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

WINTERSET / TEAMSTERS #238 05-07

AGREEMENT

Between the

CITY OF WINTERSET, IOWA

And the

CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL UNION NO. 238

Local #238

2005-07

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ARTICLE 1

RECOGNITION

Pursuant to and in accordance with applicable provision of the "Public Employment Relations Act" of the State of Iowa and in recognition of the Iowa Public Employment Relations Board's certification of the Chauffeurs, Teamsters and Helpers, Local Union No. 238 hereinafter referred to as the "Union", the City Council and Board of Trustees of the City of Winterset, Iowa, hereinafter referred to as the "City" does hereby recognize the Union during the term of this Agreement as the exclusive bargaining agent for all permanent full-time employees contained within the established bargaining unit.

It is specifically recognized that employees working 150 days or less during the months of May through September or employees working 120 days or less during the months October through April shall be excluded from this bargaining unit and shall therefore not be covered by the terms and conditions of this Agreement. The use of such "seasonal" employees shall not be used to avoid hiring a permanent full time employee.

Employees who normally work less than 30 hours per week shall also be excluded from the terms and conditions of this Agreement.

ARTICLE 2

WORK RULES

The City may, from time to time, adopt or amend departmental work rules. All employees shall comply with these work rules. Any unresolved complaint as to the reasonableness of the new or existing work rules shall be resolved through the grievance procedure.

ARTICLE 3

HOURS OF WORK AND OVERTIME

Section A. General Provisions

All parties to this Agreement understand and agree that the hours set forth in this Article may not be considered as any assurance or guarantee of the hours, minimum or maximum, an employee may be assigned to work. The City will normally not schedule "split shift" work except under emergency or weather related conditions.

All overtime work shall be held to a minimum consistent with the efficient provision of essential services. When overtime is necessary, each employee is expected to accept and work such assignments.

Overtime work shall be compensated by either cash payment or compensatory time ("C" time) off as determined by the City. However, each employee shall be permitted to earn and maintain a "C" time balance of forty (40) hours. The employee may be directed by the supervisor at any time to reduce a "C" time balance to forty (40) hours within a reasonable time frame. The requests of the employee regarding the earning and use of "C" time shall be given consideration whenever possible.

All compensated leave time such as Sick Leave, Vacation, Holiday or "C" time off shall be included as time actually worked for the purpose of computing overtime.

Section B. Non-Police Employees

The normal workweek shall consist of five (5) eight (8) hour days. In as much as certain departments or operations must operate seven (7) days a week, some employees may be required to work a schedule beginning on any day of the week. Specific work schedules including days and hours shall be issued by the appropriate department head.

Employees who are required to carry a pager while "on call" shall be compensated by two (2) hours at the regular straight time rate for each day while "on call".

During the months of November through March employees in the Street Department shall receive one and one-half (1 ½) times their regular hourly rate of pay for all work performed between the hours of mid-night and 4:00 A.M.

Call In Pay

Employees shall be guaranteed a minimum of two (2) hours pay at one and one-half (1 ½) times their regular rate of pay when called back to work. This minimum guarantee shall not be applicable in the event the call back time is continuous with either the beginning or end of the employees regular shift. Employees shall not be eligible to receive the two (2) hour minimum guarantee when they are notified of a "call in" prior to the end of their previous work shift for activities including, but not limited to, street painting and snow removal operations.

Overtime

Overtime is all time properly authorized by the supervisor and worked by an employee in units of one-quarter (1/4) hour or more which is in excess of eight (8) hours in a day or forty (40) hours in a week.

Section C. Police Employees

Police employees work a schedule involving twelve (12) hour shifts. Specific work schedules including days and hours will be issued by the Chief. The City will attempt to retain the current schedule, however, if a change in such work schedule becomes necessary the new schedule shall be posted at

least seventy-two (72) hours in advance. In the event a Police Officer's schedule is changed and the Officer receives less than seventy-two (72) hours notice, the Officer will be compensated at one and one-half (1 ½) times the regular rate of pay for the first full shift on the new schedule.

