

City of Williamsburg  
210 West State Street  
PO Box 596  
Williamsburg, IA 52361

Regular Session  
April 26, 2004  
7:30 p.m.

Council Members Greiner, Kirkpatrick, Lortz, Phillips, and Wanner were present. Mayor Armstrong was absent.

Keelan Driscoll, 605 Chatham, discussed with the council the possibility of obtaining the alley adjoining his property to construct a garage. Because of the fire station moving and the uncertainty of the future of that property, the council decided they could not make a decision on abandoning the alley at this time.

The council discussed a petition received from Lake Shore Drive residents and a letter from Michael Hall requesting that Lake Shore be made a one-way street.

Jim Jacob, City Engineer, will follow up on the seeding on the 2003 Recreation Area Sidewalks project.

John Avery updated the council on the 2003 Wastewater Treatment Plant project.

1. Motion by Wanner and seconded by Greiner to approve the consent agenda:

- a) Minutes of the April 12, 2004 council meeting
- b) Bills as presented

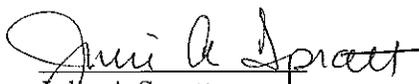
All Ayes. Motion carried.

2. Motion by Greiner and seconded by Lortz to set a public hearing at 8:15 p.m. on Monday, May 10, 2003 to rezone a portion of the SE ½ of Section 8 Township 79 Range 10W from AG Agricultural District to Residential RS8. All Ayes. Motion carried.

3. Motion by Phillips and seconded by Greiner to approve Resolution No. 11-04-04 - Southwind Pointe Second Addition Preliminary Plat. Roll call: Ayes; GW, TP, PL, MG, DK. Motion carried.

4. Motion by Phillips and seconded by Wanner to appoint John Lillis, Jean Wardenburg, and Don Eggerling to the Planning and Zoning Commission. All ayes. Motion carried.

5. Motion by Phillips and seconded by Greiner to set a public hearing at 7:45 p.m. on Monday, May 24, 2004 for voluntary annexation of .61 acres of the South Wind Pointe Subdivision. All ayes. Motion carried.
6. Motion by Wanner and seconded by Greiner to authorize Eric to submit an offer consistent with the offer of purchase in a letter dated April 13, 2004, including authorization of an additional \$600.00 for a total of \$28,600 for the proposed fire station site. All ayes. Motion carried.
7. Motion by Greiner and seconded by Wanner to set a public hearing on Monday, May 10, 2004 at 8:20 p.m. for the 2004 Fire Station Site Development project plans and specifications, proposed form of contract and unit costs and taking of bids. All ayes. Motion carried.
8. Motion by Phillips and seconded by Greiner to amend the budget to provide \$6000.00 towards the proposed sound system at the Recreation Center. All ayes. Motion carried.
9. Motion by Phillips and seconded by Wanner to purchase one microphone, at an estimated cost of \$235.00, for the recreation center system contingent that the system is installed. All ayes. Motion carried.
10. Motion by Phillips and seconded by Wanner authorizing City Attorney, Eric Tindal, to draw up a TIF rebate agreement between The City of Williamsburg and Tyrrell Companies. All ayes. Motion carried.
11. Motion by Phillips and seconded by Lortz to approve Resolution No. 12-04-04 – authorizing the Mayor to sign the union contract for fiscal year 2006. Roll call: Ayes; GW, TP, PL, MG, DK. Motion carried.
12. Motion by Wanner and seconded by Lortz to authorize Jim Jacob to prepare preliminary designs for option #3 Trunk sewer and lift station project. All ayes. Motion carried.
13. Motion by Wanner and seconded by Greiner to direct Loretta Hanson, Librarian, to work with REA to find a suitable replacement for Gary Ruegsegger. All ayes. Motion carried.
14. Motion by Phillips and seconded by Greiner to adjourn at 10:30 p.m. All ayes. Motion carried.

