Newton Teamsters #120 (Mixed) 7/1/2006 6/30/2007

NEWTON / TEAMSTERS #120 (MIXED) 06-07

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AGREEMENT

CITY OF NEWTON

AND

TEAMSTERS LOCAL 120

NEWTON

JULY 1, 2006 - JUNE 30, 2007

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ARTICLE – 1
PREAMBLE

This Agreement is executed by the City of Newton, Iowa, (hereinafter known as the "Employer") and Teamsters Local 120, affiliated with the International Brotherhood of Teamsters, (hereinafter known as the "Union").

The Employer, the Union and the Employee, recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Newton, Iowa.

The Employer, the Union, and the Employee, further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of municipal government and municipal service in the City of Newton.

ARTICLE – 2
DEFINITIONS

Sec. 1. A part-time employee is one who is hired for a period of 20 hours per week, or less. A part-time employee is not included within this bargaining unit and is not entitled to the benefits of this Agreement. It is further agreed that such part-time employees are not to be used to deny regular employees of overtime work.

Sec. 2. A temporary employee is one who is hired for a period of 120 consecutive calendar days, or less. A temporary employee is not included within this bargaining unit and is not entitled to the benefits of the Agreement.

Sec. 3. A probationary employee is one who has not completed One Hundred Eighty (180) days of continuous service with the Employer. During the probationary period, such employee may be terminated at the discretion of the Employer and the Employer may otherwise discipline, lay-off, or suspend such probationary employee for any just cause. The one hundred eighty (180) day probationary period may not be extended without mutual agreement of the Union, the employee and the City.

Sec. 4. A regular employee is an employee who has completed the probationary period.

Sec. 5. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

Sec. 6. Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

ARTICLE – 3
RECOGNITION

Sec. 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees in the following described Unit as defined by the Iowa Public Employment Relations Board in Case No. 1236, to wit:

Equipment Operator, Mechanic, Waste Water Treatment Plant Operator, Landfill Operator, Cemetery Attendant, Laborer, Utility Worker.

ARTICLE – 4
CHECK-OFF

Sec. 1. The Employer agrees to deduct Union Membership dues for the Union in a specific dollar amount twice each month from the pay of those employees who individually request in writing such deduction be made. Authorizations delivered to the Employer at least ten (10) days prior to the first day of the succeeding month shall become effective on the first day of said succeeding month. Any change in the check-off shall be requested by the individual in writing.

Sec. 2. Check-off monies will be deducted from each pay check and shall be remitted to the Union within ten (10) days after the deductions have been made.

Sec. 3. The Employer will not deduct dues beginning the first day of the month after which the employee is no longer a part of the bargaining unit. An employee may voluntarily cancel or revoke the authorization for check-off upon thirty (30) days notice in writing to the Employer and to the Union.

Sec. 4. The Employer will not be liable for damages arising by virtue of mistakes in connection with funds collected under the provisions of this Article and the Union and the employees agree that the Employer shall be saved harmless for deduction made in conformance with the written authorization.

ARTICLE – 5
HOURS OF WORK AND OVERTIME

Sec. 1. The normal guaranteed work week for employees who are on a monthly salary is forty (40) hours per week, average over fifty-two (52) weeks, exclusive of unpaid lunch periods.

Sec. 2. Eight consecutive hours of work, exclusive of the meal period, within the twenty-four (24) hour period beginning at 12:01 A.M., shall constitute the normal work day.

Sec. 3. All work in excess of forty (40) hours per week or eight (8) hours per day performed by non-exempt employees shall be considered overtime, except as modified herein.

Sec. 4. All overtime work must be authorized by management.

Sec. 5. Each employee shall be granted two (2) fifteen (15) minute rest periods during each work day at times scheduled by the Employer. Employees are encouraged to utilize a location nearest the current job site. Employees will receive an unpaid meal period of one (1) hour during each work day at times scheduled by the Employer.

Sec. 6. It is understood and agreed that the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. The Employer shall give the Union as much advance notice as possible of any major change of working conditions. Excessive changing of regular working hours shall be subject to the grievance procedure.

Sec. 7. Overtime for non-exempt employees will be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. However, the employee may request compensatory time off based on one and one-half (1-1/2) hours off for each hour of overtime credit. The time off allowed must be taken at a time mutually agreeable to the employee and the supervisor.

An employee may not accumulate compensatory time in excess of one hundred and four (104) hours per year. Any employee working overtime after having accumulated one hundred and four (104) hours of compensatory time may be required to take the additional overtime in overtime pay. Compensatory time accrual is limited to one hundred and four (104) at any time unless otherwise authorized by the Public Works Director and may be carried over from one year to the next.

Each City Division will post an overtime list and update it quarterly.

Sec. 8. Anytime that an hourly employee is called to work outside of his normal work hours, he shall be paid for a minimum of three (3) hours at the rate of time and one-half (1-1/2) the employee's regular rate of pay.

