



City of Oelwein

Oelwein, Iowa

And

Chauffeurs, Teamsters and Helpers Local Union No. 238

affiliated with the

International Brotherhood of Teamsters

Public Works

July 1, 2024 - June 30, 2025

City of Oelwein
Oelwein, Iowa
And
Chauffeurs, Teamsters, and Helpers Local Union No. 238
Affiliated with the International Brotherhood of Teamsters

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AGREEMENT

This Agreement made and entered into by and between the City of Oelwein, Iowa, hereinafter referred to as the Employer, and Chauffeurs, Teamsters and Helpers Local No. 238, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union. The parties mutually agree as follows:

ARTICLE 1 -- COVERAGE

1.1 The Employer recognizes the Union as the exclusive collective bargaining representative of those classifications of employees as set forth by the Public Employee Relation Board Ruling Case No. 461, as amended by Case No. 6232.

Included: all full time and regular part time employees of the City of Oelwein in the Utilities Department, Street Department, and Clerks.

Excluded: the Cemetery Sexton, Supervisors of Public Works, Administrative Assistant and all persons excluded by Section 4 of the Act.

There shall be three (3) departments covered under this contract. They shall be referred to herein as the Street Department, the Utilities Department and the Clerical Department. The Street Department shall be comprised of one classification of worker referred to as Street Laborer. The Utilities Department shall be comprised of one classification of worker referred to as Operator. The Clerical shall be comprised of one classification of worker referred to as Clerk.

1.2 The purpose of the City and the Union in entering into this labor contract is to set forth their agreement on wages, and other conditions of employment to achieve the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE 2 -- MAINTENANCE OF STANDARDS

2.1 The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

2.2 The term "employee" wherever used in this Agreement refers only to those employees included in the bargaining unit.

2.3 In the event both the City and the Union mutually agree in writing to amend or modify any terms or provisions of this Agreement, such amendments or modification in writing shall be subject to the

approval of the Mayor and the Council and the Business Representatives of the Union and will not be effective until such approval is given. In the event of disapproval of the Mayor and Council or the Business Representative of the Union, said amendment or modification shall be null and void and of no force or effect.

2.4 The parties acknowledge that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement, agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement recognizing the right of the parties to mutually agree to discuss any subject or matter not specifically referred to or covered by this Agreement. Matters involving disputes as to the application or interpretation of this Agreement shall be processed through the grievance procedure.

ARTICLE 3 -- LIMITATIONS

3.1 Should any portion of the Agreement during the life of the Agreement be rendered invalid by state or federal legislation, the remainder of the Agreement will remain in full force and effect for the life of this Agreement.

3.2 Special rules and limitations shall follow the State of Iowa Public Employment Relations Act, and rules and regulations promulgated thereunder.

3.3 Consideration given to 4.1 and 4.2, the provisions appearing herein represent the total Agreement between the parties.

ARTICLE 4 -- UNION STEWARDS

4.1 The Employer recognizes the right of the Union to designate one (1) steward and one (1) alternate steward. Such designation shall be made in writing. Any changes shall be promptly reported by Union to the Employer. Union Steward shall be granted time off with pay during working hours to conduct union business that they are required to attend to. However, the steward shall notify their department head prior to leaving their work place for the purpose of investigating or presenting grievances.

ARTICLE 5 -- WAGE SCHEDULE AND JOB CLASSIFICATION

5.1 Rates of pay for job classification are as listed on Exhibit A attached to this Agreement and by reference shall become a part of this Agreement.

ARTICLE 6 -- TERM OF AGREEMENT

6.1 City Proposal: This Agreement shall be in full force and effect from July 1, 2019 to and including June 30, 2020 and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify is served by either party by the end of September of the year prior to

expiration.

APPENDIX A

CLASSIFICATION AND WAGES
JULY 1, 2024 THROUGH JUNE 30, 2025
(4% Wage Increase)

See attachment

An employee who takes on the Safety Official role appointed by the City Administrator receives an additional \$0.50 an hour annually. When the employee is no longer the safety official, the \$0.50 is taken away.

A City Hall employee, with five years of service in a clerk setting, who takes on the Deputy Clerk/Asst. Treasurer/Office Manager roles are eligible to receive an additional \$1.00 an hour annually. When the employee becomes certified through the Iowa Municipal Finance Officers Association, they are eligible to receive \$1.50 additional pay.

Increases will occur with the following:

- July 1, 2024 to June 30, 2025 4.00% wage increase

Signed this _____ day of _____, 2023.

Chauffeurs, Teamsters and Helpers
Local No. 238, affiliated with the
International Brotherhood of Teamsters

City of Oelwein, Iowa

Union Secretary-Treasurer

Mayor, City of Oelwein, IA

Union Business Representative

City Administrator