City of Mt. Ayr IBEW #55 (Mixed) 7/1/2005 6/30/2007

MOUNT AYR | IBEW #55 (MIXED) 05-07

AGREEMENT

CITY OF MT. AYR
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 55

This agreement made and entered into as of this 1st day of July, 2005, by and between the City of Mt. Ayr, Iowa, hereinafter known as the "City", and Local No. 55, International Brotherhood of Electrical Workers, AFL-CIO , hereinafter known as the "Union".

ARTICLE I
RECOGNITION

1.1. The City recognizes the Union as the sole collective bargaining agent with respect to wages, rates of pay, hours of employment and other matters as provided in Section 9 of Chapter 20, Code of Iowa, for all regular employees in the following described unit as certified by the Public Employment Relations Board on July 23, 1997, in Case No. 5696.

Included: All full and part time Mt. Ayr city employees in the following positions: city worker - street department, city worker - sewer department, city worker - water department, office worker, clerical worker, police officer, meter reader and water plant operator.

Excluded: Supervisory employees and all persons excluded by Section 4 of Chapter 20, Code of Iowa.

This contract is intended to cover the job classifications set out in the wage schedule and such other job classifications within the bargaining unit as are hereafter created or established. All agreement terms apply to both full and part time employees as certified by the Public Employment Relations Board.

ARTICLE II
DEFINITIONS

Employee - An employee is one described in Article I above.

Regular Employee - A full-time, permanent employee who has completed the probationary period.

Permanent Employee - One whose employment is intended to be permanent and not temporary such as for vacation relief, student employment, and similar temporary employment circumstances.

Full-time Employee - One whose normal employment schedule is for forty (40) hours per week or more.

Probationary Employee - One who has not completed the first six (6) months of service with the City as a regular full-time or part-time employee.

Days - Except where otherwise specified shall mean calendar days.

Discharge - The separation of a permanent employee for cause.

Layoff - The involuntary non-disciplinary separation of an employee from a position because of a reduction of number of positions in the job classification.

Leave - An approved absence from work.

Overtime - Authorized time worked by an employee in excess of the total number of working hours per day.

Position - Any office or employment, whether occupied or vacant, full-time or part-time consisting of duties or responsibilities.

Regular Part-time Employee - An employee who works at least twenty (20) hours per week on a regularly scheduled basis.

Suspension - A temporary separation of an employee, without pay, for disciplinary purposes.

Termination - The permanent separation of an employee from service of the City, including death, rejection, discharge, layoff, resignation or retirement.

ARTICLE III
CITY AND UNION RIGHTS AND RESPONSIBILITIES

3.1. General Responsibilities. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the City must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees that it will earnestly strive to improve and strengthen good will between and among the City, the employees, the Union and the public.

Accordingly, the Union agrees for itself and for employees of the City in the bargaining unit that they will individually and collectively perform safe, efficient and diligent service, that they will use their influence and best efforts to protect the property of the City and its service at all times as a matter of enlightened self-interest.

The City agrees, on its part, that it will cooperate with the Union to promote safe operations, harmony and efficiency among the employees covered by this agreement.

The City and the Union jointly and mutually declare it to be their purpose and intent to carry out in good faith the provisions of this agreement and to engage in no scheme for the purpose of defeating or evading the provisions hereof.

3.2. Management Rights. The City shall have in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right to:

a. Direct the work of its employees.
b. Hire, promote, demote, transfer, assign and retain its employees within the City.
c. Suspend or discharge its employees for proper cause.
d. Maintain the efficiency of its operations.
e. Relieve public employees from duties because of lack of work or for other legitimate reasons.
f. Determine and implement methods, means, assignments and personnel to conduct its operations.
g. Take such actions as may be necessary to carry out its mission.
h. Initiate, prepare, certify and administer its budget.
i. Exercise all power and duties granted to it by law.

3.3. Non-discrimination. The City and Union agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, religion, physical disability, or for any other reason prohibited by law; nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action under such program taken by the City.

3.4. Negotiations. The City and Union agree to meet at reasonable times to negotiate in good faith with respect to the subjects specified in Section 9 of the Act.

