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GRINNELL / PPME (PUBLIC WORKS) 05-07

COLLECTIVE BARGAINING AGREEMENT

Between the

City of Grinnell

and

Public Professional and Maintenance Employees

Local Union No. 2003

IUPAT

July 1, 2005 to June 30, 2007

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AGREEMENT

THIS AGREEMENT entered into by and between the City of Grinnell, Iowa, hereinafter referred to as the "Employer", and Public Professional and Maintenance Employees Local Union No. 2003, IUPAT, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representatives for wages, hours and other terms and conditions of employment as specified in the Agreement for City of Grinnell employees including: all regular employees of the City of Grinnell in the following areas: Water, Public Service, (to consist of Street, Solid Waste, Cemetery and Parks), Wastewater Treatment, and Building Maintenance. Excluding the Fire Chief, Fire Drivers/Dispatchers, Deputy City Clerk, Director of Building & Planning, City Planner, Recreation Director, Assistant Recreation Director, Public Service Supervisor, Wastewater Supervisor, Water Supervisor, Water/Wastewater Superintendent, all secretarial, clerical, confidential and other employees excluded by the Act.

ARTICLE 2
SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

During the term of this Agreement, mandatory subjects of bargaining under Chapter 20, Code of Iowa, shall not be changed except by mutual agreement of the Employer and the Union.

ARTICLE 3
NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Whenever any violation of this Article is alleged, the Employer and the Union agree that resolution of the alleged violation shall be pursued initially by the aggrieved party as provided by State and Federal law, however, this does not preclude any individual from seeking the Union as legal representative in these matters.

ARTICLE 4
EMPLOYER RIGHTS

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

ARTICLE 5
GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application, or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following Procedure:

Informal: An employee shall discuss a complaint or problem orally with their immediate supervisor or their designated representative within twenty-four (24) hours following its occurrence in an effort to resolve the problem in an informal manner.

GRIEVANCE STEPS

Step 1. If oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or Union shall present a grievance in writing to the Employee's immediate supervisor within five (5) working days following oral discussion. Within five (5) working days after presentation of the written grievance, the Employer will answer the grievance in writing.

Step 2. If the Employer's answer in Step 1 fails to resolve the grievance, the Union and/or the aggrieved employee shall refer the grievance to the City Manager within five (5) days of the receipt of the Step 1 answer. Following a meeting with the aggrieved employee and/or Union and City Manager or their designated representative, the City manager or their designee shall answer the grievance in writing within ten (10) working days.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within ten (10) working days after the date of the City Manager's answer given in Step 2.

It is expressly agreed and understood that no employee or Union shall have the right to compel arbitration of a grievance without written consent of the other. An aggrieved employee may elect not to have a Union representative present at grievance meeting(s).

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it may automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party of notice of referral of a case to arbitration to select an arbitrator or to request in the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of five (5) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible, otherwise, by the parties alternately eliminating names from the list.

After each party has eliminated the names of two (2) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the requesting party, except the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

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

ARTICLE 6
DUES CHECK OFF

The City will make monthly deductions from the wages of each employee covered by this Agreement who has provided the City with a valid written authorization for monthly Union dues and initiation fees in the amounts certified in such authorizations, and remit such money with a list of all employees in the bargaining unit, indicating those employees from whom dues were deducted, to the Union not later than the fifteenth (15th) day of the succeeding month. The list shall indicate the name, current address, hourly rate of pay, and amount of dues deducted for each employee for whom dues have been withheld noting any additions or deletions from the previous month with a notation as to the reason for the deletion. Any such authorization may be revoked by an employee at any time upon their thirty (30) day written notice to the City, and shall automatically be canceled upon termination of employment. The Union agrees to indemnify and hold harmless against any claims or liabilities arising out of the operation of this Article.

ARTICLE 7
PROBATIONARY PERIOD

Employees shall acquire seniority after completing on a regular basis a six (6) month probationary period. An employee in a probation period may be terminated and no grievance or obligation to recall concerning such termination may be filed by the Union on their behalf.

ARTICLE 8
SENIORITY - LAYOFF AND RECALL

Seniority means an employee's length of continuous service with the City since their last date of hire. Seniority shall be administered on a Bargaining Unit basis. Regular part-time employee's seniority shall be pro-rated as a percentage of the full-time (2,080 hours per year) employee.

