



**Agreement Between  
The City of Marshalltown Park Shop Division of the  
Parks & Recreation Department**

**AND**

**UAW Amalgamated Local No. 893**

**July 1, 2022 – June 30, 2027**



## TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION, NON-DISCRIMINATION, CHECKOFF .....	5
Section 1.1 .....	5
Section 1.2 .....	5
ARTICLE 2 - EMPLOYER RIGHTS .....	6
Section 2.1 .....	6
Section 2.2 .....	6
ARTICLE 3 - NO STRIKE - NO LOCKOUT .....	7
ARTICLE 4 - FEDERAL AND STATE LAW .....	7
ARTICLE 5 - EXTRA CONTRACT AGREEMENTS .....	7
ARTICLE 6 - UNION REPRESENTATIVE .....	7
Section 6.1 .....	7
Section 6.2 .....	7
Section 6.3 .....	7
ARTICLE 7 - GRIEVANCE PROCEDURE .....	8
ARTICLE 8 - SAFETY AND HEALTH .....	9
Section 8.1 .....	9
Section 8.2 .....	9
Section 8.3 .....	9
Section 8.4 .....	9
ARTICLE 9 – SPECIAL PROVISIONS .....	9
ARTICLE 10 - SENIORITY .....	9
Section 10.1 .....	9
Section 10.2 .....	9
Section 10.3 .....	10
ARTICLE 11 - JOB VACANCIES AND PROMOTIONS .....	10
Section 11.1 .....	10
Section 11.2 .....	10
ARTICLE 12 - HOURS OF WORK AND OVERTIME .....	10
Section 12.1 - Workweek .....	10
Section 12.2 - Rest periods .....	10
Section 12.3- Lunch breaks .....	10
Section 12.4 - Overtime .....	10
Section 12.5 - Call Back .....	10
Section 12.6- Compensatory Time .....	11
ARTICLE 13 - LEAVE OF ABSENCE .....	11
Section 13.1 - Personal Leave .....	11
Section 13.2 - Bereavement Leave .....	11
Section 13.3 - Jury Duty Leave .....	11
Section 13.4 - Returning from Leave .....	12
Section 13.5 - Family and Medical Leave Act .....	12
ARTICLE 14 – SICK LEAVE .....	12
Section 14.1 - Sick Leave .....	12
Section 14.2 - Returning From Leave .....	12
Section 14.3 - Sick Leave Subrogation Rights and Duties .....	12

Section 14.4 – Family Sick Leave .....	13
ARTICLE 15 - HOLIDAYS .....	14
Section 15.1.....	14
Section 15.2.....	14
Section 15.3.....	14
ARTICLE 16 - VACATIONS .....	14
Section 16.1.....	14
Section 16.2.....	15
Section 16.3.....	15
Section 16.4.....	15
Section 16.5.....	15
Section 16.6.....	15
ARTICLE 17 - DURATION OF AGREEMENT .....	15
ARTICLE 18 - PRINTING OF AGREEMENT .....	16
ARTICLE 19 - WAGES .....	16
EXHIBIT A.....	16

**Agreement Between  
The City of Marshalltown Park Shop Division of the  
Parks & Recreation Department  
AND  
UAW Amalgamated Local No. 893**

This Agreement is made and entered into this 1st day of July, 2022, by and between the City of Marshalltown (Park Shop Division of the Parks and Recreation Department) Marshalltown, Iowa (hereinafter referred to as the Employer), and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, UAW, and its Local 893 (hereinafter referred to as the Union), and between the Employer and the Union on behalf of the employees in the Bargaining Unit recognized and described in Article 1 of this Agreement.

**WITNESSETH:**

It is the intent and purpose of this Employer and the Union to establish and promote harmonious and cooperative relations between the Employer, the Union, and the employees covered by this Agreement; to provide procedures for the peaceful and equitable adjustment of grievances; to prevent and prohibit all strikes and other interferences with operations during the term of this Agreement; and to set forth the entire agreement of the parties regarding wages, rates of pay, hours of employment, and other conditions of employment. The parties recognize that the best interest of the community and the job security of the employees of the Park Shop Division of the Parks & Recreation Department depends upon the Employer's success in establishing and maintaining effective, proper, and superior service to the community.

