Spencer	Spencer Empl. Assn., Inc. (Public Works)	7/1/2004	6/30/2007

SPENCER / EMPL. ASSN. 04-07

COPY

COLLECTIVE BARGAINING AGREEMENT
CITY OF SPENCER
AND
SPENCER EMPLOYEES ASSOCIATION, INC.

This agreement is made this 19th day of April, 2004, between the City of Spencer, Iowa, (Employer) and the Spencer Employees Association, Inc. (Association).

The Employer hereby recognizes the Association as the sole and exclusive collective bargaining agent for the bargaining unit established by the Iowa Public Employment Relations Board in case 813, as amended. The parties agree that they will jointly apply for an amendment of the bargaining unit to delete the position of the city building inspector from the bargaining unit.

ARTICLE I
SCOPE OF AGREEMENT

The Employer and the Association acknowledge that during the negotiations resulting in this agreement, each party enjoyed an unlimited right and opportunity to make requests and proposals with respect to any and all subjects and matters not removed by law from the area of negotiations; and that all understandings and agreements arrived at between the parties after the exercise of those rights and opportunities are set forth in this agreement.

Therefore, the Employer and the Association, for the duration of this agreement, each voluntarily and unqualifiedly waive the right to bargain further and each agrees that the other shall not be allowed to bargain or attempt to bargain with respect to any subject or matter referred to or covered in this agreement, even though said subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this agreement. However, this article is not intended to prohibit discussion between the Employer and the Association in regard to existing practices or changes affected by either the legislature or the courts during the term of this agreement.

ARTICLE II
GRIEVANCE PROCEDURE

It is mutually agreed that all grievances, as herein defined, arising during the term of this agreement shall be resolved in accordance with the following procedure.

A. **DEFINITION**: A "grievance" shall mean a complaint that there has been a violation of any of the provisions of this agreement or any of the provisions of the personnel policy manual which effect pay.

B. **SCOPE AND TIME LIMITATIONS**:

(1) Every employee covered by this agreement shall have the right to present grievances in accordance with the procedure herein set forth.

(2) The failure of an employee to present any grievance within the prescribed time limit shall bar any further appeal. An administrator's failure to give a decision within the time limits will

permit the grievant to proceed to the next step. However, the time limits may be extended by mutual agreement.

(3) It is agreed that any investigation or other handling or processing of any grievance shall be conducted without any interference or any interruption whatsoever of the work activities of the grieving employee, other employees or staff. The alleged existence of a grievance shall not be grounds for work interruption.

C. PROCEDURE:

(l) Step One- A first attempt shall be made to resolve any grievance in an informal verbal discussion between the grievant and the immediate supervisor.

(2) Step Two- If a grievance is not resolved informally, the grievant shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the department head. The written grievance shall state the nature of the grievance, shall state the remedy requested, and shall be signed by the grievant. The filing of the written grievance must be within ten (10) calendar days of the day on which the grievant had knowledge of the occurrence giving rise to the grievance. The department head shall render a written decision on the grievance to the grievant within ten (10) days after receipt of the written grievance.

(3) Step Three - If the grievance is not resolved at Step Two, there shall be available a third step of impartial, binding arbitration. In order to commence the third step, the grievant shall submit to the City Council within 25 days of the date of the receipt of the supervisor's written decision, a written request for arbitration, which shall be signed by the grievant and an authorized officer of the Association, and which shall state the nature of the grievance, shall note the specific pertinent clause or clauses of this agreement, and shall state the remedy requested. The arbitration shall be conducted by an arbitrator to be selected by the Employer and the Association within seven (7) days after said request. If agreement is not reached on an arbitrator within seven (7) days, the P.E.R.B. will be requested to provide a list of seven (7) arbitrators. Each party will alternately strike one name from the list until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties. Expenses of arbitration shall be borne equally by the Employer and the Association. The arbitrator's decision shall not amend, modify, nullify, Ignore or add to the provisions of the agreement and shall not abridge, modify, expand or limit the parties' rights under the Iowa Public Employment Relations Act, and shall not infringe upon or attempt to modify or restrict, in any manner, the rights, powers and duties of the City Civil Service Commission. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the parties and his decision shall be based solely and only upon his interpretation of the meaning or application of express relevant language of this agreement. Each alleged grievance shall be handled separately and independently and only one grievance shall be submitted to binding arbitration at a time, unless otherwise agreed by the City and the Association.

