Stuart Municipal Utilities IBEW #55 (Public Works) 7/1/2005 6/30/2007

STUART MUNIC. UTIL. / IBEW #55 05-07

AGREEMENT
STUART MUNICIPAL UTILITIES
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 55

This Agreement made and entered into this 1st day of July, 2005, by and between the Stuart Municipal Utilities, hereinafter referred to as the "Employer", and Local Union No. 55, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as the "Union." This Agreement constitutes the complete and final agreement between the parties on all bargainable issues and cancels all past practices preceding July 1, 2001.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent with respect to wages, rates of pay, hours of work and other topics as provided in Section 9 of Chapter 20, Code of Iowa, for all employees in the following described unit as certified by the Public Employment Relations Board on May 9, 2000, in Case No. 6174:

INCLUDED: Utility employees including the following departments: electric and water.

EXCLUDED: All employees excluded by Section 4 of the Act.

This contract is intended to cover the job classifications set out herein and such other job classifications that are determined to be included in the bargaining unit.

ARTICLE 2
DEFINITIONS

2.1 A *regular full-time employee* is one who normally works forty (40) hours or more per week.

2.2 A *regular part-time employee* is one who normally works less than forty (40) hours per week on a regularly scheduled basis. Regular part-time employees are not eligible for fringe benefits including vacation, holidays, sick leave, or insurance, unless otherwise provided herein.

2.3 A *seasonal employee* is one who is hired for a limited specified duration. Seasonal employees are not covered by this agreement.

2.4 A *day* when used in this agreement except where otherwise specified shall mean calendar days. *Working days* shall mean Monday through Friday.

2.5 A *probationary employee* is one who has not completed one hundred eighty (180) days of continuous service with the Utilities as a regular employee.

ARTICLE 3
UNION RIGHTS AND RESPONSIBILITIES

3.1 General Responsibilities. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees, and realizes that in order to provide maximum opportunities for continuing employment, and fair compensation, the Employer must be able to operate efficiently. The Union, therefore, agrees to cooperate in the attainment of these 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 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.

3.2 Union Membership. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of employees to refrain from Union membership. There shall be no discrimination by either party 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.

3.3 No Lockout, No Strike. During the term of this agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this agreement, neither the Employer nor its agents, for any reason, shall authorize, institute, aid or promote any lockout of employee covered by this agreement.

3.4 Bulletin Board. Bulletin board space shall be provided which may be used by the Union or employees for posting of Union notices relating to Union meetings or other bona fide Union business.

3.5 Dues Deduction. The Utility agrees to make deductions for monthly Union dues upon proper written authorization by the Employee, and to forward the amount so deducted to the Financial Secretary of the Local Union in accordance with a procedure approved by the Utility and the Union. It is understood that any authorization for such payroll deduction shall be subject to cancellation at any time upon thirty (30) days written notice by the employee to the Utility. Should the Utility be held liable for any observance or compliance with any Union dues authorization, the Union will indemnify, defend, and hold the Utility harmless from any liability and any cost, expense and/or attorney fee incurred thereby.

ARTICLE 4
GRIEVANCE PROCEDURE

4.1 A grievance shall mean that there has been an alleged violation or application of the expressed provisions of this agreement. A grievance shall contain a statement of the grievance indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the agreement involved. This does not prevent the Union from amending the contract citations at a later date. The grievance shall be presented to the designated supervisor (on forms mutually agreed upon and furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the Employee(s) and/or the Union representative authorizing the filing of the grievance.

An aggrieved employee shall have the right to a Union representative appointed by the Union. Grievance steps:

Step 1. An employee and/or Union steward shall present the grievance in writing to the Utility superintendent or his/her designated representative within seven (7) calendar days following its occurrence or within seven (7) days of when the employee knew or should have known of its occurrence. Upon request of the Union, the parties will meet at an agreed upon time and date with the employee, union representative, employer representative and Utility Superintendent in an attempt to resolve the grievance. Within fourteen (14) calendar days, the Employer or his/her designated representative will answer the grievance in writing or will answer within 14 calendar days of a meeting.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or Union representative shall present the grievance in writing to the Chair of the Utility board or his/her representative within seven (7) calendar days following the Utility superintendent's written answer. Upon request of the Union, parties will meet at an agreed upon time and date with the employee, Union representative, Employer representative, Chair of the Utility Board, and Utility superintendent in an attempt to resolve the grievance. Within fourteen (14) calendar days, the Employer or his/her designated representative will answer the grievance in writing or will answer within fourteen (14) calendar days of a meeting.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within twenty (20) calendar days after the employee's receipt of the Employer's answer given in Step 2. It is expressly agreed and understood that no employee shall have the right to compel the arbitration of a grievance without the consent of the Union.