A regular full-time employee is one who is scheduled to work a minimum of 1,560 hours per year. A regular part-time employee is one who is scheduled to work less than 1,560 hours per year. Regular part-time employees are only eligible for sick leave, vacation, and holiday benefits, established on a pro-rated basis.

The Union shall be furnished with a seniority list and job classification of all employees covered by this Agreement within thirty (30) days of July 1 each year, and the Union shall receive notice when employees are to be laid off or recalled. The same list shall be provided to each department covered under this Agreement. A bulletin board will be provided at each site for the posting of this list.

Employees shall have twenty (20) days from the date of the posting to object to the seniority list. If objection is made and the Employer is unable to satisfy the objections within twenty (20) days from the date of the objection, the employee may file a grievance in accordance with the Grievance Procedure in the Agreement.

Seniority of service of an employee may terminate at the discretion of the City if the employee:

1. Voluntarily terminates.

2. Is discharged for cause.

3. Is absent for two (2) days without notifying the City.

4. Fails to report to work on the next scheduled workday at the completion of a leave of absence or a vacation.

5. Is laid off for more than twelve (12) months.

6. Retires.

7. Fails to return to work, following a recall, within five (5) calendar days of receipt of a certified letter.

When the working force is being reduced by elimination of a position in a job classification(s) or reduction in hours to part-time status, the Union and the affected employee(s) shall be notified in writing at least thirty (30) calendar days in advance of

the layoff, or in the case of an emergency no less than five (5) calendar days. Notification shall be given by regular mail service. Employees will be laid off in the following order: 1) temporary; 2) probationary; 3) regular part-time; 4) regular full-time. No regular full time employee shall be laid off in any job classification until all temporary, probationary and part-time employees in the classification have been removed. For a reduction in hours to be considered a layoff, the reduction must result in the employee's status changing from full-time to part-time.

The employee with the least bargaining unit seniority in the classification affected shall be the first removed, and so forth, in order of seniority. The employee removed can then replace the employee with the least bargaining unit seniority in an equal or lower paid job classification provided the Employer determines that the employee is qualified to perform the work and the employee has greater seniority than the person being bumped.

An employee who is bumped retains their bumping rights. An employee who is laid off or bumped shall have five (5) working days to notify the City in writing of the specific position which they wish to bump into in order of preference. An employee exercising a bump shall be given a 30-calendar day trial period with orientation to the job duties. If the employee cannot successfully perform the job duties after thirty (30) calendar days, they shall be laid off and the bumped employee recalled. Full-time employees who exercise bumping rights, who are laid off or have their hours reduced to part-time status, retain the right to bump back into the position the employee left if the same position reopens. Temporary and probationary employees have no recall rights. Part-time employees have no bumping rights. Part-time employees who are laid off only have recall rights to part-time positions. Employees who are not in active employment status and who have current recall rights shall be offered recall to all vacancies or newly created job classifications remaining after completion of transfers pursuant to Article 15.

Upon recall from layoff, employees will be returned to work in reverse order from which they were laid off if it is determined by the Employer that these employees are qualified to perform the work available. Refusal to accept recall to a job classification equal in status for which the employee meets the minimum qualifications shall cause a forfeiture of the employee's recall rights. Employees to be recalled shall be notified as far in advance as possible by notice in writing, sent by certified mail, to the last address shown on the Employer's records. It is the employee's responsibility to provide forwarding information for the mail service. If a Notice of Recall cannot be delivered as specified, the Employer shall not be held responsible and will not be required to recall the individual.

ARTICLE 9
LEAVES

SICK LEAVE

GENERAL - Any regular employee of the City shall be granted leave of absence from duties on account of sickness upon completion of thirty (30) days work at the rate of one day at the end of each succeeding month up to a maximum accumulation of one hundred twenty (120) days.

Sick leave shall be granted upon the approval of the employer for sickness or injury disabling the employee to an extent, which prevents their performing their duties as such. Written proof of such sickness or injury from a doctor may be required of the employee by the employer. Prior to returning to work, the employer may require the employee to furnish a doctor's statement certifying the employee physically able to perform the duties of their position.

When an employee cannot report for work, they or some responsible member of their family must notify the employee's department at least sixty (60) minutes prior to start of working day. Failure to do so may be cause for the denial of sick leave pay.