ARTICLE III
VACATIONS

Employees shall be eligible for paid vacations on the following basis:

A. FOR EMPLOYEES NORMALLY WORKING A FIVE DAY WORK WEEK:

(1) After one year of full-time continuous employment-one week paid vacation, which shall include one complete weekend.

(2) After two years of full-time continuous employment - two weeks paid vacation, which shall include two complete weekends.

(3) After eight years of full-time continuous employment - three weeks paid vacation, which shall include three complete weekends.

(4) After fifteen years of full-time continuous employment - four weeks paid vacation, which shall include four complete weekends.

B. FOR PUBLIC SAFETY EMPLOYEES: (FIRE--POLICE DISPATCHERS)

(1) After one year of full-time continuous employment - one 7 day shift period.

(2) After two years of full-time continuous employment two 7 day shift periods.

(3) After eight years of full-time continuous employment - three 7 day shift periods.

(4) After fifteen years of full-time continuous employment - four 7 day shift periods.

C. No employee may accumulate more than 6 weeks of vacation; provided however, that no employee may take more than 4 weeks of vacation at any one time without written approval from his department head. Vacations must be taken no less than one work week at a time, unless approved by the employee's immediate supervisor and department head. The request and approval shall be in writing. The employee's department head shall issue a written denial or approval of the request for vacation within 5 days of the employee's submission of his request, and in the event the supervisor fails to issue a written decision within the said time period, the request for vacation shall be deemed automatically granted. All vacation scheduling shall be approved according to the procedures set forth above and no vacation shall be taken until earned, unless approved by the department head, which approval shall be at the complete discretion of the department head. Vacation time shall not be counted toward overtime.

D. On or shortly before each employee's anniversary date, all employees shall review and attest to the correctness of his or her personnel card, including vacation and leaves accrued and taken.

E. Employees leaving employment with the City shall be paid for unused, accumulated vacation time.

F. Only one (1) fire department employee may be on vacation at a given time. In order to avoid any potential vacation scheduling conflicts, the priority for vacation scheduling shall be rotated among the employees each calendar year.

ARTICLE IV
HOLIDAYS

The following paid holidays shall be allowed each permanent full-time employee: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

A. OTHER THAN PUBLIC SAFETY EMPLOYEES:

(1) When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on a Sunday, the following Monday will be observed as the holiday.

(2) Time worked on a designated holiday shall be regarded as overtime. Additionally, those hours which are worked on a designated holiday, and which result in the work week having more than 40 hours, shall be credited as double time. Holiday time will be considered as time worked in computing overtime compensation.

B. FIRE DEPARTMENT EMPLOYEES:

(1) Fire Department employees shall observe the holidays on the calendar day on which they fall and if their shift requires them to work on a holiday, they shall be entitled to comp time off equal to two and one-half times the holiday time worked.

(2) If a holiday falls on a Fire Department employee's day off, he shall be entitled to comp time off equal to one and one-half days.

C. DISPATCHERS:

(1) Dispatchers shall observe the holidays on the calendar day on which they fall and if their schedule requires them to work on a holiday, they shall be entitled to normal hourly compensation, plus 2 hours comp time for each holiday hour worked.

(2) If a holiday falls on a dispatcher's day off, they shall be entitled to 12 hours comp time.

ARTICLE V
LEAVES OF ABSENCE

A. SICK LEAVE. All employees shall earn one day of sick leave for every complete month of employment. Sick leave may be accumulated from year to year with no maximum limit. The employees shall report sick leave absence to his or her immediate supervisor at least 30 minutes prior to the scheduled work time.

The abuse of the privilege of sick leave is strictly forbidden and the City reserves the right to make such investigation as may be necessary to determine whether the privilege is being abused. Sick leave may be used only for employee illness, appointments, for health-related professional treatment or examination, for non-job related injury, and may be used in the event that the spouse, children or parents of an employee are hospitalized. Sick leave of three or more consecutive days duration will be approved only upon presentation of a doctor's certificate.

Upon leaving service with the City, for any reason, an employee will be paid for 40 days of unused accumulated sick leave, or one-half of the individual's unused accumulated sick leave, whichever might be less. For example, if an individual has 30 days of accumulated sick leave upon leaving employment with the City, that individual

will be paid for 15 days. If an individual has 95 days of accumulated sick leave, he or she would be paid 40 days. The payments shall be made on the assumption of 8 hour days at the employee's prevailing wage rate at the time of his or her termination.

