ORANGE CITY / AFSCME (MIXED) 07- 11

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PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT

BETWEEN THE

**AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO
ELECTRIC/LIGHT DEPARTMENT, STREET DEPARTMENT,
POLICE DEPARTMENT AND WATER & SEWER DEPARTMENT**

AND THE

CITY OF ORANGE CITY

2007 - 2011

1006

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ARTICLE I
AGREEMENT

Section 1 Definitions

A. Employer: As used in this Agreement, the term "Employer" shall mean the City of Orange City, Iowa.

B. Union: As used in this Agreement, the term "Union" shall mean the American Federation of State, County and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO, and its appropriate affiliated local.

C. Full-time Employee: As used in this Agreement, a "full-time employee" is one who is scheduled to work forty (40) hours per week or more year round.

D. Part-time Employee: As used in this Agreement, a "part-time employee" is one who is scheduled to work less than forty (40) hours per week year round.

E. Temporary Employee: As used in this Agreement, a "temporary employee" is one hired for one hundred eighty (180) consecutive calendar days, or less, per calendar year.

F. Probationary Employee: As used in this Agreement, a "probationary employee" is a regular full-time or regular part-time employee who has not yet completed his/her probationary period. The probationary period consists of one hundred eighty (180) consecutive days of service to the City of Orange City. The initial probationary period may be extended for up to one hundred eighty (180) consecutive days of service if the probationary employee's performance has not been satisfactory as determined by the Employer or if the Employer has been unable to evaluate the probationary employee's performance of specific duties. For police employees, the probationary period shall begin on the date following the probationary employee's completion of the Iowa Law Enforcement Academy. Prior to extending the probationary period, the Employer will provide at least two (2) weeks written notice to the employee.

ARTICLE II
RECOGNITION & UNION SECURITY

Section 1 Dues Deduction

A. Deduction Authorized

Upon receipt of a voluntary written individual order therefor from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union, PEOPLE contributions and fees for Union insurance programs.

B. Effective Date

Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the Employer. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

C. Remitting of Dues

The Employer shall within ten (10) days following the end of each month remit the amounts hereof showing the names of employees to AFSCME/Iowa Council 61.

D. Indemnification

The Union shall indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

E. Application to Prior Authorizations

No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.

F. Payment Problems

The Employer shall check off only certified monthly dues for the payroll period involved. If the pay of the employee is insufficient to permit such check-off, such dues shall not be deducted from the current pay period. In such event, it shall be the Union's responsibility to collect these dues from the employee.

If the Employer deducts dues pursuant to the provisions of this Agreement and the Employer has made a duplicate payment to the Union directly, it shall be the responsibility of the employee to collect such duplicate payment from the Union.

G. Termination of Dues

Such orders shall be terminable with written notice to the Employer and the Union either between June 15th and June 30th of the last year of the contract or within a two-week period following the anniversary date of the Employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

H. Dues Adjustment

This Local shall be allowed to independently adjust their dues structures to meet local needs.

I. Fair Share

Upon enactment of Fair Share legislation, the Employer agrees to comply with said Fair Share legislation immediately.

Section 2 Bulletin Boards

The Union shall be allowed to utilize space on existing bulletin boards customarily used for the posting of information to the employees of the City of Orange City.

No political campaign literature or material detrimental to the Employer or the Union shall be posted. This provision shall not apply to bulletin boards customarily used for the posting of notices to citizens of the City of Orange City.

ARTICLE III
GRIEVANCE PROCEDURE

Section 1 Definition

A grievance shall be a written complaint alleging a violation involving the application and interpretation of the provisions of this Agreement.

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor (on forms furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved employee shall have the right to a Union Representative appointed by the Union at all steps of the Grievance Procedure.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization.

All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

Section 2 Grievance Steps

Step 1

Within seven (7) calendar days of receipt of the written grievance from the employee or their Union Representative, the Department Head will meet with the appropriate Union Representative at a mutually agreed upon location, time and date (with or without the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance form by the Department Head and returned to the employee and his/her Union Representative within seven (7) calendar days from the date of the meeting with the Department Head.

Step 2

If dissatisfied with the Department Head's answer in Step 1, to be considered further, the grievance must be appealed by either regular U.S. mail or hand-delivered to the City Administrator, within seven (7) calendar days from receipt of the answer in Step 1. The City Administrator will meet at a mutually agreed upon location, time and date with the appropriate Union Representative (with or without the aggrieved employee) to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the City Administrator will be placed on the grievance form and returned to the grievant and his/her Union Representative within seven (7) calendar days from the date of the meeting with the City Administrator.

Step 3

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration within thirty (30) calendar days from the date of the postmark of the answer in Step 2, or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Step 2 answer of the City Administrator without prejudice or precedent in the resolution of future grievances. The issue as stated in Step 2 shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing.