SERIOUS ILLNESS OR INJURY AT HOME - In case of serious illness, injury or other disability to a member of an employee's immediate family residing at their home, a regular employee may be granted leave with the approval of the Council or City Manager, chargeable against the employee's regular sick leave, not to exceed three (3) days in any one (1) calendar year.

UNUSED SICK LEAVE AT TERMINATION OF EMPLOYMENT - When an employee terminates employment or retires with a thirty (30) day notice provided to the Employer and said employee has accumulated unused sick leave, such employee will be paid in total or by two (2) monthly payments, at Employer's option, for such unused sick leave up to ninety (90) days. The rate of pay shall be 50% of the normal rate of pay the employee is receiving at the date of termination. An employee shall also have the option of using the equivalent amount of sick leave pay as described, to pay for continuing health insurance premiums if said employee is eligible for said insurance under COBRA continuation coverage, or until age 65 as set out in the Iowa Code, Chapter 509A.13. The City shall not be required to pay for health insurance premiums beyond the time provided under COBRA or Chapter 509A.13 of the Iowa Code. If the employee dies or reaches the age of 65 before the full amount of the fund has been used for medical insurance premiums, the balance of the fund shall revert to a beneficiary as designated by the employee. Medical insurance payments shall be issued only to the company that is selected by the City of Grinnell as the Employer's Plan and shall be determined to be the same option (individual or family) as held by the employee on the date of termination of service.

EXAMINATION BY CITY - The City reserves the right to require an employee on sick leave be examined by a doctor of the employer's choice to determine the nature of illness or to determine whether the employee is in condition to return to work and assume the duties of their job. If the employee is required to be examined by the employer's doctor, the City shall pay the cost of examination.

ABUSE OF SICK LEAVE PRIVILEGES - Abuse of sick leave privileges may be cause for dismissal.

MATERNITY LEAVE - Sick leave may be used for maternity leave.

WELLNESS BONUS - Employees who have reached a 90-day (720 hr.) maximum accumulation of sick leave shall be eligible for a wellness bonus. In the event that the eligible employees make no claim for sick leave during a three-month period, the employee shall be entitled to an additional four hours of vacation as a bonus for the absence of sickness claims for the three-month period.

FAMILY AND MEDICAL LEAVE - An unpaid leave of absence will be granted to employees if requested for the following reasons:

1) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

2) Because of the placement of a son or daughter with the employee for adoption or foster care.

3) In order to care for the spouse, son or daughter or parent of the employee if such has a serious health condition.

4) A serious health condition that makes the employee unable to perform the employee's job.

Prior to leave being granted for one of the above reasons, a Request for Personal Medical Leave form must be completed and the City must determine that the request meets the qualifications of the Family Medical Leave Act of 1993. Definitions to determine if an employee is eligible for leave will be definitions as stated in the Federal Register.

The City of Grinnell may, at the City's expense, require the employee to obtain the opinion of a second health care provider chosen by the City. If the two health care providers disagree about any of the information in the certification, the parties may mutually select a third medical provider at the employer's expense. The decision of the third provider shall be final and binding.

This unpaid leave of absence will be provided (if all conditions are met) for up to twelve (12) weeks during the calendar year beginning January 1, and ending December 31, only to eligible employees who have worked for the City of Grinnell for at least one (1) year (1,250 hours) in the previous twelve (12) month period. The maximum twelve (12) week period is determined to be sixty (60) work days. The workday is determined by the average regular hours worked per day by the employee in the proceeding twelve (12) month period.

The Employee may be required to provide thirty (30) days advance notice when the leave is foreseeable.

If approval is given for an employee to take a leave of absence under this provision, said employee may elect to use accumulated leave in the following order: sick leave, vacation leave, personal leave, and compensatory time. Such election shall be in writing to the Employer.

If FML leave is taken, due to the medical condition of the employee, the employee must provide doctor's certification to the City of Grinnell that the employee is able to return to work and is able to resume the essential functions of their job.

Intermittent leave will be determined under the provisions of the Federal Act. (Example: therapy sessions every afternoon at 2:00 p.m.)

When an employee is on FML, and all paid leave has been exhausted, or the employee elects unpaid leave greater than one full calendar month, the accrual of vacation, sick leave, seniority or other benefits will not be in effect. Insurance benefits (Health Insurance and Life Insurance) will remain in effect during the time of the leave. Paid holidays occurring during a FML in which the employee has designated paid leave shall be treated as paid holidays and not part of the FML.