Sec. 9. A supervisor shall not perform work of the type customarily performed by employees within the bargaining unit except as follows:

a) instruction or training of employees;

b) in emergencies when employees are not readily available in time or sufficient numbers;

c) duties which the supervisor performed prior to the making of this Agreement, during normal working hours;

d) duties of an experimental or tryout nature, including but not limited to new equipment.

Sec 10. The workweek shall begin at 12:01 AM Sunday.

Sec. 11. Working scheduled day off. Employees required to work outside of their established, basic normal or regular work day or work week, will be paid at the rate of (1½) one and one half times their regular rate of pay.

ARTICLE – 6
HOLIDAYS

Sec. 1. Subject to and in accordance with the provisions of this Article, all regular and probationary employees shall be granted holiday pay or a working day off for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day and day after Thanksgiving, and Christmas Day. Each employee shall take one (1) floating holiday per year, to be set by the Mayor, and one (1) floating holiday to be taken and scheduled in the same manner as a day of vacation.

Sec. 2. For shift employees, that is, employees who work in a classification where it is required that there be employees on duty seven (7) days per week, holiday will begin at 12:01 A.M. on the day of the holiday and shall end at 11:59 P.M.

Sec. 3. All employees shall be paid for eight (8) hours at their regular hourly rate of pay for observance of the above holidays. All work performed by an employee on a holiday will be compensated at holiday pay plus one and one-half (1-1/2) times the employee's regular rate of pay. Work in excess of eight hours will be at the combined rate of two and one-half (2-1/2) times the employee's regular rate of pay. In no case will an employee be paid more than double time and one-half for work performed on a holiday. Compensatory time off in lieu of the time and one-half payment may be taken at a time mutually agreed to between the employee and the supervisor.

Sec. 4. If a holiday falls on a shift employee's regularly scheduled day off, at the employee's option, that employee will receive one (1) working day off at a time mutually agreed to between the employee and the Supervisor, or shall be granted one (1) working day's pay at the employee's regular rate of pay.

Sec. 5. For non-shift employees, when one of the aforementioned holidays falls on a Saturday, the preceding Friday will be observed as a holiday, and if any aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.

Sec. 6. In order to be eligible for receiving holiday pay or for obtaining a working day off, an employee must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday unless excused.

Sec. 7. Employees in the landfill division will receive an additional floating holiday. Employees in other divisions will receive the day after Thanksgiving as another holiday, unless it is necessary for the employee to work, in which case the employee will receive a second floating holiday, as outlined above.

ARTICLE - 7
VACATION

Sec. 1 . Subject to and in accordance with the provisions of this Article, paid vacations will be granted to employees after continuous active service pursuant to the following schedule:

a) An Employee in the continuous active service of the Employer for one (1) year or more as of the anniversary of his most recent date of hire shall be given eighty eight (88) hours vacation with pay at his regular hourly rate.

b) An Employee in the continuous active service of the Employer for six (6) years or more as of the anniversary of his most recent date of hire shall be given one hundred twenty eight (128) hours vacation with pay at his regular hourly rate.

c) An Employee in the continuous active service of the Employer for thirteen (13) years or more as of the anniversary of his most recent date of hire shall be given one hundred sixty eight (168) hours vacation with pay at his regular hourly rate.

d) An Employee in the continuous active service of the Employer for twenty (20) years or more as of the anniversary of his most recent date of hire shall be given two hundred and eight (208) hours vacation with pay at his regular hourly rate.

Sec. 2. All employees are encouraged to take earned vacation time prior to their next anniversary date. No employee shall be entitled to vacation pay in lieu of vacation, except that a regular employee whose services are terminated for any reason shall be paid for any vacation earned and not previously taken.

Sec. 3. All vacation requests must be made at a minimum of one month in advance of the dates being requested. In addition, the following rules shall apply to vacation scheduling:

1. Senior personnel will have first choice in scheduling vacation, but must do so by March 31st. After March 31st, vacations will be scheduled on a first come - first served basis.
2. No more than 2 persons shall be scheduled off at any one time.
3. Approval of vacation requests shall be provided by the supervisor within 5 working days after the request is made, except such time may be extended to allow for the provisions in #1 above.

Vacation requests should be made on a vacation request form.

Sec. 4. In the event that an employee is not able to take all or part of his vacation, the employee will be allowed to carry over not to exceed ten (10) working days of vacation. Therefore, an employee may show on his check stub up to his annual vacation accrual plus ten (10) working days vacation accrual at any point in time. The City will suspend enforcement of this clause until July 1, 1999 because of changes in reporting vacation accrual on employee check stubs semi-monthly rather than annually.

Sec. 5. In the event that holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

ARTICLE – 8
LEAVES OF ABSENCE

Sec. 1. Sick Leave:

a) Sick leave shall be accrued at the rate of two days per month up to a maximum accumulation of 200 days.

b) Employees shall be eligible for sick leave on the following basis:

1) All sick leave usage during the term of the fiscal year shall be paid at the rate of 100% of the employee's regular pay.