**ARTICLE 1 - RECOGNITION, NON-DISCRIMINATION, CHECKOFF**

**Section 1.1**

The Employer hereby recognizes the Union as the exclusive bargaining representative on subjects covered by Iowa Code Section 20.9 for all employees in the bargaining unit described as maintenance and professional employees employed in the Park Shop Division of the Parks and Recreation Department including but not limited to the positions of Park Maintenance Worker I, Park Maintenance Worker II, Park Maintenance Technician, and Horticulturist, as set forth in the Iowa Public Employment Relations Board Order of Certification No. 6661, dated July 28, 2003, which excludes all clerical, supervisory, confidential, and all others excluded by the Act.

**Section 1.2**

- A) There will be no discrimination against, interference with, or restraint or coercion of any employee by the Employer because of the employee's membership in the Union or because of the activities on behalf of the Union that are lawful and not in violation of this Agreement.
- B) Neither the Union, nor its representatives, nor the employees represented by the Union will discriminate against, interfere with, intimidate, or coerce any employee because of such employee's desire or intent to join or refrain from engaging in Union activities.
- C) Employees will not engage in Union activities during working hours, except as provided in the grievance procedure.
- D) Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on account of race, color, sex, age, religious beliefs, disability, or national origin, in

admission or access to, or treatment of employment in, its programs and activities. The Union International representative for the Union and the City Human Resource Director for the City of Marshalltown shall jointly coordinate compliance.

## **ARTICLE 2 - EMPLOYER RIGHTS**

### **Section 2.1**

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, powers, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to the Employer and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

### **Section 2.2**

The Employer has the right to develop and place into effect work rules and regulations which are not in conflict with this agreement and shall provide the Union with copies of such work rules and regulations in advance of implementation for their comments.

### **ARTICLE 3 - NO STRIKE - NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. 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 strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

### **ARTICLE 4 - FEDERAL AND STATE LAW**

This Agreement is executed by the Employer and the Union with the intent that it complies with all Federal and State laws. Should any valid Federal or State law or the final determination of any Board or Court of competent jurisdiction render illegal or unenforceable any provisions of this Agreement, such illegality or unenforceability will not affect the remainder of the provisions thereof and the parties will forthwith proceed to amend or modify any such provisions to rectify that which rendered it illegal or unenforceable.

### **ARTICLE 5 - EXTRA CONTRACT AGREEMENTS**

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void.

### **ARTICLE 6 - UNION REPRESENTATIVE**

#### **Section 6.1**

- (A) For the purposes of negotiating a new Agreement between the parties upon the expiration of this Agreement, the Employer recognizes a Union Bargaining Committee consisting of such members as the Union may designate.
- (B) The Union Bargaining Committee may, during the life of this Agreement, be called into deliberations involving a discussion or clarification of the intent of this Agreement or to negotiate a supplement to this Agreement. Any such meetings may be called only upon the agreement of both the Employer and the Union.

#### **Section 6.2**

For the purposes of handling grievances in accordance with the procedure set forth in Article 7 of this Agreement, and for handling other Union business, the Employer recognizes one steward, who shall be the Committee Person. The Union shall designate the individual who is the Committee Person.

#### **Section 6.3**

An employee who is discharged or suspended from work and who feels such discharge or suspension was not for just cause, may file a grievance with the Employer. Such a grievance shall be processed in accordance with Article 7 of this contract.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

Any dispute that may arise between the Employer and an employee regarding a violation, application or interpretation of an expressed provision of this Agreement shall be resolved in accordance with the following procedure. The following of the grievance process is mandatory; all remedies under the grievance process must be exhausted before any other legal action is taken.