For the purposes of selecting an impartial arbitrator, if the parties are unable to agree on an impartial arbitrator, the parties or party, acting jointly or separately shall request the Federal Mediation and Conciliation Service (FMCS) to submit a seven (7) member panel of arbitrators. By mutual agreement, the parties may request a second list of arbitrators if the first list is unacceptable. The parties beginning with the one who requested

arbitration, will ultimately strike one name from the list. After each party has eliminated the names of three (3) arbitrators, the individual whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own costs of preparation and presentation for arbitration. The cost of the arbitration panel shall be equally split by the parties. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. Any other expenses incurred shall be paid by the party incurring same.

The arbitrator shall confer with the representatives of Utility and Union, and hold hearing promptly and shall issue his/her binding decision not later than ninety (90) calendar days from the date of the close of the hearings or submission of briefs. The arbitrator's decision shall be in writing and shall set forth his/her findings of facts, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of this agreement. The arbitrator shall only consider and make a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other issue not so submitted to him/her. The decision of the arbitrator shall be binding on both parties.

4.2 All joint Employer and Union grievance or negotiation meetings will be held at times and places mutually agreeable to the parties. All grievance investigations are to be done during employees' non-working time, unless otherwise approved by the superintendent.

4.3 If the grievance is not presented within the time limits specified within this article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered dropped. If a grievance is not timely answered by the Employer, it may automatically be referred to the next step.

4.4 The time limits as set out in this article may be extended or modified by mutual agreement of the parties. Any extensions or modifications of the time limits must be in writing.

4.5 All grievance meetings under this article are to be held in private and are not open to the public.

4.6 Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the local union.

ARTICLE 5
SENIORITY

5.1 Seniority means an Employee's length of continuous service with the Employer since their last date of hire.

An employee shall lose their seniority and the employment relationship shall be broken and terminated if the employee quits, is discharged, or retires. Seniority rights will also be forfeited if the employee is absent from work for any reason other than work related for a period of one year. Said time period, however, may be extended by mutual agreement of the parties.

Employees covered by this agreement who are injured while on duty shall continue to accumulate seniority during his/her absence due to a work related injury.

Regular employees on seniority lists released due to lack of work, or for cause not the fault of the employee, shall be entitled to two (2) weeks advance notice in writing. Employees discharged shall not be entitled to any advance notice, but may request a joint hearing before the Utility and Union in accordance with provisions of the agreement.

Seniority of new employees.

a. All new employees shall be hired as probationary or temporary employees.

b. All new employees covered by the classifications made a part of this agreement shall serve a probationary period of one hundred eighty (180) days, and may be released at any time during such period if the Utility decides they are not qualified or suited for employment. All such employees shall be added to the seniority lists and covered by the provisions of this agreement upon completion of this probationary period, and the length of service date of the employee shall be the date of last hire.

c. All new employees who are hired on a temporary basis are subject to release when the particular work for which they were hired has ceased to exist; and if the employee remains longer than the probationary period, shall be subject to the terms and provisions of this agreement.

5.2 The Employer will give at least two (2) weeks advance notice of layoff to the affected employee(s) and the Union. Employees who have been laid off because of lack of work as defined in this agreement and during the terms of this agreement shall retain their accumulated seniority for a period of one (1) year if they return to employment of the Utility as promptly as circumstances permit, but not to exceed fifteen (15) calendar days except by mutual agreement, after notification by the Utility of its willingness to re-employ them. Seniority and the employment relationship will terminate if the employee fails to report to work within fifteen (15) calendar days after being notified to return to work, except by mutual agreement.

5.3 While on layoff, an employee is not eligible for holiday or any other benefits. Vacation and sick leave do not accrue during a layoff. All accrued vacation and compensatory time due the employee shall be paid at the time of layoff.

5.4 On a recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

5.5 Job vacancies or newly created positions covered by this agreement shall be posted on the bulletin board provided for the Union, for a period of three (3) working days for signature of bidders. Such bid posting to state job classification which is open, location of work and starting rate of pay. Applications of current employees will be considered before hiring from the outside.

ARTICLE 6
WORKING CONDITIONS

6.1 The Utility shall provide safety glasses, or any other eye/face protection required and shall replace them when broken in service of the Utility. The Utility shall furnish all equipment and tools which the Employer requires in fixed locations.

6.2 Clothing and Protective Clothing. The Employer will provide a new employee the first sets of Employer designated clothing which includes shirts, pants, gloves, boots, coats, and coveralls. The Employer will determine the quantity of each item. In addition, the Employer will reimburse employees up to $70.00 toward the purchase of Employer approved safety footwear. After the first year of employment, the Employer will reimburse employees up to $180.00 per year for the replacement of the Employer designated clothing listed above and up to $70.00 for the replacement of approved safety footwear. All purchases must be approved in advance and employees must submit receipts before reimbursement will be made.

