

RESOLUTION NO. 066 (2024/2025)

A RESOLUTION APPROVING AGREEMENT BETWEEN CITY OF NEVADA AND PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL 2003 IUPAT FOR THE PERIOD OF JULY 1, 2024 TO JUNE 30, 2027 AND AUTHORIZING AND DIRECTING SIGNING OF THE SAME APPROVAL OF THE UNION CONTRACT

WHEREAS; the City of Nevada has negotiated with the Public Professional and Maintenance Employees Local 2003 IUPAT; and

WHEREAS, the employees of the Public Professional and Maintenance Employees Local 2003 IUPAT have ratified the agreement; and

WHEREAS, the City of Nevada is desirous of approving the Agreement for services during the period of July 1, 2024 to June 30, 2027.

NOW THEREFORE, BE IT RESOLVED; that the City Council of the City of Nevada, Iowa, hereby:

- Approves the Agreement between the City of Nevada and the Public Professional and Maintenance Employees Local 2003 IUPAT for a period of July 1, 2024 to June 30, 2027.
- Authorizes the Mayor and City Clerk to sign the Agreement on behalf of the City.

Passed and approved this 25th day of March, 2024.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 066 (2024/2025) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 066 (2024/2025) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 066 (2024/2025) at the regular Council Meeting of the City of Nevada, Iowa, held on the 25th day of March, 2024.

Kerin Wright, City Clerk

Mark Hubbard
International Union of Painters and Allied Trades, Local 2003
P.O. Box 1722
Fort Dodge, Iowa 50501
VIA HAND DELIVERY ONLY

*City of Nevada, Iowa's Last, Best and Final Offer
Presented on March 19, 2024, to Public Professional & Maintenance Employees
International Union of Painters and Allied Trades, Local 2003*

The City of Nevada proposes that, unless expressly identified herein, that the parties' new agreement effective July 1, 2024, would contain all language set forth in the parties' previous agreement effective July 1, 2021.

**I. CHANGES TO EXISTING CONTRACT LANGUAGE THAT
HAVE NOT BEEN TENTATIVELY AGREED UPON:**

M. Article 22.1—three (3) year contract, in effect until and including June 30, 2027.

G. Article 17—Increase wages for all covered employees as follows:

July 1, 2024—4%

July 1, 2025—3.5%

July 1, 2026—3.5%

L. Appendix Addendum, Section 6—Revise as follows: The Employer may hire a police officer who has obtained and is holding ILEA certification at any Step up to and including After 3 Years Step, provided that such an employee's seniority will be based on date of hire. **For non-police positions, the Employer, at its discretion, may hire an individual at any Step up to and including After 3 Years Step based upon years of experience, qualifications, certifications, comparativity of previous employer, and skill set, provided that such an employee's seniority will be based on date of hire.**

**II. CHANGES TO EXISTING CONTRACT LANGUAGE THAT
HAVE BEEN TENTATIVE AGREED UPON, PENDING FULL AGREEMENT:**

A. Article 9, Section 1(A) (Hours of Work)—Revise as follows:

Section 1. The following hours as posted shall set forth the normal workday, workweek and work schedule but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule.

A. The normal work schedule for a police officer shall commence on a date set by the Employer and shall consist of two separate rotations per shift that repeat twice in a 28 day period with at least one officer assigned to each rotation. The first shift rotation shall consist of three (3) days on duty followed by two (2) days off duty, then five (5) days on duty followed by four (4) days off duty. The second shift rotation shall consist of two (2) days off duty followed by three (3) days on duty, then four (4) days off duty followed by five (5) days on duty. This cycle of twenty-eight (28) days will then be repeated, with adjustments as necessary by the Employer to ensure that police officers are rotated through the weekend and weekday shifts. The workday shall consist of ten (10) hours during which the police officer will be given a one-half (1/2) hour paid lunch break, if possible. Police officers shall not be scheduled for more than 12 hours in any 24-hour period. The police officer working the primary day shift shall be EMT certified. Shifts shall be as follows:

- A. 7:00 a.m. to 5:00 p.m.
- B. ~~5:00 p.m. to 3:00 a.m.~~ 4:00 p.m. to 2:00 a.m.
- C. 10:00 p.m. to 8:00 a.m.

F. Article 13(A) Sick Leave, *New Section 11. An employee may not work voluntary overtime within the same twenty-four (24) hours as they use sick leave.*

H. Article 19, Section E(1)—Revise as follows: “Any *full-time* certified police officer *covered by this agreement* who remains employed by the City for eight (8) continuous years *in a certified law enforcement position* shall be eligible for a one-time lump-sum bonus in the amount of Eight Thousand Dollars (\$8,000.00) to be paid via normal payroll. This provision does not guarantee employment of any certified police officer for any amount of time, but provides incentive for those certified police officers that do not voluntarily leave employment with the City or who are terminated by the City in accordance with its policies.

- 5. Change FTO pay to an hour of overtime a day when training
Article 19(C)—FTO Pay—Police officers that are assigned in writing to act in the capacity of Field Training Officer will receive an additional *one dollar (\$1.00) two dollars (\$2.00)* per hour above their current wage for actual hours worked in FTO capacity.

J. Wage Matrix—separate category for Water and Wastewater, per spreadsheet handed out

Increase Part-time custodian to \$15.00/hour starting pay

- 1. Article 10 – Overtime

Article 19, Section B, New Subsection 2 (Shift Differential)

Section 2. A Public Works employee scheduled to work or called in to work on Saturday or Sunday will receive a shift differential as follows for each hour worked:

Saturday—\$1.00

Sunday—\$1.00

3. Article 12 – Vacation

Section 1:

40 hours banked upon hire, which can be used within the first year however accrual doesn't begin until after Year 2

After Year 1—40 hours

After Year 2—80 hours

After Year 7—120 hours

After Year 13—160 hours

After Year 20—200 hours

Strike Section 2—~~No vacation will be used during the first year of employment until the employee has completed the entire year of service. Thereafter, vacation will be accrued on a bi-weekly basis for twenty six pay periods, but cannot be used until the employee has worked the entire anniversary year.~~

5. Appendix #2—If an employee is moved to a higher salary classification during the year, the employee will be placed on the step within the new classification which will provide the employee with at least a 10.75 cent hourly increase in wages.

