Mt. Vernon	Teamsters #238 (Public Works)	7/1/2004	6/30/2007

MOUNT VERNON / TEAMSTERS #238 (PUB. WORKS) 04-07

MASTER AGREEMENT

BETWEEN

THE CITY OF MOUNT VERNON
PUBLIC SERVICES

AND

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238

JULY 1, 2004 - JUNE 30, 2007

CITY OF MT. VERNON

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AGREEMENT

This Agreement made and entered into by and between the CITY OF MOUNT VERNON, hereinafter referred to as the "Employer" and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, affiliated with International Brotherhood of Teamsters, hereinafter referred to as the "Union" or its successors.

ARTICLE 1
PURPOSE

The purpose of the City of Mount Vernon and the Union in entering into this Agreement is to set proper standards of wages, hours, working conditions and other conditions of employment so as to promote the efficiency of public service; the morale and security of employees covered by this Agreement; and harmonious relations, giving recognition to the legal rights and responsibilities of the City, the Union, and the employees.

ARTICLE 2
RECOGNITION

Section 2.1
The City agrees to and acknowledges that the Union is the exclusive bargaining representative as set out in PER Board Case No. 2275 for those employees as listed:

INCLUDED: All regular full-time and regular part-time employees in the City Hall Office, the Streets, Water, Sewer Treatment.

EXCLUDED: All police department employees, elected officials and all other persons excluded by Section 4 of the Act.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1
In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitations to the Employer, to wit:

(a) The right to manage the Employer's operations and to direct the working force;

(b) The right to hire employees;

(c) The right to maintain order and efficiency;

(d) The right to extend, maintain, curtail or terminate operation of the Employer;

(e) The right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;

(f) The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;

(g) The right to create, modify and terminate departments, job classifications and job duties;

(h) The right to transfer, promote and demote employees;

(i) The right to discipline;

(j) The right to suspend and discharge employees for proper cause;

(k) The right to lay off;

(l) The right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the Employer at any time; and

(m) The right to enforce and require employees to observe rules and regulations set forth by the Employer;

(n) The right to change the title and job description and to set the wages the City deems appropriate for a given position if said position is vacated for any reason.

provided, however, that these rights will not be used for the purpose of discriminating against any employee because of their membership or non-membership in the Union.

Section 3.2
The list of management rights, set forth above, is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4
UNION RIGHTS AND RESPONSIBILITIES

Section 4.1
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, to wit:

(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 actively combat absenteeism and any other practice which restricts efficient operations of the Employer, and

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

Section 4.2
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.

Section 4.3
For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during working time with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

ARTICLE 5
CHECK OFF

Section 5.1
The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues 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.

Section 5.2
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.

Section 5.3
The Employer shall make deductions for Credit Union, D.R.I.V.E., or direct deposit provided the employee has provided proper written authorization.

Section 5.4
The Union, its successors or assignees, 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 by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

ARTICLE 6
UNION REPRESENTATIVES

Section 6.1
Authorized representatives of the Union upon advance notice given to the City Administrator may visit the City facilities and confer with representatives of the Employer. If such Union representative desires to confer with a Union Steward or any employee, they must first notify the shift supervisor. The employee will not be granted permission for such operations of the department; no employee will be held out of or called in from their assignment for this purpose. The time spent in conference shall be without pay.

Section 6.2
Upon reasonable request made by employee during regular business hours, the Employer shall produce for examination by an employee or their representative, time sheets and other records pertaining to the computation of compensation of an 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 7
STEWARDS

Section 7.1
The Employer recognizes the rights of the Union to designate a reasonable number of stewards and alternates from the Employer's seniority list. The Union shall provide the Employer with a list of such stewards and any changes made from time to time. Reasonable number shall mean one (1) steward per ten (10) employees.

Section 7.2
A steward is expected to contact other employees regarding grievances at shift change unless they secure prior permission from the City Administrator. They may not leave their job assignment unless they have prior approval from the City Administrator.