For the purpose of selecting an impartial arbitrator, the parties will meet upon request and if unable to agree on an impartial arbitrator, the Union shall request the Iowa Public Employment Relations Board to submit a five (5) member panel of arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, then either party may request, once per party, a different panel of arbitrators from the Public Employment Relations Board.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The arbitrator shall only have authority to determine the compliance with the provisions of this

Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

Section 3 Time Limits

Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure will be considered as having been denied and shall be automatically appealed to the next step.

In order to be considered timely, a hearing regarding grievance which is appealed to arbitration must be scheduled no later than 60 days from the date the grievance was appealed to arbitration. If an arbitration hearing is not scheduled within the above mentioned 60 days, the grievance will be considered denied.

Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 4 Retroactivity

Settlement of a grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than one (1) month prior to the date of initiation of the written grievance in Step 1.

Section 5 Exclusive Procedure

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

ARTICLE IV
SENIORITY

Section 1 Definitions

Seniority means an employee's length of continuous service with the Employer since his/her last date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a regular position.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 2 Seniority Lists

The Employer shall prepare and post on existing bulletin boards seniority lists as defined in this Article. The lists shall be updated annually and contain each employee's name, job classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting.

Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

Section 3 Loss of Seniority

An employee shall lose seniority with the Employer for all purposes if any of the following occur:

A. The employee resigns, retires, or dies.

B. The employee is discharged for just cause.

C. The employee has been laid off and then fails to respond within a period of fourteen (14) calendar days after being recalled by certified letter sent to the last known address as shown on the records of the Employer.

D. The employee fails to return within thirty (30) calendar days after being recalled by the Employer.

However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of one (1) year. Any period of absence of more than one (1) year shall represent a break in continuous service.

ARTICLE V
LAYOFF PROCEDURE

Section 1 Application of Layoff

The Union recognizes the right of the Employer to lay off or to reduce the hours of employment in accordance with the procedures set forth in this Article.

Section 2 General Layoff Procedures

When a layoff or hours reduction occurs, the following general rules shall apply:

A. Layoff shall be by classification.

B. All employees who are probationary or temporary shall be laid off before any full-time or part-time employees are laid off.

C. If the reduction in staff cannot be accomplished by laying off employees as provided in Section 2 B, employees shall be laid off with employees being laid off in order of seniority with the least senior employee being laid off first.

D. Each employee affected by a reduction in force shall be notified in writing of layoff at least twenty (20) working days prior to the effective date of the layoff.

Section 3 Bumping Procedures

Bumping of a less senior bargaining unit employee shall be allowed as follows:

The Classification of Journeyman Lineman may bump an Electric Line Maintenance Worker II, an Electric Line Maintenance Worker I, a Water and Waste Water Operator, a Mechanic or a Street Crewman, who has less seniority. In order to bump a Water and Waste Water Operator the bumping employee must possesses the license required to perform the work for the position of a Water Operator or Waste Water Operator.

The Classification of Electric Line Maintenance Worker II may bump an Electric Line Maintenance Worker I, a Water and Waste Water Operator, a Mechanic or a Street Crewman, who has less seniority. In order to bump a Water and Waste Water Operator the bumping employee must possesses the license required to perform the work for the position of a Water Operator or Waste Water Operator.

The Classification of Electric Line Maintenance Worker I may bump a Water and Waste Water Operator, a Mechanic or a Street Crewman, who has less seniority. In order to bump a Water and Waste Water Operator the bumping employee must possesses the license required to perform the work for the position of a Water Operator or Waste Water Operator.

The Classification of Water and Waste Water Operator may bump an Electric Line Maintenance Worker I, a Mechanic or a Street Crewman, who has less seniority.

The Classification of Mechanic may bump a Street Crewman, who has less seniority.

The Classification of Street Crewman has no bumping rights.

The Classification of Police Officer has no bumping rights and no other classification may bump a Police Officer.

The Classification of Gas Worker has no bumping rights and no other classification may bump a Gas Worker.

Section 4 Recall Procedures

Any employee laid off shall be offered a position in the classification from which they were laid off before a new employee may be hired for such position by the Employer. Laid off employees shall be recalled in inverse order of the layoff. The Employer shall maintain a list of employees who were laid off.

The Employer shall notify the laid off employee of the recall by certified mail to his/her last known address. Within fourteen (14) calendar days after receipt of recall notice, the employee shall inform the Employer of his/her intent to return to work or not. Within thirty (30) calendar days after mailing of the recall notice, the employee shall report to work. Failure to return to work within thirty (30) calendar days after mailing of recall notice shall cancel an employee's recall rights.

Employees are responsible for supplying the Employer with their current address.

Recall rights shall be limited to one (1) year from the effective date of layoff.