B. FUNERAL LEAVE. All employees may be granted up to three days paid leave of absence for a death in his or her immediate family. The term "three days" does not automatically mean three work days. Weekends, vacation, and holidays may or may not be considered as part of the funeral leave, depending on the arrangements made with the supervisor. Normally, immediate family will include husband, wife, son, daughter, father, mother, sister, brother, aunt, uncle, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, step children and step parents.

An employee may be granted one-half day leave of absence to be charged to sick leave to attend the funeral of other relatives or friends not included in the above categories when the distance is less than 25 miles from Spencer. If the distance is greater than 25 miles, an employee may be granted one day of absence to be charged to sick leave to attend the services.

Arrangements must be made with the employee's immediate supervisor before exercising funeral leave. All employees shall designate their relationship to the deceased and the location of the services on their time sheet in support of any funeral leave exercised.

C. PERSONAL LEAVE. In the fiscal year, July 1, 2004, through July 1, 2005, each employee shall be allowed, upon request, up to three days personal leave. Beginning July 1, 2005, each employee shall be allowed, upon request, up to four days personal leave each year. Personal leave must be approved by the immediate supervisor and the department head prior to taking the day off. Personal leave may be used for any purpose. There will be no accrual of personal leave.

D. FAMILY AND MEDICAL LEAVE. The parties agree that the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601) applies to employees of the City. Appropriate notices regarding employee rights under that act shall be posted and inserted in the employee handbook. In addition to the benefits of the Family and Medical Leave Act, the following shall apply to maternity leave.

Except as hereafter modified, all provisions applicable to employees who are granted sick leave shall be applicable to employees applying for maternity leave. Sick leave benefits for maternity to the extent of any employee's accumulated earned sick leave, shall be paid only during the time of medical confinement, which shall be the time medically indicated for termination and recommencement of duties as hereinafter provided.

Employees requesting leave under the Family and Medical Leave Act are required to utilize any paid leave which they have accumulated and to which they are entitled (including vacation, sick leave, compensatory time and personal leave) as part of their leave under the federal act.

An employee who becomes pregnant shall inform her immediate supervisor and department head of her expected date of confinement at least 30 days prior to the date on which the employee expects that leave shall commence. At that time the employee shall give notice to her department head of the expected date of childbirth, whether the employee plans to continue to perform her duties during the period of pregnancy, the date when she expects to commence her leave for maternity and the date she expects to return to work following childbirth.

The determination of the dates maternity leave shall commence and terminate shall be made by the department head in consultation with the employee and pursuant to this policy and the Family and Medical Leave Act. The date of commencement and termination of maternity leave shall be the date medically indicated as hereinafter provided.

If the date for the commencement of maternity leave or date of resumption of duties would interfere with the administration of the department, the requested date may be changed by the department head to assure efficient administration of the department, giving due consideration to the desires and capabilities of the employee.

Leave taken in excess of that which is either (1) medically indicated or (2) set by the city in order to avoid interference with the administration of the department, shall not be reimbursed as sick leave.

Upon request by the employee, no later than the end of the sixth month of pregnancy, a leave of absence beyond the time of medical confinement for the pregnancy may be granted without salary or sick leave benefits for a period not to exceed one calendar year.

For the purpose of determining an employee's entitlement to leave under the federal act, the measuring year shall be the fiscal year commencing July 1 and ending June 30.

In a situation where two employees of the city request leave under the federal act for the same birth or placement of a child for adoption or foster care, such employees shall be jointly entitled to a combined total of 12 work months of family leave.

Employees who request leave under the federal act for the birth or placement for adoption or foster care of a child shall not be entitled to intermittent leave. The city will consider granting such requests for intermittent leave, but the granting of such leave shall be in the sole and complete discretion of the city.

E. **UNPAID LEAVES**. In the event an employee is not eligible for any other "leave" under this Article V, but is unable to continue to perform his or her normal services to the City, the employee may request an unpaid leave of absence. Such a request for an unpaid leave of absence may be granted by the City Council upon the recommendation of the City Manager. During the period of any approved unpaid leave of absence, the employee shall be entitled to no compensation or benefits from the City, but the employee, at his or her option, may continue such City benefits as group medical or life insurance at the employee's cost, subject to the requirements of the insurance contracts then in force.