1	2	3	4	5	6	7	8	9	10	11	12
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Salary Ranges - Bargaining Unit Employees

Fiscal Year 2024/2025

EFFECTIVE July 1, 2024

104.0%

Custodian PT	\$15.00	\$15.55	\$16.05	\$16.55	\$17.05	\$17.55	\$18.05	\$18.55	\$19.05	\$19.55	\$20.05	\$20.55
Custodian, Laborer	\$20.20	\$20.82	\$21.42	\$22.04	\$22.65	\$23.27	\$23.88	\$24.49	\$25.10	\$25.71	\$26.34	\$26.94
Streets Equipment Operator I	\$21.63	\$22.28	\$22.94	\$23.60	\$24.26	\$24.91	\$25.56	\$26.23	\$26.88	\$27.53	\$28.19	\$28.85
WTR/WWT Operator 1	\$22.28	\$22.94	\$23.60	\$24.26	\$24.91	\$25.56	\$26.23	\$26.88	\$27.53	\$28.19	\$28.85	\$29.51
Equipment Operator II	\$22.88	\$23.57	\$24.27	\$24.95	\$25.65	\$26.35	\$27.04	\$27.73	\$28.42	\$29.12	\$29.81	\$30.50
WTR/WWT Operator II	\$23.57	\$24.27	\$24.95	\$25.65	\$26.35	\$27.04	\$27.73	\$28.42	\$29.12	\$29.81	\$30.50	\$31.19
Equipment Operator III/Cemetery Sexton/Building & Grounds Coord	\$25.58	\$26.36	\$27.14	\$27.91	\$28.68	\$29.46	\$30.23	\$31.02	\$31.79	\$32.57	\$33.34	\$34.12
WTR/WWT Operator III	\$26.36	\$27.14	\$27.91	\$28.68	\$29.46	\$30.23	\$31.02	\$31.79	\$32.57	\$33.34	\$34.12	\$34.90
Police Officer	\$27.05	\$27.86	\$28.67	\$29.47	\$30.29	\$31.09	\$31.91	\$32.71	\$33.52	\$34.33	\$35.14	\$35.95
Detective, Sr Pol Off	\$28.42	\$29.27	\$30.13	\$30.99	\$31.83	\$32.69	\$33.55	\$34.40	\$35.26	\$36.12	\$36.96	\$37.82
Corporal	\$31.11	\$32.05	\$32.99	\$33.92	\$34.85	\$35.80	\$36.72	\$37.67	\$38.60	\$39.53	\$40.48	\$41.41

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EFFECTIVE JULY 1, 2025

103.5%

Custodian PT	\$15.53	\$16.09	\$16.61	\$17.13	\$17.65	\$18.16	\$18.68	\$19.20	\$19.72	\$20.23	\$20.75	\$21.27
Custodian, Laborer	\$20.91	\$21.55	\$22.17	\$22.81	\$23.44	\$24.09	\$24.72	\$25.35	\$25.98	\$26.61	\$27.26	\$27.88
Equipment Operator I	\$22.39	\$23.06	\$23.74	\$24.43	\$25.11	\$25.78	\$26.46	\$27.15	\$27.82	\$28.49	\$29.18	\$29.86
WTR/WWT Operator I	\$23.06	\$23.74	\$24.43	\$25.11	\$25.78	\$26.46	\$27.15	\$27.82	\$28.49	\$29.18	\$29.86	\$30.55
Equipment Operator II	\$23.68	\$24.40	\$25.12	\$25.83	\$26.55	\$27.27	\$27.99	\$28.70	\$29.42	\$30.14	\$30.85	\$31.57
WTR/WWT Operator II	\$24.40	\$25.12	\$25.83	\$26.55	\$27.27	\$27.99	\$28.70	\$29.42	\$30.14	\$30.85	\$31.57	\$32.29
Equipment Operator III/Cemetery Sexton/Building & Grounds Coord	\$26.48	\$27.28	\$28.09	\$28.89	\$29.69	\$30.49	\$31.29	\$32.10	\$32.90	\$33.71	\$34.51	\$35.32
WTR/WWT Operator III	\$27.28	\$28.09	\$28.89	\$29.69	\$30.49	\$31.29	\$32.10	\$32.90	\$33.71	\$34.51	\$35.32	\$36.13
Police Officer	\$28.00	\$28.83	\$29.67	\$30.51	\$31.35	\$32.18	\$33.02	\$33.85	\$34.70	\$35.53	\$36.37	\$37.20
Detective, Sr Pol Off	\$29.41	\$30.30	\$31.18	\$32.07	\$32.95	\$33.83	\$34.72	\$35.61	\$36.49	\$37.38	\$38.26	\$39.14
Corporal	\$32.20	\$33.17	\$34.14	\$35.10	\$36.07	\$37.05	\$38.01	\$38.99	\$39.95	\$40.92	\$41.89	\$42.85

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EFFECTIVE JULY 1, 2026

103.5%

Custodian PT	\$16.07	\$16.66	\$17.19	\$17.73	\$18.26	\$18.80	\$19.34	\$19.87	\$20.41	\$20.94	\$21.48	\$22.01
Custodian, Laborer	\$21.64	\$22.30	\$22.95	\$23.61	\$24.26	\$24.93	\$25.58	\$26.24	\$26.89	\$27.54	\$28.21	\$28.86
Equipment Operator I	\$23.17	\$23.87	\$24.57	\$25.28	\$25.98	\$26.68	\$27.38	\$28.10	\$28.80	\$29.49	\$30.20	\$30.91
WTR/WWT Operator I	\$23.87	\$24.57	\$25.28	\$25.98	\$26.68	\$27.38	\$28.10	\$28.80	\$29.49	\$30.20	\$30.91	\$31.62
Equipment Operator II	\$24.51	\$25.25	\$26.00	\$26.73	\$27.48	\$28.22	\$28.97	\$29.70	\$30.45	\$31.20	\$31.93	\$32.68
WTR/WWT Operator II	\$25.25	\$26.00	\$26.73	\$27.48	\$28.22	\$28.97	\$29.70	\$30.45	\$31.20	\$31.93	\$32.68	\$33.42
Equipment Operator III/Cemetery Sexton/Building & Grounds Coord	\$27.40	\$28.23	\$29.07	\$29.90	\$30.72	\$31.56	\$32.39	\$33.23	\$34.05	\$34.89	\$35.71	\$36.55
WTR/WWT Operator III	\$28.23	\$29.07	\$29.90	\$30.72	\$31.56	\$32.39	\$33.23	\$34.05	\$34.89	\$35.71	\$36.55	\$37.40
Police Officer	\$28.98	\$29.84	\$30.71	\$31.57	\$32.45	\$33.31	\$34.18	\$35.04	\$35.91	\$36.77	\$37.65	\$38.51
Detective, Sr Pol Off	\$30.44	\$31.36	\$32.27	\$33.19	\$34.10	\$35.02	\$35.94	\$36.85	\$37.77	\$38.69	\$39.60	\$40.51
Corporal	\$33.33	\$34.33	\$35.34	\$36.33	\$37.34	\$38.35	\$39.34	\$40.35	\$41.35	\$42.35	\$43.36	\$44.35

AGREEMENT

BETWEEN

CITY OF NEVADA

AND

PUBLIC PROFESSIONAL AND

MAINTENANCE EMPLOYEES

LOCAL 2003 IUPAT

JULY 1, 2024

to

JUNE 30, 2024

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of Nevada, Iowa, hereinafter referred to as "Employer", and the Public, Professional and Maintenance Employees, Local 2003, IUPAT AFL-CIO hereinafter referred to as "Union".

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5886 dated November 17, 1998, as amended by PERB Cases No. 5938 and No. 6203, to-wit:

INCLUDED: All full-time and part-time City employees in the following classifications: Mechanic/Equipment Operator III; Laborer/Equipment Operator; Equipment Operator II, III; Water Operator; Laborer/Meter Reader; Waste Water Operator; Waste Water Laborer; Maintenance Coordinator; Laborer/Equipment Operator; Custodian; Custodian Part-Time; Cemetery Sexton; Police Officer.

