



AGREEMENT  
BETWEEN THE  
CITY OF URBANDALE, IOWA  
AND THE  
CONSTRUCTION AND PUBLIC EMPLOYEES LIUNA LOCAL 177  
July 1, 2024 – June 30, 2029

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## **AGREEMENT**

This Agreement is entered into by the City of Urbandale, hereinafter referred to as the "Employer" or "City"; and the Construction and Public Employees LiUNA Local 177, hereinafter referred to as the "Union".

### **ARTICLE I - RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of representing full time employees in the following classifications in accordance with the provisions of the Iowa Public Employment Relations Act:

- Laborer
- Light Equipment Operator
- Solid Waste Collection Operator
- Heavy Equipment Operator
- Equipment Mechanic
- Senior Mechanic
- Turf Specialist
- Horticulture Technician
- Facilities Maintenance Laborer
- Sewer System Operator I
- Sewer System Operator II
- 8 Month Laborer

### **ARTICLE II - UNION-MANAGEMENT RELATIONS**

All formal negotiations or bargaining with respect to terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the City.

### **ARTICLE III - COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

The parties acknowledge that during the negotiations which result 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, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE IV - MANAGEMENT RIGHTS**

Except as specifically modified in this Agreement, the City shall not be deemed to be limited in any way in the performance of the regular and customary functions of municipal managements, and hereby reserves and retains all such customary powers, authority and prerogatives. It is expressly recognized, by way of illustration and not limitation that such customary powers and authority include but are not limited 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 the budget
- 9) Exercise all powers and duties granted to the public employer by law

## **ARTICLE V - UNION REPRESENTATION**

The Union may appoint a bargaining committee to represent the bargaining unit in all negotiations and/or discussions with appropriate employer representatives. The Committee shall not exceed two (2) in number with up to one (1) designated alternate.

The names of such committee members and alternate shall be transmitted in writing to the City Manager. Committee members may not act in that capacity until this notification has been completed. Accordingly, all changes in designated representatives must be reported promptly.

Committee members may receive, investigate and process complaints or grievances of employees. A committee person may be permitted to leave the regular work area upon request to his/her supervisor and with the approval of the supervisor. Such employees will suffer no loss of their regular pay for the normal work shift when properly excused by their supervisor. However, such time spent investigating and processing grievances shall be reasonable and commensurate with the circumstances concerning the matter at issue. Normally such time will not exceed one-half (1/2) hour at any step of the grievance procedure and will require the attention of only one (1) committee member.

## **ARTICLE VI - HOURS**

### **Section A. Normal Work Week**

The normal work week shall consist of five (5) consecutive days, each including eight (8) hours of work. Specific work schedules, including days and hours, will be issued by the appropriate department. Hours may be adjusted depending on the weather conditions and

the City's work requirements. The employer reserves the right to adjust the schedule of employees, which could include four (4) consecutive days including ten (10) hours of work.

Section B. Lunch Period

All employees shall be allowed an unpaid lunch period which shall be scheduled generally in the middle of the work shift. Lunch periods shall be scheduled as to time and duration in accordance with the prevailing departmental rules and regulations. However, a lunch period shall not be less than thirty (30) minutes nor more than one (1) hour.

All employees shall be entitled to one (1) fifteen (15) minute rest break during the first four (4) hours of their work schedule and one (1) fifteen (15) minute rest break during the following four (4) hours of their work schedule.

Lunch periods will be provided to employees by the City at times designated by the department.

Section C. Rest Breaks

Rest breaks will be provided to employees by the City at times designated by the department.

**ARTICLE VII - OVERTIME COMPENSATION**

Overtime work will be compensated per the language in the employee handbook regarding overtime for non-exempt employees.

**ARTICLE VIII - SETTLEMENT OF DISPUTES**

A grievance is defined as a dispute as to the application or interpretation of any part or clause of this Agreement filed and signed by the employees involved. The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievance must be presented at the first (1st) step of the procedure within five (5) working days of the incident giving rise to the complaint.

STEP I The employee having a specific grievance shall take it first to his/her immediate supervisor who shall respond within five (5) working days.

STEP II If the matter has not been resolved, the employee shall then, within five (5) working days of receipt of the Step I answer, present the written grievance to the Department Director, who shall respond within five (5) working days.

STEP III If the matter has not been resolved, the employee shall then, within ten (10) working days of receipt of the Step II answer, present the written grievance to the Human Resources Director, who shall respond within fifteen (15) working days.