If the employee is able to resume his or her duties with the City upon completion of the leave of absence, the employee will be permitted to return to their former job. No leave of absence will be granted to permit an employee to engage in any other income-producing activity.

ARTICLE VI
GROUP LIFE INSURANCE AND MEDICAL BENEFITS

A. **BENEFITS**. During the life of this contract, the City shall maintain a group life and health insurance program which will provide, as a minimum, the benefits described in Exhibit "A", labeled "Medical and Life Insurance Benefits", attached hereto and by this reference made a part hereof. The cost of providing such coverage for City employees shall be paid entirely by the City for each employee

enrolling in the program. The first $450.00 of the monthly cost of family group medical benefits coverage shall be paid entirely by the City. To the extent that the actual cost of family group medical benefits exceeds $450.00 per month, the City shall pay one half of the excess, and the employee shall pay the other one half.

The parties agree that the relative cost of employee coverage and dependent coverage shall be determined according to sound actuarial practices, so that the cost of dependent coverage shall not be artificially increased in relationship to the cost of employee coverage, thus not shifting the cost of such coverage to employees.

B. **GROUP INSURANCE ADVISORY COMMITTEE.** For the purpose of maximizing benefits and minimizing costs in connection with the group medical insurance program, the parties agree to create, staff and operate a "Group Insurance Advisory Committee". This committee shall consist of two representatives designated by the Spencer Employees Association, two employees of the City who are not members of the Spencer Employees Association selected and appointed by the City Manager, and two council members designated by the council. The City Attorney, City Clerk, City Manager, and attorney for the Spencer Employees Association shall advise and assist the committee in its functions.

The committee shall meet and review the current group insurance contracts, consider and recommend changes to the contracts to reduce the cost or increase in cost or to increase benefits without increasing costs for subsequent contracts.

The committee shall recommend requests for proposals for subsequent group contracts, shall review proposals received and shall make recommendations regarding acceptance of future group contracts.

The committee shall further meet from time to time as necessary to consider and make recommendations concerning any matters which arise regarding the administration of group insurance contracts.

The role of the committee shall be advisory only. The committee shall not have authority to amend the Collective Bargaining Agreement between the City of Spencer and the Spencer Employees Association nor any contracts between the City and any insurance company or its insurance agent.

In its actions, the committee shall consider, without limitation, the following:

1. Schedule of benefits.
2. Individual and family deductibles.
3. Insurance for maximum benefits.
4. Mandatory pre-admission testing.
5. Mandatory second surgical opinions.
6. Mandatory out-patient surgery.
7. Utilization review.
8. Restriction on weekend and holiday admissions.
9. Maternity incentive programs.
10. Home health care provisions.
11. Special treatment facilities.
12. Claims audits.
13. Coordination of benefits.
14. Plan administration.
15. Claims procedures.
16. Wellness programs.
17. Early detection programs.

ARTICLE VII
HEALTH AND SAFETY

The City shall provide equipment and vehicles that are in safe working condition and shall provide protective devices and other equipment necessary to protect employees from injury or illness in conformity with statutory requirements.

It shall be the duty of all employees to follow all safety procedures and directives of the City and to properly utilize equipment in a safe manner. If any employee observes or discovers any equipment which is in an unsafe condition, it shall immediately be brought to the attention of the employee's supervisor.

All employees are required to maintain a level of physical fitness which will enable them to properly perform the duties assigned. If the employer has reason to believe that an employee is not maintaining such a level of physical fitness, the employer may request a physical examination of the employee, by a physician mutually agreed upon between the employer and the employee, at the employer's expense. The employee shall furnish a report of such examination and if such report indicates that the employee is not physically fit to perform his duties, he may be subject to dismissal or to the imposition of requirements relative to regaining the proper level of physical fitness.

In the event an employee becomes physically unable to perform his duties, the City shall attempt to place said employee in other suitable work.

All employees in the Public Works Department, except the director and the CAD operator, shall, by and after January 1, 2002, wear OSHA approved hard-toed boots while engaged in City employment. Once during each calendar year, beginning in the year 2001, the City will reimburse each such employee up to and not exceeding $75.00 for the purchase of OSHA approved footwear.