EXCLUDED: City Administrator; Public Safety Director; Police Chief; Police Sergeant; Parks and Recreation Director; Assistant Parks and Recreation Director; City Clerk; Deputy City Clerk; All Zoning Department, Fire Department, Library, and Administrative Personnel; Street Department Supervisor; Waste Water Treatment Plant Supervisor; Water Department Supervisor and all others excluded by Section 4 of the Act.

and the parties further agree that those employees added to or deleted from to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification.

ARTICLE 2 - DEFINITIONS

Section 1. ACT means the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 2. PERB is the Iowa Public Employment Relations Board.

Section 3. BARGAINING UNIT is the bargaining unit recognized by the Employer and defined in Article I, Recognition, Section 1 thereof.

Section 4. A REGULAR EMPLOYEE is an employee, other than a temporary employee or a part-time employee, who is regularly scheduled to work forty (40) hours or more per week, and who has completed the probationary period.

Section 5. PROBATIONARY PERIOD

a. POLICE OFFICER. With regard to a police officer if the employee has successfully completed training at the Iowa Law Enforcement Academy or another training facility certified by the Director of the Iowa Law Enforcement Academy before the initial appointment as a police officer, the probationary period shall be for a period of nine months and shall commence with the date of initial appointment as a police officer. If the employee has not successfully completed training at the Iowa Law Enforcement Academy or another training facility certified by the Director of the Iowa Law Enforcement Academy before initial appointment, the probationary period shall commence with the date of initial employment as a police officer and shall continue for a period of nine months following the date of successful completion of training at the Iowa Law Enforcement Academy or another training facility certified by the Director of the Iowa Law Enforcement Academy. This probationary period for a police officer is in addition to any other probationary period the employee must serve in other classifications, even if the employee has completed a different probationary period for the Employer.

b. All Other Employees. A probationary employee is an employee who has not successfully completed six (6) months of continuous service.

c. Probationary employees shall accrue all paid time off allowed pursuant to this Agreement, but, absent approval from the Police Chief, shall not use such accrued time until after expiration of their training period. This shall include the use of any compensatory time.

Section 6. A PROMOTIONAL PROBATIONARY PERIOD is a period of six (6) months continuous service, which period shall be utilized for closely observing the promoted employee's work and for ensuring the effective adjustment of the promoted employee in the new position. A promoted employee whose performance during the probationary period is unsatisfactory to the Employer may be returned to the position previously held without loss of seniority. At least two (2) weeks prior to the expiration of the probationary period, the Employer shall make the final determination and shall give written notice thereof to the employee.

Section 7. Any probationary employee in either Section 5 or Section 6, who held a different position within the bargaining unit prior to that probationary period may be returned to the position previously held without loss of seniority if the performance of the employees is not satisfactory to the Employer during the probationary period.

Section 8. PART-TIME EMPLOYEE is any person employed by the Employer on a continuing part-time basis who works twenty (20) hours per week or more, but less than forty (40) hours per week.

Section 9. A TEMPORARY EMPLOYEE is any person employed by the Employer for a period of four (4) months or less.

Section 10. CHIEF shall mean the Chief of Police of Nevada and the designee of the Chief.

Section 11. The word "employee" when used in this Agreement, except where the context clearly indicates otherwise, shall be limited to mean "regular" employee.

ARTICLE 3 - UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes its responsibilities as the sole and 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. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following, 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 actively 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 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 by the Employer or the Union because of membership or 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 3. For purposes of investigating a pending grievance, and for purposes of contract negotiations, a duly authorized representative of the Union shall have access to the

Employer's premises 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. A Union steward will be allowed a reasonable amount of time off with pay to handle a grievance and to negotiate the contract.

ARTICLE 4 - WORK STOPPAGE

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 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, 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 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, 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 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 letters, bulletins, telegrams and public announcements, and to calling employee meetings to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of a section above, all legal censures of the Act shall apply.

ARTICLE 5 - DUES CHECK OFF

Removed

ARTICLE 6 - SENIORITY

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire and becomes applicable immediately following completion of the probationary period.

Section 2. The Employer shall post complete seniority lists of the employees covered by this Agreement on July 1. This list shall remain posted and the Employer shall give a copy of such seniority lists to the Union. At any time that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union. Any protest as to the correctness of this list must be made in writing to the Employer.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged, fails to report to work after notice of recall within the time limit set out in this Agreement; is laid off for a period exceeding twelve (12) months; is absent from work for two (2) consecutive workdays without notice to and approval by the Employer, unless evidence satisfactorily to the Employer clearly provides that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled workday following completion of a leave of absence; engages in other work for pay while on unpaid leave of absence without the written approval of the Employer; or gives a false reason for obtaining leave of absence.

Section 4. Any vacancy which is to be filled, other than certified police officers in the police department, shall be posted for a period of five working days. Included with this notice shall be a copy of the job description with the minimum qualifications needed to fill the job. When more than one current employee meets the qualifications for the job the most senior employee shall be granted the position on a probationary basis. No position shall be filled by a new hire unless there is no qualified applicant among the current employees.

Section 5. If a vacancy occurs in the police department, it is understood that the department has the discretion to try and hire an officer who is certified by the Iowa Law Enforcement Academy. If the department does not fill the vacancy with a certified officer, any current employee who meets the same minimum qualifications for taking the tests as an outside applicant shall be allowed to take the tests. Based on the results of the tests the Police Chief retains the discretion to hire the person whom the Chief believes is the best candidate for the position.

ARTICLE 7 - PROCEDURE FOR STAFF REDUCTION

Section 1. In the event that the Employer determines that an employee is to be laid off, the Employer agrees to notify the Union as far in advance as possible so that the parties may discuss alternatives.

Section 2. In the event the Employer determines that an employee must be laid off, the Employer shall consider qualifications and seniority, and if qualifications are equal between or among affected employees, seniority shall govern. A temporary, part-time or probationary employee performing duties within the department from which the employee has been or is to be laid off, is to be laid off first, in that order. No temporary, part-time or probationary employee shall have any right of recall.

Section 3. The Employer agrees, insofar as is possible, to give at least fourteen (14) calendar days' notice to an employee who is to be laid off except where the staff reduction is caused by events beyond the control of the Employer.

Section 4. An employee will be returned to work in the reverse order in which that employee was laid off. No new employee will be hired for a job until an employee laid off has failed to comply with a notice of recall, or unless the period of lay off has exceeded twelve (12) months.

Section 5. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail, return receipt requested to the employee's latest advised address.

Section 6. 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 specific later effective date of recall, in which case the employee shall report on said later effective date.

ARTICLE 8 - JOB CLASSIFICATION AND ASSIGNMENT

Section 1. If an employee is requested by a supervisor to work in a higher rated job classification for a period exceeding ninety-six (96) hours within the contract year, the employee shall receive the lowest rate of pay of the higher rated job classification the employee is requested to work in that is more than the employee's current hourly rate of pay effective on the ninety-seventh (97th) hour that the employee so works, and shall be returned to the regular rate of pay upon completion of the temporary assignment.

ARTICLE 9 - HOURS OF WORK

Section 1. The following hours as posted shall set forth the normal workday, workweek and work schedule but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule.