Call In Pay

Police Officers shall be guaranteed a minimum of two (2) hours pay at one and one-half (1 ½) times their regular rate of pay when called in to work. This call back provision shall include court appearances during any off duty time, staff meetings and training sessions for which attendance is mandatory. This minimum guarantee shall not be applicable in the event the call in time is continuous with either the beginning or end of the employee's regular shift.

Overtime

Overtime is all time properly authorized by the supervisor and worked by an employee in units of one-quarter (1/4) hour or more which is in excess of twelve (12) hours in a day or eighty (80) hours in a bi-weekly pay period.

ARTICLE 4

PROBATIONARY PERIOD

All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

1. The probationary period for police personnel shall be twelve (12) months. On promotional appointments, the probationary period for police personnel shall be six (6) months.

2. Except as provided in Sub-section 1, the probationary period shall be for a period of ninety (90) days.

3. Probationary employees may be separated for any cause by the City during their probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.

4. If action is not taken by the appointing authority to report to the probationary employee that he/she has not qualified for permanent status before the close of business of the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/her probationary period and have acquired permanent status.

5. A permanent employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position and rate of pay.

Employees serving their initial probationary period shall be eligible for appropriate related benefits as follows:

1. Health and Medical Insurance

a. Employees shall be eligible to participate in insurance benefits at the normal level after completing the first thirty (30) days of their respective probationary period.

2. Holidays

a. All probationary employees shall be eligible for all recognized City holidays which occur during their respective probationary period in accordance with the terms of Article 13 of this Agreement.

3. Sick Leave and Vacation Leave

a. All probationary employees shall accrue sick and vacation leave in accordance with the terms of Articles VI and XII. However, no employee shall be allowed to use or be paid for accrued vacation leave until and unless that employee has successfully completed his/her probationary period. However, each employee shall be eligible to use accumulated sick leave after completing the first thirty (30) days of their respective probation period.

ARTICLE 5

CHECK-OFF

During the life of this Agreement and in accordance with the terms of the authorized dues check-off form, the City agrees to deduct union dues and assessments levied by the Union from the pay of each employee who has executed the appropriate authorization form. However, the total amount of such deductions for each employee shall not be changed more than twice during the term of this Agreement. Any employee may withdraw his/her check-off authorization upon thirty (30) days written notice to the City and the Union.

The deductions shall be certified to the City by the Treasurer of the Union on the appropriate forms, signed by the employees, and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The Union agrees to indemnify and hold the City harmless against any and all claims, suites, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Section.

ARTICLE 6

LEAVES OF ABSENCE

Personal Leave

Regular permanent employees may, upon written request, be granted an unpaid leave of absence. Such unpaid leaves may be granted at the discretion of the appropriate department head for a period of up to thirty (30) days, leaves of thirty-one (31) days and up to one (1) year may be granted at the discretion of the City Council or the Board of Trustees.

The employee shall return from such leave on the agreed upon date and be reinstated in the former or similar position in accordance with personal qualifications and abilities. Failure of an employee to return on the agreed upon date shall be considered a voluntary resignation.

An employee on unpaid leave of absence shall not be eligible to accrue benefits such as holiday pay, retirement credit, vacation or sick leave credits during the period of leave. Seniority shall accrue only during the first thirty (30) days of such leave.

In the event an employee is on the active payroll for the major portion of any month, the City shall continue its normal participation for insurance premiums for the entire month. However, if the employee is on an unpaid leave for the major portion of a month that employee shall be responsible for paying the full monthly premium provided the employee is otherwise eligible for such insurance coverage.

Sick Leave

Section a. Eligibility

All permanent full-time employees who have completed their probationary period shall be eligible for paid sick leave.

The Employer recognizes its responsibilities under the Family and Medical Act and hereby advises each employee, who may wish to make a request for leave under the provisions of the FMLA due to the illness or incapacity of an immediate family member of themselves, to contact the City Administrator concerning their eligibility for such leave.