ARTICLE VI
TRANSFERS

Section 1 Eligibility

A "transfer" is defined as a movement of an employee from one department to another on a permanent basis.

Section 2 Transfers Within Departments

On July 1st of each year, all shifts within the Police Department shall be re-bid based on seniority, as described above. This shall be done to allow employees to bid on to another shift, at the employee's discretion.

Section 3 Voluntary Transfer Procedures

If the City decides to fill a vacancy, the City may advertise for applicants from outside the bargaining unit, may post the vacancy and seek applicants from within the bargaining unit, or may do both. If the City advertises and fills the position from outside the bargaining unit, then this procedure will not apply. If the City seeks applicants both from within the unit and from outside the unit or seeks applicants only from within the unit, then the City may select any applicant. Transfers from within the bargaining unit will be made on the basis of qualifications, evaluations and ability to perform the work.

Section 4 Notification of Opening

The City agrees to notify all bargaining unit employees of any job openings in the bargaining unit.

ARTICLE VII
HOURS OF WORK

Section 1 Work Day

A. Police Department Employees

The normal workday for Police Department employees shall be eight (8) or nine (9) hours depending on the employee's work schedule and shall include a paid lunch period.

B. The normal workday for all other employees shall be eight (8) hours, exclusive of the unpaid lunch period.

Section 2 Work Period

A. Police Department Employees

The regular work period for Police Department employees will be a period of twenty-eight (28) days beginning at 8:00 A.M. and ending at 7:59 A.M. twenty-eight (28) consecutive days thereafter. Part-time and reserve police department employees will work the number of hours designated by the Chief of Police.

B. The regular work period for all other employees will be one hundred sixty-eight (168) consecutive hours beginning at 12:00 A.M. midnight on Sunday and ending at 11:59 P.M. on the following Saturday. Part-time employees will work the number of hours designated by their Department Head.

Section 3 Work Schedules

The present work schedule for all employees covered by this Agreement shall remain as in effect on July 1, 1992. Summer and winter work schedules shall continue to be utilized as they have in

past years, except that winter hours may be changed to 7:30 a.m. to 4:30 p.m. if the Union requests the change and if the Union agrees that there will be no rest period granted to employees in the second half of the shift. The Employer shall provide seven (7) calendar days written notice to the Union and the affected employees prior to making permanent changes in work schedules. Temporary work schedule changes shall not be made for the purpose of avoiding overtime.

Employees shall be allowed to switch shifts with another employee, as long as the both employees mutually agree, no overtime is created and the employees' Department Head approves. Employees shall be allowed to switch standby with another employee.

Section 4 Meal Periods

Police Officers will be granted a one-half (½) hour meal period with pay which will be scheduled at the approximate middle of the shift. All other employees shall be granted a one (1) hour meal period without pay which will be scheduled at the approximate middle of the shift.

Employees shall also receive a one-half (½) hour meal period with pay for each four (4) hours worked beyond their regularly scheduled shift.

Section 5 Rest Periods

All employees will be granted a fifteen (15) minute rest period during each one-half (½) shift. The scheduling of the time of the rest period and the selection of the location of the rest period will be subject to the discretion of the Department Head.

Employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period.

Employees shall also receive a fifteen (15) minute rest period for each four (4) hours worked beyond their regularly scheduled shift.

Section 6 Standby Pay

The Employer will specifically designate those employees in writing who are to be in standby status. An employee who is in standby status shall be immediately accessible by cell phone. The Employer agrees to provide employees on standby with a cell phone which the Employee can carry. The Employer and the Union shall mutually establish reasonable reporting procedures for the implementation of this Section. Effective July 1, 2007, an employee in standby status shall receive $1.05 per hour for each hour, or $132.00 per week, in said status. Effective July 1, 2009, an employee in standby status shall receive $1.10 per hour for each hour, or $139.00 per week, in said status. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes.

Regardless of the number of hours actually spent in standby status, employees will be paid for a total of 126 hours for each full standby rotation that they perform. Employees will be paid for

their standby hours on the pay date which immediately follows the last date of their standby rotation.

Section 7 Call-Back Time

The Employer agrees that employees called back for duty or called in on the employee's day off will be guaranteed a minimum of two (2) hours at one and one-half (1½) times the employee's regular hourly rate, to be paid in cash. This section shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original two (2) hour period, except that employees who are called back to work in excess of two (2) hours will be paid for actual time worked.

Section 8 Working Out of Classification Pay

If an employee is qualified and does work out of his classification or department, then the employee shall be paid time and one-half (1½) at the rate of $16.47 per hour effective July 1, 2007, for all work performed outside the employee's regular hours of work. The hourly rate specified in this section shall be increased as follows: $17.05 effective July 1, 2008; $17.60 effective July 1, 2009; and $18.17 effective July 1, 2010.