A. The normal work schedule for a police officer shall commence on a date set by the Employer and shall consist of two separate rotations per shift that repeat twice in a 28 day period with at least one officer assigned to each rotation. The first shift rotation shall consist of three (3) days on duty followed by two (2) days off duty, then five (5) days on duty followed by four (4) days off duty. The second shift rotation shall consist of two (2) days off duty followed by three (3) days on duty, then four (4) days off duty followed by five (5) days on duty. This cycle of twenty-eight (28) days will then be repeated, with adjustments as necessary by the Employer to ensure that police officers are rotated through the weekend and weekday shifts. The workday shall consist of ten (10) hours during which the police officer will be given a one-half (1/2) hour paid lunch break, if possible. Police officers shall not be scheduled for more than 12 hours in any 24-hour period. The police officer working the primary day shift shall be EMT certified. Shifts shall be as follows:

- A. 7:00 a.m. to 5:00 p.m.
- B. ~~5:00 p.m. to 3:00 a.m.~~ 4:00 p.m. to 2:00 a.m.
- C. 10:00 p.m. to 8:00 a.m.

If the Employer assigns a seventh (7th) police officer to patrol, the Employer shall have the flexibility to assign that employee to an alternate schedule as needed. For scheduling purposes, the workday is defined as 8:00 a.m. to the following day of 8:00 a.m. Probationary Officers are exempt from the schedule until placed on solo patrol. Pregnant Officers on light duty are exempt

from the schedule until their return to normal duties. Officers on workman's comp are exempt from the schedule until their return to normal duties. Schedule changes based on officers calling in sick, or any exigent situation, will not be considered a violation of the union contract should these changes be made with less than 14 days notification. Personnel in special assignments that are assigned a patrol shift to backfill schedule openings due to short staffing on patrol, court time, special circumstances or needs of the department shall work the entire 10-hour patrol shift at a regular rate of pay. Should an emergency incident/natural or man-made disaster occur that would require a heightened presence in the community for an extended period of time, this Agreement does not eliminate the potential of mandating 12 or 16 hour shifts to meet the needs of the incident and follow-up investigation.

It is understood that not every shift is used each day. Shift bid shall take place once every six (6) months, effective the first cycle in July and the first cycle in January. For the July 1 – December 31 cycle, the Police Chief or their designee shall post a schedule no later than May 1. Bidding shall be done by seniority and shall be completed by May 15th of each year. The Chief or their designee shall post the complete schedule for that period no later than June 1. For the January – June 30 cycle, the Police Chief or their designee shall post a schedule no later than November 1. Bidding shall be done by seniority and shall be completed by November 15. The Chief or their designee shall post the complete schedule for that period no later than December 1. In the event of a vacancy or opening, the Chief or their designee will fill the vacant shifts as needed until the next regularly scheduled shift bid; however the Chief or their designee shall try to keep officers as close to their bidded shifts as possible. Shift change requests will be given consideration by the Chief or their designee and will not be unreasonably denied; however the Chief or their

designee will have the final decision. It is understood the School Resource Officer and Detective are work assignments that are exempt from the shift bidding.

The employer agrees to post all shift changes 14 days in advance of any scheduled shift. Police officers agree to submit any time off requests at least 21 days in advance of any requested leave. All requests not submitted within this timeframe, except for sick leave and family emergencies, shall be denied. Absent an emergency situation, probation officers who are attending ILEA and/or are participating in field training are not eligible to request Time Off, unless otherwise approved by the Police Chief.

B. The normal work schedule for an employee of the Water Department shall be Monday through Friday from 7:30 a.m. to 4:00 p.m. The employee shall be given a one-half hour unpaid lunch period.

C. The normal work schedule for an employee of the Waste Water Treatment Department shall be Monday through Friday from 7:30 a.m. to 4:00 p.m. The employee shall be given a one-half hour unpaid lunch period.

D. The normal work schedule for an employee of the Street Department shall be Monday through Friday from 7:30 a.m. to 4:00 p.m. The employee shall be given a one-half hour unpaid lunch period.

E. The normal work schedule for an employee of the cemetery shall be Monday through Friday from 7:30 a.m. to 4:00 p.m. The employee shall be given a one-half hour unpaid lunch period.

F. The normal work schedule for an employee of the Parks and Recreation Department shall be Monday through Friday from 7:30 a.m. to 4:00 p.m. with a one-half hour unpaid lunch period.

G. The normal work schedule for an employee of Gates Hall shall be established by scheduling needs, determined by employer.

Section 2. It is understood and agreed that the 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 as scheduled by the Employer. The Employer shall give the Union as much advance notice as possible of any major change in work schedules.

Section 3. To the extent reasonably possible, each employee shall receive a fifteen (15) minute break during the first half of the work day and a fifteen (15) minute break during the second half of the work day. To the extent reasonably possible, a lunch period will be used during the middle of the employee's work day. An employee may not forego a lunch period in order to leave work before the end of the normal work day.

Section 4. The 28-day work cycle for police officers shall be based on the work schedule then in effect and shall begin at the time of the first shift change on the first day of the work cycle and shall end at the time of the shift change on the first day of the next work cycle. A work week for all other employees shall commence at 12:00 P.M. on Sunday and shall end at 12:00 P.M. on the following Sunday.

Section 5. In non-emergency situations, the Employer and Employee agree that text-messages are an acceptable form of communication. In emergency situations, phone calls are required as a means of communication.

ARTICLE 10 - OVERTIME

A. Overtime

Section 1. For a police officer, overtime shall be defined as any time properly authorized or approved by the Employer in excess of the police officer's normal work cycle as shown under Article 9. Report time shall not be considered as hours worked for determining overtime under this Agreement. An employee shall be required to work such overtime as the Employer requires.

Section 2. For employees other than police officers, overtime shall be defined as any time properly authorized or approved by the Employer in excess of the employee's normal forty (40) hour work week. An employee shall be required to work such overtime as the Employer requires.

Section 3. No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Section 4. Overtime shall not be used to punish or reward employees.

Section 5. In determining whether an employee is entitled to overtime, only hours actually worked shall be counted. All paid time off is counted as hours actually worked except for compensatory time off.

Section 6. Overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay, as set out in Appendix A.

B. Call-Back Time

Section 1. An employee who is called back to work by the Employer shall receive a minimum of two (2) hours pay. The minimum number of hours does not apply when an employee is

called back to work within two (2) hours of the employee's regular starting time, or is required to stay over for less than two (2) hours beyond the employee's regular quitting time.

C. Court Time

Section 1. An employee required to appear for Court during off duty hours shall be paid for actual time spent, with a minimum of two (2) hours pay, unless the Court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event, the employee is paid for actual time spent. The employee shall turn over to the Employer witness fees collected by the employee when received.

Section 2. Court time must be authorized or approved by the Department Head and is only payable when the employee is required to attend by the Employer.

Section 3. For any notice of cancellation by phone or voicemail within two (2) hours or less of the scheduled court appearance, the officer shall receive the full two (2) hour court time pay. Any notice of cancellation by phone or voicemail in advance of two (2) hours, the officer shall not be entitled to court time pay.

D. Compensatory Time

Section 1. An employee may choose compensatory time off in lieu of payment for overtime under the following conditions.

Section 2. An employee desiring compensatory time off rather than payment shall so notify the Employer prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made.

Section 3. The Employer shall keep a record of the compensatory time which an employee has earned or used and the employee may request to see such record at any reasonable time.