ARTICLE VIII
EMPLOYER'S RIGHTS

The employer has in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right to direct the work of its public employees; to hire, promote, demote, transfer, assign, and retain public employees in positions within the employer's operation; to suspend or discharge public employees for proper cause; to maintain the efficiency of governmental operation; to relieve public employees from duties because of lack of work or for other legitimate reasons; to determine and implement methods, means, assignments, and personnel by which the public employers operations are to be conducted; to take such action as may be necessary to carry out the mission of the public employer; to initiate, prepare, certify, and administer its budget within guidelines and limitations established by law, to exercise all power and duties granted to the employer by law and to exercise its total rights as an employer, except as expressly limited herein. The Association recognizes the employee's responsibility to cooperate with the public employer to assure maximum service at a minimum cost to the public.

ARTICLE IX
NON-DISCRIMINATION

The employer and the Association agree not to discriminate against any individual with respect to his hiring, compensation, promotion or terms or conditions of employment because of such individual's race, creed, color, sex, national origin,

ancestry, religion, age, employee association affiliation, or non-affiliation, or disability, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of the above conditions, providing such individual is qualified for the particular position involved.

ARTICLE X
STRIKES - LOCKOUTS

(A) The parties hereto acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee or employee organization to encourage, instigate, or participate in a strike or work stoppage against any public employer, or for a public employee to engage in a lockout. The parties therefore agree:

(B) The employer shall not lock out its employees during the term of this agreement. No employee covered by this agreement, the Association or any person acting on behalf of the Association shall ever or at any time while this agreement is in force engage in, encourage, authorize, support, aid or instigate any picketing, any recognition of any picket line, any strike, slow-down, or other refusal to render full, proper, and complete services to the employer, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the City.

(C) In the event of any violation or violations of any provision of Section A of this article by the Association, its members, or representatives, or by any employee:

1. Any violating employee shall be subject to immediate discipline, discharge or suspension as determined appropriate in the sole discretion of the City. However, this paragraph shall not authorize the levying of fines or penalties.
2. The Association shall, upon notice from the City, immediately direct its employee members, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end and avoid any violation.

(D) The foregoing obligations of the City and the Association and its employees are in addition to any or other rights and remedies provided by law, and the City retains the right to seek the prosecution of any offenders.

ARTICLE XI
DUES CHECK-OFF

During the life of this agreement and in accordance with the terms of the authorized dues check-off form, the City agrees to deduct Association dues levied in accordance with the Constitution and Bylaws of the Association from the pay of each employee who executes an authorization form. The deduction shall be certified to the City by the Treasurer of the Association and on the appropriate form signed by the employees. This provision shall apply to dues of the Association only and to no other levies or assessments. An employee may withdraw his authorization for dues check-off at any time, but no such denial of authorization shall be effective until after thirty calendar days of its receipt by the City Clerk.

An employee may elect to make the dues check-off authorization only twice during any calendar year.

The Association agrees to indemnify and hold the employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the employer as a result of any action taken or not taken by the employer at

the request of the Association or by reason of action taken in reliance on individually authorized deduction forms furnished to the employer by the Association, or any other provisions of this Article. The City shall make payment of all funds collected under this Article, to the appropriate Association officer as designated by the Association, not later than 15 days after the last day of each month in which dues are collected herein.

ARTICLE XII
EMPLOYEE PROPERTY DAMAGE

The employer recognizes that occasionally while an employee is performing his bona fide duties on behalf of the City, his or her eyeglasses or wrist watches may be damaged through no fault of the employee. Therefore, damage to the employee's eyeglasses or wrist watch while he or she is performing such duties on behalf of the City shall be paid by the City under the following circumstances and subject to the following limitations:

A. A claim for reimbursement as provided herein shall be made as soon as practicable on forms provided by the employer and shall be submitted to an employee's immediate supervisor. The claim shall include a complete description of how the damage to the property occurred, a basis to establish the value of the property damaged and shall be signed by the employee.

B. Reimbursement as provided herein shall be limited as follows:

For destruction of eyeglasses - $70.00 for OSHA approved replacements.

For destruction of wrist watches - $15.00

C. Property of the employee damaged through negligent acts of the employee shall not constitute a reimbursable loss under this Article. Any employee making a false or fraudulent claim for benefits under this Article shall be subject to immediate dismissal.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

A. CONTINUING EDUCATION. The employer encourages its employees to continue their education through enrollment in courses which are directly related to and helpful in their employment. The employer will reimburse each employee for the costs of tuition and course materials incurred in such courses, upon successful completion of the course; provided that the employee requests and receives approval from his department head prior to enrollment.