Step 1. An employee and/or the Union Representative shall discuss a complaint or problem verbally with their immediate supervisor within five workdays following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. If the verbal discussion fails to resolve the complaint or problem, the employee and the Union Representative shall present a grievance in writing to the Department Director, within five workdays following the verbal discussion. The written grievance shall state the nature of the grievance, shall state clearly and concisely all facts which are the basis for the grievance, note the specific clause or clauses violated, shall state the remedy requested, and shall be dated and signed by the aggrieved employee. A meeting may be held between the grievant, the Union Representative and the Department Director. The Department Director shall answer the grievance in writing within seven working days.

Step 3. If the grievance is still unsettled, the grievant and/or the Union Representative may within five workdays by written notice to the City Administrator request a meeting with the City Administrator to involve the grievant, Union Representative, International Representative, Department Director and supervisor in an attempt to resolve the dispute i.e. mediation.

Step 4. If the grievance is still unsettled, the Union may, within seven workdays after the reply of the Employer, by written notice to the City Administrator, request arbitration.

The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to further appeal. All awards and settlements shall in no case be made retroactive beyond the date on which the grievance was first presented in Step 1 of the grievance procedure.

Within seven workdays of the employee's written request for arbitration, the parties shall meet to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Public Employment Relations Board to furnish a list of names of seven arbitrators. Either party may reject the entire list before the striking procedure begins. The requesting party shall have the right to strike the first name from the list. Each of the two parties shall alternately strike one name from the panel until only one name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding on the parties. The arbitrator shall be requested to issue his decision within thirty days after the conclusion of testimony and argument.

The fees and expenses of the arbitrator will be equally paid by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. 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. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement.



If the employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

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

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other.

The time limits in any steps of the grievance procedure described above may be extended by mutual agreement.

## **ARTICLE 8 - SAFETY AND HEALTH**

### **Section 8.1**

No employee shall be required to drive a City vehicle that does not comply with all State and City safety regulations.

### **Section 8.2**

Clean, sanitary rest rooms shall be maintained by the Employer.

### **Section 8.3**

The parties will establish a Joint Safety Committee to comply with all areas of city, state, and federal guidelines. The Committee will meet quarterly to discuss issues related to safety and health.

### **Section 8.4**

The City will provide each employee a \$350 clothing allowance each year for work attire, including steel toed boots. For safety reasons steel-toed footwear must be worn while working. Clothing material and color must be approved by the employee's supervisor. This allowance excludes the expense of the winter coat and the bibs/coverall provided by the City as needed. . City will be responsible for the cost of special decals, tags or logo printing.

## **ARTICLE 9 - SPECIAL PROVISIONS**

Employees shall not be expected to furnish cars for work, unless circumstances are such that all approved Department vehicles are in use or receiving maintenance, and transportation is needed for out-of-town trips or for special business.

## **ARTICLE 10 - SENIORITY**

### **Section 10.1**

Seniority shall be based upon the beginning date of hire, in any positions for which full-time employees were hired, but shall not include any period of time exceeding sixty days in any one year during which they were absent from the service except for disability.

### **Section 10.2**

A seniority list shall be posted and kept up-to-date by the Employer. A copy of the up-to-date list shall be mailed to the Local Union. Said seniority list shall contain the name and starting date of each employee.

### Section 10.3

Upon initial employment, the employee shall serve a probationary period of six months. During that time the employee may be subject to discharge for any reason and shall not have recourse to the grievance procedure. The probationary employee shall have a waiting period of six months for eligibility for any paid leave with the exception of sick leave and holiday.

## **ARTICLE 11 - JOB VACANCIES AND PROMOTIONS**

### Section 11.1

Employer shall have sole discretion to fill a vacancy or vacancies.

### Section 11.2

Nothing in the Article precludes employees from submitting requests for transfers from one Department to another, nor does this Article preclude the Employer from considering such requests.

## **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

**Section 12.1 - Workweek** The normal workweek shall be 40 hours per week, Monday through Friday. Employees may be required may be required to work during any day of the week. Normal hours will be 7:30am – 4:00pm.

### Section 12.2 - Rest periods

To the greatest extent possible, employees shall receive two paid fifteen minute breaks during each workday.