Section 9 Court Appearance Pay

Police Officers who are required by the Employer to appear in any Court or administrative proceedings during non-working hours as a result of the performance of their duties shall be paid for actual hours spent in court or for a minimum of two (2) hours, whichever is greater, at one and one-half (1½) times the regular hourly rate, to be paid in cash.

Section 10 Volunteer Service

The City agrees to continue its current practice regarding volunteer services provided by employees during their regular hours of employment.

ARTICLE VIII
WAGES AND SUPPLEMENTAL PAY

Section 1 Salary Schedule for Employees

The salary schedule for each classification of employee is set out in Schedule A which is attached to and made part of this Agreement. Employees will be paid only for hours actually worked unless otherwise provided in this Agreement. The pay rates which are set out In Appendix A, Section 3 will take effect on the first day of the first pay period which begins immediately prior to July 1 of the appropriate year.

Section 2 Pay Period

The pay period for all employees will be a by-weekly period which will begin at 12:00 midnight on Sunday and end at 11:59 P.M. on Saturday fourteen (14) consecutive days thereafter.

Section 3 Paydays

Employees shall be paid every other week within five (5) calendar days after the end of the pay period.

Section 4 Longevity

The Employer agrees to pay all employees a longevity payment on his/her anniversary date as follows:

Years of Service	Annual Longevity Pay
5 - 9 years	$120.00
10 - 14 years	$180.00
15 - 19 years	$240.00
20 - 24 years	$300.00
25 - 29 years	$360.00
30 years or more	$420.00

Effective July 1, 2008, the longevity payments will be increased as follows:

Years of Service	Annual Longevity Pay
5 - 9 years	$130.00
10 - 14 years	$195.00
15 - 19 years	$260.00
20 - 24 years	$325.00
25 - 29 years	$390.00
30 years or more	$455.00

Section 5 Determination of Salary upon Employment

The City Administrator will have the discretion to determine the initial rate of pay to be received by all individuals upon their employment. The City Administrator will notify the Union of the initial rate of pay of each newly hired individual.

ARTICLE IX
OVERTIME

Section 1 Police Officers

All hours worked by Police Officers in excess of one hundred seventy-one (171) hours in a work period will be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay.

Section 2 Other Employees

All hours worked by other employees in excess of eight (8) hours in any workday or forty (40) hours in a work period will be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. For all employees, other than Police Officers, hours worked on Saturday or Sunday will be compensated at the rate of one and one-half (1½) the employee's regular hourly rate of pay.

Section 3 Computation of Overtime

For purposes of calculating overtime, the term "hours worked" will be defined as holidays, sick leave, vacation leave and all other paid leaves.

Section 4 Overtime Compensation

Overtime shall be compensated at a premium rate of one and one-half (1½) the employee's regular hourly rate of pay for all overtime hours worked.

Section 5 Approval of Overtime

No employee shall be compensated for overtime work unless such work has been approved by the employee's Department Head or the City Administrator.

Section 6 Compensatory Time

Employees who perform work out-of-classification pursuant to Article VII, Section 8 of this Contract shall have the option of receiving compensatory time instead of a cash payment. Compensatory time granted under this section shall be provided on an hour-for-hour basis. The maximum number of hours of compensatory time which can be accumulated and used during the contract year (July 1 to June 30) is twenty-four (24) hours. Compensatory time hours which are not used by June 15 shall be paid for in cash in the last paycheck in June. Compensatory time shall be used and scheduled as provided in Article XII, Section 3.

ARTICLE X
INSURANCE

Section 1 Hospital and Medical Insurance

A. Eligible Employees

Medical and Hospital Insurance benefits will be provided to all full-time employees.

B. Premium Payment

The Employer will pay the full cost of the employee's personal premium. If the employee elects to cover the employee's family, the Employer will pay seventy-five (75) percent of the premium for family coverage.

The City will continue a Flex I Plan which will allow employees to pay their portion of the family health insurance premium on a pre-tax basis.

C. Coverage

Coverage will begin and end at such times as are set out in the policies, and an employee and his/her family, if such coverage is elected, will be covered only in accordance with and to the extent provided under the terms of the policy.

D. Benefits

1. The deductible for single coverage shall be $1000.00 and the deductible for family coverage shall be $2,000.00, however, employees shall be responsible only for the first $250.00 of deductible expenses for single coverage and for the first $500.00 of deductible expenses for family coverage.

2. The out-of-pocket maximum for single coverage shall be $2,000.00 and the out-of-pocket-maximum for family coverage shall be $4,000.00, however, employees shall be responsible only for the first $1,000.00 of out-of-pocket expenses for single coverage and for the first $2,000.00 of out-of-pocket expenses for family coverage.