STEP IV If not resolved, the grievance may be submitted to arbitration within seven (7) calendar days after the decision in Step III, or if no decision has been timely made, said grievance may be submitted to arbitration by submitting written notice to the City Manager. Such notice shall specify the section(s) of the

agreement alleged to have been violated. Within thirty (30) calendar days of the date on which the Union submits written notice of arbitration to the City Manager, the parties will jointly request that the Iowa Public Employment Relations Board (PERB) submit to the parties a list of arbitrators and, by alternately striking names, an arbitrator will be selected. Within thirty (30) calendar days of the date on which the parties select the Arbitrator, the Union will notify PERB of the name of the Arbitrator. Not later than sixty (60) calendar days following the date on which the Union notifies PERB of the selection of the Arbitrator, the parties shall establish a date for the hearing.

The decision of the Arbitrator shall be final and binding upon the parties. The arbitrator shall be without power to add to, subtract from or modify the terms of this Agreement, nor to make any decision in conflict with the laws of the State of Iowa or the ordinances of the City of Urbandale, Iowa.

The arbitrator's fee and expense shall be shared equally by the employer and the union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings, 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 appeals. Failure of the City representative to respond within the specified time limits shall render the matter subject to immediate appeal to the next step in the procedure. All written grievances must be signed by the affected employees. Employees are entitled to representatives of their own choosing at all steps in the grievance procedures.

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

Any time limit contained in this Article may be extended by written mutual agreement by the Union and the City.

## **ARTICLE IX - PROBATIONARY PERIOD**

Original Appointments. All original appointments shall be subject to a probationary period of six (6) months. Employees who complete the six months period will be granted permanent status. A probationary employee may be terminated at any time for any reason without any right of appeal.

## **ARTICLE X - HOLIDAYS**

The following paid holidays shall be observed:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day

Day following Thanksgiving  
December 24th or last working day prior to Christmas  
Christmas Day

Each employee shall be granted twenty-four (24) hours of personal time (3 days) annually.

Employees who are required to work on a designated holiday shall be compensated at double the normal hourly rate of pay either by cash or compensatory time off, at the request of the employee and the approval of the City Manager, in the form of compensatory time or cash payout if the C-Time bank is at a maximum. Such payment shall be in addition to the regular Holiday pay set pursuant to Article VI, Hours, Section A, Normal Work Week, for example eight (8) hours at straight time rates.

When a recognized holiday falls on Saturday it shall be observed on the preceding Friday. When a recognized holiday falls on Sunday it shall be observed on the following Monday.

### **ARTICLE XI - DISCIPLINARY ACTIONS**

Both parties of this Agreement recognize that disciplinary action is occasionally necessary for the efficiency of the operation. Therefore, these penalties for infractions of the rules and regulations have been agreed upon as follows:

Causes for Action - Causes for disciplinary action may include, but are not limited to the following:

- a) Incompetency, inefficiency, or negligence in the performance of duty.
- b) Activity which has been determined to be incompatible with his/her employment.
- c) Chronic physical or mental incapacity to perform the work of the position.
- d) Insubordination, constituting a serious breach of discipline.
- e) Disgraceful conduct.
- f) Unauthorized absence or abuse of leave privileges.
- g) Acceptance of any valuable consideration given to influence the employee in the performance of his/her duty.
- h) Falsification of any application or of any City record.
- i) Use of his/her official position for personal advantages.
- j) Prohibited political activity as provided by State law.
- k) Willful violation of the provisions of law or of these rules.
- l) Violation of written departmental rules.

Warning and Reprimand - Whenever employee performance falls below the required level, or when an employee's conduct falls below an acceptable standard, his/her supervisor shall inform him promptly and specifically of such lapses. If appropriate and justified following a discussion of the matter between the employee and his/her immediate supervisor, a reasonable time for improvement or correction may be allowed before any further disciplinary action is dictated. In situations where an oral warning has not resulted in the correction of the condition or when more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel folder.

Suspension - In those cases where one or more written reprimands has not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee may be suspended without pay by his/her department director with the approval of the City Manager, for a period not to exceed thirty (30) calendar days.

Demotion or Dismissal - When other forms of disciplinary action have been ineffective, or where the seriousness of the offense or condition warrants it, the City Manager may demote or dismiss the employee for any cause or causes listed above.