B. MEDICAL IMMUNIZATION. All full-time employees in the Cemetery Division, Fire Department and Street Division may, at their option, participate in a scheduled medical immunization program as set out in Exhibit "B", labeled "Medical Immunization Program", attached hereto and by this reference made a part hereof. The City will pay all doctor's charges and costs of necessary tests and vaccinations under this program.

Each employee who voluntarily participates under the program as permitted in the preceding paragraph shall initiate the program with the physician of his or her choice and provide to the City the doctor's statement of charges for included medical immunizations or tests. The employee shall further be responsible for providing his supervisor with information necessary to maintain his permanent medical immunization record with the City.

C. FIRE DEPARTMENT EMPLOYEES–UNIFORM ALLOWANCE. Full-time firemen shall be paid a uniform allowance of $300.00 per year during the term of this agreement. If a full-time fireman leaves the employment of the City during the term of this agreement, such employee shall be entitled to a percentage of the annual uniform allowance equal to the percentage of the year worked.

D. JOB REQUIRED EDUCATION. If the City requires or approves employee attendance at education or training the City will pay for all travel for training, preparation and actual training attendance during normal and regular work hours as normal work, including overtime pay, if applicable.

The City will further pay the employee's regular hourly wage for time which the employee spends in training other than during the normal work day, but such time will not count towards overtime and the City will not pay for travel or preparation time for job related training that occurs other than during the normal work hours.

E. TRAVEL EXPENSE. Whenever the City requires an employee to travel, as a requirement of his employment, other than to and from work, the City will provide the transportation or shall reimburse the employee for use of the employee's vehicle at the rate of $.28 per mile traveled.

ARTICLE XIV
CALL BACK, OVERTIME, COMP TIME AND SHIFT DIFFERENTIAL

A. OTHER THAN PUBLIC SAFETY EMPLOYEES:

1. WORK WEEK. The normal work week shall be five (5) days. Each normal work day shall include eight hours of duty, which shall include two 15 minute coffee breaks. A one hour lunch break shall be granted as near as possible to the middle of the duty period, but shall not be included as part of the eight hour duty period.

2. CALL BACK TIME. If an employee is requested to report for work at other than his assigned duty time, he shall be credited with the time actually worked or a minimum of two hours, whichever is greater. This provision shall not apply when an employee is required to commence his work shift early or is required to work beyond his normal duty period, so long as such early or late work is contiguous with the employee's normal work day.

3. OVERTIME. All time worked in excess of forty hours in any work week shall be considered overtime and shall be compensated at a rate equal to one and one-half times the employee's normal rate. Holiday overtime shall be computed according to Article IV.

B. FIRE DEPARTMENT EMPLOYEES:

1. WORK WEEK. The normal work week shall be a 7 day period of 56 hours on duty as assigned by the Fire Chief. No shift shall exceed 24 hours duration.

2. OVERTIME. All time required to be worked in excess of 224 hours in a 28 day period shall be considered overtime and shall be compensated at a rate equal to one and one-half times the normal rate.

3. CALL BACK TIME. If an employee is requested to report for work at other than his assigned duty time, he shall be credited with the time actually worked or a minimum of 2 hours, whichever is greater. This

provision shall not apply when an employee is required to commence his work shift early or is required to work beyond his normal duty period.

C. DISPATCHERS:

1. WORK WEEK. The normal work week shall be a 7 day period, 5 days on - 2 days off. Shifts are 8 hours.

2. OVERTIME. All time required to be worked in excess of 40 hours in a work week shall be considered overtime and compensated at 1 ½ times regular compensation.

3. CALL BACK TIME. If an employee is requested to report for work at other than his assigned duty time, he shall be credited with the time actually worked or a minimum of 2 hours, whichever is greater. This provision shall not apply when an employee is required to commence his work shift early or is required to work beyond his or her normal duty period.

4. SHIFT DIFFERENTIAL. Dispatchers working the 4:00 p.m. to 12:00 p.m. shift shall be paid a shift differential of thirty-five cents (35¢) per hour. Dispatchers working the 12:00 a.m. to 8:00 a.m. shift shall be paid a shift differential of fifty cents (50¢) per hour. Shift differentials shall be paid only for hours actually worked and shall be considered in computing overtime pay. Shift differentials shall not be included in the compensation of paid leave.

D. GENERAL RULES:

Time absent from work on account of any bona fide leave of absence under Article V of this agreement, except personal leave, vacation leave, and unpaid leave, shall be computed as time worked in computing eligibility for overtime compensation.