2) It is understood by the parties that employees who are required to make monthly visits to their doctor and furnish a doctor's statement verifying this requirement shall receive 100% of their sick leave for such time used for said visits.

c) The employer reserves the right to require a physician's signature for an absence due to sickness.

d) The City will administer policies with the requirements of the FMLA.

e) Sick leave will not be paid to an employee who is injured while gainfully employed on non-city work.

f) No employee is entitled to any compensation for unused sick leave time. Termination of service shall terminate any and all obligation of the City in connection with unused sick leave time.

g) To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's work day. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

h) If there has been no sick leave used during each fiscal quarter, the employee will be awarded $100 per quarter bonus on the employee's first paycheck thereafter.

i) At the time of sick leave bonus payment as outlined in Subsection (h), if an employee has not worked at least one full day during the quarter because of job related injury absence, that employee will not be eligible for sick leave bonus for that quarter.

j) Sick leave may be used for scheduled doctor's appointment or medical emergencies of members of the immediate family which includes spouse, children, brother, sister, parents and grandparents. This time off will affect the employee's quarterly sick leave bonus.

Sec. 2. Funeral Leave: An employee will be granted three (3) working days of funeral leave, to make necessary arrangements and to attend the funeral of the employee's spouse, parents, children, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle or spouse's grandparents. An additional seven (7) calendar days of funeral leave will be granted in case of the death of the employee's spouse, parents, children, mother-in-law and father-in-law. Not more than two (2) days of sick leave may be used as outlined above for additional funeral leave. Sick leave used for funeral leave as outlined above shall not count against an employee's sick leave bonus for the period in which the leave is taken.

Sec. 3. Maternity Leave: (See Section 1 (d), above.)

Sec. 4. Other Leaves of Absence: Leave without pay may be authorized up to ninety (90) consecutive calendar days by the department head. Employer will meet and confer with the Union prior to granting any such leave. An extension of such leave may be considered at the end of the period, based upon the circumstances at that time.

Sec. 5. Family and Medical Leave Act of 1993:

a) Eligible employees shall be provided up to 12 weeks of unpaid job protected leave per year for the following reasons:

1) To care for the employee's child after birth or placement for adoption or foster care.

2) To care for the employee's spouse, son or daughter, or parent who has a serious health condition.

3) For a serious health condition that makes the employee unable to perform the employee's job.

b) For purposes of the Family and Medical Leave Act, eligible employees shall be those who have worked at least 1,250 hours during the 12 month immediately preceding the start of the leave.

c) In all cases, applicable paid leave shall be substituted for unpaid leave except that employees may retain 40 hours of vacation and/or 40 hours of sick leave, whichever is applicable.

d) For purposes of the Family and Medical Leave Act, a year shall be defined as a rolling 12 month period of time measured backward from the first date of the leave.

e) The employee must provide 30 days advance notice when the leave is foreseeable. When unforeseeable, notice shall be reasonable and practicable.

f) The City may require medical certification to support a request for leave because of a serious health condition. A fitness for duty certification shall be required prior to return to work. Second or third opinions shall be at the City's expense.

g) The employee's health coverage shall be maintained by the City during the leave.

h) Upon return from the leave, the employee shall be restored to his/her original or an equivalent position with equivalent pay, benefits, and other employment terms. There shall be no loss of any employment benefit that accrued prior to the start of the leave.

i) Administration of the Family and Medical Leave Act shall be in accordance with applicable Federal regulations.

ARTICLE – 9
JURY DUTY

Sec. 1. Employees shall promptly notify their supervisor when they are called to serve on a jury.

Sec. 2. Any full-time employee selected for jury duty shall receive a paid leave of absence for the time he spends on such duty. Said employee shall receive the regular standard time pay and shall turn over to the Employer the pay earned from such jury service but the employee shall be allowed to keep any allowance for mileage and expenses.

Sec. 3. An employee who is summoned for jury duty but is not selected, or any employee who is released from jury duty by 12:00 noon is required to report for work the same afternoon, and night shift personnel shall report at the beginning of their shifts. An employee will not be required to report to work before going to jury duty and will be allowed one hour to return to work after release from jury duty.

ARTICLE – 10
DISCIPLINE

Sec. 1 . In respect to discharge, the Employer shall not discharge any regular full time employee unless they have been given at least two (2) warning notices in writing to the employee and a copy thereof to the Union. Warning notice shall be destroyed two (2) years from date of issue.

Sec. 2. It is not the City's policy to place employees in unsafe or illegal situations whether perceived or real. Safety or illegal violations should be reported to an employee's supervisor or the appropriate authority for suitable investigation and remedy.

Sec. 3. Bargaining unit employees may call the union steward and have the steward present for all matters of discipline.