### Section 12.3- Lunch breaks

There shall be a minimum lunch break of one-half hour on an unpaid basis.

### Section 12.4 - Overtime

Overtime payment shall be one and one-half times the employee's regular hourly rate of pay for all hours worked over 40 hours. The City shall establish an unscheduled overtime list by seniority within the Division. Unscheduled overtime shall be distributed as equally as possible among the employees in the Division. The most senior qualified employee in the Division shall be offered the overtime first and if that individual fails to respond to the offer or declines the offer, the supervisor shall contact the next senior employee in the Division. If an employee works the overtime or fails to respond to the request or declines the overtime, he/she shall be moved to the bottom of the overtime list. If emergency response is ordered by the Police or Fire Department, the Supervisor can call an employee within the City limits first. The horticulturist may be offered scheduled overtime over others when it is a program assigned or managed by them.

Work performed on Holidays shall be paid at one and one-half times the employee's regular hourly rate of pay plus eight hours of Holiday pay.

All paid leaves shall count as time worked for the purpose of computing overtime.

### Section 12.5 - Call Back

If an employee is called back to work after completing their regular eight hour day the employee

shall be paid a minimum of two hours pay at one and one-half times the employee's regular hourly rate of pay.

#### Section 12.6- Compensatory Time

In lieu of overtime pay, an employee may elect to earn compensatory time at the rate of one and one-half hours for each overtime hour worked. Compensatory time shall not be allowed to accumulate over 40 hours. The balance of earned compensatory time must be used by June 30th each contract year. The remaining balance will be paid in the last pay period of June.

### **ARTICLE 13 - LEAVE OF ABSENCE**

#### Section 13.1 - Personal Leave

A leave of absence for personal reasons may be granted to an employee upon advance written request of employee to the immediate supervisor. Leaves requested must be for good and sufficient reasons and are subject to the approval of the Department Director. A personal leave of absence shall not exceed thirty working days in any calendar year. If it becomes necessary, the employee may request that the leave be extended beyond the thirty working days, in which case the employee must apply for an extension of such leave to the Department Director prior to the expiration of the original leave of absence. During the period of absence, the employee shall not engage in gainful employment, unless such employment is approved by the Department Director. All personal leaves of absence will be without pay.

#### Section 13.2 - Bereavement Leave

In the event of a death in the employee's immediate family, an employee will be granted a paid bereavement leave in accordance with the following provisions:

- (A) Up to three days (24 hours) for the employee's immediate family; defined as a parent, parent-in-law, stepparent, spouse, child, grandchild, daughter-in-law, son-in-law, stepchild, brother, stepbrother, half brother, sister, stepsister, or half sister.
- (B) Up to one day (8 hours) for the employee's grandparent, grandparent-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, or nephew.
- (C) To qualify for the leave, the employee must notify the Employer, take the time off, and attend the funeral.
- (D) The employee shall be paid on the basis of his/her regular straight hourly pay rate for the period of the bereavement leave.
- (E) An employee who must travel 250 miles or more each way to a funeral may be granted two extra days of leave to attend the funeral. These two extra days shall be charged against the employee's sick leave allowance. The employee shall confirm the travel distance and ability to use sick leave with the employee's supervisor before making the trip.

#### Section 13.3 - Jury Duty Leave

When official notification to appear for jury duty is received the employee shall notify the employee's supervisor as soon as possible. An employee called for jury duty will be excused from work during the time served and will receive his or her regular pay for the time he or she would have been scheduled to work. Upon release by the court the employee shall immediately report back to work and at that time shall present proof of jury duty. When the employee receives his or her juror's duty pay, the check(s) shall be endorsed and turned in to the City. Any reimbursement for personal mileage or expenses may be kept by the employee or shall be returned to the employee if included with the juror's duty pay check.

#### Section 13.4 - Returning from Leave

The Department Director or supervisor may give approval for an employee to return to work prior to the expiration of a leave of absence.