Section b. Accrual

Sick leave shall be accrued as follows:

1. Sick leave shall be accrued for all permanent full time employees at the rate of one (1) work day for each month of service up to one hundred twenty (120) days maximum.

Section c. Usage

Sick leave shall be granted under the following circumstances:

1. Personal illness or physical incapacity not incurred in the line of duty or illness of a child or spouse requiring the attention of the employee either at home or in the hospital.

2. Enforced quarantine of employee in accordance with community health regulations.

3. For the purposes of this agreement, pregnancy shall be treated the same as any other physical incapacity and employees shall be allowed to use accumulated sick leave during pregnancy and subsequent confinement.

Section d. Administration

Sick leave shall be administered as follows:

1. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.

2. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods.

3. In individual cases, if there is a sufficient reason to believe the employee may be abusing the sick leave privilege, the employer may require an appropriate medical certificate for all future sick leave and the employee will be advised in writing that all future sick leave may be cause for disciplinary action up to and including dismissal.

4. No payment for unused sick leave credit shall be made upon separation from City employment except in the event of an employee's retirement, which meets the requirements of applicable Federal and state statutes, the employee shall be paid twenty-five (25%) percent of his/her hourly rate (at the time of retirement) for each hour of unused sick leave credit the employee has accrued.

5. In the event an employee is caused to miss work due to the actions of a third party and the employee uses accrued sick leave, the employee and the City shall together, at no cost to the employee, seek recovery from such a third party. Upon recovery, the City shall be reimbursed for all the costs associated with the used sick leave and the employee shall be reaccredited with the used sick leave.

Funeral Leave

In the event of a death in the "immediate family" of a permanent employee, the employee may be granted a leave of absence with no loss of regular pay of up to four (4) working days. "Immediate family" is defined as spouse, parent, parent-in-law, child, sibling, sibling-in-law, grandparent, grandchild or any other relative living in the employee's household.

In the event of a death in the "family" of a permanent employee, the employee may be granted a leave of absence with no loss of regular pay of up to one (1) working day. "Family" is defined as child-in-law, grandparent-in-law, aunt and uncle.

In addition, a permanent employee may be granted a leave of absence with no loss of regular pay to serve as a pallbearer at a funeral.

ARTICLE 7

DISCIPLINARY ACTION AND DISCHARGE

1. Purpose

Both parties recognize that a certain amount of discipline is necessary for the efficiency of the operation. Therefore, these penalties for infractions of rules and policies have been agreed upon.

Disciplinary action shall include:

a. Oral warning or reprimand

b. Written warning or reprimand

c. Suspension with loss of pay

d. Withholding a pay increase (not to exceed 90 days)

e. Demotion

f. Discharge

g. Reprimand or Warning

Whenever an employee's performance falls below a satisfactory level or when an employee's conduct falls under one of the causes for action listed in 5, the supervisor shall inform the employee promptly and specifically of such problems.

Written warnings or reprimands shall cease to have force and/or effect twenty-four (24) months after the date of the last reprimand. Thus, an employee must complete a full twenty-four (24) month period free from any written reprimand or warning in order to clear the file of previous such actions.

2. In those cases where a written reprimand has not proven to be effective, or in those cases where the seriousness of the offense warrants it (without previous warning or reprimand), any employee may be suspended without pay by the Department Head for a period not to exceed thirty (30) calendar days for each offense.

3. Demotion and Dismissal

Where other forms of discipline have proven ineffective, or where the seriousness of the offense warrants it, the Department Head may demote or dismiss the employee. Formal grievances concerning dismissal cases shall be initiated at step 2 of the grievance procedure.