ARTICLE – 11
COMPENSATION

Sec. 1. The regular rates of pay for each classification of employees are set out in Appendix A, which is attached hereto and by this reference made a part hereof. Appendix B specifies additional compensation for State certified Water Pollution Control Plant Operators and IMSA Traffic Signal Electrician Level 11 certification. Appendix C establishes a longevity schedule and monthly longevity compensation for all eligible bargaining unit employees. All employees will be paid by the hour for all hours worked.

Sec. 2. The rate of pay for all salaried positions', has been converted to an hourly basis for use in Appendix A. The mechanic rate of pay will be paid the same way that all other employees are paid.

Sec. 3. New employees with prior relevant experience may be started at a step which reflects this experience-, in their grade. The progress of all new employees will be reviewed after six (6) months, and again after one (1) year, based upon their performance. Further reviews of all employees will be made on an annual basis, no later than March 1. Adjustments based upon the

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DISCIPLINE

Sec. 1 . In respect to discharge, the Employer shall not discharge any regular full time employee unless they have been given at least two (2) warning notices in writing to the employee and a copy thereof to the Union. Warning notice shall be destroyed two (2) years from date of issue.

Sec. 2. It is not the City's policy to place employees in unsafe or illegal situations whether perceived or real. Safety or illegal violations should be reported to an employee's supervisor or the appropriate authority for suitable investigation and remedy.

Sec. 3. Bargaining unit employees may call the union steward and have the steward present for all matters of discipline.

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COMPENSATION

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Sec. 4. In any case, where any employee is not advanced as set out in Appendix A, taking into account the above, the reasons for this shall be explained to the employee in writing, and denial of a scheduled advancement may be grieved.

Sec. 5. If an employee temporarily works out of class in a position with a higher pay grade, the employee will receive the higher hourly rate and the same seniority and step for the time he works in the higher class.

ARTICLE - 12
INSURANCE

Sec. 1. The Employer shall maintain, at no cost for each Employee, employee only coverage, for a health and accident insurance policy, regardless of the plan which is selected by the employee. The Employer will also pay the administration cost to implement and maintain each plan. The Employer will provide five (5) options for insurance that are identified as Plan A, Plan B. Plan C, and Plan D, with the fifth option being an "opt out" of coverage provision. There will be no change in the benefit levels during the term of the Agreement, July 1, 2006 – June 30, 2007, unless mutually agreed upon by the Union and the City.

Plan A. This plan is considered the base plan. There is no cost for an employee only to be on this plan. If an employee adds spouse, child(ren) or family, the employee would pay five percent (5.0%) of the spouse, child(ren), or family portion of the premium each month excluding the single or employee only coverage.

The July 1, 2006 five percent (5%) contribution by employees for Plan A will equal:

	Monthly Contribution
Employee only	$00.00
Employee plus Spouse	$18.50
Employee plus Child(ren)	$16.65
Employee plus Family	$30.71

Plan B. This plan is designed so that the employee makes no monthly contribution toward the monthly premium for any of the coverage options, i.e. spouse, child(ren), or family. Increases over Plan A have been made in the deductibles, out-of-pocket and physician visit co-pays to reflect the employee's non-participation in the monthly premium.

Plan C. This plan is designed so that the employee makes no monthly contribution toward the monthly premium for any of the coverage options, i.e. spouse, child(ren), or family. Increases over Plan A have been made in the deductibles, out-of-pocket and physician visit co-pays to reflect the employee's non-participation in the monthly premium.

Plan D. This plan is available only as a single or as a family plan. Just adding the spouse or child(ren) is not available. Employees selecting employee only coverage shall have the appropriate amount deposited in a Health Savings Account (H.S.A.), on a monthly basis by the Employer. Employees selecting family coverage shall have the sum of the two (2) amounts deposited in a H.S.A. account on a monthly basis by the Employer.

Opt-Out Option. The Opt out option may be selected only if the employee provides acceptable proof of reasonable medical coverage via a spouse or other means. Employees selecting this plan shall receive 50%

(1/2) of the amount shown for employee only coverage listed above. The employee would receive this amount on a monthly basis via their paycheck.

In addition, the Employer will provide a $20,000 term life insurance policy on the Employee. Employee is able to purchase additional life insurance on a voluntary basis provided the employee pays the additional premium. The limits for additional life insurance coverage will be in accordance with the rules and regulations set forth by the insuring company, which are currently $300,000 for the employee and the employee's spouse and $5,000 for dependents.

Employer will meet with the Union on an annual basis to present any changes proposed in the City insurance premium costs and address questions or concerns raised by the Union regarding health care trends, utilization and costs. The Employer and the Union agree to the formation of an insurance committee during the term of this contract. The committee will evaluate the current mix and level of health/dental/drug insurance coverage and make a non-binding recommendation for any modifications.

Sec. 2. The City shall implement medical reimbursement, dependent care reimbursement and pre-tax premium accounts. The City shall pay the monthly fee for those who sign up for each pre-tax option account with a minimum of $25.00 per month for each account.

Sec. 3. The City shall establish a committee to promote wellness. The number of members on the committee from the Union will be similar to the number represented by other departments and unions within the City if the Union so desires.