WORKER'S COMPENSATION

An employee who is injured on the job and who qualifies and receives worker's compensation benefits, shall be allowed to use their regular sick leave time, provided they have unused sick leave available, to receive pay for the initial three (3) days they are absent from work due to injury. Worker's compensation does not cover the initial three (3) days, unless injury causes the employee to be absent for fourteen (14) consecutive workdays. Should the injury cause absence beyond the fourteenth day, the individual is then entitled to recover the initial three (3) days' benefits through worker's compensation and recover the three (3) sick leave days used, provided they return worker's compensation checks for those initial three (3) days to the City. Employees may supplement worker's compensation benefits with accrued sick leave or personal leave, vacation, or earned compensatory time by written notification to the City Clerk. The total compensation received shall not exceed the employee's regular pay. Employees absent due to worker's compensation injury shall accrue, but may not use as a supplement sick leave, personal leave, vacation or other leaves of absence.

FUNERALS

Employees may be allowed time off with pay for funerals according to the following schedule: Up to five (5) days due to the death of the employee's spouse, or their children; up to three (3) days due to the death of an employee's or their spouse's grandparents, parents, grandchildren, brothers or sisters and effective July 1, 1992 the relatives of step-parents and step-children; up to one (1) day to attend the funeral of a close relative (limited to aunt, uncle, or cousin, and effective July 1, 1992 the relatives of nieces and nephews, with whom an employee has had a close personal relationship); up to one-half (1/2) day to participate in the funeral services (casket bearer, military or fraternal rites) for funerals held within the county; up to one (1) day to participate in the funeral services as a casket bearer for funerals held outside of the county with the employee attaching a "memorial program" to the daily time ticket of the day where leave was taken showing participation in the funeral service; up to two (2) hours to attend other funerals the employee feels a need to attend with advance approval of their immediate supervisor. Arrangements shall be made in advance with department head. Employee must state relationship and/or reason absent on the absent card. Abuse of the above privileges shall be cause for dismissal.

JURY DUTY

A full-time employee who is selected for jury duty shall receive a paid leave of absence for the time they spend on such duty. The employee may be required to either return to the City the amount of jury duty pay, or they may receive from the City only the difference between their regular pay and jury duty compensation.

MILITARY DUTY

A City employee will be allowed time off and pay as provided by state or federal law.

UNION LEAVE

Employees selected by the Union to represent the Bargaining Unit (up to 3 employees) during collective bargaining negotiations shall be released, with pay, during their normal working hours to attend meetings mutually scheduled with the Employer and shall be released with pay, up to twenty (20) hours per employee of straight-time pay during their normal working hours to attend meetings mutually scheduled by the Employer and the Union for the purpose of negotiations, mediation, fact-finding and arbitration.

ARTICLE 10
BULLETIN BOARDS

Upon approval by City Manager or their designee, the Union shall be permitted to post official union notices on bulletin boards in employee reporting stations. Union notices must be signed by the Union representative of Local Union 2003 or their designee.

ARTICLE 11
VISITATION

The Business Representative of the Union, who has been previously identified by the Union to the City Manager or their designated representative for each visit, will be permitted to visit the jobs or shops to ascertain compliance to the Agreement. Said Union representative is not to interfere with Employer's operation.

ARTICLE 12
INJURY REPORTING

Injuries due to work related activities, which are immediately evident, must be reported to the immediate supervisor's office on the same day the injury is sustained. An injury, which is not immediately evident (for example, muscle strain), which at some later point becomes evident, must be reported within 48 hours of the alleged incident that caused the injury.

ARTICLE 13
EVALUATION

The Employer shall develop and administer a performance evaluation instrument based upon appropriate job descriptions. Probationary employees shall be evaluated upon the completion of the probationary period. All other employees shall be evaluated annually in conjunction with the employee's date of hire by the City. Department heads shall not individually create evaluation forms for use exclusively within their department. The result of the evaluation shall be discussed with the employee within two weeks of the employee's anniversary of hire by the City. The evaluation instrument shall contain ample space for the employee to write rebuttal comments and the employee shall be given every opportunity to do so. Performance evaluation results shall not be used in conjunction with in-grade pay increments nor disciplinary actions.