4. Causes of Action shall include:

a. Incompetency, inefficiency or negligence in the performance of duty

b. Serious professional misconduct

c. Chronic physical or mental incapacity to perform assigned work

d. Insubordination, constituting a breach of discipline

e. Unauthorized absence or abuse of leave privileges

f. Acceptance of any valuable consideration given to influence the employee in the performance of duty

g. Falsification of employment application or of any City record

h. Use of official position for personal advantage

i. Criminal conviction of a Felony

This shall be the exclusive procedure for discipline and discharge and similar rules in Chapter 400 of the 1977 Code of Iowa are not applicable under this Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE

"Grievance" is defined as a dispute as to the application or interpretation of any clause of this Agreement which is signed and filed by the employee(s) involved.

Section a. Procedure

The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances must be presented at the first (1st) step of the procedure within five (5) calendar days of the incident giving rise to the complaint. At any time and/or at any step of the procedure the Business Representative of the Union shall have the right to represent the employee.

Step 1. The employee having a specific grievance shall take it first to his/her immediate supervisor. Such supervisor must respond within five (5) calendar days.

Step 2. Within five (5) calendar days after the decision in Step No. 1, or if no timely decision has been made, the employee shall then present the written grievance to his/her department director. Such department director shall respond in writing within five (5) calendar days. All discharge cases will be instituted in Step No. 2 of the grievance procedure.

Step 3. If not resolved, the grievance shall be submitted to arbitration within five (5) calendar days after the decision in Step No. 2, or if no decision has been made, such grievance shall be submitted to arbitration by submitting written notice to the Mayor. Such notice shall specify the sections of the rules and regulations and/or the agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of ten (10) arbitrators and, by alternately striking names, an arbitrator will be selected.

Section b. Limitations

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement.

The arbitrator's fee and expenses shall be shared equally by the City and the Union. However, each party shall be responsible for compensating their own representatives and witnesses and for paying for transcripts of hearings if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeal.

All grievances must be signed by the employee(s) involved.

When necessary in investigating and settling grievances, employees and their representative, if an employee of the City, shall be released from work without loss of regular pay for a reasonable time provided the supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in this article may be extended by mutual written agreement.

ARTICLE 9

EMPLOYEE TRAINING

The City will, at its discretion, provide orientation, on-the-job training or outside instructional courses for employees. Such training may be during either regular working hours or after regular work time but shall be appropriately compensated. The cost of such training or orientation shall be paid by the City.

ARTICLE 10

SENIORITY

Seniority is determined by the length of continuous unbroken service as a permanent full-time employee of the City. Seniority shall be "broken" by separation from City employment by discharge, resignation, retirement, or death. Period of employee suspension or leaves of absence without pay in excess of thirty (30) cumulative calendar days per year shall be deducted from the date of hire in calculating the employee's time of seniority.

ARTICLE 11

PROMOTIONAL PROCEDURES

When filling promotional vacancies, consideration shall be given to the employee's ability, aptitude and work record. However, when these factors are reasonably equal between two (2) or more employees, then seniority shall prevail.

ARTICLE 12

VACATIONS

All permanent full-time employees, who have successfully completed their respective initial probationary period, shall be given vacation leave in accordance with the following schedule.

On the employee's 1st year anniversary 40 hours will be added to his/her vacation;

on the employee's 2nd - 7th year anniversary 80 hours will be added to his/her vacation balance;

on the employee's 8th - 13th year anniversary 120 hours will be added to his/her vacation balance;

on the employee's 14th - year anniversary 160 hours will be added to his/her vacation balance.

Paid vacation time in all cases shall be paid at the established salary rate, or the hourly wage rate, based on the regular time worked not including overtime.

Upon termination an employee shall be compensated, on a pro-rata basis, accrued but unused vacation in accordance with the above schedule.

Vacation leave is earned in one year, added to the employee's vacation balance on the employee's anniversary date, and taken during following year.

All requests for vacation leave must be made reasonably in advance and may be approved at the discretion of the department head. In approving such requests the department head shall consider the efficient operation of the department and the seniority and wishes of the employees.

As a general rule, employees will be expected to take not less than one week of vacation at one time, unless special conditions justify an exception by the department head.