Section 4. Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have been paid. If an employee is entitled to an hour of pay at the regular straight time rate but chooses compensatory time, the employee will be credited with one (1) hour of such time. If an employee is entitled to an hour of pay at the overtime rate, but chooses compensatory time, the employee will be credited with one and one-half (1-1/2) hours of such time.

Section 5. Compensatory time off will be granted at the time selected by the employee, so long as it does not conflict with the operation of the Employer.

Section 6. An employee may accrue a maximum of eighty (80) hours of compensatory time off during the period of July 1 through December 31 of the contract year, and a maximum of eighty (80) hours of compensatory time off during the period January 1 through June 30 of the contract year. Any compensatory time off accumulated prior to December 1 of the contract year shall be paid on the second paycheck in December provided that the employee may elect to carry over not to exceed forty (40) hours of compensatory time. Any compensatory time off accumulated prior to June 1 of the contract year shall be paid on the second paycheck in June provided that the employee may elect to carry over not to exceed sixty (60) hours of compensatory time. Any compensatory time which the employee elects to have carried over to the next six month period will count toward the maximum which may be accrued during that six month period. It is the policy of the Employer to require the compensatory time off be used as soon as is reasonably possible after it has accrued.

ARTICLE 11 – HOLIDAYS

Section 1. The following eleven (11) days are designated as holidays, to-wit:

1.	New Year's Day	January 1
2.	Martin Luther King Day	3 rd Monday in January
3.	President's Day	3 rd Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	1 st Monday in September
7.	Veteran's Day	November 11
8.	Thanksgiving Day	4 th Thursday in November
9.	Day After Thanksgiving	Day After Thanksgiving
10.	Christmas Eve Day	December 24
11.	Christmas Day	December 25

For police officers, the above-listed holidays (a total of 90 hours) shall all be considered Floating Holidays to be accrued at the beginning of each calendar year. New police officers shall receive prorated Floating Holidays hours based upon their date of hire. These Floating Holidays are to be scheduled and used as all other paid time off hours.

Section 2.

a. For non-shift employees, if a holiday falls on Saturday, the preceding Friday shall be observed as the holiday and if a holiday falls on Sunday, the following Monday shall be observed as the holiday.

b. For shift employees, the actual holiday shall be observed as the holiday. For purposes of this Article, a holiday shall commence with the first scheduled shift for the day on which the holiday is to be observed and shall continue until the same time the next day. At the present time, the scheduled shift would begin at 11:00 P.M. on the day before the holiday.

Section 3. In order to be eligible for receiving holiday pay, an employee unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. An employee who is on lay-off, or who is discharged, or who is under suspension is not eligible for holiday pay.

Section 4. If a police officer is scheduled to work a holiday, and works it, the police officer shall be compensated at the rate of one and one-half (1-1/2) times the police officer's regular rate of pay.

Section 5. If an employee is not scheduled to work a holiday but is called to work the employee shall be compensated at the rate of one and one-half (1 1/2) times the hours worked on the holiday.

Section 6. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday, and not as a day of vacation.

Section 7. Police officer's floating holiday requests are calculated based on their hours scheduled to work during their normal work cycle as shown in Article 9.

ARTICLE 12 – VACATIONS

Section 1. An employee shall earn paid vacation after continuous active service pursuant to the following schedule:

Upon hire, employee will have a bank of 40 hours, which can be used within the first year, however accrual will not begin until after Year 2. Thereafter,

<u>Upon Completion of:</u>	<u>Vacation Earned:</u>
One (1) year	40 hours
Two (2) years	80 hours
Three (3) years	80 hours
Four (4) years	88 hours
Five (5) years	96 hours
Six (6) years	104 hours

Seven (7) years	120 hours
Eight (8) years	120 hours
Nine (9) years	120 hours
Ten (10) years	120 hours
Eleven (11) years	128 hours
Twelve (12) years	136 hours
Thirteen (13) years	160 hours
Twenty Fourteen (2014) years	200 152 hours
Fifteen (15) years	160 hours
Twenty-five (25) years	200 hours

Section 2. ~~No vacation will be used during the first year of employment until the employee has completed the entire year of service. Thereafter, vacation will be accrued on a bi-weekly basis for twenty-six (26) pay periods, but cannot be used until the employee has worked the entire anniversary year.~~

Section 3. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. Accordingly:

a. A vacation earned must be taken by the employee prior to the employee's next anniversary date. Up to forty (40) hours of vacation may be carried over to the next anniversary year with the written approval of the City Administrator.

b. Upon termination of employment for whatever reason, an employee, or the employee's estate, shall receive a lump sum payment for any vacation accrued or earned and not previously taken, at the employee's last regular rate of pay, provided that the employee has completed one (1) year of service.

c. No employee shall be entitled to vacation pay in lieu of vacation.

Section 4. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer, provided that the final right to allot vacation periods is reserved exclusively to the City Administrator.

a. An employee's request for paid time off shall be controlled by seniority within each department provided that the selection is made by January 1 for the next twelve (12) calendar months scheduling. The seniority selection shall commence by November 1 for the following calendar year. Seniority selection shall only apply to one (1) choice totaling no more than eight (8) consecutive work days of vacation.

b. After January 1, vacation time off will be granted on a first come, first served basis. If two requests are turned in at the same time, the most senior employee will be given the time off.

Section 5. Vacation can be taken in increments of one (1) hour, or more. No more than one (1) employee, including a supervisory employee, in a department, may take vacation time off at the same time, without the consent of the City Administrator; provided that no more than two (2) employees in the street department, including a supervisory employee, may take vacation time off at the same time, without the consent of the City Administrator.

Section 6. The employee shall request vacation leave from the Department Head at least twenty-one (21) days in advance unless such notification period is waived or shortened by the City Administrator.

Section 7. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday, and not as a day of vacation.

Section 8.

a. If an employee becomes hospitalized during vacation, the time the employee spends as a bed patient in the hospital is not considered part of vacation if the employee has unused sick leave available. The employee must provide the Employer a copy of the hospital record showing the employee's status as inpatient in order to ensure that the vacation record is changed.

b. If an employee becomes ill while on vacation but is not hospitalized, or for any period of recuperation immediately following hospitalization while on vacation, the employee may, upon request and upon approval from the City Administrator change the time off for illness from vacation to sick leave if the employee has sick leave available.

Section 9. Police officer's vacation requests are calculated based on their hours scheduled to work during their normal work cycle as shown in Article 9.

ARTICLE 13 - LEAVES OF ABSENCE

A. Sick Leave

Section 1. Sick leave may be used for personal illness and injury subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer who should be covered by Worker's Compensation. Sick leave will accrue but may not be used until an employee has successfully completed ninety (90) days of employment.

Section 2.

a. An employee shall accrue eight (8) hours of sick leave per month to a maximum accumulation of 1600 hours.

b. An employee may use up to forty (40) hours of sick leave per contract year for the purpose of attending to the serious illness of an immediate family member. In addition, an employee may use up to twenty-four (24) hours of sick leave per contract year for the birth or adoption of an employee's child. Neither the hours used nor the number of occurrences taken pursuant to this subsection will be subject to the provisions of Section 3 which follows.