  
Julie A Spratt  
Office Assistant

  
Murray Armstrong, Mayor

ACCO	#0401245 CHLORINE	739.20
APEX OFFICE SUPPLY	REC CTR #1 997 19	8.00
	CITY HALL #1 331 64	8.00
	INS REIMB	46.10
	SUPPLIES	79.46
AVERY, JOHN	REC CTR SPRINKLER INSPEC	135.20
BARNES, DISTRIBUTION	2ND 1/2 APRIL 2004	3,125.00
BLACKHAWK SPRINKLERS INC	REC PENNANTS	1,192.00
COX SANITATION & RECYCLI	LIBRARY BOOKS	33.22
DAVE LONG PROTECTIVE PRO	5/04 PREMIUM	1,224.91
DAVIDSON TITLES INC	REC CTR	51.96
DELTA DENIAL PLAN OF IOW	FIRE STATION FLAG POLE R	65.00
DISH NETWORK	LIBRARY PERIODICALS	16.95
DRISCOLL WELDING	INS REIMB	42.80
EBSCO	INS REIMB	7.00
ECKENROD, TRACI	MADISON ST PRINCIPAL	40,000.00
FIRST AMERICAN WEALTH MA	MADISON ST INT & ADM.FEE	1,225.00
	LEAF VAC SUPPLIES	1,381.01
	NORTH ST DUST CONTROL	612.00
	LIBRARY	8.88
FUTURE LINE LLC	DUST CONTROL PERMIT	10.00
HEARTLAND COOP	AVERY WT2 CERTIFICATE	60.00
IOWA COMMUNICATIONS NETW	AQUATIC CTR FOOD LICENSE	50.00
IOWA COUNTY ENGINEER	MARCH 2004 LOCATES	34.20
IOWA DEPARTMENT OF NATUR	REC CTR #58820	123.19
IOWA DEPT OF INSPECTIONS	SPORTS COMP #58990	93.41
IOWA ONE CALL	SPORTS COMP #59014	44.90
IOWA PAPER & CHEMICAL	STREET SIGNS	43.75
	CMG MTG REIMB	93.42
IOWA PRISON INDUSTRIES	LIBRARY	428.13
KARSTEN, JENIFER	CITY HALL #30981	54.52
LANCASTER CONSULTING INC	#30982 CITY HALL	54.52
LAREYS	PLANNING & ZONING	552.50
	COUNCIL MTGS	622.50
NIDEY PETERSON ERDAHY &	DOG AT LARGE TICKET	30.00
	PARKS & REC	15.00
	FIRE STATION	15.00
	BURN BAN	22.50
	UNION MTG	60.00
	DOLLAR GENERAL EASEMENT	15.00
	MCDONALDS	15.00
PARSONS, JUSTIN	I LEA SCHOOL REIMB	75.04
PEPSIAMERICAS INC	#4053810004 REC CTR	201.00
PITNEY BOWES	POSTAGE METER QTRYL MAIN	270.00
QUILL CORP	HPLASER/SUPPLIES	556.99
UNIVERSITY OF CHICAGO VISA	LIBRARY BOOKS	159.67
USA BLUE BOOK	WWTP	79.07
WELLMARK	MAY 2004 PREMIUM	11,698.51
WESTRUM LEAK DETECTION I	2004 LEAT DETECTION SURV	1,100.00
WILLIAMSBURG LUMBER STOR	WWTP	14.00
WINEGARDEN, NICHOLE	INS REIMB	600.62

GRAND TOTALS

EXPENDED  
65,193.13

LIQUID

ACCRUAL

	EXPENDED	LIQUID	ACCRUAL
RECAP TOTALS			
FUND TOTALS			
001 GENERAL	10,384.24		
002 RECREATION	3,395.36		
003 LIBRARY	2,520.13		
110 ROAD USE TAX	3,048.80		
121 LOCAL OPTION TAX	192.00		
125 TAX INCREMENT FINANCING	15.00		
200 DEBT SERVICE	41,225.00		
600 WATER	3,065.96		
610 SEWER	1,346.64		
	65,193.13		

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

**RESOLUTION 11-04-04**

**Resolution approving preliminary plat.**

**WHEREAS**, the preliminary plat of Southwind Pointe Second Addition was presented to the Williamsburg Planning and Zoning Commission on Wednesday, April 21, 2004 for approval and;