6.3 Pay Day Regular pay periods shall be biweekly on Friday. Whenever a pay day falls on a holiday, the pay day will be the preceding day.

6.4 When an employee is called to work on an emergency and the situation is such that time is of the essence, the Utility will provide food in the manner most appropriate to the circumstances and pay for the time spent eating at the rate in effect at the time.

6.5 An employee called to work one (1) hour or more before the employee's work schedule and misses a meal, shall be entitled to a meal paid for by the Utility. An employee required to continue work for a period of two (2) hours beyond the scheduled quitting time will be reimbursed for a reasonable meal expense. The employee will be in pay status while eating the meal if during the employee's regular work hours. The employee must submit a receipt for reimbursement.

6.6 Each employee shall be assigned an established job classification and shall receive the proper rate of pay in accordance with the related provisions in this agreement for the performance of duties of the classification and incidental duties. The parties agree that each employee has the responsibility to carry out assignments in the job classification in which the employee is working either alone or together with other employees consistent with safety. No employee shall suffer a reduction in pay for doing work on temporary assignment to a lower paid classification.

6.7 The Employer will provide employees with a copy of any work rules put into effect. Any changes will be posted fourteen (14) days before implementation. A copy will be provided to the steward.

6.8 On Call. Employees will be assigned to on-call duty on a two week basis. The employee designated to be on-call for a two week period will be paid $100.00 for the two week period. If an employee is called out to work, he/she will be paid for actual hours worked at time and one-half the employee's hourly wage rate. The employee who is assigned to be on-call must stay within eight (8) miles of the facility.

ARTICLE 7
HOURS OF WORK AND OVERTIME

7.1 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 normal work week shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday. The normal workday shall consist of eight (8) hours.

7.2 Lunch and Break Periods. Work hours will include a one (1) hour unpaid lunch period and two (2) twenty (20) minute rest breaks per day. Lunch and rest periods will be scheduled by the Employer.

7.3 A minimum of one (1) hour pay at regular overtime rates shall be allowed to all employees who are called back to work after having been released from the regular day's work, or if called in for unscheduled work before their regular starting time of any day. All employees called in to work will be paid at the rate of time and one-half (1 1/2). If it is necessary to call in employees between the hours of 10:00 PM and 6:00 AM, two employees will be called.

7.4 Overtime Overtime shall be paid for at the rate of time and one-half (1 1/2) the employees' straight time hourly rate for hours worked in excess of forty (40) hours in the 7 day work period or eight (8) hours in the 24 hour work day. Employees will be paid time and one-half his/her straight time hourly rate for hours worked on a Sunday. Employees will be paid time and one-half his/her straight time hourly rate for hours worked on Saturday or Sunday. For work on Sundays, employees may choose to be paid in the form of comp time at the rate of one and one-half (1 1/2) hours. A maximum of four (4) hours of work per Sunday may be converted to comp time. Comp time must be scheduled with and approved by the Director. Overtime must have prior approval of the Utility Superintendent or his designee. All standby duty call-ins will be deemed approved overtime.

7.5 Scheduled overtime opportunity shall be distributed as equitably as practicable over a reasonable period of time among the employees within the classification who regularly perform the class of work being done. An employee who is called to work overtime and turns down the call will be charged, for overtime distribution purposes, with the same number of equivalent hours which the employee who accepts the call is charged.

7.6 Weekend Pumping. Employees will be assigned for duties to be done on the weekend and holidays. The employee who is assigned to do pumping on Saturday, Sunday or holidays will be paid $25.00 per day. The employee is required to report and perform the necessary assigned duties at least two times on each day, once in the morning and once late afternoon.

7.7 Holiday pay shall be counted for the purpose of computing overtime. Other paid, but not worked hours shall not be counted.

ARTICLE 8
HOLIDAYS

8.1 Regular full-time employees will receive the following paid holidays with eight (8) hours pay at the employee's regular wage rate for each holiday.

New Year's Day plus one day before or after
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day plus one day before or after

The additional day at New Year's and Christmas will be designated by the Employer.

8.2 Whenever a holiday falls on Saturday, the preceding Friday will be considered to be the observed holiday. Whenever a holiday falls on Sunday, the following Monday will be considered to be the observed holiday.

8.3 Employees on unpaid leave of absence or layoff will not receive holiday pay. An employee on paid sick leave or paid vacation qualifies for applicable holiday pay.

8.4 Regular full-time employees who are required to work on one of the recognized holidays will be paid his/her regular compensation (holiday pay) plus time and one-half (1 1/2) his/her hourly wage rate for all hours worked on the holiday. In the event a holiday falls within an employee's vacation, the employee is entitled one extra day of vacation.