A carry over of 40 hours may be allowed. Scheduling of carry over vacation time to the subsequent year and the time such vacation time shall be taken shall be done with concurrence of the department head. Vacation time earned and not taken, in excess of permitted carry over of 40 hours shall be lost to the employee, unless work schedules beyond his control did not permit his taking earned vacation time, in which case the approval of the Council must be secured for the exception.

ARTICLE 13

HOLIDAYS

Section 1. The following shall be recognized as paid holidays:

New Year's Day	the first day in January
Memorial Day	the last Monday in May
Independence Day	the 4th of July
Labor Day	the 1st Monday in September
Veteran's Day	the 11th day of November
Thanksgiving Day	the 4th Thursday in November
Friday after Thanksgiving	the day after Thanksgiving
Christmas Day	the 25th of December
Additional Christmas Holiday	either the day before or after Christmas Day, to be designated by the City
Employee's Birthday	to be taken on or after the actual date of the Birthday. However, under no circumstance will an employee receive any premium pay for working on the Birthday Holiday
One Floating Holiday	to be taken at the request of the employee but the prior approval of the employee's Supervisor is required. Under no circumstance will an employee receive any premium pay for working a "Floating" Holiday.

Section 2. In those cases where the holiday falls on a Saturday, it shall then be observed on the preceding Friday, and in those cases where the holiday falls on a Sunday, it shall then be observed on the following Monday.

When a holiday comes during a leave of absence for which an employee received compensation, the holiday will not be counted as part of the leave of absence.

Section 3. The regular full-time employees shall be paid at the employee's straight time hourly rate for eight (8) hours, and Police Officers shall receive twelve (12) hours, for each of the holidays not worked as set forth in this article occurring during the period in which they are actively employed. An employee required to actually work on any recognized paid holiday shall be paid one and one-half (1 1/2) for time actually worked on the holiday in addition to the eight (8) hours holiday pay.

Section 4. To be eligible for holiday pay, an employee shall work or be on approved paid leave, their last scheduled work day immediately before, and their first scheduled work day immediately following each holiday.

ARTICLE 14

PROCEDURES FOR STAFF REDUCTION

Section 1. Advance Notice

In the event a reduction in force becomes necessary, the City will provide the affected employee(s) with at least two (2) weeks notice.

Section 2. Order of Layoff

Whenever it becomes necessary for employees of a specific class to be laid off because of lack of work, lack of funds, or reorganization, the order of layoff shall be as follows:

a. Temporary appointees

b. Probationary employees

c. Permanent employees in reverse order of their seniority as defined in Article 10 of this Agreement, provided that the remaining employees have the qualifications and skills to perform the necessary work.

Employees so laid off shall be eligible for up to one (1) year to be recalled on the basis of their seniority, provided that they are still qualified and able to perform the work. When an employee is notified to return to work, satisfactory arrangements to do so must be made by the employee within five (5) working days of notification by registered mail or said employee will be automatically removed the re-employment list.

ARTICLE 15

INSURANCE

Section 1. Medical

The City will provide medical insurance comparable to that level of coverage now provided via the Blue Cross-Blue Shield Plan. The City will pay the monthly premium for single coverage and effective January 1, 2006 an additional $575 per month toward the family premium for those employees who enroll their families for coverage and arrange for the balance of the monthly premium to be deducted from their regular pay. Effective January 1, 2007 the City will pay up to $615 per month toward the family premium for those employees who enroll their families for coverage and arrange for the balance of the monthly premium to be deducted from their regular pay.

Section 2. Life Insurance

The City will provide each permanent full-time employee with Term Life Insurance Policy in the following amounts: employee - $10,000, employee's spouse - $5,000, employees dependents - $2,500. The Insurance carried shall be selected by the City.