3. Prescription drug benefits shall be subject to a three-tier co-pay as follows: $10/$25/$40.

4. An office visit shall be subject to a $15 co-pay.

5. Emergency room services shall be subject to a $100 co-pay.

Section 2 Life Insurance

A. Eligible Employees

Life Insurance benefits will be provided to all full-time employees.

B. Premium Payment

The Employer will pay the full cost of the employee's premium.

C. Commencement of Coverage

Coverage will begin and end at such times as are set out in the policies, and an employee will be covered only in accordance with and to the extent provided under the terms of the policy.

D. Benefits

The Life Insurance Benefits provided herein shall be the same as those in effect on April 1, 1993.

The employee may, to the extent permitted by the insurance company and in accordance with the requirements of the insurance company, purchase additional life insurance at the employee's cost, which shall be deducted from the employee's wages.

Section 3 Long Term Disability Insurance

A. Eligible Employees

Long Term Disability benefits will be provided to all full-time employees.

B. Premium Payment

The Employer will pay the full cost of the employee's personal premium.

C. Commencement of Coverage

Coverage will begin and end at such times as are set out in the policies, and an employee will be covered only in accordance with and to the extent provided under the terms of the policy.

D. Benefits

The Long Term Disability Insurance Plan provided herein shall provide a ninety (90) calendar day waiting period and shall pay benefits at sixty (60) percent of the employee's monthly earnings, subject to a maximum scheduled amount of $5,000.00 per month.

Section 4 Workers' Compensation Benefits

Workers' Compensation insurance has primary responsibility for workers' compensation injuries.

The Employer also agrees to allow the injured employee to supplement Workers' Compensation Benefits with accrued sick leave or vacation; however, the total compensation received shall not exceed the employee's present weekly gross pay, excluding overtime. During the first six (6) months that the employee is off on Workers Compensation, the Employer agrees to continue to pay the Employer's portion of the employee's family premium for Hospital and Medical Insurance.

ARTICLE XI
HOLIDAYS

Section 1 Holidays Recognized

Full-time employees will be paid for the following holidays:

New Year's Day, January 1st
Memorial Day, the last Monday in May
Independence Day, July 4th
Labor Day, the first Monday in September
Thanksgiving Day, fourth Thursday in November
Day after Thanksgiving
Christmas Day, December 25th

Each employee shall receive three and one-half (3½) personal leave days to be taken at any time during the year. One and one-half (1½) of these personal leave days shall be used at the discretion of the employee, in minimum of one-half (½) hour increments. One (1) personal leave day may be used at the discretion of the employee, in minimum of four (4) hour increments. One (1) personal leave day may be used at the discretion of the employee as a full day of leave.

Section 2 Observance of Holidays

If a holiday falls on a Saturday, then the preceding Friday will be observed as the holiday, and if a holiday falls on a Sunday, then the following Monday will be observed as the holiday, for those employees on a Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

Section 3 Eligibility for Holiday Pay

No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay. An employee who is on an unpaid leave of absence shall not be eligible for holiday pay. In order to be eligible for holiday pay, an employee must work or be on a paid leave of absence on the last scheduled work day before the holiday and on the first scheduled work day after the holiday.

Section 4 Pay for Holidays

A. All Employees

Full-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time equal to one (1) regularly scheduled work day but not less than eight (8) hours for each holiday.

B. Police Employees

When a holiday falls on an employee's regularly scheduled work day, the employee will receive pay for his/her regular shift except that no full-time employee shall receive less than eight (8) hours.

When the holiday falls outside the employee's regularly scheduled work day, the employee will receive eight (8) hours compensation which will be in cash.

Section 5 Holiday Premium Pay

When an employee is required by the Employer to work a holiday listed above, the Employer agrees to provide holiday premium pay at the rate of one and one-half (1½) the employee's regular hourly rate in addition to their normal holiday pay for all hours worked, starting on the evening before the holiday at 11:00 p.m. and ending at 11:00 p.m. on the holiday. Police employees who are scheduled to work on a holiday will receive holiday premium pay as provided by this Section only if they actually perform work on such a holiday.

Section 6 Holidays During Vacations

If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's annual leave. Police employees who select vacation days which include a holiday on which they are scheduled to work will receive pay for the holiday but will not have the day of the holiday charged to their vacation.

ARTICLE XII
VACATIONS

Section 1 Vacation Benefits

Full-time employees will receive vacation benefits in accordance with the following schedule:

Years of Completed Service	Number of Vacation Days
1	five (5) days
2 - 9 years	ten (10) days
10 - 15 years	fifteen (15) days

16 - 20 years	twenty (20) days

Section 2 Limitations

A. Minimum Usage

Vacation leave may be taken in one-half (½) day increments.

B. Carryover

Employees who have been employed for less than ten (10) years may accumulate and carry over up to three (3) weeks of vacation from one year to the next. Employees who have been employed for ten (10) years or more may not carry over any vacation.