## **ARTICLE XII - HEALTH AND SAFETY MATTERS**

Employees shall observe and follow all regulations established by the Employer for the protection of life, health, and for the protection of City property. Employees shall follow established procedures for reporting occupational injuries and/or illness. Failure of the employee to comply with these provisions will result in non-payment of related medical services from the Employer.

All shirts shall properly display the City of Urbandale logo. Parks employees must have the City's logo on any upper body clothing such as shirts, jackets, sweatshirts, etc. They will wear appropriate safety vests when working in vehicular traffic areas. Public Works employees shall wear orange or lime green shirts.

## **ARTICLE XIII - NO STRIKE-NO LOCKOUT**

Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow down, mass resignation, mass absenteeism or the abstinence in whole or in part of the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. Any employee who violates any provisions of this article may be immediately discharged or otherwise disciplined.

The Employer will not engage in any "lock-out" activity of the employees in this unit.

## **ARTICLE XIV - USE OF BULLETIN BOARDS**

The City will provide reasonable space, for official Union business, on each bulletin board in each work area of the unit.

Use of the boards shall be limited to five (5) general types of notices:

1. Listing of Union officers and officials
2. Union meetings
3. Union elections
4. Union recreational and social events
5. Union educational notices

## **ARTICLE XV - PROMOTIONAL PROCEDUES**

All vacancies occurring in existing permanent job positions or new permanent job positions shall be posted on the bulletin board for five (5) work days. Employees interested shall apply on a form provided by the City or using the City's preferred online applicant tracking system during the posting period. Such posting shall be made within five (5) working days from the day the position becomes vacant.

## **ARTICLE XVI - WAGES**

Reporting Pay. If an employee reports for work at his/her regular time and place but is sent home by the supervisor because work cannot be performed, the employee shall be paid a minimum of two (2) hours of pay at their regular straight time.

Recall Pay. When an employee, after completing a regular shift and leaving work, is needed to work, he/she will be paid a minimum of two (2) hours of pay at the regular straight time rate.

Pay Adjustments. A new wage schedule will be implemented effective July 1, 2024. Each year after that, each employee shall receive a pay increase as follows: there will be an across-the-board increase of three and one half percent (3.50%) effective July 1, 2025 and three and one half percent (3.50%) effective July 1, 2026. Wage re-openers will be in effect for year four (4) (July 1, 2027) and year five (5) (July 1, 2028) of the contract.

Method of Payment. All newly hired employees shall be required to receive their pay via direct deposit.

Temporary Upgrade. Employees may be required to perform duties in a higher level classification. The first such occurrence during a contract year will be compensated beginning with the eleventh (11th) consecutive workday. On subsequent temporary assignments to the same classification, within a twelve month period, special compensation shall begin with the fifth (5th) consecutive workday and shall be retroactive to the first day.

Such special compensation shall be at the rate of the first pay step for the higher classification or a one-step increase for the employee, whichever is greater.

Longevity Pay. Permanent employees who have been in the continuous service of the City for the required number of years shall receive "Longevity Pay" in accordance with the following schedule effective with the payroll period in which the required number of years is completed.

<u>Continuous Service</u>	<u>Annual Payment</u>
0 - 4 years	\$0.00
5 - 9 years	\$253.00
10 - 14 years	\$507.00
15 - 19 years	\$760.00
20 - 24 years	\$1,013.00
25+ years	\$1,267.00

Continuous service shall be broken by any termination from City employment. It shall not be broken by an authorized leave of absence. However, no credit shall be allowed as credit toward the accumulation of a five (5) year period by employees on such leave for more than thirty (30) consecutive days and an additional time equal to the loss of service must be served to qualify for longevity pay.

**ARTICLE XVII - INCENTIVE PROGRAM**

Employees in this bargaining unit shall be eligible to participate in and receive awards from the Employee Incentive Award Program.

**ARTICLE XVIII - DURATION OF AGREEMENT**


This Agreement shall be in full force and effect beginning July 1, 2024 through June 30, 2029.

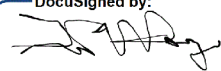
**ARTICLE XIX- SAVINGS**

If any provision of this Agreement is adjudged by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable law, such adjudication shall not affect the validity of this Agreement as a whole or any section, provision, or part thereof not adjudicated unlawful or unenforceable.