Section 7.3
The authority of job stewards and alternates 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 their Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement.

(b) the collection of dues if payroll deduction is not used and then only with authorization by appropriate Local Union action.

(c) 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

(l) have been reduced to writing, or

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

Section 7.4
The time spent by the Steward and the employee under Article 7.2 and 7.3 shall be without pay.

ARTICLE 8
HOURS OF WORK AND OVERTIME

Section 8.1
The work week for the purpose of computing weekly overtime pay will begin at 12:00 A.M. on Sunday.

Section 8.2
The regular workday consists of eight (8) work hours, and the regular work week consists of forty (40) hours of five (5) consecutive regular work days, Monday through Friday. Starting and ending hours of work shall be determined by the City and posted.

Section 8.3
Overtime shall be paid as follows:

(a) Time and one-half (1 1/2) shall be paid for all work performed in excess of eight (8) hours per day. Such overtime pay will not be paid, except for those hours at the end of a shift in excess of eight (8) consecutive hours, regardless of the starting time of the shift. The regular work week shall be a forty (40) hour week.

(b) Time and one-half (1 1/2) shall be paid for all work performed on Saturday, Sunday and holidays in addition to holiday pay.

(c) Overtime pay will be calculated on the basis of one and one-half (1 1/2) times the employee's regular straight time hourly rate.

(d) For those employees on a salary basis, the hourly straight time shall be determined by dividing the annual salary by 2080 hours.

Section 8.4
An employee who is called in to perform work outside of their regular shift hours shall be provided at least two (2) hours of work or pay at the applicable rate of pay. This does not apply to scheduled overtime or to overtime contiguous to a regular eight (8) hour work day.

Section 8.5
The City shall have the right to require overtime work. The City will apportion the opportunity to work overtime as equally as possible among qualified employees in the job classification. The apportionment is not grievable.

Section 8.6
Overtime shall be paid in accordance with the applicable provisions of the Fair Labor Standards Act.

ARTICLE 9
SALARIES AND WAGES

Section 9.1
The following pay schedules for the fiscal years July 1, 2004 through June 30, 2007 shall be as follows:

All employees' wages shall be at the rate shown below:

For Operator I (12 months) and Administrative Assistant (12 months):

7-1-04	$11.36
7-1-05	$11.78
7-1-06	$12.20

For Operator II and Administrative Assistant positions:

7-1-04	$14.26
7-1-05	$14.68
7-1-06	$15.10

For Operator III:

7-1-04	$16.30
7-1-05	$16.72
7-1-06	$17.14

For Water/Wastewater Operator:

7-1-04	$19.07
7-1-05	$19.49
7-1-06	$19.91

For Lead Operator:

7-1-04	$19.07
7-1-05	$19.49
7-1-06	$19.91

For Assistant Lead Operator I:

7-1-04	$16.98
7-1-05	$17.40
7-1-06	$17.82

Stand-by Pay: The employee shall be paid thirty ($30.00) for each day they are on call or are to be immediately available for work (example: a two (2) day weekend pay to be sixty dollars ($60.00)).

ARTICLE 10
MEALS AND BREAKS

Section 10.1
Employees working or scheduled to work that day for four (4) hours shall be entitled to one (1) twenty (20) minute work break. All employees working or scheduled to work that day for eight (8) hours shall be entitled to two (2) twenty (20) minute work breaks, one (1) in the morning and one (1) in the afternoon. Breaks may not be taken sooner than two (2) hours at the start of a shift nor end later than one (1) hour before the end of a shift. In addition, breaks may not be used to leave early or to extend or prolong a lunch period. Breaks shall include travel time. Employees may use the company vehicle to travel to and from lunch breaks.

Section 10.2
Employees working or scheduled to work more than six (6) hours in a day shall be entitled to take an unpaid one (1) hour meal to be taken as scheduled by the supervisor. Employees working at their shops must punch in and out for lunch. Employees shall be guaranteed their one (1) hour lunch break.

