shall bar an employee, the Union or its representatives from further pursuit of the grievance, and any such grievance shall be considered forfeited. The failure by the Employer or the Employer's representative to answer the grievance within the applicable time specified above shall be deemed a denial of the grievance, which then may be appealed to the next step.

The Union's decision to arbitrate shall be authorized by the Local Union Executive Board or its Business Agent.

ARTICLE 11
IMPASSE PROCEDURE

The statutory procedure provided for in the Public Employment Relations Act, Chapter 20, will be utilized by the parties for negotiations.

ARTICLE 12
SENIORITY

Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire.

A new employee shall serve a probationary period of ninety (90) days and can be extended one time for an additional ninety (90) days. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. An employee may be terminated during the probationary period without recourse to the grievance procedure.

The probationary period shall not qualify the employee for any of the employee's benefits with the exception of: (1) coverage for Health and Accident Insurance shall commence with the date of employment; and (2) the probationary period shall be included in determining qualifications for sick leave.

In the event it becomes necessary to reduce the work force, probationary employees shall first be laid off before regular employees. Employees will be selected for layoff and recall based on ability and skill to perform the available work. If the Employer determines that ability and skill are equal, seniority shall govern.

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

(a) Employee quits.

(b) Employee is discharged for proper cause.

(c) Engaging in other work while on personal leave of absence or giving false reason for obtaining personal leave of absence.

(d) Three (3) consecutive days of absence without notice to the Employer.

(e) Failure to report for work at the end of leave of absence.

(f) Failure to report to work within seven (7) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.

(g) Seniority rights will be forfeited after the continuous period of layoff or absence from work exceeds twelve (12) months or the employee's length of service, whichever is lesser.

(h) Employee retires.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

New hires -- date transferred from part-time to full-time is their seniority date. Part-timers would be considered first for full-time openings.

ARTICLE 13
HOURS OF WORK AND OVERTIME

The workweek shall run from 12:01 AM Monday through 12:00 PM Sunday evening.

Shift #1: 7:00 AM - 4:00 PM (includes one (1) hour unpaid lunch plus two (2) fifteen (15) minute paid rest breaks taken in the middle of the first half of the shift and the middle of the second half of the shift)

The City Council may modify or adjust the shifts and hours as needed as it deems appropriate. Overtime shall be paid after eight (8) hours in a day or forty (40) hours of work in a workweek. There is to be no pyramiding of overtime.

The normal workweek will consist of five (5) eight (8) hour days, Monday through Friday.

Employees who are called back to work shall be guaranteed two (2) hours work or pay at the applicable rate.

The standard payroll shall be paid bi-weekly with paydays on the Friday following the end of the payroll period.

If an employee is required to appear by the Employer at a City Council meeting, he/she will be paid for all time spent at the meeting.

The current collective bargaining agreement allows for two (2) fifteen (15) minute paid rest breaks to be taken in the middle of the first half of the shift and the middle of the second half of the shift. The second break will be combined with the first break for a total of thirty (30) minutes paid rest break in the morning and none in the afternoon.

ARTICLE 14
DEFINITIONS

Full-Time and Part-Time Employees. All employees who are employed to work forty (40) hours per week or more and on a regular and continuing basis shall be designated as full-time employees, and all other employees shall be designated as part-time employees. All policies and benefits herein contained, including insurance, vacation time, sick leave time and other benefits, shall apply only to full-time employees.

ARTICLE 15
HOLIDAYS

The parties recognize the following paid holidays: New Year's Day, President's Day, Memorial Day, Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), Day after Thanksgiving Day, Christmas Eve Day, Christmas Day (December 25) and two (2) personal days per year which cannot be carried over from one year to the next. Effective July 1, 1994, the Employee's Birthday will be considered a holiday. At least two (2) work days advance request must be given to the Employer prior to the day to be taken off work. All full-time employees of the City will be paid for eight (8) hours of regular pay for each of said recognized holidays, provided that:

(a) The employee has worked as a full-time employee for thirty (30) calendar days.

(b) The employee has worked the last scheduled workday preceding said holiday and the first scheduled workday following such holiday (employees who are

(a) The employee has worked as a full-time employee for thirty (30) calendar days.