ARTICLE 14
TRAVEL TIME

Travel time from point of origin to site of work and return shall be considered part of the working day. Point of origin for all workers shall be the respective location to which each employee may be assigned. An employee shall be paid at the maximum cents per mile as allowed by the IRS for all employer required use of the employee's personal vehicle.

ARTICLE 15
TRANSFERS

An employee temporarily transferred for a period of twenty (20) consecutive working days or more to a higher job classification shall, after the twenty (20) days, draw the rate of pay of the higher job classification or fifty cents ($.50) per hour, whichever is greater, so long as they continue to fill that higher job classification. If temporarily transferred to a lower job classification, the employee will not suffer a reduction in rate.

No vacancy or newly created job classification in the bargaining unit shall be filled by hire from outside of the unit until current employees have been given an opportunity to request a transfer from their present position. The Employer shall post a notice for five (5) days on all designated bulletin boards allowing employees to request a transfer during the five (5) day period. The Employer will transfer the most senior qualified employee, as determined by the Employer, who is qualified to perform the job. All employees requesting a transfer shall be notified of acceptance or denial prior to consideration of outside applicants.

A vacancy or newly created job which is not filled within one hundred and twenty (120) calendar days of the original posting shall be re-posted pursuant to this Article whenever the Employer determines to again attempt to fill the position.

An employee who successfully transfers to a different job classification shall move to the pay step that is closest to the employee's current wage rate. If such movement results in the employee moving to the first or second step in a job classification, then the employee shall be required to serve the appropriate amount of time on that step before advancement to the next higher step. An employee who transfers shall be evaluated upon the completion of a 30-day trial period. If the employee, in the determination of the Employer, is unable to perform the job satisfactorily, said employee shall be returned to their former job. An employee who is forced by a layoff to bump to a different job classification shall be reduced no more than one step in pay and such reduction shall be no longer than the thirty (30) day trial period.

ARTICLE 16
HOURS OF WORK

The normal work week shall consist of forty (40) hours. The Employer shall publish specific work schedules and provide at least seven (7) days advance notice for any changes in the normal schedule.

ARTICLE 17
OVERTIME

Overtime shall be paid for at the rate of time and one-half (1-1/2) the employee's straight time hourly rate for hours worked in excess of forty (40) hours in any one work week. Base wage, longevity, and merit pay shall be combined to form the hourly rate used to calculate overtime. Vacation time, sick leave, compensatory time and paid holiday shall count as time worked for computing overtime.

Employees may elect to take overtime pay in either cash payment or compensatory time at the overtime rate. Compensatory time shall be placed in a compensatory time bank for use at a time mutually agreed to by the employee and the employee's supervisor. The maximum accumulation in the compensatory time bank for any employee shall not exceed sixty (60) hours.

Employees called in to work outside of the regularly scheduled hours of work shall receive a minimum of one (1) hour of work or one (1) hour of pay at the overtime rate.

ARTICLE 18
REST PERIODS

Two fifteen (15) minute rest periods shall be granted per workday. Time and place to be set by the employee's immediate supervisor. Rest periods must be used when designated and cannot be accumulated for later use.

ARTICLE 19
HOLIDAYS

Employees shall be granted leave of absence with pay on the following designated holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, one-half day on Christmas Eve, Christmas Day, one-half day on New Year's Eve, and two (2) personal days. When any of the named holidays falls on Sunday, the leave shall be granted on the Monday following, and if any of the named holidays falls on Saturday, the leave shall be granted on the preceding Friday. Holiday allowance will not be paid when an employee is absent on either of their

scheduled workdays, which immediately precede or follow the holiday, unless such absences are excused.

An employee is entitled to holiday credit and compensation if a recognized holiday falls within a vacation being taken by the employee.

If an employee is required to work on a holiday, the employee shall receive the regular holiday pay, plus payment at the overtime rate for all hours worked on the holiday.

ARTICLE 20
VACATION

All employees who are regular full time or are regular part-time shall be granted vacation with pay as follows:

Employees who have completed one (1) year of continuous service shall receive five (5) working days of paid vacation.

Employees who have completed two (2) years of continuous service shall receive ten (10) working days of paid vacation.

Employees who have completed seven (7) years of continuous service shall receive fifteen (15) working days of paid vacation.