ARTICLE 16

HEALTH AND SAFETY MATTERS

1. The City shall continue to provide certain articles of personal clothing and equipment for Police Officers as follows:

one cap and two breast badges

three pairs of pants

three winter shirts & three summer shirts

one soft body armor protective vest

one winter coat with removable liner

one light jacket or vest.

one cap with winter and summer cover

one rain coat

two neckties and one clip

2. The City agrees to continue issuing attire for the Water and Electric Departments, they shall provide the following to the Street Department employees:

one set of insulated coveralls

one set of lightweight coveralls

3. The Parking Enforcement Officer will continue to receive the following attire:

2-Badges

1-Winter Coat and Liner

3-Winter Coveralls

1-Raincoat

1-Tie Clip

1- Summer Cap (Baseball Type)

1-Summer dress uniform shirt and pants (for court)

1-Winter dress uniform, shirt and pants (for court)

1-Summer Jacket

3-Summer Coveralls

1-Belt

2-Neckties

1-Winter Cap

The City will replace these items listed in (1), (2) and (3) above at its discretion as needed as a result of damage or wear.

In addition, Police Officers and employees in the Street Department shall be reimbursed up to one hundred dollars ($100) each year for the purchase of shoes or safety boots, respectively, provided that the Chief of Police approves the style and color of the shoes and the boots meet appropriate OSHA standards for safety protection. Any portion of the one-hundred dollars ($100) which is not spent in one year may be carried over into the next year, but may not be carried into a third year.

In addition, the City will provide reasonable provisions for the safety and health of employees during working hours and shall provide protective devices for employees against injury and/or illness in conformance with applicable State and Federal laws.

Employees are expected to follow established procedures for reporting occupational injuries and illness to their supervisors. Any outside medical treatment relating to occupational injuries must be authorized by the Department Head in advance in order to be eligible for payment from the City.

ARTICLE 17

MANAGEMENT RIGHTS

Except as specifically modified by this Agreement, the City shall maintain, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

1. Direct the work of its public employees
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.

5. Relieve public employees from duties because of lack of work or for other legitimate reasons.

6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.

7. Take such actions as may be necessary to carry out the mission of the public employer.

8. Initiate, prepare, certify and administer its budget.

9. Exercise all powers and duties granted to the public employer by law.

ARTICLE 18

PERSONAL PROPERTY REPLACEMENT

Employees may request reimbursements for personal equipment destroyed or damaged in the performance of their assigned duties, provided that such personal equipment is usual and customary for the duties assigned. No request for reimbursement for damage will be honored when the damage is due to employee negligence. The employee shall submit a request to the respective department head for review and recommendation to the City Council for approval. The decision of the City Council shall be subject to the grievance procedure. The employee's reimbursement will be limited to an amount not to exceed $100.00.

ARTICLE 19

WAGES

Section a.

Effective July 1, 2005, each employee shall receive an adjustment in pay in accordance with Appendix A of this Agreement. Effective July 1, 2006 each employee shall receive an adjustment in pay in accordance with Appendix B of this Agreement.

Section b.

Each employee shall receive an annual performance evaluation due to be conducted on his/her anniversary date. A satisfactory or better performance rating will result in a one step pay increase to the next higher step in the employee's assigned range (until step six (6) is reached) to be effective on the first pay period following the anniversary date. A less than satisfactory rating will not result in a pay increase and the employee will be reviewed in ninety (90) days. A second less than satisfactory rating will result in no pay increase and one more ninety (90) day extension.

If the regular annual review is inadvertently overlooked by the City, but when reviewed the performance is satisfactory or better, the step increase shall be retroactive to the first pay period following the anniversary date.

Section c.

Longevity pay shall be made in accordance with the following formula:

Upon completion of continuous years of City service	Cents per hour.
Five years	$0.05
Ten years	$0.10
Fifteen years	$0.15
Twenty years	$0.20
Twenty five years	$0.25

Such payment will begin with the first full pay period which begins after the employee's respective anniversary date. These payments shall be added to the employee's regular hourly rate.

ARTICLE 20

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

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 City and the Union, for the life of this Agreement agree that the other party 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 party at the time they negotiated or signed this Agreement.