**ARTICLE XX - SENIORITY**

Seniority shall mean length of continuous full-time, permanent service in the service of the City since the employee's last date of hire by the City. Seniority will not be adjusted for approved paid leaves such as sick time, vacation, holiday, etc. or approved unpaid leaves such as personal illness, injury, or educational leave. Leaves of absence other than those identified above and in excess of a month's duration (30 consecutive days) will result in an adjusted seniority date.

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Robert D. Andeweg, Mayor

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Tom Hayes, Construction and Public Employees LiUNA Local 177

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Shane Huston, Committee Member

## APPENDIX A – WAGE SCHEDULE

New wage schedule effective July 1, 2024

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
A	52,770.60	54,353.72	55,984.33	57,663.86	59,393.78	61,175.59
B	54,969.38	56,618.46	58,317.02	60,066.53	61,868.52	63,724.58
C	57,259.77	58,977.56	60,746.89	62,569.30	64,446.38	66,379.77
D	59,550.16	61,336.67	63,176.77	65,072.07	67,024.23	69,034.96
E	61,932.17	63,790.13	65,703.84	67,674.95	69,705.20	71,796.36
F	64,409.45	66,341.74	68,331.99	70,381.95	72,493.41	74,668.21
G	66,985.83	68,995.41	71,065.27	73,197.23	75,393.15	77,654.94
H	69,665.27	71,755.22	73,907.88	76,125.12	78,408.87	80,761.14

Wage schedule effective July 1, 2025 (includes a 3.50% across-the-board increase)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
A	54,617.58	56,256.10	57,943.79	59,682.10	61,472.56	63,316.74
B	56,893.31	58,600.11	60,358.11	62,168.85	64,033.92	65,954.94
C	59,263.86	61,041.78	62,873.03	64,759.22	66,702.00	68,703.06
D	61,634.42	63,483.45	65,387.95	67,349.59	69,370.08	71,451.18
E	64,099.79	66,022.79	68,003.47	70,043.58	72,144.88	74,309.23
F	66,663.79	68,663.70	70,723.61	72,845.32	75,030.68	77,281.60
G	69,330.34	71,410.25	73,552.55	75,759.13	78,031.91	80,372.86
H	72,103.55	74,266.66	76,494.66	78,789.50	81,153.18	83,587.78

Wage schedule effective July 1, 2026 (includes a 3.50% across-the-board increase)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
A	56,529.19	58,225.07	59,971.82	61,770.97	63,624.10	65,532.83
B	58,884.57	60,651.11	62,470.64	64,344.76	66,275.11	68,263.36
C	61,338.10	63,178.24	65,073.59	67,025.80	69,036.57	71,107.67
D	63,791.62	65,705.37	67,676.53	69,706.83	71,798.03	73,951.97
E	66,343.29	68,333.59	70,383.59	72,495.10	74,669.95	76,910.05
F	68,997.02	71,066.93	73,198.94	75,394.90	77,656.75	79,986.45
G	71,756.90	73,909.61	76,126.89	78,410.70	80,763.02	83,185.91
H	74,627.17	76,865.99	79,171.97	81,547.13	83,993.54	86,513.35

<u>CLASSIFICATIONS</u>	<u>RANGE</u>
Laborer	C
Facilities Maintenance Laborer	D
Light Equipment Operator	E
Sewer System Operator I	E
Horticulture Technician	F
Equipment Mechanic	F
Solid Waste Collection Operator	G
Turf Specialist	H
Heavy Equipment Operator	H
Senior Mechanic	H
Sewer System Operator II	H

All newly hired employees will be placed at the first step of the appropriate pay range. Step advancement will be automatic on July 1<sup>st</sup> unless an employee is on a Performance Improvement Plan (PIP). In that case, the employee will be eligible to advance steps once removed from the PIP but will not be eligible for retro-pay. Employees who are promoted will be placed at the next highest step in the new pay range but shall receive no less than a four percent (4%) raise.

Laborers will be eligible for Super Laborer compensation if the following criteria are met: (1) They have reached at least step 4 of the Laborer pay range, and (2) they have attained their Class A CDL. Effective the first day of the next pay period following attainment of this criteria, the employee will be placed at the next highest step in the pay range immediately above the Laborer pay range (range D).