#### Section 13.5 - Family and Medical Leave Act

The City's Family and Medical Leave Act policy shall be followed.

### **ARTICLE 14 – SICK LEAVE**

#### Section 14.1 - Sick Leave

An employee shall be entitled to sick leave with pay. Such leave shall be governed by the following provisions:

- A) Sick leave for probationary employees will accumulate from the first day of employment, but cannot be utilized during the first 30 days of employment.
- B) Sick leave credit shall accrue at the rate of one-half work day [4 hours] per two week pay period.
- C) Unused sick leave credit may be accumulated up to a maximum of 130 days.
- D) Paid sick leave shall not be charged in an amount smaller than 15 minutes.
- E) Sick leave shall accrue during the period of "sick leave with pay." Sick leave shall also accrue while an employee is on Workers' Compensation.
- F) An employee eligible for sick leave with pay, may use such sick leave, upon approval of the Department Director, for absence due to illness, exposure to contagious disease, injury, or for the employee's own doctor, dentist, vision, or hearing exam. An employee on sick leave shall inform the Department Director or supervisor of the fact and the reason therefore as soon as possible; failure to do so within a reasonable amount of time may be cause for denial of pay for the absence. The Department Director or supervisor may require a doctor's certificate before approving sick leave with pay. In the event of an extended absence or serious injury or illness, the Department Director or supervisor may require a fitness-for-duty medical release before approving sick leave with pay or before allowing the employee to return to work.

#### Section 14.2 - Returning From Leave

- (A) Failure of an employee to return to work at the end of authorized sick leave, or extension thereof, may be just cause to terminate the employee's seniority and employment with the Employer unless the employee can establish a reason acceptable to the Employer for not returning to work when expected.
- (B) An employee on sick leave may return to work prior to the expiration of the sick leave. Such employee shall give the Employer as much advance notice as possible of early return to work.

#### Section 14.3 - Sick Leave Subrogation Rights and Duties

The City of Marshalltown is obligated to pay certain benefits for sick leave and medical expenses concerning which, it may later be determined, a third party is responsible. In that event "subrogation" rights and duties are created. Subrogation means that the City of Marshalltown has a right to be repaid from money recovered from the negligent party. Accordingly, it is important for the employee to include as a part of his/her claim the sum of money represented by the sick leave taken and the medical expenses incurred. In this regard certain rights and duties are created.

First, the employee has a duty to include, as a part of the claim, the sum of money represented by the sick pay and medical expenses paid. Upon recovery of these sums reimbursement to the City of Marshalltown must be made.

Second, the City of Marshalltown has a right to pursue payment of the sick pay and medical benefits in the event the employee does not do so.

In regard to these rights and duties the following additional rules are agreed upon:

- (A) If sick leave is caused under circumstances creating a legal liability for damages against a third party, and if the employee or the employee's legal representative files a claim for any type of damages, or maintains an action for any type of damages, against a third party, the employee or employee's legal representative shall deliver a copy of the original notice or claim to the Employer within ten days after the claim is made or the action is filed.
- (B) If the employee's claim for damages includes lost wages covered by sick leave, the Employer shall be indemnified out of the recovery of damages to the extent of sick leave benefits paid to the employee by the Employer, except that the employee's attorney fees and out-of-pocket expenses shall first be deducted from the recovery.
- (C) If an employee fails to make a claim or bring an action for damages against a third party within 30 days after the Employer's written request to the employee do so, the Employer is subrogated to the rights of the employee and the Employer may make a claim or file an action against the third party and may recover damages to the same extent that the member may recover damages for the injury. The employee shall execute a subrogation agreement if requested by the Employer.
- (D) If the Employer should obtain a greater recovery than the amount necessary to reimburse the Employer for the payment of the sick leave payments, the Employer shall pay the remaining sum of money to the employee after deducting attorney fees and out-of-pocket expenses in connection with the enforcement of the claim.
- (E) Before a settlement is effective between the Employer and a third party who is liable for an injury, the employee must consent in writing to the settlement; and if the settlement is between the employee and a third party, the Employer must consent in writing to the settlement.
- (F) For purposes of this section, any payment made to an injured employee or to the employee's legal representative, by or on behalf of a third party or a third party's principal or agent, who is liable for, connected with, or involved in causing the injury to the employee, shall be considered paid as damages because the injury was caused under circumstances creating a legal liability against the third party, whether the payment is made under a covenant not to sue, a compromise settlement, a denial of liability or otherwise.