Section 3. The City Administrator shall receive a doctor's certificate from any employee who has both: (a) three or more occurrences (of sick leave) during a contract year, and

also, (b) used 40 or more hours of sick leave in a contract year. An employee shall also provide the aforementioned doctor's certificate for each additional absence due to illness or injury during the remainder of the contract year. If an employee is absent for three or more continuous days, the employee may be required to provide the doctor's certification. A medical appointment to review a condition which resulted in an employee's being charged with a sick leave occurrence shall not constitute an additional occurrence.

Section 4. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible, but in any event, not later than one (1) hour prior to the starting time of the employee's workday, unless the employee is unable to notify the Employer because of an emergency.

Section 5. No employee is entitled to compensation for unused sick leave time and termination of service shall terminate any and all obligation of the Employer in connection with the unused sick leave time, except that an employee who retires and applies for retirement benefits under the provision of IPERS or a similar retirement program approved by the Employer may have up to a maximum of \$1,500.00 paid to the employee. Upon death of an employee, up to a maximum of \$1,500.00 will be paid to the estate of the employee. In either case, the payment due will be calculated by multiplying the employee's current rate of pay times the number of hours of accrued sick leave. That amount will be paid provided it does not exceed \$1,500.00.

Section 6. Sick leave shall be taken in increments of at least one (1) hour at a time. An employee on sick leave shall receive the employee's regular rate of pay as set out in the Appendix.

Section 7. An employee may elect in writing to use available sick leave in any period during which an employee is receiving worker compensation benefits for an on-the-job injury incurred while working for the Employer. The Employer shall pay to such employee the amount by

which such weekly worker compensation is exceeded by the amount which the employee would have received as regular gross wages for the same period. The gross excess amount paid to the employee will be divided by the employee's regular hourly rate of pay and that many hours of sick leave will be deducted. No overtime or other pay will be used in determining the employee's regular gross wages. Normal withholding will be withheld from the gross amount paid by the Employer. Neither the hours used nor the number of occurrences taken pursuant to this subsection will be subject to the provisions of Section 3 above.

Section 8.

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 (10) 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 thirty (30) days after the Employer's written request to the employee to 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 the employee's 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 the 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.

g. 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 at the time the sick leave was utilized 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 9. Employee includes probationary employees.

Section 10. Employees may be eligible for Family and Medical Leave Act (FMLA) leave in accordance with federal law.

Section 11. An employee may not work voluntary overtime within the same twenty-four (24) hours as they use sick leave.

B. Funeral Leave.

Section 1. An employee will be granted not to exceed five (5) days of paid leave in order to arrange and attend the funeral of the employee's spouse or child, including adopted child or stepchild.

Section 2. An employee will be granted not to exceed three (3) days of paid leave in order to arrange and attend the funeral of a parent, grandparent, grandchild, sister, brother, mother-in-law, father-in-law, half-brother or sister, or step-brother or sister of the employee. Any such leave shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the day of the funeral.

Section 3. An employee will be granted not to exceed one (1) day of paid leave in order to attend the funeral of a grandparent, aunt, uncle, brother or sister-in-law of the spouse of the employee.

Section 4. An employee will be granted one-half (1/2) day with pay in order to attend the funeral of a fellow city employee or former city employee.

Section 5. Employee includes probationary employee.

C. Jury Duty

Section 1. An employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall turn over to the Employer jury service fees.

Section 2. An employee who is summoned for jury duty but who is not selected, shall return to work; an employee who is selected for jury duty shall return to work if released from jury duty within the employee's scheduled work hours.

Section 3. If an employee is subject to call for jury duty, the employee shall promptly notify the Department Head.

Section 4. Employee includes probationary employee.

D. Military Leave

Section 1. The Employer shall grant a leave of absence for military service in compliance with Section 29A.28, Code of Iowa, as the same may be amended from time to time.

E. Leave of Absence Without Pay

Section 1. A general leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been requested by an employee and which has been approved by the Employer in writing. The employee will be given a copy of the authorization. Upon termination of such leave of absence, the employee shall return to work in the same step or capacity as when the employee left.

Section 2. In the event an employee fails to return to work at the end of any leave of absence without pay, the employee shall be deemed to have voluntarily resigned on the last day of such leave, unless such failure to return to work is excused by the Employer.

Section 3. In the event an employee becomes gainfully employed without the Employer's written consent, while on leave of absence, the employee shall be considered to have voluntarily resigned.

Section 4. During a leave of absence without pay, the employee:

a. must pay group hospital premiums falling due during any month the employee is not on the payroll, unless the Employer is required to pay such premium under the provisions of the Family Medical Leave Act.

b. must pay premiums for coverage under any group life insurance plan;

c. shall not receive any other job benefits or allowances;

d. shall not acquire additional seniority;

e. shall not earn or be entitled to holiday leave, vacation leave, sick leave or any other paid leave.

f. shall not be entitled to have the Employer make any payment for a retirement program.

The Employer may make an exception in writing to any of the above conditions (a-f) for leaves not exceeding thirty (30) days.

Section 5. Police officer's leave requests are calculated based on their hours scheduled to work during their normal work cycle as shown in Article 9.

F. Light Duty—Pregnancy

Upon written recommendation from their treating physician, pregnant police officers shall be entitled to assignment of light duty work after the first 20 weeks of pregnancy.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application or violation of any of the express terms and provisions of this Agreement.

Section 2. An employee who has a grievance may raise the issue informally with the employee's Department Head. If the issue is not settled the employee shall proceed as follows:

Step I. An employee who has a grievance shall notify the employee's Department Head in writing within ten (10) calendar days after the occurrence of the event giving rise to the grievance. The Department Head shall investigate the grievance and shall respond in writing to the employee within a period of seven (7) calendar days. The failure of the Department Head to respond in

writing within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step II. If the grievance is not settled in Step I, the employee may present the grievance in writing to the City Administrator within seven (7) calendar days after the response of the Department Head was due. The grievance shall be signed by the employee and shall state specifically the facts of the alleged violation and the provisions of the Agreement that are in dispute, together with a statement from the employee specifying what relief or remedy is desired. The City Administrator shall investigate the grievance and issue a decision in writing within a period of seven (7) calendar days. The failure of the City Administrator to issue a decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step III. If the grievance is not settled in Step II, the Union may appeal to arbitration. The Union shall within fourteen (14) calendar days from the date that the City Administrator's answer was due, request arbitration by written notice submitted to the City Administrator, and signed by the Union. When a timely request has been made for arbitration, a representative of the Employer and the Union shall attempt to select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, the Union may request the Public Employment Relations Board to submit a list of five (5) grievance arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 3. The Union may also process the grievance on its own following the same time table of this article. Whenever an individual employee has a grievance as set out above, the

employee is entitled to be represented by the Union if the employee so chooses, at any Step of the proceedings and must be represented by the Union in Step III.

Section 4. The failure of an employee, or the Union, to appeal a grievance to the next step within the applicable times specified above, shall bar an employee and the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 5. The failure by the Employer to reply within the applicable times as specified above, shall be deemed a denial of the grievance which may then be appealed by the employee or the Union to the next step.

Section 6. Time limits referred to above may be waived or extended at any time by mutual agreement between the Employer and the aggrieved employee and the Union, in writing.

Section 7. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within thirty (30) calendar days, unless an extension of time is granted by the parties. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee, and the Union. Any decision rendered shall not be retroactive, beyond the date on which the alleged grievance occurred.