Sec. 4. The City shall provide medical physicals for employees each third year of employment on a voluntary basis, with a maximum benefit of $300 per employee.

ARTICLE – 13
SENIORITY

Sec. 1. The term seniority means the employee's continuous service beginning with the last date of hire within this bargaining unit (Public Works). Seniority shall be broken for any one of the following reasons.

a) Layoff for a period equal to the employee's seniority at time of such layoff, limited to a maximum of two (2) years

b) Absence due to physical disability for a period equal to the employee's seniority at the commencement of such disability limited to maximum of two (2) years. However, in the event that the absence is due to a compensable disability while in the employ of the City, the aforementioned maximum shall be increased, if necessary, to a period of thirty (30) days following the period used to calculate the statutory amount of compensation.

Sec. 2. As of the effective date of this Agreement, the seniority lists shall show the seniority date of all employees who have completed their probationary period in the department.

Sec. 3. Seniority lists shall be based upon each individual division, which are: Streets, Water Pollution Control, Cemetery and Landfill. There shall be no loss of seniority when transferring to a different division.

ARTICLE – 14
LAYOFFS

Sec. 1. Layoffs will be in accordance with seniority based upon ability and qualifications to perform the work within the individual division, as set out in Article 13, Sec. 3.

Sec. 2. Failure to report as available for work following layoff within three (3) working days after receipt of notification of recall by certified mail, return receipt requested, sent to the last reported address of the employee. This may be extended to seven (7) days at the request of the employee, shall constitute the voluntary resignation of the employee.

ARTICLE – 15
JOB BIDDING

Sec. 1. Promotions of employees within their divisions into bargaining unit classifications in high Labor Grades, or into classifications of the same Labor Grade as qualified below shall be accomplished in the following manner:

a) When a permanent vacancy occurs due to the creation of a new classification, the termination of an employee, or the promotion of an employee to a high Labor Grade, or to the same Labor Grade through this procedure, the vacancy shall be posted on the bulletin board as provided herein for a period of at least five (5) consecutive days. Announcement of a decision will be made within one (1) week after the bid is closed.

b) An employee who has completed his probationary employment desiring to be considered for such promotion shall sign his name to the bid and the senior employee who so qualifies, in all respects, in accordance with the terms of the bid shall be assigned to the vacancy within a two (2) week period. The name of the unsuccessful bidder, shall at this time be struck from the bid and shall have no further effect.

c) An employee obtaining a position in an equal Labor Grade through this procedure shall not be allowed to again exercise this bidding prerogative for a period of three (3) months.

d) An employee who is accepted as the successful bidder on a classification and who within six (6) months fails to perform the duties in a satisfactory manner, or within thirty (30) days requests to return to this former job classification shall be returned to this former job classification shall be returned to the classification from which he was transferred, in accordance with his seniority.

e) In the event of (d) above, the bid which the disqualified employee failed to fulfill shall be cancelled and will again be posted by the Employer. Any successive bid which resulted from the original transfer of the aforementioned disqualified employee shall be transferred back to his previous classification in accordance with his seniority.

f) This job bidding procedure is limited to vacancies or openings that occur within an employee's division.

Sec. 2. When procedures outlined in Article 15, Sec. 1., for filling a permanent vacancy within a division fails to fill that vacancy, and prior to opening the job to persons not currently in the bargaining unit, qualified City employees in the bargaining unit in other divisions will be actively encouraged to apply for the open position. The procedures for this process will be the same as those outlined in Article 15, Sec. 1., subsections (a) through (e), with additions (f) through (h) which follow:

a) An employee who qualified for consideration under this section and who applies on a vacancy and is not selected to fill that vacancy shall be notified by the City concerning the reasons for non-appointment.

b) An employee so informed in (f) above shall have the right of appeal. Appeals must be made in writing within five (5) consecutive days of the employees' notification of non-appointment to any one of the four members of an Appeals Board.

c) The Appeals Board will consist of the Business Manager for the Union, the Union Shop Steward, the City Administrator or his designee, and the Public Works Director. It will be the responsibility of the Appeals Board to remedy appeals.

ARTICLE – 16
GRIEVANCE PROCEDURE

Sec. 1. A grievance is defined as any dispute or disagreement arising between the parties as to the application, or interpretation of, or compliance with the terms of this Agreement. The Employer and the Union agree that every effort will be made to settle such grievance promptly, in the lowest step possible, as outlined below. All grievances must be made known to the party within seven (7) working days after the aggrieved party could have had knowledge of the occurrence. For purposes of this article, working days shall be defined as Monday through Friday, exclusive of scheduled holidays.
If a Union Business Agent elects to file a grievance on behalf of the members, such grievance will be initiated at the step 3 level.

The City's response(s) to grievances shall be filed with the person, Union Steward or Business Agent, who filed the grievance.