C. Vacation Pay

Employees will receive their regular rate of pay for all hours of vacation leave. No employee will be entitled to vacation pay in lieu of vacation leave.

D. No vacation leave time shall be accrued during an unpaid leave of absence.

Section 3 Scheduling

Scheduling of vacations will be subject to the approval of the employee's Department Head and the operational needs of the City. Consideration will be given to the employee's preference. In scheduling vacation selection, vacation requested at the earliest time will be given preference (i.e. first come, first served basis). Vacation requests will be answered as soon as possible but no later than five (5) working days from the date of receipt. Once vacation periods have been scheduled, the City shall make no changes in employee's vacation schedule.

Section 4 Vacation Leave Payout Upon Separation of Employment

An employee shall be paid for any accrued and/or unused vacation leave credits upon separation of employment. Vacation leave pay shall be paid at the employee's current rate of pay at the time of separation. Vacation payout will be pro-rated for partial years of service.

ARTICLE XIII
LEAVES OF ABSENCE

Section 1 Sick Leave

A. Uses of Sick Leave

Employees may use accrued sick leave for personal illness (both physical and mental) or injury only. No employee may use sick leave until they have completed six (6) months of employment. Employees may use accrued sick leave for care and necessary attention

of ill or injured members of the immediate family. For purposes of this provision, the term "immediate family" is defined as, and limited to, the spouse, child, or parent of the employee who is living in the household of the employee. A maximum of three (3) days per contract year may be used for the care and necessary attention of the employee's immediate family.

B. Rate of Accumulation

All full-time employees will earn 10/12 of a day of sick leave for each month of completed service during the employee's first ten (10) years of continuous employment. Thereafter, employees will earn one (1) day of sick leave for each month of completed service.

C. Maximum Accumulation

Employees may accumulate unused sick leave to a maximum of one hundred twenty (120) days.

D. Limitations upon Accumulation

Employees will not earn sick leave during periods when they are absent due to layoff or when they are on a leave of absence without pay.

E. Physician's Statement

The City may require a physician's statement for any absences due to illness or injury and also may require a physician's statement verifying the employee's ability to perform the work required. The decision to require a physician's statement will be made by the City Administrator.

Employees will be permitted to use vacation leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday.

F. Notice to City

To be eligible for sick leave payment, employees shall notify their Department Head as soon as possible prior to the starting time of the employee's workday. Employees are required to explain the reason for their absence and to state the date on which they intend to return to work. If there is any change in the date on which an employee intends to return to work, the employee will notify his/her Department Head of the change as soon as possible.

G. Doctor and Dental Appointments

Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.

H. Restoration of Sick Leave

Separation from the Employer's service shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by any department of the Employer within one (1) year.

I. Compensation for Unused Leave

Employees shall be eligible to be compensated for unused sick leave only if they have been employed for the entire contract year (July 1 to June 30). Any fraction of a day of absence shall be counted as a day of absence. However, doctor and dental appointments of two (2) hours or less which are charged to sick leave shall not be counted as a day of absence.

Number of Sick Leave Days Used	Compensation
0	$125
1	$100
2	$75

Employees who earn compensation under this section shall receive payment in the first paycheck in July following the contract year during which it was earned.

Section 2 Bereavement Leave

Employees shall be paid for the time taken to attend a funeral of a member of the employee's family as follows:

A. Five (5) work days per occurrence for the following: Husband, Wife, Father, Mother, Children, and step-children living at home.

B. Three (3) work days per occurrence for the following: Sister, Brother, Father-in-Law, Mother-in-Law, Grandchildren, Step-Children not living at home.

C. One (1) work day per occurrence for the following: Sister-in-Law, Brother-in-Law, Step-Father, Step-Mother, Grandfather, Grandmother, Step-Grandchildren, and other persons who are permanent residents of the employee's household.

Employees shall be paid for the time taken to attend the funeral of an employee of the City and the amount of time allotted shall be determined by the City Administrator. Such leave of

absence shall be made with the understanding that orderly operation of the various departments will be assured. When circumstances require, additional unpaid funeral leave days may be granted, if it does not interfere with the normal operations of their department.

Additional time off with pay while attending funerals not covered by the regular policy shall not exceed eight (8) regular working hours per anniversary year.

Section 3 Leaves of Absence Without Pay

Except as otherwise provided by this Article, employees may be granted leaves without pay at the sole discretion of the Employer for any reasons for a period up to but not exceeding one (1) year. Any employee granted a leave of absence without pay shall not accrue sick leave and vacation leave if said leave exceeds thirty (30) days. Time spent on any leave of absence shall not count as time worked for any purpose, including overtime compensation. Premiums for insurance normally paid by the Employer will be paid by the employee during the period of such leave, if the employee elects to continue coverage and if the period of leave exceeds thirty (30) days.