Employees who have completed fifteen (15) years of continuous service shall receive twenty (20) working days of paid vacation.

Employees who have completed twenty-five (25) years of continuous service shall receive twenty-five (25) working days of paid vacation.

An employee is not eligible for paid vacation until they have completed twelve (12) consecutive calendar months of service. Therefore, an employee will not accrue additional vacation until they have completed an additional twelve (12) consecutive calendar months of service.

The rate of vacation pay shall be the employee's regular rate of pay as defined in Article 26 (Wages) in effect for the employee's classification on the work day immediately preceding the employee's vacation.

Vacation periods are to be granted and scheduled by the employee's immediate supervisor, taking into consideration the department's workload, the employee's request and the seniority of the employee.

All employees shall provide their immediate supervisor with thirty (30) days advance notice for the dates on which that employee desires to take vacation, except that only twenty-four (24) hour notice shall be necessary to request two (2) consecutive days or less of vacation. Vacation may be taken in hourly increments. If more than two (2) days of vacation are requested, the supervisor shall reply in writing to the request within five (5) working days.

Vacation time must be taken within a twelve (12) month period after completion of the work year in which it is earned. Vacation time not used by the employee within this period is lost, unless the Employer approves the carry-over to improve efficiency of operation of the department. No employee shall be entitled to vacation pay in lieu of vacation except upon leaving employment of the city as set forth below.

Upon thirty (30) days advance written notice to the Employer, an employee who quits or is laid off is entitled to vacation pay or vacation earned, but not used, on the date of their termination.

ARTICLE 21
SAFETY EQUIPMENT

The Employer will supply required safety equipment, except that if prescription rather than non-prescription safety glasses are needed by the employee, the Employer shall contribute to the purchase of said prescription safety glasses only the cost of non-prescription safety glasses normally purchased by the Employer.

Violation of safety rules, including the improper use and/or non-use of safety equipment, shall be cause for disciplinary action.

ARTICLE 22
SAFETY COMMITTEE

A safety committee will be responsible for meeting to evaluate department safety, make plans and recommendations, and counsel as necessary concerning the effective administration of the safety program. The committee will consist of two people elected from the bargaining unit and two appointed from the employer.

Meetings will be held as necessary. All violations or potential violations of applicable safety rules and regulations should be initially referred to the employee's immediate supervisor. In the event the matter remains unresolved following the referral to the supervisor, the matter may be referred to the safety committee.

Employees elected to the committee shall serve without loss of pay.

ARTICLE 23
INSURANCE

Under a group medical insurance plan, the employer will pay the cost of medical insurance for the individual full time employee. The policy will be selected by the Employer. The policy will provide the benefits of a Blue Cross/Blue Shield Alliance Select policy, or comparable benefits, which shall at a minimum provide:

Coinsurance

90/10 for Alliance Select provider otherwise 80/20 for non Alliance Select provider.

Deductibles	$250 Single $500 Family
Out-of-Pocket Maximum	$1,000 Single $2,000 Family
Lifetime Benefit Maximum	$1,000,000 per member

Chiropractic Coverage

The employer shall pay one hundred percent (100%) of the single rate. The employee shall have the option of insuring under this same plan, their family or dependents. If this option is exercised, the Employer shall pay seventy percent (70%) of the additional cost for family insurance coverage. The employee shall pay thirty percent (30%) or One Hundred Forty-five Dollars ($145.00) per month, whichever is less, for family insurance coverage.

If the employee exercises their option for purchase of family insurance under the employer's group plan but fails to maintain their share of the premium payment for said family coverage, the Employer shall not be responsible to pay or cover said delinquent amounts and the Employer shall be indemnified and held harmless by said employee for the forfeited family coverage or any consequences thereof.

If the employee elects not to have family insurance coverage under the city plan, the Employer will pay to that employee an additional wage equal to the cost contributed by the Employer for family insurance coverage, less the Employer's share of F.I.C.A. and I.P.E.RS.

Under a group life insurance plan, the City will pay the cost of $15,000.00 of life insurance for the individual full time employee. The policy will be selected by the Employer.

ARTICLE 24
UNIFORMS

Uniform and laundry service will be furnished by the City for all full-time employees. The type and number of uniforms will be determined by the Employer.