The City work week, for all employees covered by this contract, shall end at 12:00 o'clock midnight on Sunday of each week.

ARTICLE XV
TERM

This agreement shall be in full force and effect from and after July 1, 2004, to and including June 30, 2007.

ARTICLE XVI
EVALUATION, TRANSFER AND REDUCTION

A. EVALUATION. The City shall evaluate all employees within 6 months of their having commenced employment, and thereafter, within the first five years of employment, within 30 days before or after the employee's anniversary date. Such evaluation shall be in writing, signed by the evaluator, and shall be furnished to the employee upon request. Such evaluation will be made a permanent part of the employee's personnel file. After an employee has worked for the City for five full years, the City shall not be required to make or file annual evaluations.

An employee whose last performance evaluation accomplished more than 90 days before the employee's scheduled step increase under the salary matrix was unsatisfactory shall not be eligible for a step increase until a satisfactory evaluation has occurred. The Employee may request, and shall be granted, a performance evaluation when 90 days have passed since an unsatisfactory evaluation. If a step increase is delayed for six months due to unsatisfactory evaluations, the denial of the

step increase shall be grievable. If the evaluations required by the City are not accomplished, it shall be presumed that the employee's performance is satisfactory, and step increases shall occur as scheduled in the salary matrix. The definition of an unsatisfactory evaluation is one in which one or more categories of job performance are marked "unsatisfactory."

B. TRANSFER. In the event it becomes necessary to fill a new permanent job classification, all qualified employees shall be given an opportunity to request a transfer and a written evaluation of all employees so requesting shall be made at that time, which evaluation shall consider skill, ability, training, competence, and seniority. In order to carry out this policy, it is agreed that in the event of a vacancy in a position within the bargaining unit, the employer shall post a notice setting forth the fact of such vacancy in a prominent place in each department within the bargaining unit.

C. STAFF REDUCTION. In the event that the City determines that it is necessary to reduce personnel, the criteria to be considered will include skill, ability, training, competence and seniority. Notice of reduction shall be furnished to the employee in writing.

D. GENERAL CRITERIA. When transfer or staff reduction procedures are necessary and considerations of skill, ability, training and competency are not determinative, full-time employees shall be given priority over part-time employees, and employees having greater seniority will be preferred over employees having lesser seniority. However, the Association recognizes the employer's right to direct the work of its employees and to hire, demote, transfer, and assign its employees, subject to the considerations set out above.

In the event of a layoff, previous City employees who have been laid off shall be given preference in filing vacancies at the time of restaffing.

ARTICLE XVII
EMPLOYMENT POSITIONS - ADVANCEMENTS

The number and grade of employment positions in the City within departments which include employees covered by this agreement is set forth in the attached schedule entitled "Grade Allocations", Exhibit "D".

During the term of this agreement, the grades and the number of positions in grade for the Police Dispatcher Department, Fire Department, Public Works Department and Planning Department shall not be reduced from the attached schedule.

Movement of employees in steps or grades shall occur as provided in the Personnel Policy Manual. Except that, for employees covered by this agreement, step increases shall be automatic based only on time in service, and shall not be dependent upon an acceptable evaluation, contrary provisions of the personnel policy manual notwithstanding. For purposes of step increases across the Salary Matrix, the employee's date of hire with the City shall be the beginning point of reference.

The City may hire new employees at any grade and step it deems appropriate and may promote ahead of the schedule with the concurrence of the Association.

TRANSFER TO OTHER DEPARTMENTS. Employees desiring to transfer from one department to another shall not be automatically entitled to transfer at the same grade. When an employee desires to transfer and the City desires to acquiesce in his transfer, the City and the employee shall negotiate and agree upon the grade

which the employee shall have in his new department. For the purpose of further promotions after an employee has transferred into his new department he shall be determined to have seniority commensurate with the grade at which he transferred, however, his anniversary date shall remain the date the employee originally commenced service with the City. If new positions are created during the term of the contract, the City shall establish a job description and shall assign a grade level for the new position within the salary Matrix.

ARTICLE XVIII
LONGEVITY

A. ELIGIBILITY. All employees who have performed satisfactory continuous service for the required number of years shall be eligible to accrue longevity pay at the beginning of the payroll period in which the required number of years has been completed. "Continuous service" shall be terminated by resignation, dismissal or retirement. If any employee so terminated receives a subsequent reappointment, he or she shall not be given longevity pay for services prior to the termination. Continuous service shall not be considered broken if an employee:

1. Is on military leave of absence and returns to City employment in accordance with federal and state law;
2. Is on authorized leave of absence or on a temporary suspension without pay.