ARTICLE 9
VACATIONS

9.1 All full-time regular employees covered by this agreement shall be entitled to vacations each year in accordance with the following:

After one year	2 weeks
After 3 years	3 weeks
After 10 years	4 weeks
After 20 years	5 weeks

9.2 Vacation years shall be from January 1 through December 31 of each year. New employees shall be eligible to take one (1) week vacation after the start of the calendar year, provided they have been employees for six (6) months or more. Vacations must be taken in the calendar year in which the employee is eligible to take the earned vacation.

9.3 Employees shall receive their regular hourly rate of pay for their normal job classification for each hour of vacation.

9.4 Vacation shall not be granted in units of less than one-half (1/2) hour.

ARTICLE 10
SICK LEAVE

10.1 Accumulation. Sick leave shall be accrued by a full-time employee at the rate of three and one-half (3 1/2) days per month to a total of forty-five (45) days. Sick leave will be paid for on the basis of an employee's normal work day.

10.2 Sick leave will be paid for on the basis of the employee's normal work day and wage rate. Sick leave is in no way to be construed as additional vacation time.

10.3 Use of Sick Leave. Accumulated sick leave may be used for serious or confining illness of the employee. Sick leave is to be used for time which an employee is ill and unable to work. It may not be used for any purpose other than actual non-work related illnesses or accidents causing personal disability.

Employees may use up to twelve (12) hours of sick leave per year for the employee's routine medical, dental, or vision appointments, or for the serious illness of the employee's spouse or child.

An employee may be required to submit a doctor's certificate or other evidence satisfactory to the Employer verifying the illness or disability of the employee. Any employee found to have abused the sick leave privilege by misrepresentation or falsification shall be subject to disciplinary action. Sick leave is in no way to be construed as a additional vacation time.

10.4 Date of Employment. An employee who begins his/her employment on or before the 15th day of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the 15th of the month will begin to accrue sick leave on the first day of the month following his/her employment.

ARTICLE 11
LEAVES OF ABSENCE

11.1 Funeral Leave A regular full-time employee may be granted a paid leave of absence in the event of the death in the employee's immediate family . Up to three (3) days with pay may be granted in the event of the death of the employee's spouse, child, brother, sister, parent, grandparent, grandchild, mother-in-law, father –in-law, brother –in-law, sister-in-law, grandparent-in-law.

Only days absent which would have been compensable workdays will be paid. No payment will be made during vacations, holidays, layoffs, or other leave of absence. Payment shall be made on the basis of the employee's normal workday's pay. Employee must attend the funeral in order to qualify for funeral leave pay. In no event shall the paid funeral leave extend more than one (1) workday after the day of the funeral.

11.2 Military Leave Employees of the Utility covered by this agreement who shall serve in the armed forces of the United States shall have such benefits as are provided by the laws of the United States.

11.3 Jury Duty An employee required to serve a juror will receive his/her regular wage. In order to receive payment for such duty, the employee must submit certification of service and assign as fees, except mileage, received for such duty to the employer. The employee shall immediately notify his/her immediate supervisor if released from jury duty.

11.4 Unpaid Leave Unpaid leaves of absence may be granted in certain circumstances. If an employee has exhausted all applicable paid leave, he/she may request an unpaid leave of absence. Application for unpaid leaves must be made in writing and shall state the reasons for the leave and inclusive dates. Approval of unpaid leave is at the discretion of the Employer.

ARTICLE 12
INSURANCE

The Employer agrees to pay the cost of providing benefits for eligible regular full-time employees under the Line Construction Benefit Fund, including benefits for health care, dental, vision or other coverage as may be set forth in plan documents. See Appendix B.

ARTICLE 13
SAVINGS

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 14
JOB CLASSIFICATIONS AND WAGE RATES

Reference is made to Appendix A, Wage Schedule. By this reference, Appendix A becomes part of this Agreement. This Agreement may be amended, modified or supplemented at any time by mutual agreement of the parties if such agreement is reduced to writing and signed by the parties.

ARTICLE 15
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2005 and shall continue to remain in full force and effect until it expiration on July 1, 2007.

Signed this 13 day of April, 2005.

EMPLOYER
CITY OF STUART UTILITIES

By Dennis Cline

By Wallace R. Haddell

UNION
LOCAL UNION NO. 55, IBEW

By Sandy Opatrecto
Business Representative

By Gary Wolfe
Employee Representative

By
Business Manager

Acknowledged by:

Renee Von Bokern
Employer Representative

EXHIBIT A
JOB CLASSIFICATIONS AND HOURLY WAGE RATES

	Hourly Wage Rates	
Classification	7-1-05	7-1-06
Light Plant/Water Treatment Plant Operator	18.14	18.64
Line Foreman	17.57	18.07
Lineman	15.86	16.36
Water Plant Operator Distribution	16.08	16.58
Water Superintendent	20.36	20.86

New employees will be hired according to the following progression:

Start	80% of classification rate
6 months	85% of classification rate
1 year	90% of classification rate
18 months	95% of classification rate
2 years	100% of classification rate