ARTICLE 25
STANDBY PAY

Employees on standby who are restricted to stay within ten miles from the workplace will receive $30.00 per day that they are on standby. If the employee on call fails to sign in or is not available when called, the next employee on the list will be called and will receive said compensation. The employee on call will check all calls before they call any additional employees if help is needed. If help is required, the employee will call additional help to accomplish the job. If the employee cannot locate additional help, they shall call the Public Service Supervisor immediately. The $30.00 per diem will be in addition to overtime, if the employee on call is actually called and required to work.

The employee on call will have supervisory authority over all other employees called to help except for their supervisors. If the employee on-call desires to transfer the supervisory authority to another employee who has been called in, other than a supervisor, the person assuming command will communicate with the person being relieved face to face. The person with supervisory authority being replaced will brief the person assuming the supervisory duties. Transfer of this supervision is not complete until the employee assuming the supervisory position acknowledges that they understand the situation.

All employees are subject to call for emergencies with no department exempt and if so called shall be paid overtime but not the additional compensation set forth above unless an employee is on standby call as set forth herein.

ARTICLE 26
EMPLOYEE HOURLY BASE WAGE SCHEDULE

Effective July 1, 2005

	0-12 mo.	13-24 mo.	+24 mo.
Public Service Department			
Assist. Supervisor Public Service	---	---	16.03
Assist. Street/Solid Waste Foreman	---	---	15.93
Res. Solid Waste Operator	13.83	14.48	15.83
Mechanic	13.73	14.33	15.73
Grounds Keeper	---	14.93	15.93
Street Maintenance	13.63	14.18	15.18

Sweeper Operator	13.53	14.03	15.03
Laborer	13.28	13.78	14.78
Water & Wastewater Department			
Assistant Supervisor	---	14.83	15.83
Operator III	13.58	14.58	15.73
Operator II	13.48	14.48	15.58
Operator 1	13.38	14.43	15.43
Meter Person	13.28	13.78	14.78
Apprentice	13.18	---	---
Building Maintenance Department			
Assistant Building Maintenance Supervisor	---	12.65	13.55
Building Maintenance	12.31	12.65	13.37
Custodian	9.68	9.93	10.68

Effective July 1, 2006

	0-12 mo.	13-24 mo.	+24 mo.
Public Service Department			
Assist. Supervisor Public Service	---	---	16.53
Assist. Street/Solid Waste Foreman	---	---	16.43
Res. Solid Waste Operator	14.33	14.98	16.33
Mechanic	14.23	14.83	16.23
Grounds Keeper	---	15.43	16.43
Street Maintenance	14.13	14.68	15.68
Sweeper Operator	14.03	14.53	15.53
Laborer	13.78	14.28	15.28
Water & Wastewater Department			
Assistant Supervisor	---	15.33	16.33
Operator III	14.08	15.08	16.23
Operator II	13.98	14.98	16.08
Operator 1	13.88	14.93	15.93
Meter Person	13.78	14.28	15.28
Apprentice	13.68	---	---
Building Maintenance Department			
Assistant Building Maintenance Supervisor	---	13.15	14.05
Building Maintenance	12.81	13.15	13.87
Custodian	10.18	10.43	11.18

Any employee certified in both water and wastewater, shall receive an additional ten cents ($.10) per hour premium pay. Article 27 of this contract shall only apply to one license - either water or wastewater. The city will not pay for a license, CEUs, attendance time or related expenses for a water and wastewater certification for the same employee.

In addition, the parties agree that new positions created by re-structuring of job classifications shall be open to bid by current employees.

LONGEVITY PAY

Effective July 1, 2002, employees with the required number of years of service with the City of Grinnell shall receive the following addition to the employee's hourly wage rate:

After completion of 5 years of service.....9 cents per hour
After completion of 10 years of service.....18 cents per hour
After completion of 15 years of service.....27 cents per hour
After completion of 20 years of service.....36 cents per hour
After completion of 25 years of service.....45 cents per hour

Employees with less than five (5) years of service on July 1, 2002 will continue to receive longevity pay at their cents per hour rate as of June 30, 2002, but will not receive any additional increases in longevity until completing their respective fifth (5th) year of service.

ARTICLE 27
LICENSING AND TRAINING

GENERAL - All water and wastewater employees, excluding the water meter reader, shall obtain an operator's license as required by state law. Said employees shall be certified in a grade no less than a Grade II level.