ARTICLE 21

NO STRIKE--NO LOCK OUT

Neither the Union, its officers or agents, nor any employee will directly induce, instigate, encourage, authorize, ratify, or participate in any strike against the employer. A strike is defined as an employee's refusal, in concerted action with others, to report to duty, or to be willfully absent from work, or the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

The employer will not engage in any "lock-out" activity of the employees in this unit during the term of this Agreement.

ARTICLE 22

AGREEMENT DURATION

This Agreement shall be in full force and effect for a period beginning July 1, 2005, to and including the 30th day of June 2007.

APPENDIX A

Effective July 1, 2005, the following pay schedule will be implemented:

HOURLY

	1	2	3	4	5	6
Range 10 Parking & Animal Control Operator Street Maintenance Worker		13.29	13.62	13.96	14.31	14.68
Range 11 Account Clerk Police Dispatcher	13.32	13.65	14.00	14.35	14.69	15.06
Range 12 Equipment Operator Water Service Tech.	13.70	14.04	14.39	14.74	15.13	15.51
Range 13 Sewer Treatment Plant Operator Water Treatment Plant Operator	14.08	14.43	14.79	15.17	15.56	15.96
Range 14 Water Treatment/Dist. Operator Sewer Treatment/Collection Operator	15.14	15.55	15.92	16.35	16.79	17.21
Range 16 Lineman	15.88	16.26	16.69	17.15	17.61	18.05
Range 17 Senior Water Maintenance Leader	16.28	16.72	17.17	17.64	18.10	18.56
Range 18 Line Crew Leader Lineman/Plant Operator	16.76	17.21	17.68	18.14	18.58	19.05
Range 23 Senior Electric Maintenance Leader	19.12	19.65	20.16	20.66	21.15	21.69

BI-WEEKLY

Range P-10 Police Officer	1,245.28	1,289.32	1,355.45	1,399.45	1,434.44

Newly hired employees will normally be appointed at the first step of their respective salary range. Exceptions may be made depending upon the experience and background of the individual being hired.

APPENDIX B

Effective July 1, 2006 the following pay schedule will be implemented:

HOURLY

	1	2	3	4	5	6
Range 10 Parking & Animal Control Operator Street Maintenance Worker		13.76	14.10	14.45	14.81	15.19
Range 11 Account Clerk Police Dispatcher	13.79	14.12	14.49	14.85	15.20	15.58
Range 12 Equipment Operator Water Service Tech.	14.18	14.53	14.89	15.26	15.66	16.05
Range 13 Water Treatment Plant Operator Sewer Treatment Plant Operator	14.57	14.93	15.31	15.70	16.11	16.51
Range 14 Water Treatment/Dist. Operator Sewer Treatment/Collection Operator	15.67	16.10	16.48	16.92	17.38	17.82
Range 16 Lineman	16.44	16.82	17.28	17.75	18.23	18.68
Range 17 Senior Water Maintenance Leader	16.85	17.31	17.77	18.26	18.74	19.21
Range 18 Line Crew Leader Lineman/Plant Operator	17.35	17.82	18.30	18.78	19.23	19.72
Range 23 Senior Electric Maintenance Leader	19.79	20.34	20.87	21.39	21.89	22.45

BI-WEEKLY

Range P-10 Police Officer		1,288.86	1,334.45	1,402.83	1,448.43	1,484.64

Newly hired employees will normally be appointed at the first step of their respective salary range. Exceptions may be made depending upon the experience and background of the individual being hired.

This instrument is agreed to and executed on this 1st day of July, 2005

CHAUFFEURS, TEAMSTERS AND

HELPERS, LOCAL UNION NO. 238

CITY OF WINTERSET, IOWA

BY _____
JERRY SCHWERTFEGER, MAYOR

BOARD OF TRUSTEES OF

WATERWORKS AND ELECTRIC LIGHT

AND POWER PLANT OF THE CITY

OF WINTERSET, IOWA

BY: _____
WILLARD SHORT, CHAIRMAN

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