ARTICLE 11
JURY DUTY PAY

Section 11.1
An employee who is summoned for jury duty, shall be excused from work for the days on which they served, and they shall receive for each day of jury service on which they otherwise would have worked the difference between their regular straight time hourly rate and the payment they received for jury service. The employee will present proof of service and of the amount of pay received therefore. Payment in this difference will not exceed sixty (60) days in one (1) calendar year.

Section 11.2
An employee who is called for jury but is excused by the court shall be obligated to return to the City and work the balance of their regularly scheduled hours in order to receive pay for that time which was lost because of the call for jury duty. In case an employee is subpoenaed in a job related case, they shall not lose any pay as a result thereof. No employee shall receive pay in any job related case where the employee is plaintiff or complainant.

ARTICLE 12
PAY

Section 12.1
The standard payroll shall be paid every two (2) weeks with pay days on the Friday following the end of the payroll period.

Section 12.2
Except as otherwise provided in this Article, employees working in excess of either the standard work day or the standard work week, that is, working overtime, will not be paid unless the work is performed at the direction of, or with the express approval of the employee's supervisor, who is the City Administrator, or Mayor, or person designated by Mayor and Council.

Section 12.3
Unless prohibited by the Fair Labor Standards Act, an alternate to compensation at overtime rates for time worked in excess of the standard, the employee may elect compensatory time off, to be taken at a later date, which will be computed at one and one-half (1 1/2) times the time actually worked overtime.

Compensatory time off shall be taken and used only at the convenience of the City and with the prior approval of the employee's supervisor. Employees shall be compensated at time and one-half (1 1/2) for all hours in excess of eight (8) hours in any one day or forty (40) hours in any one week. An employee shall be allowed to build up eighty (80) hours of comp time.

ARTICLE 13
HOLIDAYS

Section 13.1
Legal holidays observed are:

New Year's Day	Day after Thanksgiving
Memorial Day	Day before Christmas
July 4th	Christmas Day
Labor Day	Veteran's Day
Thanksgiving Day	Presidents Day

Section 13.2
All full-time employees entitled to holiday pay will observe the holiday on the day on which it falls. The holiday will be celebrated on the preceding Friday if the holiday occurs on Saturday, and on Monday where the holiday occurs on Sunday. Employees will be paid eight (8) hours pay at straight time for a holiday occurring or observed on a day when they are not scheduled to work. Personal days may be taken in one (1) hour increments.

Section 13.3
If a holiday for which an employee is eligible for holiday pay falls within an employees's vacation period, the employee will be granted an additional day off with pay immediately preceding or following their scheduled vacation for each holiday that occurs during their vacation period.

Section 13.4
Employees may carry over up to four (4) unused personal days.

ARTICLE 14
UNIFORMS - MILEAGE - EXPENSES

Section 14.1
The City will provide five (5) clean uniforms for each week of work at no cost to the employee (winter and summer). All employees will maintain a presentable appearance at all times, including clean clothes and personal hygiene. Each employee will be allowed one Carhart or equivalent insulated bibs and jacket. Bibs and jackets may be turned in for replacement due to normal wear and tear.

Section 14.2
Mileage: The City of Mount Vernon will compensate an employee at the current IRS rate per mile when the employees are required to provide their own transportation in order to perform their job function when authorized by the City Administrator prior to use of personal vehicles.

Section 14.3
Expenses: Employee shall obtain prior approval before incurring any expenses in the line of duty and thereafter shall be reimbursed by the City provided the employee files the bill with the City Administrator.

Section 14.4
Office staff will continue to have ten (10) winter shirts, ten (10) summer shirts, and four (4) pairs of slacks to be cleaned and maintained by them, with replacement on a wear and tear turn-in.

Section 14.5
City to reimburse $100 per year for employee membership to area fitness center.