Section 4 Request Procedure

Any request for a leave of absence shall be submitted in writing by the employee to the Employer at least thirty (30) calendar days in advance, whenever possible. The request shall state the reason for and the length of the leave of absence being requested.

The Employer shall furnish a written response as follows:

Requests for leave of absence not exceeding one (1) month shall be granted or denied within five (5) working days. The Employer will provide the reason for denial in writing.

Requests for leave of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason for denial in writing.

Section 5 Paid Leaves of Absence

A. Jury Duty

Employees who are summoned to jury duty during working hours will be provided leave with pay for such duty. Pay for jury duty leave will be the difference between the compensation received by the employee for jury duty, less any travel or personal expenses paid, and the employee's regular rate of pay for the number of hours spent on jury duty. When released from jury duty during working hours, the employee will report to work within one (1) hour, unless less than one (1) hour remains in the employee's working day.

B. Court Appearance

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness for the Federal Government, the State of Iowa or a political subdivision thereof, or in a private litigation, to which the employee is not a party, the time spent shall be considered as a leave of absence with pay, provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer, less any travel or personal expenses.

C. Military Leave

Any employee shall be granted a military leave of absence with pay for a period up to thirty (30) calendar days with pay as provided under Section 29A.28 of the Code of Iowa.

ARTICLE XIV
MISCELLANEOUS

Section 1 Labor/Management Committee

A committee comprised of two (2) representatives of the Union and two (2) representatives of the Employer shall meet at mutually agreeable times to discuss procedures for avoiding future grievances, to review policies and work rules affecting bargaining unit employees, and to submit recommendations concerning health and safety practices in the City. In addition, the committee may discuss other issues which would improve the relationship between the parties. It is understood that the committee may not take any action which is final and binding upon the parties.

Section 2 Access to Personnel Files

Employees shall have the right to inspect their personnel files. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

Access to personnel files shall be limited to authorized Employer personnel, the employee and a Union representative, if so designated in writing by the employee.

Upon previous notification and at the employee's expense, the Employer shall make copies of such files for the employee.

When any adverse material relating to an employee's conduct, including oral and written reprimands, is placed in that employee's file, it shall be signed by that employee or the employee's refusal to sign shall be noted on the document, and the employee shall receive a copy of the material prior to its placement in the file. The signature of the employee only indicates acknowledgment that the employee has received a copy of the material and does not indicate the employee's agreement with the contents of the documents.

Section 3 Training

Employees will be paid for all hours spent in the training or in conferences which they are required by the City to attend.

Section 4 Performance Evaluation Procedures

A. Frequency of Evaluations

Employees will be evaluated by the department head annually but not more than two (2) times per year.

B. Evaluation Conference

A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the employee.

C. Response

All evaluation reports will be placed in the employee's personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.

D. Evaluation Form and Criteria

The form and criteria of the evaluation shall be mutually agreed upon by the City and the Union. The evaluation standards shall be: "Unsatisfactory, Needs Improvement, and Satisfactory."

ARTICLE XV
HEALTH AND SAFETY

Section 1 Safety Matters

The employer agrees to comply with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration and the United States Occupational Safety and Health Administration, U.S. Department of Labor.

The Employer and the Union agree to establish a Joint Health and Safety Committee. This committee shall be comprised of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall meet at mutually agreeable dates and times to discuss Health and Safety matters in the City. It is understood that the committee may not take any action which is final and binding upon the parties.

Section 2 Tools and Equipment

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

Section 3 Protective Clothing

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and state regulations.

ARTICLE XVI
NO STRIKE OR LOCKOUT

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives nor members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Chapter 20.12 of the Iowa Code.

No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE XVII
GENERAL

Section 1 Savings Clause

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, section or portion thereof.

In the event the parties fail to agree on provisions for substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if

they so desire. The arbitrator shall decide between the Employer's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

ARTICLE XVIII
DURATION OF AGREEMENT

Section 1 Duration of Agreement

This Agreement shall be effective July 1, 2007, and shall continue through June 30, 2011.

Section 2 Signature Clause

The parties have agreed to the terms set out above and, therefore, have directed their representatives to sign this Agreement on their behalf on the 18th day of December, 2007.