Sec. 2. The grievance procedure shall be as follows:

Step 1. The grievance shall be presented in writing for discussion between the appropriate supervisor, the employee and (if requested by the employee) the employee's steward or Union Representative, within seven (7) working days after knowledge of the event giving rise to the grievance. The supervisor shall respond within seven (7) working days after such conference. The failure of the supervisor to reply within said seven (7) working days period shall be deemed a denial of the grievance, which may then be appealed to the next step.

Step 2. If such grievance is not resolved in Step 1, aggrieved employee may appeal. The employee or his steward or Union Representative shall within seven (7) working days following completion of Step 1, present the grievance in writing to the

department head or his designated representative. The grievance shall contain a statement from the employee specifying what relief or remedy is desired. The department head or his representative shall investigate the grievance and issue a decision in writing within a period of seven (7) working days. The failure of the department head or his representative to issue a written decision within said seven (7) working days shall be deemed a denial of the grievance which may then be appealed to the next step. Copies of such grievance and the reply are to be filed with the City Administrator.

Step 3. A grievance not settled in Step 2 may be appealed. The employee or his Union Representative shall, within seven (7) working days of receipt of the decision specified in Step 2, or, if no written decision was made then within seven (7) working days after such decision could have been issued, present the grievance in writing to the City Administrator. A meeting concerning the grievance shall be held within seven (7) working days unless the time is extended by mutual agreement. This meeting shall be closed to the public. The City Administrator shall investigate the grievance and issue a decision in writing within ten (10) working days. The failure of the City Administrator to issue a written decision within said ten (10) working days shall be deemed a denial of the grievance which may then be appealed to the next step.

Step 4. Within ten (10) working days, the Employer or the Union may call for the grievance to be placed before an arbitrator. Within five (5) working days following notice of appeal to arbitration, either party may request the Federal Mediation and Conciliation Service to name five (5) arbitrators. After a toss of a coin to decide which party shall move first, the parties shall alternately strike one name from the list until one name remains. The person whose name remains shall be the designated arbitrator. The decision of the arbitrator will be final and binding to both Union and Employer.

The Arbitrator's decision must be based upon the interpretation of the provision of the agreement and the Arbitrator shall have no power to add to, take from, amend, modify, or alter this Agreement. It is agreed that the Arbitrator can act only on one (1) grievance at one (1) time, and grievances shall not be grouped or combined, unless mutually agreed to by both parties. The cost of the Arbitrator and any other expenses mutually incurred shall be borne equally by the parties hereto. Failure to present a grievance or appeal a decision within the specified time limits shall render the matter resolved and not subject to further appeal.

ARTICLE – 17
LICENSES AND EDUCATION

Sec. 1. Licenses: If the maintenance of a state approved license is a condition of employment established by the Employer, it is the employee's responsibility to ensure he has completed all requirements for renewal of the license or certification, except that the cost of the license fee and its renewal shall be paid by the Employer. The City will pay for a Commercial Driver's License (CDL) which includes a regular operator's license and those CDL endorsements required by the City job.

Sec. 2. Education: The City encourages the educational development of employees to their fullest potential. The City will reimburse an employee for tuition cost of courses taken which relate to the employee's present position or to the next position in the normal career progression from the employee's present position provided that:

a) The course is approved in advance by the City Administrator.

b) Presentation of proof of satisfactory completion of course work. The employee must receive a grade of "C" or better or a "Pass" grade if graded on a "Pass-Fail" basis.

c) Approval of tuition assistance must be sought for each course to be taken.

d) Adequate funds are available.

ARTICLE – 18
HEALTH AND SAFETY

Sec. 1. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Sec. 2. The Union and the Employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements relating thereto.

Sec. 3. Any employee operating a motor vehicle or other equipment shall immediately report any defect in said equipment, or the absence of any equipment or supplies in said equipment to the supervisor.

Sec. 4. Employees shall use equipment furnished by the Employer properly and shall return to the Employer any equipment issued to the employee at such time as the employment is terminated.

Sec. 5. The Employer shall pay 50% of the cost (up to $100.00 per Fiscal Year less applicable state and federal taxes) toward a fitness club or class membership.

ARTICLE – 19
WORK STOPPAGE

Sec. 1. Neither the Union nor the Employees in the bargaining unit will instigate, promote, sponsor, engage in or condone any strike, slowdown, work stoppage, or illegal picketing, or any other intentional interruption of the work of the Employer.

Sec. 2. In the event that any Employee or group of Employees covered by this Agreement shall, during its term, participate or engage in any of the activities herein prohibited, the Union agrees, immediately upon notification to the Union business representative, by the Employer to direct such employee or group of employees to cease such activities and resume work at once.

ARTICLE – 20
LIMITATIONS

Sec. 1. Should any portion of this Agreement be rendered invalid by State or Federal Legislation or Court action, the remainder of the Agreement shall remain in full force and effect for the life of the Agreement.