In the event that the Employer recovers money under this section, the total amount of money recovered by the Employer will be divided by the employee's regular hourly rate of pay to determine the sick leave recovery of the Employer, and the Employer will then add that many hours of sick leave to the employee's sick leave accumulation.

#### Section 14.4 – Family Sick Leave

Sick leave may be used for a family member's illness or injury; and may also be used for a family member's doctor, dentist, vision, or mental health appointments. Sick leave used in this manner will be referred to as Family Sick Leave and will be limited to 40 hours per fiscal year for employees regularly scheduled to work 2080 hours annually, Family sick leave will not be additional time accrued, but shall be time reduced from the employee's sick leave accrual. Family member is defined as the employee's spouse, child, step-child, foster-child, parent, or other family member residing in the employee's residence.

## ARTICLE 15 - HOLIDAYS

### Section 15.1

Employees shall receive eight hours pay for the following holidays not worked:

New Year's Day	Labor Day	Floating Holiday
Good Friday	Thanksgiving Day	Personal Day
Memorial Day	Friday after Thanksgiving	Personal Day
Fourth of July	Christmas Day	

Personal Days shall be given each employment year on the employee's anniversary. An employee will not be eligible for personal day until after six consecutive months of employment. A personal day shall not be carried over into a subsequent employment anniversary year. Any employee who leaves employment with the City for any reason other than being laid off will not be paid for a Personal Day not consumed.

Personal days may be taken at a minimum of one-quarter (1/4) hour increments.

### Section 15.2

If employee works on a holiday, the employee shall receive payment for the number of hours worked on that day at the rate of one and one-half times the regular hourly rate plus eight hours holiday. This applies to the designated holiday, which is not necessarily the actual holiday.

If a holiday falls on a Saturday, time off for the holiday will be taken on a Friday, and if a holiday falls on a Sunday, time off for the holiday will be taken on a Monday.

The Mayor will determine the floating holiday with at least two weeks prior notice to affected employees.

### Section 15.3

An employee shall forfeit the right to payment of any holiday if the employee has an unexcused absence on the last regular workday preceding the holiday or on the next regular workday following the holiday. An employee who is absent on their regular workday preceding the holiday and/or on their regular workday following the holiday for the reasons set out below, will not be disqualified for holiday pay by reasons of such absence:

- a) A work incurred injury requiring the employee to be off duty.
- b) Jury duty.
- c) Confining illness of the employee, substantiated by a statement of the attending physician.
- d) Absence authorized by the Employer by reason of illness or family emergency, occurring after an employee has reported for work on the day preceding or following a holiday.
- e) Absence authorized by the Employer because of good and sufficient reason submitted by the employee.

## ARTICLE 16 - VACATIONS

### Section 16.1

Paid vacations will be granted to employees in accordance with the following schedule:

At least one (1) year continuous employment - one (1) week [40 hours].

At least two (2) years continuous employment - two (2) weeks [80 hours].

At least five (5) years continuous employment - three (3) weeks [120 hours].

At least twelve (12) years continuous employment - four (4) weeks [160 hours].

Employees who were hired prior to April 23, 2002, shall be allowed five weeks of vacation with at least 20 years of continuous employment.

Years of total continuous employment are for the above vacation plan and shall be computed from the anniversary date of employment. The employee's anniversary date of employment will be the point at which the employee qualified for paid vacation and will be the point at which employee may commence vacation. An employee may carry one week of vacation over to the next vacation year.

#### Section 16.2

Vacation time shall normally be taken in one day [8 hour] increments. At the sole discretion of the employee's Supervisor or Department Director, vacation may be used in two [2] hour increments.