## Side Letter of Understanding

The City of Urbandale and the Construction and Public Employees Local 177 have entered into a collective bargaining agreement for the period of July 1, 2024 through June 30, 2029. Included in that agreement is a new wage schedule with new pay grade assignments, new step ranges, and revised step procedures. This letter of understanding covers the one-time initial implementation of current staff wages from the previous wage schedule procedures into the new wage schedule procedures.

### 7/1/2024 Step Placement

As is the case with implementing any new wage schedule, certain provisions must be outlined to accurately detail the process for assigning current employees to the new wage schedule. Effective July 1, 2024, current employees shall be assigned to the salary that is two steps above their base salary rate as of June 30, 2024 within their position's new pay range. The only exception to this, as previously agreed upon during contract negotiations, is that the 2 current Mechanics (Colten Miller and Eric Miller) whom are otherwise eligible for promotion to Senior Mechanics on July 5, 2024 will be promoted on July 1, 2024 to ensure they receive a pay raise at the same time as all other employees covered by the contract.

### Super Laborer Promotions

The requirements for promoting from a Laborer to a Super Laborer changed effective July 1, 2024 due to the revised step procedures in the new wage schedule. Under the old contract, step advancement was based on the employee's date of hire. Laborers were eligible to promote to Super Laborer after 2 ½ years of service and attainment of the CDL-A. Under the new contract, step advancement takes place on July 1<sup>st</sup> for all employees regardless of date of hire. Newly hired Laborers are eligible to promote to Super Laborer once they reach step 4 (which occurs after completion of the 3<sup>rd</sup> year of service) and attainment of the CDL-A. As previously discussed, current Laborers will be grandfathered under the old contract language to allow step advancement to the Super Laborer rate on their 2 ½ year anniversary rather than waiting until the July following their 2 ½ year anniversary.

<b>Name</b>	<b>Date of Hire:</b>	<b>2 ½ Years of Service Promotion Date:</b>
Padavich, Brian	03/28/2022	09/28/2024
Coventry, Dillon	05/16/2022	11/16/2024
Dahlin, Matthew	06/28/2022	12/28/2024
Brokaw, Seth	07/11/2022	01/11/2025
Dellaca, Nicholas	07/11/2022	01/11/2025
Garrison, Joshua	02/13/2023	08/13/2025
Greer, Craig	04/03/2023	10/03/2025
Hernandez, Raul	07/03/2023	01/03/2026
Baker, Trevor	08/21/2023	02/21/2026

**Temporary Upgrades**

The city utilizes subs to fill the Solid Waste Collection Operator positions as needed. When working out of classification, employees may be eligible for Temporary Upgrade compensation. Under the old wage schedule, the Solid Waste Collection Operator step 1 rate was significantly higher than the top step rate for all other positions. However, this is not the case under the new wage schedule. Therefore, the following added language in bold will guide the temporary upgrade pay rates for Solid Waste Collection Operators as previously discussed.

*“Employees may be required to perform duties in a higher-level classification. The first such occurrence during a contract year will be compensated beginning with the eleventh (11th) consecutive workday. On subsequent temporary assignments to the same classification, within a twelve-month period, special compensation shall begin with the fifth (5th) consecutive workday and shall be retroactive to the first day. Such special compensation shall be at the rate of the first pay step for the higher classification or a one-step increase for the employee, whichever is greater. **Solid Waste Collection Operators subs shall be compensated at the rate that corresponds with step 4 in pay range G.**”*

For the Union:

For the City:

Printed Name:

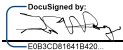
Printed Name:


Tom Hayes

Erin Freeman

Signature:

Signature:

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Date:


2/10/2024

2/5/2024

Printed Name:

Shane Huston

Signature:

DocuSigned by:  
  
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Date:

2/5/2024



Side Letter of Understanding

The City of Urbandale (“City”) and the Construction and Public Employees Local 177 (“Union”) hereby agree to amend the list of city recognized holidays under Article X of the collective bargaining agreement in effect through June 30, 2029 to include MLK Day and Veterans Day. If this LOU does not stipulate that an article or provision be amended, then the current contract language for that article or provision shall be maintained.

Article X – Holidays

The following paid holidays shall be observed:

- New Year’s Day
- MLK Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day following Thanksgiving
- December 24<sup>th</sup> or last working day prior to Christmas
- Christmas Day

CITY

UNION

Printed Name:

Erin Freeman

Printed Name:

Shane Huston

Signature:

*Erin Freeman*

Signature:

*Shane Huston*

Date:

5/24/2024

Date:

5-24-24