3.5. No Lockout, No Strike. The City agrees that, during the term of the agreement, it will not engage in any lockout of its employees. It is agreed, that, during the term of this agreement, there shall not be any work stoppage, slowdown; picketing, or bannering, boycott, sympathy strike, or any other action on the part of the Union or the employees represented by it which will interrupt or interfere with the operation of the City. As to picketing and bannering, the Union shall be responsible only for such picketing and bannering as is authorized by it provided that the Union shall make every reasonable effort to eliminate any unauthorized picketing or bannering.

3.6. Union Visitation Rights. For purposes of investigating pending grievances and other legitimate Union business, duly authorized representatives of the Union shall have access to City premises, provided the representative advises the City clerk or his/her representative in advance of its intended presence and purpose. The Union agrees that employees' performance of regular duties will not be unnecessarily interfered with.

3.7. Bulletin Board. Bulletin board space shall be provided which may be used by the Union or employees for posting of Union notices relating to Union meetings or other bona fide Union business.

3.8. Dues Check-Off. The City agrees to make deductions for regular monthly union dues upon proper written authorization by the employee, and to forward the amount so deducted to the Financial Secretary of the Local Union in accordance with a procedure approved by the City and the Union. It is understood that any authorization for such payroll deduction shall be voluntary on the part of the employee and shall be subject to cancellation at any time upon thirty (30) days written notice by the employee to the City. The Union shall submit authorization cards to the City at least fifteen (15) days in advance of the desired dues check-off date.

ARTICLE IV
GRIEVANCE PROCEDURE

4.1. In the event of a grievance, which shall be defined as a question arising regarding the application or interpretation of this Agreement, or disciplinary action, the aggrieved employee will first discuss the matter with his immediate supervisor. If an agreement is not reached, the employee may proceed to Step 1.

Step 1. The employee or union representative shall within five (5) working days after the alleged grievance, submit the grievance in writing on forms supplied by the Union to his/her supervisor or designated representative and union steward. The supervisor will then meet with the union steward and employee to seek a satisfactory solution.

If an agreement is not reached within ten (10) working days from the date of the alleged grievance, the supervisor and Employer Committee consisting of the City Mayor plus two designated council members will then meet with the union steward, employee, and union representative to seek a satisfactory solution. If an agreement is then not reached within fifteen (15) working days from the date of the alleged grievance, the employee may proceed to Step 2. The parties' positions shall be reduced to writing prior to the closing of Step 1.

Step 2. If the employee or union is not satisfied with the disposition of the grievance at Step 1, the union shall submit a written request for binding arbitration within five (5) working days of the closing of Step 1 by delivery of the request to the City Clerk.

The time limit may be extended by mutual written agreement between the City Mayor or Mayor's designated representative and Union Business Manager or their representatives.

If the representatives of the parties are unable to agree upon a mutually acceptable arbitrator, they shall strike from a list of seven (7) submitted by the Federal Mediation and Conciliation Service (FMCS). Each party shall alternately, beginning with the party

who requested arbitration, strike one name from the list until one name remains and the person then remaining shall be the arbitrator.

The arbitrator shall confer with the representative of the City and the Union and hold a hearing promptly and shall issue a binding decision not later than ninety (90) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and shall set forth its findings of facts, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to recommend any decision which requires an act prohibited by law or which violates, modifies or alters the terms of the agreement. The decision of the arbitrator shall be binding on both parties.

The costs of the services of the arbitrator, court reporter, and hearing room shall be borne equally by the City and the Union. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE V
SENIORITY, JOB POSTINGS AND JOB BIDDING

5.1. Definition. Seniority shall mean length of continuous service with the City in a classification in the service of the City. The two department classifications are as follows: (1) office worker and clerical worker; and (2) city worker-street department, city worker-water department, city worker-sewer department, meter reader, and water plant operator.

5.2. All new employees shall be hired as temporary or probational.

5.3. All new employees shall serve a probationary period of six (6) months and may be released at any time during that period if the City determines that the employee is not qualified or suited for employment. If employment is to be terminated, the employee will be notified before the end of the probationary period. All employees who successfully complete their probationary period shall be added to the seniority list and shall be covered by the terms of this Agreement.

5.4. The seniority status of each employee listed in the wage schedule shall be that which each employee has established by length of service with the City. Seniority starting dates for eligible employees shall be the date of hire. Upon voluntary termination or termination for just cause the employee's seniority rights shall be forfeited and shall not be reinstated should the employee be rehired at some future date.