(b) The employee has worked the last scheduled workday preceding said holiday and the first scheduled workday following such holiday (employees who are on authorized vacation time and sick leave time shall be considered as having worked for this purpose).

(c) The occurrence of a recognized holiday during any employee's authorized vacation time or sick leave time shall not serve to extend the vacation or sick leave time.

Employees shall be compensated at double their regular rate of pay for all time worked on the day designated by the City as a holiday in addition to their holiday pay. All holidays falling on a Sunday will be observed on Monday and all holidays falling on a Saturday will be observed on the preceding Friday.

ARTICLE 16
VACATION TIME

All full-time employees shall, subject to the approval of their immediate supervisor as to the time of taking such vacation, be entitled to paid vacations as follows:

One (1) week each calendar year after one (1) full year of employment

Two (2) weeks each calendar year after two (2) full years of employment

Three (3) weeks each calendar year after nine (9) full years of employment

Four (4) weeks each calendar year after fifteen (15) full years of employment

Five (5) weeks each calendar year after twenty five (25) full years of employment.

Vacation time earned will be determined as of the employee's anniversary date of each year.

Vacation earned cannot be carried over from one year to the next. The vacation time taken off work will not be unreasonably denied by the Employer. Only one (1) week of vacation can be taken in no less than daily increments. Vacation days shall be computed as days worked.

Two weeks advance notice is required to taking vacation time off work. For single days of vacation time off, two work days advance notice is required. All vacation requests are subject to Employer approval.

In the event that a holiday falls within an employee's vacation period, he/she shall receive, at the Department Supervisor's option, either another day of vacation or pay in lieu.

If an employee is on vacation and is called to work, he/she shall be paid one and one-half (1 1/2) times his/her hourly rate.

ARTICLE 17
SICK LEAVE

All full-time employees shall be entitled to full pay while absent from work because of injury or sickness at the rate of one (1) day per month of full-time employment; such sick leave time, if not used, shall accrue to a maximum of not more than one hundred ten (110) days; however, such sick leave payment and accrual of time shall be subject to the following:

a. Sick leave will not be granted for absence from work on the day immediately preceding or following a holiday, weekend, vacation or day(s) off, unless otherwise mutually agreed to, and absence of more than two (2) consecutive work shifts shall require a certificate from a physician for sick leave pay to be granted. Habitual abusers of sick leave will be required to furnish a medical doctor's written statement to verify illness before any sick leave payment will be made.

b. Sick leave that is not used shall not be construed as additional vacation time, nor is said unused sick leave subject to compensation by the Employer.

c. An employee who is absent from work and on sick leave shall notify his/her supervisor as early as practical on or before the first day of sick leave in advance of the time of reporting for work. Failure to make such report shall result in that day's absence not being counted as sick leave.

d. Sick leave benefit will not be available for any employee who is absent because of injuries sustained while engaged in or employed by any business other than employment for the City of Belle Plaine.

e. Any employee who is on authorized sick leave on any legal holiday shall not be entitled to an additional day of sick leave because of said holiday.

f. One (1) day of earned sick leave can be taken in one-half (1/2) day increments, either the first or second half of the shift.

ARTICLE 18
FUNERAL LEAVE

An employee will be excused from work, with pay, for the purpose of making arrangements or attending the funeral of an immediate member of the employee's family, that is, grandmother, grandfather, granddaughter, grandson, father, mother, stepparents, brother, sister, spouse, son, daughter; subject, however, to the following:

a. Pay will be limited to the necessary time lost from the employee's regular schedule, not exceeding a maximum of three (3) working days. Paid days would be the day before the funeral, the day of the funeral, and the day after the funeral. An additional two (2) days of paid funeral leave will be allowed in the case of the death of an employee's spouse or child.

supervisor or City Council member for the time the employee will be off to attend said funeral.

d. An employee will obtain a paid absence for one (1) day (the day of the funeral) or less, subject to the approval of his/her immediate supervisor, to attend the funeral of a father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or grandparents of the employee's spouse.

e. To qualify for any funeral leave pay, the employee must attend the funeral.

f. An employee is allowed to take vacation time to serve as a pallbearer.