**WHEREAS**, the Williamsburg Planning and Zoning Commission made a recommendation to the Williamsburg City Council to approve the Preliminary Plat of Southwind Pointe Second Addition;

**WHEREAS**, we, Don Kirkpatrick, Mayor Pro-tem, and Julie A. Spratt, Office Assistant of the City of Williamsburg, Iowa do hereby certify that the following Resolution was adopted (introduced by Wanner and seconded by Phillips, all ayes) by the City Council of the City of Williamsburg, Iowa at a meeting held on the 26<sup>th</sup> day of April 2004, five members of the council present;

**NOW THEREFORE**, Be It Resolved by the City Council of the City of Williamsburg, Iowa as follows;

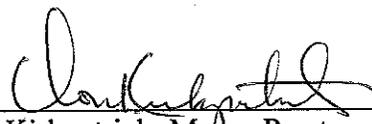
Section 1. The Preliminary Plat of Southwind Pointe Second Addition to the City of Williamsburg, Iowa as filed with the City Clerk, should be and the same is hereby approved and accepted and that the Mayor Pro-tem and the Office Assistant of said city be and they are hereby authorized and directed to certify the adoption of this Resolution as required by law.

Roll call vote: ayes; Wanner, Phillips, Lortz, Greiner, Kirkpatrick.

Section 2. All resolutions or parts of resolution in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved April 26, 2004.

  
Julie A. Spratt, Office Assistant  
City of Williamsburg, Iowa

  
Don Kirkpatrick, Mayor Pro-tem  
Cit of Williamsburg, Iowa

**Resolution 12-04@04**

AGREEMENT

BETWEEN

CITY OF WILLIAMSBURG, IOWA

AND

CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238, affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 2004 - June 30, 2005



I N D E X  
CITY OF WILLIAMSBURG

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## PREAMBLE

THIS AGREEMENT is executed by the City of Williamsburg, Iowa, hereinafter called "Employer", and Chauffeurs, Teamsters and Helpers Local Union 238, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union".

## ARTICLE 1 RECOGNITION

### Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Williamsburg, Iowa, in the following bargaining unit pursuant to Order of Certification in PERB Cases No. 2889 and 3051, to-wit:

**INCLUDED:** The Assistant Director of Public Works, the Sewer Plant Operator and full time Laborers.

**EXCLUDED:** Director of Public Works, part-time public service workers and all others excluded by the Act.

and the parties further agree that those employee classifications added to or deleted from the bargaining unit by the Board during the effective period of this Agreement, shall be subject to or not subject to the terms of this Agreement, as the case may be, as of the effective date of Board action.

## ARTICLE 2 DEFINITIONS

### Section 2.1

A part-time employee is a person who is hired for a period of less than forty (40) hours per week.

### Section 2.2

A temporary employee is one who is hired for a period of one hundred twenty (120) days, or less.

### Section 2.3

Temporary employees are not included within the bargaining unit. Part-time employees are not entitled to any of the benefits of this Agreement except as specifically stated and shall not become a regular employee unless first hired as a probationary employee and thereafter successfully completes one hundred twenty (120) days of service.

Section 2.4

Except where the context clearly indicated otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

Section 2.5

The word "Act" shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 2.6

The word "Board" shall mean the Iowa Public Employment Relations Board.

ARTICLE 3  
MANAGEMENT RIGHTS

Section 3.1

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- (a) the right to manage the Employer's operations and to direct the working force;
- (b) the right to hire employees;
- (c) the right to maintain order and efficiency;
- (d) the right to extend, maintain, curtail or terminate operations of the Employer;
- (e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- (f) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- (g) the right to create, modify and terminate departments, job classifications and job duties;
- (h) the right to transfer, promote and demote employees;

- (i) the right to discipline;
- (j) the right to suspend and discharge employees for proper cause;
- (k) the right to lay off;
- (l) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- (m) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of membership or non-membership in the Union.

### Section 3.2

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, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it 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.

## ARTICLE 4 UNION RIGHTS AND RESPONSIBILITIES

### Section 4.1

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Union, therefore, agrees to cooperate in the attainment of the following goals, to wit:

- (a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) that it will cooperate to combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- (c) that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union and the public.