#### Section 16.3

Employees eligible for paid vacation shall submit their vacation preferences in writing to the employee's Supervisor or Department Director. The employer will respond to the employee's request within five working days. Once vacation is approved it shall not be disallowed because an employee with greater seniority has requested the same vacation period.

Nothing in the above stated policy precludes vacations being taken in one day increments, as is current policy.

#### Section 16.4

All employees entitled to a paid vacation shall be paid for such vacation on the basis of their regular straight hourly pay rate. No employee shall receive vacation pay at an overtime rate.

#### Section 16.5

The vacation of an employee who enters into or returns from the Armed Forces of the United States shall be granted in accordance with the requirements of applicable Federal and State Laws.

#### Section 16.6

If an employee under this vacation plan is laid off by reduction of the work force, retires on length of service or due to disability arising in service from the line of duty, or resigns from a position of employment, earned vacation time during the year in which such event occurs shall be computed on a pro-rata basis and paid to the employee. An employee who desires to resign from employment with the City may do so by notifying the employee's Department Manager of the reason and the effective date in writing. Resignations that are unsigned or that do not specify a termination date will not be accepted.

### **ARTICLE 17 - DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2022, and shall continue to remain in full force and effect until its expiration on June 30, 2027.

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days from November 15, 2026 for the subsequent year.

This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

## ARTICLE 18 - PRINTING OF AGREEMENT

The Employer will print this Agreement in booklet form and will provide all current Bargaining Unit employees with a copy of this Agreement.

## ARTICLE 19 - WAGES

Pay schedule is attached.

Effective July 1, 2022 the pay ranges shall be adjusted by 3.0%. The contract shall be opened for negotiations on this Article and the corresponding Appendix for the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> year of the contract (wage increases to be effective 7/1/23, 7/1/24, 7/1/25, 7/1/26).

The Superintendent at their discretion shall designate a Lead Worker when appropriate. An employee acting as the Lead Worker shall receive \$1.00 per hour when designated as the Lead Worker.

Classification of positions is outlined in Exhibit A.

## EXHIBIT A UAW POSITION CLASSIFICATIONS

Pay Schedule Effective July 1, 2022														
3.00%														
	A	B	C	D	E	F	G	H	I	J	K	L	M	
PRMW2	\$45,233.64	\$46,115.15	\$47,021.83	\$47,953.71	\$48,910.77	\$49,867.82	\$50,850.07	\$51,857.50	\$52,890.12	\$53,947.92	\$55,005.72	\$56,088.71	\$57,196.88	PRMW2
	\$21.75	\$22.17	\$22.61	\$23.05	\$23.51	\$23.97	\$24.45	\$24.93	\$25.43	\$25.94	\$26.45	\$26.97	\$27.50	
PRHORT	\$53,365.59	\$54,532.73	\$55,650.20	\$56,742.85	\$57,885.15	\$59,101.96	\$60,318.76	\$61,610.07	\$62,901.37	\$64,217.51	\$65,583.31	\$66,924.28	\$68,389.41	PRHORT
	\$25.66	\$26.22	\$26.75	\$27.28	\$27.83	\$28.41	\$29.00	\$29.62	\$30.24	\$30.87	\$31.53	\$32.18	\$32.88	



UAW Amalgamated Local No. 893

City of Marshalltown  
Park Shop Division of the Parks and  
Recreation Department

BY: Bruce Scheitlin  
Bruce Scheitlin  
Servicing Representative,  
Region 4 - UAW

BY: Joel Greer  
Joel Greer  
Mayor

BY: Jim Chance  
President Local 893, UAW

BY: Jessica Kinsey  
Jessica Kinser  
City Administrator

BY: Phil Bohl  
Phil Bohl  
Chief Steward

BY: Geoff Hubbard  
Geoff Hubbard  
Parks & Recreation Director

BY: Jill Petermeier  
Jill Petermeier  
Human Resource Director

ATTEST: Alicia Hunter  
Alicia Hunter  
City Clerk