5.5. Employees who have been laid off because of lack of work shall retain their seniority for a period of nine (9) months if they are recalled to the employment of the City. As vacancies occur within a classification, employees who have been laid off shall be recalled in reverse order of their layoff from the classification. Employees recalled to work under this provision shall report to work as promptly as circumstances permit but such period shall not exceed twenty-one (21) days unless mutually agreed upon by the City and the employee.

5.6. Seniority rights shall govern in the matter of layoff because of lack of work. The first employee to be laid off in any classification shall be the employee with the least seniority in that classification; but upon layoff, such employee may bump another employee in an classification with the same or lower wages provided such employee has established more seniority than the employee so bumped. Any employee bumping into a job must have the qualifications to perform the job after a reasonable break-in period.

5.7. Any employee of the City covered by this Agreement, who because of illness or injury, is prevented from working shall continue to accumulate seniority for the period of his/her absence from work due to such illness or injury, but in no event more than one year. If the employee is able to return to work within the one-year period, he/she shall be reinstated to his/her former position with full seniority rights, provided he/she is qualified to perform his job. If the employee is unable to return to work within the year, he shall cease to be considered an employee of the City. Such time period may be extended with the mutual consent of the employee, or his/her representative, and the City Council.

5.8. All job vacancies for the classifications set out in Section 5.1 shall be posted for five (5) working days in all departments and a copy of all postings will be sent to the chairman of the unit. If the posting has been modified from the previous time the position was posted, the chairman will be informed of the previous revision date or sent a copy of the previous posting.

All promotions and promotional job bidding will be based on the following factors:

a. Physical fitness, previous training, knowledge, ability, efficiency, skill adaptability and attitude.
b. Seniority.

Where factors in "a" are equal as to the employees being considered for promotion, seniority shall govern.

5.9. For the convenience of the City, temporary assignments may be made until bids are received and permanent assignments are made. When an employee is temporarily assigned to another job, his seniority will continue to accrue in his regular job classification. If an employee has previously been qualified in a classification, he shall receive the classification rate of his previous qualifying level or his own rate whichever is higher.

5.10. In the event an employee chooses not to accept an offered promotion, the employee shall have no right to bid for promotions for six (6) months from the date the promotion is offered. In the event an employee chooses not to bid for a promotion, that fact shall have no effect on his right to bid for or accept any future promotions.

5.11. In the case an employee is not at work during the period of the job posting, the employee can request notification of job postings by advising his steward or supervisor, who shall make proper notification on the posting list.

5.12. When a job is filled through the above procedure, the City will post a notice giving the name of the successful bidder and send a copy of the notice to the IBEW business manager or his/her representative.

5.13. If, after posting job vacancies through the above procedures, no qualified bids are received, the City may hire a new employee.

5.14. An employee who successfully bids a new job classification shall be given no more than six (6) months training and qualifying period to determine if the employee can meet the job requirements. During this period he/she shall not be eligible to bid any additional posted job vacancies. If during the six month training and qualifying period it is determined, in the judgment of the management, that the employee is not qualified to perform the work of the new job classification, the employee will be transferred back to his former job classification and shall have included in his seniority the time he spent in the new job classification. If an employee is transferred back to his former classification, then every other employee who successfully bids a new job classification as a result of the first employee's successful bid shall also be transferred back to his or her former job.

5.15. It is understood and agreed by both parties hereto that seniority is terminated as the result of retirement, resignation, discharge for cause or failure to respond to recall as provided in Section 5.5.

5.16. In the event the City finds it necessary to reduce its labor force, the affected employees shall be given a two (2) week notice prior to the reduction. Employees discharged for just cause shall not be entitled to advance notice as provided herein.

5.17. Loss of Seniority. Seniority shall be lost in the following circumstances:

a. When an employee quits. An employee who is absent for three (3) consecutive days without notifying the City or without good cause shall be deemed to have quit.
b. When an employee is discharged.
c. Layoff for a period continuing more than nine (9) months.
d. Leave of absence (other than military leave or compensable injury absence) for more than one (1) year except upon mutual agreement of the City Council and employee.
e. Failure to report for work on expiration of leave.
f. Failure to report for work within thirty (30) days after notice of recall from layoff. Within ten (10) working days after notice of recall employees shall notify the City of their intention to return to work.