#### Section 4.2

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination or favoritism by the Employer or the Union because of membership or of non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

#### Section 4.3

For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during working or non-working time with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

### ARTICLE 5 WORK STOPPAGE

#### Section 5.1

The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

#### Section 5.2

The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

#### Section 5.3

No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

#### Section 5.4

In the event of a violation of Section 3 of this Article or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work.

Section 5.5

In the event of a violation of any section above, the legal censures of the Act shall apply.

ARTICLE 6  
DUES CHECKOFF

Section 6.1

The Employer will make monthly deductions for dues, fees and assessments from the first two (2) paychecks each month from the wages of each employee covered by this Agreement if the employee provides the Employer with a written authorization therefor. The amount to be deducted shall be certified to the Employer in writing by the Secretary-Treasurer of the Union. The Employer will remit such money to the Secretary-Treasurer of the Union not later than fifteen (15) days after the money has been withheld.

Section 6.2

Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the Employer and to the Union and shall automatically be cancelled upon termination of employment.

Section 6.3

The Employer shall have no obligation to deduct or collect fees, assessments, or dues from a Union member whose net pay for a payroll period, after all other deductions, is insufficient to cover the total authorized deductions for that payroll period. The Union shall hold the Employer harmless against any claims or lawsuits instituted or any losses incurred because of the Employer's performance of its obligations under this Article.

Section 6.4

The Employer agrees to make deductions for Teamsters Credit Union, Local 238, in the amount the employee has requested to be deducted in writing.

## ARTICLE 7 SENIORITY

### Section 7.1

Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire.

### Section 7.2

The Employer shall post a complete seniority list of the employees covered by this Agreement on July 1. The list shall remain posted and the Employer shall give a copy of such seniority lists to the Union. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) calendar days.

### Section 7.3

If a part-time employee becomes a full time employee, seniority shall be established by crediting hours worked as a part-time employee towards the annual yearly average of 2080 hours. This seniority shall not apply toward benefits but solely to determine seniority between employees.

### Section 7.4

An employee shall lose seniority rights upon termination and shall lose seniority rights and be terminated upon lay-off for a period longer than twenty-four (24) months, failing to report to work within fourteen (14) days after written notice of recall is mailed by United States certified mail with return receipt requested to the employee's last known address, unless the notice of recall provides for a later specific date for returning to work, and absence from work for two (2) consecutive workdays without approval by the Employer.

## ARTICLE 8 PROCEDURE FOR STAFF REDUCTION

### Section 8.1

In the event the Employer determines that an employee must be laid off, the Employer shall consider qualifications, ability to perform, physical fitness and seniority, and if qualifications, ability to perform and physical fitness are equal between or among affected employees, seniority shall govern.

### Section 8.2

An employee to be laid off will be notified thereof in writing at least fourteen (14) calendar days prior to the effective date of the layoff.

Section 8.3

An employee who is laid off shall keep the Employer advised of the employee's current mailing address during layoff. If the Employer desires to recall an employee, such employee shall be recalled in the reverse order of layoff. Notice of recall shall be sent by United States certified mail with return receipt requested to the employee's latest advised address.

Section 8.4

An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed, unless the notice of recall provides for a later specific date of recall, in which case the employee shall report on said later effective date.

ARTICLE 9  
HOURS OF WORK

Section 9.1

This Article is intended to set forth the normal workday, the normal workweek and the normal work month, but shall not be construed as a guarantee of hours of work per day, per week or per month, or of days of work per month.

A. Public Service.

The normal workweek shall be five (5) consecutive days of eight (8) hours each day, or four (4) ten hour days when scheduled through the Director of Public Works. Shifts may be staggered when deemed necessary by the public works director.

B. Public Service.

To the extent possible, each employee shall receive a one (1) hour unpaid lunch period and two (2) fifteen (15) minute rest periods, one in the morning and one in the afternoon.

Section 9.2

It is understood and agreed that the determination of the daily and monthly work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and the employee shall be required to work at times scheduled by the Employer. The Employer shall give the Union five (5) days advance notice for any major change of work schedule.