ARTICLE 15
GROUP HEALTH AND LIFE INSURANCE

Section 15.1
The City shall provide the Alliance Select Blue Cross Blue Shield medical insurance plan and Delta Dental for all full-time employees including dependent coverage. The City shall reimburse employees for one-half (1/2) of all amounts which qualify for the deductible and

designation by the Alliance Select Blue Cross Blue Shield insurance plan upon submission of appropriate proof to the City Administrator. The employee shall be responsible for one-half (1/2) of the deductible and all of the co-insurance amounts upon submission of appropriate proof to the City's designated Third party Administrator (T.P.A.). The City will not reduce any benefit or coverage of group health and life insurance without prior negotiations with the bargaining representative. Coverage periods, coverage requirements and dates of premium payments shall be determined by the carrier and changes in practice may be made pursuant to any mandated changes made by the carrier. The city shall provide a vision care plan as outlined and approved by the Mt. Vernon Self Funded Vision Care plan enacted on 3-1-2003; said plan to cover members spouse and children (if any).

Section 15.2
The City will provide life insurance equal to two (2) times employees annual salary up to one hundred thousand ($100,000.00) for full-time employees with the coverage to be effective on or off the job and an additional twenty-five thousand dollars of coverage ($25,000.00) for accidental death of the employee.

Section 15.3
Also, ten thousand dollars ($10,000.00) life insurance on the employee's spouse and five thousand dollars ($5,000.00) on each eligible child.

Section 15.4
Eligible employees will be provided with disability insurance which disability insurance shall cover sixty percent (60%) of the employee's wage for a maximum of five (5) years. There will be a waiting period on disability insurance before said coverage is available of ninety (90) days after the disability occurs.

ARTICLE 16
SICK LEAVE

Section 16.1
All employees shall receive sick leave at the rate of 1 1/6 days per month. Employees shall not accumulate more than 105 days of sick leave but may, after accumulating 25 days of sick leave, trade two (2) days of sick leave earned in excess of the 25 day limit for one (1) extra day's vacation, up to a maximum of five (5) extra vacation days per fiscal year. All extra vacation days referred to in this paragraph must be used by the end of the fiscal year (June 30) in which the sick days in excess of 105 are earned so that no employee has credit for more than 105 sick days at the beginning of each fiscal year (July 1). Employees may accrue sick days past the 105 earned limit but such sick days may only be used toward certifiable catastrophic sickness or illness. In no instance will the City be liable to reimburse earned but not used sick leave in excess of the cap of 105 sick days as per Section 16.3; additionally, all of Section 16.3 remains unchanged.

Section 16.2
Absence for more than two (2) consecutive work days requires a certificate from a physician for sick leave pay to be granted. Sick leave shall be charged in one (1) hour increments if the employee becomes sick after the work day begins.

Section 16.3
Upon retirement (normal, vested or disability) with minimum service of twenty (20) years, all of the accumulated sick leave will be paid as an additional pay check to the employee or their estate. Pay rate will be at the employee's regular rate. Upon termination (voluntary/involuntary) the employee shall receive one-half (1/2) of all accumulated sick leave pay. If the involuntary termination is for cause/misconduct on the part of the employee, no payment shall be made by virtue of the preceding sentence.

Section 16.4
Duty Related Injury Coverage: When an employee suffers from a duty related injury they shall receive Worker's Compensation coverage and shall be guaranteed that the City will pay the difference so that they will not lose their normal pay while on duty related injury time, with a maximum of nine (9) months.

Section 16.5
All employees shall receive three (3) personal days paid per year on employees' anniversary date.

Section 16.6
Employees may use up to six (6) of their earned sick days per year for the comfort and care and transportation to hospitals and doctors offices for their immediate family only, upon receipt of certification from doctor or physician.

ARTICLE 17
VACATIONS

Section 17.1
All regular full-time employees shall be entitled to vacation time with pay at their established rate under the following schedule. Vacation is to be accrued monthly beginning on the first day of employment:

After 1 year of service	1 week of vacation
After 2-6 years of service	2 weeks of vacation
After 7-14 yrs. of service	3 weeks of vacation
After 15-19 years of service	4 weeks of vacation

After 20 years of service 5 weeks of vacation

Section 17.2
Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

Section 17.3
If an employee has been employed for a period of more than twelve (12) months, payment for vacation days earned will be paid upon retirement, resignation or dismissal. In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee.