5.18. Layoff Notice. Regular employees on seniority lists released due to layoff shall be entitled to two (2) weeks notice in writing. Regular employees on seniority lists leaving the employment of the City voluntarily shall give the City two (2) weeks, (10 working days) notice or forfeit all rights under this Agreement.

5.19. Military Leave. At the option of the City Council, an employee commencing a military leave of absence of more than ninety (90) days may be paid in a lump sum for all accrued vacation leave.

An employee ordered to report for active duty in the National Guard or Reserve Military, Naval or Air Forces of the nation shall present copies of such orders to the City clerk at least ten (10) days before the reporting date, or as soon as such orders are received if the employee is required to report in less than ten (10) days from first notification of duty to report.

5.20. Seniority During Leave For Injury on Duty. Any employee of the City covered by this Agreement who is injured while on duty shall continue to accumulate seniority during compensable absence due to injury, and shall be reinstated upon recovery to the former position with full seniority rights, provided the employee is physically qualified to return to work.

ARTICLE VI
WORKING CONDITIONS

6.1. Work Outside Normal Municipal Area. When it is necessary for an employee to work away from the normal area of the municipal in the service of the municipal, the municipal will pay the actual, reasonable, and necessary lodging, meal and transportation expenses and will pay for the time actually spent in travel at the appropriate regular or overtime hourly rate. Lodging, except in emergency cases, should be approved in advance by the supervisor. Reimbursement requests must show dates, times, business purpose, and include receipts.

When an employee is working to assist another organization away from the normal area of the municipal, the employee shall be paid the normal rate of pay for all hours worked and for travel time.

Employees who use personal vehicles for city business will be compensated on a mileage basis as allowed under the IRS code effective at the time of travel. Use of personal vehicles for city business must be approved in advance by the superintendent. Request for payment must show dates, times, business purposes and odometer readings.

6.2. Glasses, Tools, Equipment, Clothing.

a. The City shall pay the full cost of safety glasses once each year when a receipt is provided by the employee. The City will not, however, pay for prescriptive corrections.

b. The City shall furnish, and the employee shall wear, protective clothing and foot apparel which may be required by OSHA or the City. The City will pay $100 annually towards the purchase of safety shoes, if required, upon presentation of a receipt. The City will provide at its expense all uniforms and protective items the City requires the employee to wear or utilize in performance of their duties. The City will pay one hundred percent (100%) toward the cost of uniforms requested by individual employees. Employees who order uniforms which the employer contributes toward the cost must wear the garments while engaged in City employment.
c. The City will furnish all necessary safety equipment for the protection of the employees.

6.3. Union Leave. An employee of the City who may be duly delegated to transact business for the Union, other than with the City, which requires absence from duty, shall upon five (5) working days written notice to the employee's immediate supervisor, be allowed to be absent without pay for sufficient time to transact such business. No more than two (2) employees in the unit shall be on such leave at any one time and further no more than twelve (12) working days in any one contract year may be used for this purpose.

6.4. Meal Allowances. The City will provide meals as follows:

a. When an employee is called to perform work three (3) hours or more prior to the normal starting time, he/she is entitled to a meal at City expense to be paid at the applicable hourly rate for the time eating the meal. Should the meal time extend into the regular work day, the employee will suffer no loss of pay for the time eating the meal. Any employee who is required to work three (3) hours or more past the end of his/her normal shift is entitled to a meal at City expense but not on City time.
b. When an employee works on a weekend, holiday or is called in to work and the employee works six (6) hours or more consecutively, the employee shall be entitled to a meal at City expense but not on City time.

6.5. Rest Period. The City provides one (1) fifteen minute rest period each working half day as the current work assignment permits. Such rest periods will be taken at the job site unless the supervisor designates otherwise.

6.6. Unreasonable Weather. The City will not require employees covered by this agreement to work out of doors continuously during unreasonable weather conditions unless such work is necessary to protect life or property or maintain service to the public.

6.7. Work Assignments. Each employee shall be assigned an established job classification and shall receive the proper rate of pay in accordance with the wage schedule of this agreement for the performance of the duties of the classification. The parties agree that each employee has the responsibility to carry out assignments in the job classification in which the employee is working either alone or together with other employees consistent with safety.