Sec. 2. In the event of any action imposed upon the Employer by the State of Iowa or the Government of the United States relating to a freeze or to reduction or elimination of the General Revenue Sharing Act (State and Local Fiscal Assistance Act of 1972, 31. 1221 et seq.; 86 Stat. 919), shall unless waived by the Employer, be cause for reopening negotiations of this contract, in order to reduce operating costs, with the maintenance of a balanced budget of the City as the goal of both Employer and Union.

ARTICLE – 21
UNIFORMS

Sec. 1. The City agrees to make available up to eleven (11) uniform pants and shirts, and to replace such uniforms as they become worn, so long as the old uniforms are turned in to the appropriate superintendent. Uniforms shall be maintained at the City's expense to include one set up charge per year for employees who have gained or lost weight. All uniforms shall be returned to the City when the employee's employment is terminated. Such uniforms are not to be utilized on non-city employment. In the event an employee's supervisor refuses to replace a worn uniform, the employee shall have the right to appeal such refusal to the Public Works Director.

Sec. 2. The City agrees to pay 100% of the cost of safety shoes and/or overshoes and other work related outer ware for employees not to exceed $ 250 in any fiscal year. The employee is required to submit a receipt for proof of purchase to be reimbursed for such purchases. This practice will be subject to the same provisions as in Sec. 1 of Article 21 in the event the employee requests the purchase of more than one pair of safety shoes per year. The City will, in addition to the $250 reimbursement, provide five (5) T-shirts to each employee during each fiscal year.

Sec. 3. Uniforms are provided by the employer to protect employee's clothes from damage, promote safety and enhance the image of the city and its employees. Uniforms are not to be worn by an employee during non-working hours. Employees are encouraged to change out of

uniform as soon as practical following the end of a workday. Employees shall not wear city-issued uniforms in conducting personal/household work.

ARTICLE – 22
MANAGEMENT RIGHTS

Sec. 1. 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 the right to:

a) Direct the work of its employees.

b) Hire, promote, demote, transfer, assign, and retain employees in positions within the agency.

c) Discipline, suspend or discharge employees for proper cause.

d) Maintain the efficiency of governmental operations.

e) Relieve employees from duties because of lack of work or for other legitimate reasons.

f) Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.

g) Take such actions as may be necessary to carry out the mission of the Employer.

h) Initiate, prepare, certify, and administer its budget.

j) Exercise all powers and duties granted to the Employer by law.

All rights noted in Sec. 1 are understood to be at the exclusive discretion of the Employer and shall not be subject to the Grievance Procedure in Article 16 of this Agreement unless expressly provided for in some other Article of this Agreement.

ARTICLE – 23
HANDICAPPED EMPLOYEES

Sec. 1. After a handicapped individual is employed, the Employer 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. (Sec. 601 A. 1 3, 1987 Code of Iowa)

ARTICLE – 24
WHOLE AGREEMENT

Sec. 1. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the opportunity to make requests and proposals with respect to all areas of collective bargaining not removed by law from the area of collective bargaining. Accordingly, this Agreement and the attachments and appendices referenced in the body of the

Agreement constitutes the sole and entire existing agreement between the parties, and supersedes all prior agreements, commitments and practices.

ARTICLE – 25
DRUG AND ALCOHOL TESTING

Sec. 1. Drug and alcohol testing shall be implemented on January 1, 1996 for employees who are required to hold a Commercial Drivers License (CDL) for their City job. Implementation shall be in accordance with applicable Federal and State laws and regulations.

ARTICLE – 26
STEWARDS

Sec. 1. The employer recognizes the right of the Local Union to designate one job steward and alternated from the Employer's seniority list of employees.

Sec. 2. The authority of job steward and alternate so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the designated Employer representative in accordance with the provision of the collective bargaining agreement.

2. 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,

(A) have been reduced to writing, or
(B) if not reduced to writing, are of a routine nature.
(C) The job steward or his alternate may process grievances with his Employer in accordance with the grievance procedure hereinafter described with due consideration of time spent on such matters.

ARTICLE – 27
ABSENCE

Sec. 1. Time off for Union Activities

The Employer agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights without pay, to any employee appointed by the Union to attend a labor convention or other similar conference provided seven (7) calendar days of written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE – 28
EMPLOYEE PERFORMANCE APPRAISAL

Sec. 1. Each department shall provide semi-annual performance appraisals of all employees in their department to measure each employee's work performance. These appraisals have completion dates of December 15 and June 15. These appraisals include discussions between the immediate supervisor and other supervisory staff as appropriate and the employee to determine goals and evaluate progress toward better performance and personal development.

EFFECTIVE PERIOD

Sec. 1. This Agreement shall be effective on July 1, 2006 and shall continue through June 30, 2007. Should either party wish to modify this Agreement, effective after June 30, 2007, that party shall notify the other party in writing no later than August 1, 2006, so that effective bargaining can take place prior to the budget preparation process of the City. If such notice is not given, this Agreement shall continue in full force and effect, on a yearly basis, until notice is given on the appropriate August 1 preceding the July 1 at which the new Agreement would become effective.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 20th day of June 2006.