ARTICLE 19
JURY DUTY

All employees required to serve jury duty shall be excused from reporting for their regular duties during the time they are required to serve, and they shall be paid for such time the difference between the jury duty pay and their regular pay and at regular time rates and for the hours they are absent from work (not to exceed eight (8) hours per day, five (5) days per week).

ARTICLE 20
INSURANCE

The Employer reserves the right to select any insurance carrier(s). Should a carrier be changed, the insurance plan affected will remain substantially equal to the plan in effect on July 1, 2005 and July 1, 2006.

Group Health Insurance. The Employer will pay the full single and dependent coverage premiums.

Life Insurance Benefits. The Employer will provide and pay for $15,000 coverage per employee with $15,000 additional for accidental death.

Disability Insurance. The Employer pays the premium for employee coverage.

ARTICLE 21
MILITARY LEAVE

All regular employees entering military service of the United States (whether involuntary or voluntary, including National Guard or Reserves) shall be given leave of absence for the time spent in the service, providing that, within ninety (90) days, upon release from such military service, he reports for duty at his old job at prevailing rate of pay for the class and job code. While absent, increases shall be given as if no absence existed.

According to Section 29A.28 of the Iowa Code, each regular employee shall be entitled to receive regular pay from the City during the first thirty (30) calendar days of such military leave.

ARTICLE 22
GENERAL CONDITIONS

This Agreement shall be construed under the laws of the State of Iowa.

Employees shall be reimbursed for expenses incurred in attending training or educational programs required by the City. The amount of reimbursement for expenses shall be in accordance with then current City policy on reimbursements on paid receipts.

The City shall pay the Maintenance employees a clothing allowance of Three Hundred Dollars ($300.00) to be paid to the employee upon presentation of paid receipts for the work clothes.

Personal car mileage reimbursement shall be thirty-two cents ($.32) per mile.

ARTICLE 23
JOB CLASSIFICATIONS AND WAGE RATES

Reference is made to Exhibit A covering job classifications and wage rates. By this reference, said Exhibit A becomes a part of this Agreement.

ARTICLE 24
LONGEVITY

Two cents ($.02) per hour for each year of service will be paid to an eligible employee in a lump sum amount on December 1 of each year.

ARTICLE 25
EFFECTIVE DATE AND TERM

THIS AGREEMENT shall be effective July 1, 2005 through June 30, 2007.

The terms and conditions of this Agreement shall continue from year to year after June 30, 2005 unless one or both of the parties seeking modification shall cause a written notice to be served on the other party by September 15, 2006 or by September 15 of any contract year thereafter.

THIS AGREEMENT constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, agreed that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this 19th day of April, 2005.

CHAUFFEURS, TEAMSTERS & HELPERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By Gary Lenham

Title Sec Treasurer

By Dale L. Walter

Title Bus. Rep.

CITY OF BELLE PLAINE, IOWA

By James R. Daily

Title Mayor

By William Daily

Title City Administrator

EXHIBIT A

JOB CLASSIFICATIONS AND HOURLY WAGE RATES

The straight time hourly wage rates for the following job classifications will be:

	Effective			
Job Classification	7-1-05	1-1-06	7-1-06	1-1-07
Laborer	$11.78	$12.02	$12.26	$12.51
Grounds/Operator	$10.63	$10.84	$11.06	$11.28
Water Operator	$14.49	$14.78	$15.08	$15.38
Waste Water Operator	$14.49	$14.78	$15.08	$15.38
Water/Wastewater Operator	$15.67	$15.98	$16.30	$16.63
Equipment Operator	$14.69	$14.98	$15.28	$15.59
Working Group Leader	$17.63	$17.98	$18.34	$18.71

New Hires – Wage rates for new employees

Start	85% of classification rate
After 3 mos.	90% of classification rate
After 6 mos.	95% of classification rate
After 1 year	100% of classification rate

Certification Pay

After receiving all City required certifications, employees are eligible for an additional ten cents ($.10) per hour for each certification. Example: If the City requires an employee to have a Grade III certification, the employee is eligible for a maximum of thirty cents ($.30) per hour, even if the employee has a Grade IV certification. Certification pay is not included in the employee's base rate.

If the Laborer is assigned to the back hoe (hoe attachment) or the Road grader for 2 consecutive hours or more, the Laborer will be paid at the Equipment Operator wage rate for the hours spent operating the machine.