Section 8. The Employer and the Union shall share equally any joint cost of the arbitration procedure, such as the fees and expenses of the arbitrator, the court reporter, if one is

desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

ARTICLE 15 - INSURANCE

A. Health Insurance

Section 1. The City agrees to pay the following amounts towards the premiums for group health insurance for each eligible regular full-time employee:

- For the \$1,000 deductible PPO plan:
95% employer paid for single
85% employer paid for employee/spouse or employee/children
80% employer paid for family
- For the \$1,000 deductible HMO or HDHP plan:
100% employer paid for single
90% employer paid for employee/spouse or employee/children
85% employer paid for family

Section 2. The insurance programs offered under the group health insurance shall be subject to the terms and conditions of the respective policies. The final decision as to the insurance carrier shall be made by the Employer. The medical insurance benefits provided under the policies shall be comparable to but need not be identical to present insurance policies.

Section 3. Omitted

Section 4. Omitted

Section 5. The Employer shall establish an insurance committee of five (5) people, including the Union steward. The committee shall meet periodically to evaluate insurance and consider options for cost savings while protecting coverage. Any proposed changes to the insurance coverage shall be voted on by all of the City's employees, with the majority of votes to

determine the recommended change. Such recommendation shall be presented to the Council Budget Committee for final approval.

B. Life Insurance

Section 1. The Employer shall maintain a group term life insurance policy for each employee in the face amount of Ten Thousand Dollars (\$10,000.00) at no cost to the employee.

Section 2. Coverage of an employee shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

C. Dental Insurance

The City agrees to cover 100% of dental coverage for single, employee/spouse, employee/children and family coverage. The final decision as to the insurance carrier shall be made by the Employer. The dental insurance benefits provided under this policy shall be comparable to but not be identical to present dental insurance policies. In the event the cost of Health Insurance increases by 10% or more in any given year, the City's may reduce its dental insurance coverage percentages, provided it meets with the insurance committee to evaluate overall insurance needs and costs.

D. Vision Insurance

The City agrees to cover 100% of vision coverage for single, employee/spouse, employee/children and family coverage. The final decision as to the insurance carrier shall be made by the Employer. The vision insurance benefits provided under this policy shall be comparable to but not be identical to present vision insurance policies. In the event the cost of Health Insurance increases by 10% or more in any given year, the City's may reduce its vision insurance coverage percentages, provided it meets with the insurance committee to evaluate overall insurance needs and costs.

ARTICLE 16 - HEALTH AND SAFETY

Section 1. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety.

Section 2. The Employer shall be responsible for providing safety or protective clothing and equipment, which the Employer requires the employee to wear or to use.

Section 3. Safety or protective clothing and equipment furnished by the Employer shall be used properly and, upon the Employer's request, the employee shall return to the Employer such clothing and equipment at such time as the employment is terminated.

Section 4.

a. For other than police officers, the Employer will provide each employee with the clean uniforms that the Employer requires the employee to wear.

b. The Employer will provide each police officer with the uniforms that the Employer requires the officer to wear.

Section 5. If a watch is required to be worn on duty, it shall be repaired or replaced at a reasonable price not to exceed Fifty Dollars (\$50.00) in the event of destruction or damage incurred in the performance of duty. If glasses are required to be worn on duty, they shall be repaired or replaced at a reasonable price in the event of destruction or damage incurred in the performance of duty. No other personal property will be repaired or replaced unless the Employer has required specifically in writing, that such item to be worn or carried, in which case the item shall be repaired or replaced at a reasonable price.

Section 6. For other than a police officer, the first pair of steel-toed safety shoes will be paid for by the Employer, at a cost not to exceed One Hundred Thirty Dollars (\$130.00). Thereafter, the Employer shall pay One Hundred Fifty Dollars (\$150.00) per contract year for

replacing an employee's steel-toed safety shoes. Such amounts cannot be accumulated from year to year.

ARTICLE 17 - WAGES

Section 1. The regular rate of pay for each classification of employee is set out in Appendix A and the Individual Employee Rates of Pay for Year 1 (July 1, 202~~41~~) of the contract is set out in Appendix B, each of which is attached hereto and by this reference made a part hereof. As reflected in the Appendices, the effective wage increases for this Agreement are as follows:

July 1, 202~~41~~—~~Implement the attached Wage Scale and Employee Proposed Rates of Pay.~~
~~No additional percentage increase is implemented in this year.~~4%

July 1, 202~~52~~—~~3.51.00%~~

July 1, 202~~63~~—~~3.51.00%~~

Section 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine at reasonable times the time sheets and other records pertaining to the computation of the pay of that employee.

Section 3. A pay period will be (2) weeks. Wage checks will be issued on Friday following the end of a payroll period, unless Friday is a holiday, in which case the salary check will be issued on the last working day of that week.

ARTICLE 18 - PART-TIME EMPLOYEE BENEFITS

Section 1. A part-time employee is subject to the requirements of this Agreement and is entitled only to the benefits of this Agreement as specifically set out in this article.

Section 2. A part-time employee shall be paid in accordance with the wage schedule set

out in the Appendices. An employee will start at the beginning step of the employee wage classification and the wage will be increased from time to time in accordance with the Employer's Wage Schedule if the employee has worked for the required number of hours.

Section 3. A part-time employee will receive jury duty pay and military leave pay only if the employee is scheduled to work on the days the leave is applicable and only for the hours the employee was scheduled to work. The Employer reserves the right to establish the employee's working hours so as to exclude times when the part-time employee is scheduled for required jury duty or military leave.

Section 4. A part-time employee will earn vacation leave as follows. A part-time employee will earn vacation leave pro-rata based on the employee's hours of work during the preceding year compared to a normal 2080 hours. The amount of paid leave to be received shall be reviewed and revised on the employee's anniversary date of hire each year thereafter based on the hours worked during the preceding twelve (12) months (or lesser period if the employee has not worked a full twelve (12) months) compared to 2080 hours. All hours worked by a part-time employee will be credited to the employee for purposes of determining how much vacation pay a part-time employee will earn.

Section 5. A part-time employee will receive four (4) hours of holiday pay for each holiday occurring during the initial year of employment up to July 1, and four (4) hours of sick leave benefit for each month worked up to July 1. A part-time employee will then receive holiday pay, and sick leave benefits, pro-rata based on the average hours worked by the employee per week from the date of hire to the first July 1, compared to the number of hours a regular employee would have been scheduled to work. Each year thereafter a part-time employee will receive holiday pay, and sick leave benefits, pro-rata based on the total number of hours worked during the preceding

contract year compared to 2080 hours. If a part-time employee is required to work on a holiday, the employee will receive compensation at the rate of time and one-half the employee's regular rate of hourly pay, plus whatever holiday pay the employee was entitled to receive.

Section 6. The hours of work of a part-time employee will be scheduled by the Employer to best meet the needs of the Employer. Overtime shall be paid when a part-time employee works more than forty (40) hours during a work week unless the part-time employee is working as a police officer in which case overtime shall be paid when the part-time police officer works more than 144 hours during a work cycle.

Section 7. A part-time employee will not receive any flex benefit nor any life insurance benefit or coverage.