AFSCME/IOWA COUNCIL 61
CITY OF ORANGE CITY

By: _____

By: _____

By: Preston DeBoer
Preston DeBoer
AFSCME/Iowa Council 61

MAYOR
CITY OF ORANGE CITY, IOWA

By: _____

By: _____

By: James C. Hanks
James C. Hanks
Chief Negotiator

APPENDIX A
PAY GRADES, CLASSIFICATIONS, WAGE RATES AND STEP MOVEMENT
CITY OF ORANGE CITY, IOWA

Section 1 Pay Grades and Classifications

Pay Grade	Classification
1	Street Crewman
2	Mechanic
3	Police Officer
4	Electric Line Maintenance Worker I
5	Water and Waste Water Operator
6	Electric Line Maintenance Worker II
7	Gas Worker
8	Journeyman Lineman

Section 2 Step Movement

Step 1 0 - 12 months experience

Step 2 13 - 24 months experience

Step 3 25 - 36 months experience

Step 4 37 - 48 months experience

Step 5 49 - months experience and over

Step Movement from step to step shall be subject to satisfactory performance and shall take place on the employee's anniversary date.

Police employees who have completed fifteen (15) years of service to the City of Orange City, or who have completed ten (10) years of service to the City of Orange City and have obtained an AA degree in Police Science or a related field will receive Senior Police Officer pay of $0.25 per hour.

Section 3 Wage Rates

Effective July 1, 2007

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	13.63	14.41	15.31	16.96	17.94
2	13.63	14.41	15.31	16.96	18.07
3	15.43	16.19	16.85	18.45	19.18
4	18.27	18.57	18.77	19.76	20.25
5	17.28	17.58	17.79	18.73	19.23
6	19.11	19.55	19.95	20.50	21.05
7	17.84	18.10	18.33	19.28	19.77
8	21.29	21.75	22.15	22.70	23.24

Effective July 1, 2008

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	14.11	14.91	15.85	17.55	18.57
2	14.11	14.91	15.85	17.55	18.70
3	15.97	16.76	17.44	19.10	19.85
4	18.91	19.22	19.43	20.45	20.96
5	17.88	18.20	18.41	19.39	19.90
6	19.78	20.23	20.65	21.22	21.79
7	18.46	18.73	18.97	19.95	20.46
8	22.04	22.51	22.93	23.49	24.05

Effective July 1, 2009

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	14.57	15.39	16.37	18.12	19.17
2	14.57	15.39	16.37	18.12	19.31
3	16.49	17.30	18.01	19.72	20.50
4	19.52	19.84	20.06	21.11	21.64
5	18.46	18.79	19.01	20.02	20.55
6	20.42	20.89	21.32	21.91	22.50
7	19.06	19.34	19.59	20.60	21.12
8	22.76	23.24	23.68	24.25	24.83

Effective July 1, 2010

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	15.04	15.89	16.90	18.71	19.79
2	15.04	15.89	16.90	18.71	19.94
3	17.03	17.86	18.60	20.36	21.17
4	20.15	20.48	20.71	21.80	22.34
5	19.06	19.40	19.63	20.67	21.22
6	21.08	21.57	22.01	22.62	23.23
7	19.68	19.97	20.23	21.27	21.81
8	23.50	24.00	24.45	25.04	25.64

Current employees shall be eligible for advancement to the next pay increment on the Employee's anniversary date with the Employer. Such pay increment advancements shall be subject to satisfactory performance. Employees who move between pay grades will move from step to step (e.g. an employee on Step 3 of Pay Grade 4 who moves to Pay Grade 6 will move to Step 3 of Pay Grade 6).

The following provisions will apply to Electric Line positions:

Electric Line Maintenance Worker I is a newly hired lineman who has not successfully completed Lineman School. In order to move to the Electric Line Maintenance Worker II job classification, an Electric Line Maintenance Worker I must first complete ten (10) years of service. All employees hired as an Electric Line Maintenance Worker I after June 30, 2004, will be required to complete the Apprentice program established and paid for by the City of Orange City.

Electric Line Maintenance Worker II is a lineman who has successfully completed an accredited Lineman School.

Journeyman Lineman is an employee who has successfully completed journeyman training and passed the journeyman test established by an approved certification agency or organization. A Journeyman Lineman also includes an employee hired prior to July 1, 2004 who has completed 10 years of service and who successfully passes the journeyman test established by an approved certification agency or organization.

Employees who successfully complete the Apprentice program established and paid for by the City of Orange City will be required to reimburse the City for the total program costs, but such reimbursement shall be adjusted based upon continued employment with the City in the following percentages:

Years of Service Following Completion	Percentage of Reimbursement Required
0 - 1	100%
1 - 2	80%
2 - 3	60%
3 - 4	40%
4 - 5	20%
Over 5 Years	0%

Part-Time and Reserve Patrolman

Effective July 1, 2007	$14.85
Effective July 1, 2008	$15.37
Effective July 1, 2009	$15.87
Effective July 1, 2010	$16.39

Payment of Sick Leave Upon Death or Retirement

By side letter, the City agrees to continue in effect the current policy regarding the payment of insurance premiums for employees who retire.

XIII-3 One year of paid-up hospitalization-medical coverage upon retirement, will be paid for any employee completing 25 or more years of active employment with the City. (for employees only and at the rate that the city pays for other active employees).