CITY OF NEWTON, IOWA

BY: _____
Mayor

BY: _____
City Administrator

TEAMSTERS LOCAL 120

BY: _____
Union Representative

APPENDIX A.

Monthly salaried positions have been converted to an hourly basis for use in these schedules, but will remain salaried.

WAGE SCHEDULE. General pay increases effective July 1, 2006 shall be 3.00%. General pay increases effective January 1, 2007 shall be 1.0%.

EFFECTIVE JULY 1, 2006
TEAMSTER UNION WAGE SCHEDULE ON AN ANNUAL AND HOURLY BASIS
(2,080 HOURS)

		Start	6 Mos.	1 Year	2 Year	3 Year	4 Year	5 Year
I	Water Pollution Control Plant Operator Trainee	$29,286 $14.08	$30,243 $14.54	$31,325 $15.06	$32,365 $15.56	$33,530 $16.12	$34,694 $16.68	$35,922 $17.27
II	Water Pollution Control Plant Operator (Grade I) Cemetery Attendant I	$30,139 $14.49	$31,179 $14.99	$32,282 $15.52	$33,467 $16.09	$34,674 $16.67	$35,942 $17.28	$37,253 $17.91
III	Landfill Operator Water Pollution Control Plant Operator (II,III,IV) Equipment Operator	$32,282 $15.52	$33,467 $16.09	$34,674 $16.67	$37,170 $17.87	$37,232 $17.90	$38,605 $18.56	$40,061 $19.26
IV	Utility Worker	$33,030 $15.88	$34,278 $16.48	$35,526 $17.08	$36,837 $17.71	$38,168 $18.35	$39,645 $19.06	$41,080 $19.75
V	Mechanic	$35,942 $17.28	$37,253 $17.91	$38,667 $18.59	$40,102 $19.28	$41,579 $19.99	$43,139 $20.74	$44,990 $21.63

EFFECTIVE JANUARY 1, 2007
TEAMSTER UNION WAGE SCHEDULE ON AN ANNUAL AND HOURLY BASIS
(2,080 HOURS)

		Start	6 Mos.	1 Year	2 Year	3 Year	4 Year	5 Year
I	Water Pollution Control Plant Operator Trainee	$29,578 $14.22	$30,555 $14.69	$31,637 $15.21	$32,698 $15.72	$33,862 $16.28	$35,048 $16.85	$36,275 $17.44
II	Water Pollution Control Plant Operator (Grade I) Cemetery Attendant I	$30,430 $14.63	$31,491 $15.14	$32,614 $15.68	$33,800 $16.25	$35,027 $16.84	$36,296 $17.45	$37,627 $18.09
III	Landfill Operator Water Pollution Control Plant Operator (II,III,IV) Equipment Operator	$32,614 $15.68	$33,800 $16.25	$35,027 $16.84	$37,544 $18.05	$37,606 $18.08	$39,000 $18.75	$40,456 $19.45
IV	Utility Worker	$33,363 $16.04	$34,611 $16.64	$35,880 $17.25	$37,211 $17.89	$38,542 $18.53	$40,040 $19.25	$41,496 $19.95
V	Mechanic	$36,296 $17.45	$37,627 $18.09	$39,062 $18.78	$40,498 $19.47	$41,995 $20.19	$43,576 $20.95	$45,448 $21.85

APPENDIX B.

State certified Water Pollution Control Plant Operators shall receive the following, in addition to the rates set out for pay Grade III.

State Certification Grade	Regular Operator
State Certified Grade II	30 cents per hour
State Certified Grade III	45 cents per hour
State Certified Grade IV	50 cents per hour

Such additional amounts are for the highest certification grade held by the employee, and are not accumulative.

If Waste Collection System License becomes a required state rule, then operator shall receive additional 15 cents per hour.

All employees shall receive $60 per week they are required to carry a beeper.

In addition to the rates set out for the Utility Worker classification in pay grade IV, employees who hold the IMSA Traffic Signal Electrician Level II Certification shall receive forty cents ($0.40) per hour added to their regular hourly rate of pay. The City shall determine how many employees it requires to hold this certification and only compensate the number of employees it requires.

State certified Landfill Operators shall receive the following, in addition to the rates set out for pay Grade III.

State Landfill Operator License	Regular Operator
State Certified Landfill Operator I	15 cents per hour

Each employee assigned to a night shift shall receive an additional thirty cents ($0.35) per hour for all work performed between 6:00 PM and 6:00AM while so assigned.

APPENDIX C.

In addition to other compensation listed in Appendixes A and B, eligible bargaining unit employees will receive additional monthly compensation as specified on the following longevity schedule. For purposes of longevity, seniority rules and definitions as contained in Article 13, Sec. 1, shall apply.

Monthly Longevity Schedule

Years of Service	Monthly Longevity
6 Years	$20
8 Years	$30
10 Years	$40
12 Years	$50
14 Years	$60
16 Years	$70
18 Years	$80
20 Years	$90
22 Years	$100
24 Years	$110