Section 8. A record of all hours of work performed by a part-time employee will be maintained by the Employer and all hours of work will be credited to the employee if hired as a full-time employee both for completing the probationary period and for determining seniority and other benefits under this contract, provided that the part-time employee is continuously employed with the Employer up to the time that the part-time employee is hired as a full-time employee. The credit referred to above will not be applicable to a part-time employee who becomes a police officer for purposes of satisfying a police officer's probationary period or for police officer's seniority, but will be applicable to other benefits. However, any hours worked by a part-time employee as a part-time police officer will be applicable to probation, seniority and other benefits.

Section 9. A part-time employee who works less than an average of twenty (20) hours per week is not entitled to any of the benefits of this Agreement.

Section 10. A part-time sworn police officer will receive a shift differential payment of .10¢ per hour for each hour actually worked between 3:00 p.m. and 11:00 p.m. and a shift

differential payment of .15¢ per hour for each hour actually worked between 11:00 p.m. and 7:00 a.m. This shift differential will not apply to overtime hours worked when connected with an employees regular shift.

ARTICLE 19 - SUPPLEMENTAL PAY

A. Longevity

Section 1. Longevity shall be paid to an employee who was eligible for and receiving longevity pay as of July 1, 1986. The amount paid to such an employee is frozen at the level an employee qualified for July 1, 1986. No other employee is eligible to receive longevity pay. Longevity pay for an eligible employee, as set out above, will be paid in a lump sum to be distributed with the last pay check of November if the employee is still employed by the Employer at that time.

B. Shift Differential

Section 1. A sworn police officer scheduled to work on Shift B will receive a shift differential as follows for each hour worked:

July 1, 2021-June 30, 2022—Shift A \$0.00; Shift B \$0.30; Shift C \$0.55

July 1, 2022-June 30, 2023—Shift A \$0.00; Shift B \$0.35; Shift C \$0.60

July 1, 2023-June 30, 2024—Shift A \$0.00; Shift B \$0.40; Shift C \$0.65

This shift differential will not apply to overtime hours worked when connected with an employee's regular shift.

Section 2. A Public Works employee scheduled to work or called in to work on Saturday or Sunday will receive a shift differential as follows for each hour worked:

Saturday—\$1.00

Sunday—\$1.00

C. Field Training Officer (FTO) Pay

Section 1. Police officers that are assigned in writing to act in the capacity of Field Training Officer will receive an additional ~~two~~ one dollars (\$~~21~~.00) per hour above their current wage for actual hours worked in FTO capacity. The Police Chief or their designee shall have the sole authority to designate and assign Field Training Officers.

D. On Call Compensation for Water and Waste Water Employees

Section 1. Water and Waste Water Employees shall receive on call compensation of seven dollars and fifty cents (\$7.50) per day for each day they are on call.

E. Police Officer Bonus.

Section 1. Any full-time certified police officer covered by this agreement who remains employed by the City for eight (8) continuous years in a certified law enforcement position shall be eligible for a one-time lump-sum bonus in the amount of Eight Thousand Dollars (\$8,000.00) to be paid via normal payroll. This provision does not guarantee employment of any certified police officer for any amount of time, but provides incentive for those certified police officers that do not voluntarily leave employment with the City or who are terminated by the City in accordance with its policies.

ARTICLE 20 - GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer 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 matter not referred to or covered in this Agreement, even though such subject 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.

Section 4. There shall be established a Labor Management Committee to function during the term of this Agreement to consider current problems and potential problems in the administration of this Agreement. The Committee shall consist of three members of the bargaining unit appointed by the Union, together with the duly appointed Union Representative, when that person can attend, and three Department Heads appointed by the City Administrator, and the City Administrator who shall serve as the Chair. The Committee shall meet once each calendar quarter on the call of the Chair. Any two members of the Committee may request an additional meeting by notifying the Chair of their request and the Chair shall call the meeting. The Committee's authority shall be limited to developing possible solutions to problems, and to making suggestions and recommendations for implementing the administration of the Agreement. The Committee shall have no authority to bargain on any issue, to amend or modify the Agreement, or to hear or

determine any grievance. No recommendation or suggestion of the Committee, nor the failure to recommend or make a suggestion shall be a grievable matter.

ARTICLE 21 – MANAGEMENT RIGHTS

The following rights are reserved exclusively by the City, as management of the City, except to the extent they are limited by this Agreement; the direction and scheduling of the working forces, including the right to hire, transfer, promote, suspend, discipline, demote or discharge for proper cause; the right to make rules and regulations; the right to relieve employees from duty because of lack of work or other legitimate reasons; the determination of the size of the working force and assignment of work; set the working hours and require overtime if necessary; to enforce the standards of work, including the right to introduce new or improved work methods. The above rights of management are not inclusive. The above rights are not intended to be used as a means of discriminating against any individual employee.

ARTICLE 22 - EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, 202~~41~~, and shall continue through June 30, 202~~7~~4.

Section 2. A party seeking a continuance of the contract shall cause a written notice to be served on the other party by September 15th of the year prior to the time when a continuance is desired, and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the contract is requested for the fiscal year beginning July 1, 202~~7~~4, notice must be given prior to September 15, 202~~6~~3, and negotiations will commence after the notice is received. Failure to serve notice will cause the Agreement to continue from year to year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates set out below.

CITY OF NEVADA

PUBLIC PROFESSIONAL AND MAINTENANCE
EMPLOYEES, LOCAL NO. 2003, IUPAT,
AFL-CIO

By: _____
MAYOR

By: _____
BUSINESS REPRESENTATIVE

Date: _____, 2024~~1~~

Date: _____, 2024~~1~~

ATTEST: _____
City Clerk

By: _____

Date: _____, 2024~~1~~

By: _____

Date: _____, 2024~~1~~

APPENDIX
Addendum

1. Each employee on the wage schedule shall progress one column on the wage schedule if available on July 1st of the relevant year.
2. If an employee is moved to a higher salary classification during the year, the employee will be placed on the step within the new classification which will provide the employee with at least a ~~.75~~ cent hourly increase in wages.
3. If an employee is moved to a lower salary classification during the year, the employee will be placed on the step within the new classification which will result in at least a .10 cent hourly decrease in wages for the employee.
4. Police officer hourly rate is paid for 2080 even though an officer works more hours. If we were absolutely clear we would multiply the hourly rate in the proposed scale by 2080 and then divide by 2102 to get actual hourly rate.
5. An employee who accepts a written assignment by the City Administrator to serve in a temporary supervisory capacity shall be paid the amount of \$1.00 an hour above the employee's wages as set out above for all hours actually worked in the supervisory capacity.
6. The Employer may hire a police officer who has obtained and is holding ILEA certification at any Step up to and including the After ~~32~~ Years Step, provided that such an employee's seniority will be based on date of hire. For non-police positions, the Employer, at its discretion, may hire an individual at any Step up to and including After 3 Years Step based upon years of experience, qualifications, certifications, comparativity of previous employer, and skill set, provided that such an employee's seniority will be based on date of hire.
7. An Equipment Operator II who completes three years in the Base – 5 Year Step after July 1, 2006, shall move to the Equipment Operator III classification in accordance with Paragraph 3 of this Addendum if the employee can safely operate all of the equipment required to be operated by an Equipment Operator II and an Equipment Operator III. An Equipment Operator II currently in the Base – 5 Year Step who meets the above qualification may be transferred to an Equipment Operator III by the City Administrator at any time during the term of this contract based on the employee's safe operation of the equipment.