Although an employee will normally perform work associated with the classification, the employee will be expected to perform any work which the employee is qualified to do connected with the operation of the City. No employee shall suffer a reduction in pay for doing work on temporary assignment to a lower classification, and shall be paid the rate of a higher classification when performing duties in that classification.

6.8. Safety. Employees will wear safety belts as provided by law while operating the City's vehicles on public streets. The Employer will hold regular safety and training meetings for all its employees. These meetings will be held the fourth Monday of each month at the beginning of the workday. In the case of a holiday, the meetings will take place on the next regular workday. Training sessions will be conducted quarterly in March, June, October, and December. Safety meetings will be held during all other months. Meeting minutes will be taken at each session and the Employer will submit detailed written reports to both the city council and union office.

ARTICLE VII
WORKING HOURS - OVERTIME

7.1. The normal work week shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday. The normal work week for the full-time water treatment plant employee only is eighty (80) hours over a two week period. The normal work day shall consist of eight (8) hours with a one hour lunch break.

7.2. When it is necessary for hourly paid employees to work more than their regular scheduled hours in a work day, those employees shall be paid one and one-half times their regular scheduled rate for all hours in excess of such regular schedule. Overtime will also prevail after forty (40) hours of credited work in any work week. The full-time water treatment plant employees will be paid overtime for the hours that exceed eighty (80) hours over a two week period and/or over their regular scheduled hours in a work day. If the part-time employee works more than eight (8) hours in a day, that employee shall accrue the same overtime pay benefits as a full-time employee for that time in excess of eight (8) hours.

Employees may use comp time in lieu of overtime which exceeds ten (10) hours in a work week. The comp time accrued cannot exceed forty (40) hours and may be taken at employee's discretion.

7.3. Call-in. A minimum of one hour pay at the regular overtime rate shall be paid to all employees who are called back to work after having been released from the regular day's work, or if called in for unscheduled work before their regular starting time any day. An employee shall not be required to standby. An employee may be required to work regularly scheduled overtime.

7.4. Overtime Distribution. Scheduled overtime opportunity shall be distributed as equitably as practicable over a reasonable time period among the employees within the

classification who regularly perform the class of work being done. An employee who is called to work overtime and turns down the call will be charged, for overtime distribution purposes, with the same number of equivalent hours which the employee who accepts the call is charged.

The City will post on appropriate bulletin boards or provide to the Union's designated representative a quarterly overtime report listing the amount of scheduled overtime worked by or charged to each employee during the pay periods included in the previous month, and for the year to date.

Employees shall not be required to take time off during regular scheduled work hours for overtime worked or to be worked.

7.5. An employee who has worked sixteen (16) hours in a twenty-four (24) hour period shall receive six (6) consecutive hours of rest before returning to work. If this rest period extends into the regular scheduled work hours, the employee shall be excused from that portion of the regular hours and lose no pay. All employees will take a six (6) hour consecutive rest period after working sixteen (16) hours in any twenty-four (24) hour period.

7.6. Weekend Work. Work commencing after the end of the last scheduled work day of a calendar week and/or before the beginning of the first scheduled work day of the next calendar week is deemed as "weekend work". Employees performing weekend work will be paid at the rate of time and one-half.

7.7. Authorization of Overtime. All overtime work shall be authorized by a designated representative of the City.

7.8. There shall be no pyramiding of overtime pay for the same hours worked.

ARTICLE VIII
HOLIDAYS

8.1. Holiday Days. The City will pay each of its employees eight (8) hours of regular pay for the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, and one half day on New Years Eve. Whenever a holiday falls on a Saturday, the preceding day is considered the holiday. Whenever a holiday falls on a Sunday, the following day is considered the holiday.

8.2. Holiday Pay. Whenever an employee is required to work on a holiday, the City will pay the employee the allowed holiday straight time plus time and one-half for the number of hours worked. If the holiday is Christmas Day, the City will pay the employee the allowed holiday straight time plus double time for the number of hours worked.