Employees in the Apprentice and Operator I classification must take the Grade II certification exam as soon as they meet the exam eligibility requirements. An apprentice may elect to take a Grade I exam prior to taking a Grade II exam. An employee failing the initial examination for either a Grade I or Grade II license must retake the exam at the next examination session available. Should a third exam be necessary, the employee must retake the exam at the succeeding examination session. Failure to pass three consecutive certification exams at any grade level shall be just cause for dismissal

Employee attendance at any basic training course, CEU workshop or license examination shall be at the discretion of the Employer. Failure to attend a required training, educational or examination session, including attendance required on an employee's scheduled day off, shall be cause for disciplinary action.

BASIC TRAINING - If employees in the Apprentice classification attend the basic training course sponsored by the Iowa Department of Natural Resources, then the Employer shall pay for any registration, meal and/or lodging expense incurred by an employee attending said course.

LICENSE EXAMINATION - The Employer shall pay for any transportation, meal and/or lodging expense by an employee taking a Grade I or Grade II certification exam. The Employer will reimburse the employee for the examination fee, provided the employee passes the exam. Reimbursement will not be made to employees who fail to achieve certification. The initial license fee and the annual renewal fee shall be paid by the Employer, provided the employee maintains a valid license.

CONTINUING EDUCATION UNITS (CEU) - All certified operators must obtain the necessary number of CEUs as required by state law in order to maintain a valid license. Failure to maintain a valid license shall be just cause for disciplinary action, including dismissal. The Employer shall pay for any registration, transportation, meal and/or lodging expense incurred by an employee attending a course or workshop for the purpose of acquiring CEUs.

WORK TIME - The Union and the Employer agree that cooperative effort on the part of the employees with the Employer is to be made to minimize loss of work time due to attendance at any of the above training, educational or examination sessions. Repeated failure to cooperate may be cause for disciplinary action. In the event that all alternatives to loss of work time have been exhausted, the Employer shall pay the employee for those regularly scheduled hours lost due to state required attendance at any of the above training, educational or examination sessions.

The Employer shall not pay any actual expenses incurred by an employee in attendance at any of the above sessions, unless a receipt for said expenses is presented.

SPECIAL TRAINING - If, in the interest of the City, the Employer deems it advantageous to require an employee to attend any educational activity for the purpose of acquiring special training, the employer will pay for any expenses incurred by the employee attending the special training activity, including any loss of work time.

FEDERAL COMMERCIAL DRIVER'S LICENSE - City employees required to replace their state-issued chauffeur's license with a Federal Commercial Driver's License shall be released from work with no loss of pay or benefits to take any required written or driving tests, and further, the Employer agrees to provide at no cost to the employee a vehicle to take any required driving tests.

TRAINING IN OTHER JOB CLASSIFICATIONS - Employees who indicate an interest in receiving training in the skills and duties of a different job classification shall indicate such interest on the employees' annual evaluation form. Employees who indicate such an interest may, at the employer's discretion, be given reasonable opportunities under direct supervision to learn the skills and duties of the indicated job classification.

ARTICLE 28
UTILITY BENEFIT

The Employer shall pay to the employee an amount equal to seventy- five percent (75%) of the quarterly bill for water, sewer, and garbage service to each employee within the Unit, provided that said employee resides in a house or apartment which is connected to a city water main and is billed for the service. No allowance will be made if the employee resides in a unit or dwelling which does not receive these services or if the employee pays for the services in the form of rent or by other arrangements. If an employee, however, allows the balance of his utility bill to become delinquent, such delinquency shall be grounds for denial of this benefit to the employee. Likewise, if it becomes apparent that this benefit must be discontinued due to any illegality in the operation thereof said benefit shall be discontinued immediately; the Employer will so inform the Union and the Union shall not make such discontinuance based on illegality a basis of a grievance.

ARTICLE 29
CONTRACT PERIOD

This contract shall be in full force and effect as of July 1, 2005, and shall continue to be binding upon the Employer, the Union and Employees covered by this contract through June 30, 2007.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on this 14th day of April, 2005.

CITY OF GRINNELL

By Gordon R. Canfield
Gordon R. Canfield
Mayor

By Russell L. Behrens
Russell Behrens
City Manager

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL UNION NO. 2003 INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES AFL-CIO

By Joseph C Rasmussen
Union Representative

By _____

By _____

By _____