Section 17.4
Vacation days are calculated as per Section 17.1 and posted for all employees on the first pay period of each month and reflect the hours of vacation earned the previous month.

Section 17.5
Vacations shall be scheduled on a seniority basis. Subject to approval of City Administrator, vacations may be taken in one (1) hour increments at a time.

Section 17.6
Employees may carryover unused vacation up to eighty (80) hours from prior year.

ARTICLE 18
FUNERAL LEAVE

Section 18.1
A paid leave of absence of time required up to three (3) days will be granted for a death within the immediate family, providing such is approved by the City Administrator prior to taking said leave. Immediate family shall include the following relatives: wife, husband, son, daughter, stepchildren, stepparents, sister, brother, parents of employee or spouse, grandparents, and grandchildren.

ARTICLE 19
MILITARY LEAVE

Section 19.1
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, they report for duty at their old job at prevailing rate of pay for the class and job code. While absent, increases shall be given as if no absence existed. Department seniority is maintained and longevity maintained.

Section 19.2
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 20
TRAINING

Section 20.1
The Employer shall provide and pay for all expenses incurred for the attendance in service training schools. When the job necessitates the certification of employees to remain in their present job class, the Employer shall provide training as specified by the certification agency. The Employer shall pay all tuition costs and registration fees and shall compensate the employee for scheduled work hours missed or for all time spent in training at their straight time hourly rate for travel time when necessary. The Employer shall furnish a car or pay mileage expenses, if the employee is required to travel to attend training sessions. The Employer shall pay meal and lodging expenses when appropriate in accord with the travel rules and regulations of the City in existence at the time of the travel. The payment required by this section will not be made at any time after the employee enrolls but does not complete the training or does not receive the certification.

ARTICLE 21
BULLETIN BOARD

Section 21.1
The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business.

ARTICLE 22
SENIORITY

Section 22.1
A probationary period of twelve (12) months shall be required for both newly hired full-time and part-time employees. The twelve (12) month probationary period covers only performance and job-related qualifications. All fringe benefits are guaranteed to a full-time employee upon employment.

Section 22.2
If a part-time employee becomes a full-time employee, seniority shall be established by pro-rating time worked as part-time employee as follows:

Average No. hours worked per week		
40	X	total time worked

Section 22.3
In the event it becomes necessary to reduce the work force seniority will be followed. Employees with the least seniority shall be laid off first if the remaining employees can qualify to do the work or be trained to qualify satisfactorily for the work within 30 days. When recalling employees they shall be recalled according to seniority if they are qualified for the positions to be filled. If any job coming under this Agreement is eliminated, employees who are qualified will be permitted to use their seniority to bump into other jobs covered by this Agreement.

A. In the event of a recall, an employee laid off shall be given ten (10) days notice of recall by certified letter, mailed to their last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice unless otherwise mutually agreed to. The employee's response to a recall notice must be in writing and delivered by certified mail to the person providing the recall notice. In the event the employee fails to comply with the above, they shall be terminated and lose all seniority rights under this Agreement.

B. All employees on lay off status shall retain their seniority.

ARTICLE 23
SAFETY

Section 23.1
The Employer shall comply with all safety regulations as set out by Department of Labor (OSHA) both State and Federal regarding safety and health.

Section 23.2
Any safety equipment as determined by the City to be necessary for the performance of the job shall be furnished by the Employer at no cost to the employee and shall be worn and/or used by the employees.