ARTICLE IX
VACATION

9.1. Vacation Accrual. All regular and part-time employees covered by this agreement shall be entitled to vacations with regular straight time base pay, in accordance with the following:

a. On the anniversary date of the first year of employment, the employee shall be entitled to a vacation of one (1) week.
b. On the anniversary date of the second year of employment, the employee shall be entitled to a vacation of two (2) weeks and a like vacation in each calendar year thereafter.
c. In the calendar year in which the employee's eighth (8) anniversary of employment shall occur, the employee shall be entitled to a vacation of three (3) weeks and like vacation in each calendar year thereafter.
d. On the anniversary date of the employee's fifteenth year of employment, the employee shall be entitled to a vacation of four (4) weeks and a like vacation in each calendar year thereafter.
e. Thereafter employees shall be entitled to vacation as follows:

On the 21st year anniversary date	Four (4) weeks plus one (1) day
On the 22nd year anniversary date	Four (4) weeks plus two (2) days
On the 23rd year anniversary date	Four (4) weeks plus three (3) days
On the 24th year anniversary date	Four (4) weeks plus four (4) days
On the 25th year anniversary date	Five (5) weeks

9.2. Vacation Scheduling. The City will schedule vacations taking into account the wishes of the employees as to the time of taking vacations, subject to work loads and the needs of the City, on a "first come - first served" basis.

9.3. Terminal Leave. Any employee leaving the employee of the City shall be compensated for vacation leave credited and unused to the date of termination, provided the employee has been employed by the City for at least one (1) full year and has given a two (2) weeks written notice to the supervisor. When an employee is terminated for just cause, the employee shall be paid vacation benefits to the date of termination on a prorated basis provided he has been employed for one (1) year.

9.4. Minimum Vacation. Vacation shall not be granted in units of less than one (1) hour increments.

9.5. Vacation Carryover. An employee shall be allowed to carry a maximum of five (5) days vacation over to the next year which shall be used by May 1 of said next year or be lost.

ARTICLE X
SICK LEAVE - OTHER LEAVE

10.1. Sick Leave.

a. Accrual. All employees shall accrue sick leave at the rate of one (1) day per month of employment. Employees may accrue sick leave up to a maximum of one hundred twenty (120) working days.
b. Pay. In the event of sickness or off the job injury, the employee will receive eight (8) hours straight time pay at the employee's wage rate for each work day that the employee is sick or unable to work because of such sickness or injury to the extent of the earned sick leave credit; but not more than forty (40) hours of sick leave benefit as straight time pay in any one (1) week. Sick leave is in no way to be construed as additional vacation time.
c. Employees may use sick leave time for medical, dental, vision, or chiropractic appointments. Sick leave may be taken in no less than one (1) hour increments.

10.2. Compensable Injuries.

a. Accident Reports. When an employee of the City suffers an injury in the line of duty, a report of such accident shall be made immediately by the supervisor for which such individual is employed and to the City Clerk. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto.
b. Leave. Injury leave with pay shall be granted to employees who are incapacitated as a result of injury or occupational disease while in the actual performance of their assigned jobs. Injury leave shall be in conformance with Chapter 85, Code of Iowa.
c. Method of Payment. During such sick leave, the City shall pay full pay to such employee, either as direct payment from salary fund or as workers' compensation benefits, or both, but the total amount so paid for loss of time from work shall not exceed the gross pay which the employee would have received for such period at the regular rate of pay. Such injury leave shall not be charged against the employee's sick leave or vacation benefits.

10.3. Emergency Leave.

Emergency leave of up to three (3) days with pay shall be granted to all probationary and permanent employees in the event of death or serious illness to the employee's mother, father, foster parent, husband, wife, son, daughter, foster child, brother, sister, grandparent, or grandchild. Emergency leave with pay of one (1) day shall be granted to all probationary and permanent employees in the event of death or serious illness to the

employee's step-parent, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, or any other relative who is living in the household of the employee.

"Immediate family" means mother, father, foster parent, husband, wife, son, daughter, foster child, brother, sister, grandparent, grandchild, step-parent, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, or any other relative who is living in the household of the employee.

"Foster parent" includes foster parents who have acted as parents for a substantial portion of the employee's life.

"Serious illness" shall generally be considered to be an illness or injury causing an individual to be in a hospice state or hospitalized in serious or critical condition. In the event of childbirth or emergency type service, the condition of the individual after such service or occurrence (as indicated by the physician, e.g. stable, serious, critical) shall be the determining factor as to how much, if any, emergency leave is used. If emergency leave is not warranted, annual leave or leave without pay shall apply.

10.4. Funeral Leave. Employees will be allowed up to one (1) work day off with pay to attend the funeral of a city employee if the funeral is during the regular scheduled work week.

10.5. Jury Duty. Every employee who is called or required to serve as a trial juror or as a witness for the Federal Government, State of Iowa, or a political subdivision thereof, shall be entitled to be absent from the employee's duties during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between the regular pay and any compensation received by the employee, except travel, food or lodging compensation for such duty.

10.6. Volunteer Service. Employees serving emergency volunteer service, i.e. fire department, first responder, etc., will be allowed to absent themselves from work with no loss of wages or benefits.

10.7. Personal Days. Employees shall receive two (2) personal days off with pay per year to be taken in no less than one (1) hour increments for personal business which cannot be conducted during off hours. Unused days cannot be carried over to the next calendar year.

10.8. Parental Leave. Except as hereafter modified, all policies, rules and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for maternity leave.

10.9. Application to Part-Time Employees. A part-time employee shall accrue benefits under Articles VIII, IX, and X, in the same ratio as the number of hours the employee is

regularly scheduled to work in a day equates to a normal work day of eight (8) hours. If a part-time employee works more than eight (8) hours in a day, that employee shall accrue the same overtime pay benefits as a full-time employee for that time in excess of eight hours.

ARTICLE XI
INSURANCE, MISCELLANEOUS

11.1. Health Insurance.

The City shall maintain the health insurance coverage currently available to the employees to wit:

> Blue Cross/Blue Shield Alliance Select; deductible of $500 for a single person, $1,000 for family; out-of-pocket maximum of $1,000 for a single person, $2,000 for family.
> Blue Cross/Blue Shield family dental plan #204
> $20,000 life insurance and $20,000 accidental death and dismemberment insurance.

The City will pay the full cost of employees' insurance premiums and employees will be responsible for payment of any deductible. The City shall pay a pro-rata share of the insurance premium for a regular part-time employee, which pro-ration shall be in the same ratio as the number of hours the employee is regularly scheduled to work in a week equates to a normal work week of forty (40) hours. The City shall not be responsible for the premium of any employee regularly scheduled to work less than twenty (20) hours per week.

Individual employees may increase the amount of city provided life, accidental death, and dismemberment insurance through payroll deduction.

The City will make available to employees family vision coverage. The City will pay half the premium cost of the VSP $25 deductible Plan "A" family plan.

The City and Union may agree during the term of the contract to change the coverage or plan to an equivalent coverage or plan. The City will attempt to provide a flexible benefit plan for the employees. The employee shall have the option of participating in the plan.

The City and Union shall each select two representatives from their bodies to form a joint committee to review health insurance options.

In the event that Federal or State Health Care Reform Legislation becomes enacted during the term of this agreement, and during the term of this agreement imposes obligations on the parties requiring modification of health insurance provisions of this agreement, it is agreed that the parties will immediately meet to negotiate any modifications that are necessary to bring those provisions into compliance with the law.

If such negotiations result in impasse, it is agreed that the parties will submit such impasse to final and binding arbitration.

11.2. Retirement Benefits. The City and employee shall each contribute to the Iowa Public Employee's Retirement System pursuant to Section 97B.11, Code of Iowa, or as amended.

ARTICLE XII
EMPLOYEE DEVELOPMENT

12.1. General Policy and Responsibility. The City encourages the development of employees. Employees may participate in employee development programs to maintain the licensing requirements of their present position and receive education assistance through the following methods:

a. Reimbursement for Training Expense. An employee may elect to participate in training during non-working hours and receive full reimbursement for tuition, fees and books.
b. Time Off With Pay. An employee may elect to participate in training during the regular working hours and may receive time off to attend class plus full reimbursement for tuition, fees and books.

12.2. Criteria for Eligibility. An employee must have completed the probationary period in order to be eligible for participation in educational assistance. Courses must be job related to the employee's present position. An employee must submit in writing, at least four (4) weeks prior to the commencement of the course, a written request for educational assistance stating the course and its contents and an estimate of the cost along with dates of attendance. Justification for participation must also be presented. Such a request must be approved in advance by the supervisor. Notification will be given to the employee within ten (10) working days. Proof of successful completion must be presented prior to reimbursement for expenses.