ARTICLE 24
GRIEVANCE PROCEDURE AND ARBITRATION

Section 24.1
Definition. A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Section 24.2
Purpose and Procedure.

a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The Employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.

c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or their representative shall be conducted so as to result in no interference with or interruption of work. The City shall determine whether an interference has occurred under this paragraph. Unless agreed to by the Employer, all grievances shall be processed outside the employee's work day.

d. All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.

e. If any employee files any claim or complaint in any form other than the grievance form set forth in this agreement, then the City shall not be required to process the same claim or set of facts through the grievance procedure unless unresolved.

f. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated union representative heretofore referred to in this Article.

g. At all steps of a grievance the Employer and Union shall have the right to have representatives to attend any meeting required to resolve the grievance. Every employee covered by the Agreement shall have the right to present grievances in accordance with these procedures.

Section 24.3
First Step. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and their immediate supervisor. If requested by the allegedly aggrieved employee, the recognized union representative may be present in this informal discussion.

Section 24.4
Second Step.

a. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the employee's immediate supervisor within seven (7) calendar days after the informal conference with the immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested.

b. Within seven (7) calendar days after the immediate supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and their union representative.

c. The immediate supervisor shall render such decision and communicate it in writing to the aggrieved employee within fourteen (14) calendar days following the meeting between the supervisor and the aggrieved.

Section 24.5
Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved, if they so desire may file an appeal of the supervisor's answer within seven (7) calendar days of the said written decision with the Mayor or his/her representative. Within seven (7) calendar days after the written grievance is filed, the aggrieved, the Union representative of the aggrieved, and the Mayor shall meet in an attempt to resolve the grievance. The Mayor and/or his/her representative shall file an answer within fourteen (14) calendar days of the third step grievance meeting and communicate it in writing to the employee, the immediate supervisor, and the union representative of the employee.

Section 24.6
Fourth Step.

a. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply then grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below.

b. The grievant and their 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 Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators.

c. The parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. Each of the two (2) parties shall alternately strike one name at a time from the list until one shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close for 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 provisions 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 grievant or their representative(s).

Section 24.7
Any grievance action, resulting from the same set of facts that has led to appeal under provisions of the code, constitution, or through an outside agency, shall become null and void upon initial filing of the intent to proceed under the code, constitution, or through an outside agency.

ARTICLE 25
SAVINGS CLAUSE

Section 25.1
Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and

clauses shall remain in full force and effect.

ARTICLE 26
GENERAL CONDITIONS

Section 26.1
This Agreement shall be construed under the Laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 26.2
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, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or 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.

ARTICLE 27
BONDS

Section 27.1
It is further understood and agreed that should the Employer require the employees to give bond, same shall be furnished, the Employer to pay the premium.

ARTICLE 28
NO INDIVIDUAL AGREEMENTS

Section 28.1
It is agreed by the Employer that the employees shall not be asked to make any written or verbal contract which will in any way conflict with this Agreement. Likewise, it is agreed by the employee that the employer shall not be asked to make any written or verbal contract which will in any way conflict with this agreement.

ARTICLE 29
PERMANENT PART-TIME EMPLOYEE BENEFITS

Section 29.1
Permanent part-time employees shall be entitled to holiday and sick leave benefits in the full amount while they are employed on a forty (40) hour per week schedule. When they are on a part time work schedule they shall be paid on a pro rata basis according to the number of hours worked per week (example: while working twenty (20) hours per week they would be entitled to one-half (1/2) the benefits, thirty (30) hours per week - three-fourths (3/4) the benefits).

Section 29.2
Those employees shall have their vacation time computed on the total number of hours worked in a year (example: 1040 hours worked for the year would entitle those employees to one-half (1/2) of the vacation schedule, etc.).

ARTICLE 30
EFFECTIVE DATE AND TERM

Section 30.1
This Agreement shall be effective July 1, 2004 through June 30, 2007.

Section 30.2
This Agreement shall continue in effect from thereafter unless one (1) of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 1st of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served, either party may offer any modification of Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 30TH day of JUNE, 2004.

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

By _____
Secretary-Treasurer

By _____
Business Representative

CITY OF MOUNT VERNON, IOWA

By _____
Mayor

By _____
City Attorney