12.3. Credit for Training. Participation in and successful completion of courses shall be considered in making advancements and promotions. Evidence of successful completion of training programs shall be filed by the employee with the City Clerk and made a part of the employee's personnel file.

12.4. Mandatory Educational Requirements. In the event an employee is required to participate in educational training as part of their employment, such costs and expenses will be paid by the City. Wages will be paid at the regular or applicable overtime rate of pay for all hours in attendance and related travel time.

12.5. In-Service Training. Periodically, the City may sponsor training programs for employees in the unit. Workers may be required to attend. In this event, all training expenses shall be paid by the City. Wages will be paid at the regular or applicable

overtime rate of pay for all hours in attendance at the meeting, workshop, etc. No travel or subsistence allowance shall be paid for when training in Mt. Ayr.

12.6. Classification/License Fees. The cost of any specialized certification or license required by the employer will be paid by the employer. Employees will be paid an additional twenty-five cents per hour above their regular wage rate for each grade of water or sewer operator certification, and certified pool operator license. The additional twenty-five cents per hour for the certified pool operator license shall apply from April 1 through September 30 and this additional pay shall not be included in calculating benefits other than for overtime during these months.

ARTICLE XIII
GENERAL PROVISIONS; TERMS OF CONTRACT; WAGES

13.1. Complete Agreement. The parties acknowledge that during negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the Understandings and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed the agreement. Notwithstanding the foregoing, this agreement may be amended, modified, or supplemented at any time by mutual agreement of the parties if such agreement is reduced to writing and signed by the parties.

13.2. Separability and Savings. In the event any provisions of this contract conflict with the existing laws of the United States or the State, as determined by a court or other governmental agency of competent jurisdiction, that part of said contract in conflict therewith shall not be applicable until such laws be changed, either by legislative action or judicial interpretation. It is specifically agreed, however, that all provisions of said contract not in conflict with the applicable laws shall be enforceable, and only that part that conflicts with said laws be unenforceable; and nothing contained in this contract shall be construed as to require the City or the Union to violate any applicable laws. Both City and Union state that it is their intent to comply with all existing laws.

13.3. Termination. Except as otherwise provided, this agreement shall become effective on the 1st day of July, 2005, and thereafter remain in full force and effect through the 30th day of June, 2007, and shall automatically be renewed year to year thereafter unless on or before September 1 prior to the expiration date either party gives notice in writing of a desired change in or termination of this agreement.

13.4. If the agreement is reopened as provided in Section 13.3, such amendments as are proposed shall be furnished with such notice, but this shall not be interpreted to mean that new or revised proposals cannot be presented in the course of negotiations. Negotiations with regard to renewal agreement should start not later than the end of September prior to the expiration of the agreement.

13.5. Wages. Effective July 1, 2005 all employees covered by this agreement shall receive wages as follows:

Classification	Wage Rate Effective	
	07/01/05	**07/01/06**
City Worker - Street Department	$12.30	$12.75
City Worker - Sewer Department	12.30	12.75
City Worker - Water Plant Operator	12.30	12.75
Part-time City Worker - Water Plant Operator	11.94	12.39
Office Worker	11.25	11.70
Regular Part-time Office Worker	10.22	10.67
Part-time Meter Reader	11.50	11.95

A person working as foreman will be paid an additional 25 cents an hour above his/her regular base and specialized wage.

The City will pay all employees an additional monthly rate based on longevity of service as follows:

5 years	$ 20
10 years	$ 40
15 years	$ 60
20 years	$ 80
25 years	$100

All current City of Mt. Ayr employees will be grandfathered to retain current contract longevity rate as follows until individuals have achieved equivalent status under the new formula:

5 years	25 cents per hour
10 years	35 cents per hour
15 years	45 cents per hour
20 years	50 cents per hour

All reference to police officer positions have been removed from the agreement because the City no longer employees anyone in that capacity. The parties agree, however, that the language and wages will be renegotiated prior to hiring any future officers.

Effective July 1, 1999 a joint committee will be designated to review and make recommendation to the City and Union regarding health insurance. The joint committee will comprise of two (2) management representatives and two (2) union representatives.

Agreed to this 31 day of January, 2005.

City of Mt. Ayr

Jodie Webster

IBEW Local Union No. 55

Lisa Drake

Sandy Opstvedt

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
MAY 2 5 2005