Longevity pay for which an employee is eligible on or before July 1, 1988, is included in the salary computed pursuant to the matrix. Additional longevity pay increment benefits which accrue after July 1, 1988, will be added to the salary scheduled in the Matrix, based on the employee's date of hire.

Any employee whose employment begins on or after July 1, 1988, shall be entitled only to longevity pay increment benefits after ten (10), fifteen (15) and twenty (20) years successful continuous service completed, in the amounts included in subparagraph "B", below.

B. AMOUNT OF PAYMENT. Pursuant to subparagraph "A", eligible employees, upon successful completion of the following continuous years of service, shall receive longevity pay indicated:

YEARS CONTINUOUS SERVICE COMPLETED	Pre 7-1-88 LONGEVITY PAY INCREMENT	Post 7-1-88
5	$ 240 annually	Per Matrix
7	$ 240 annually	Per Matrix
10	$ 300 annually	$300 annually
15	$ 300 annually	$300 annually
20	$ 300 annually	$300 annually
	$1,380 annual maximum	$900 Maximum

C. GENERAL RULES. When an employee becomes entitled to longevity pay under the provisions of this Article, the amount of longevity pay to which he is entitled, based on his work during the pay period, shall be computed and included in his compensation check for said pay period.

ARTICLE XIX
WAGES

A. Attached hereto as Exhibit C is the salary matrix which shall be effective July 1, 2004, through June 30, 2005, which includes an increase of 2.75% in all amounts. This increase shall be calculated by determining the gross amount of the salary of all employees within the bargaining unit as of the date of execution of this contract, and multiplying that gross amount by .0275. The resulting figure shall be then divided by the number of employees within the bargaining unit as of the same date, to determine the amount of the annual increase to be applied to all positions on the salary matrix. Biweekly and hourly matrix calculations shall be also adjusted according to this formula. This formula shall be applied only to increases for the first year of this contract. In the second and third years, the percentage increases shall be applied individually to each grade and step in the matrix.

Further, effective July 1, 2004, the matrix includes an additional 1% increase for Grade 17A. In addition, and also effective July 1, 2004, and also as shown on Exhibit D, the grade allocations, the following changes will be made:

(a) in the Police Dispatcher Department, the grade of the Communications Supervisor shall be increased from Grade 18 to Grade 19;

(b) in the Street Division:

(i) Maintenance IV, Grade 21, shall be reduced from 3 positions to 2 positions;

(ii) Maintenance II, Grade 19, shall be increased from 2 positions to 3 positions, and it is agreed that all 3 of said positions will be filled;

(iii) Maintenance I, Grade 18, shall be reduced from 2 positions to 1 position.

(iv) The lowest paygrade within the Street Division shall be Grade 18, Step 3.

(c) In the Solid Waste Division:

(i) Maintenance II, Grade 19, shall be increased from 1 position to 5 positions, which shall include the semi-truck driver, and so the separate Grade 19 allocation for semi-truck driver shall be eliminated, and all 5 of those Maintenance II, Grade 19, positions shall be filled.

(ii) Maintenance I, Grade 18 shall be reduced from 8 positions to 4 positions.

(iii) The lowest pay grade within the Solid Waste Division shall be Grade 18, Step 3.

(d) In the Land Fill Division:

(i) The current Equipment Operator position shall be renamed Equipment Operator I;

(ii) One separate Equipment Operator II position shall be created, which shall be a Grade 20 position. The City shall not be required to fill that position, but it may be available for advancement if the circumstances warrant.

All employees advancing a Grade by virtue of these changes shall move up one Grade on the matrix and back one step from the step they presently occupy.

B. Effective July 1, 2005, the matrix and compensation of those employees covered by this agreement shall be adjusted upward by an additional 2.75 percent.

C. Effective July 1, 2006, the matrix and compensation of those employees covered by this agreement shall be adjusted upward by an additional 3 percent.

ARTICLE XX
OPTIONAL ADDITIONAL PENSION

All employees of the City shall be eligible to participate in the ICMA retirement program by making voluntary pre-tax contributions at the expense of the employee to said plan, which shall be in addition to the IPERS pension plan statutorily provided to employees.

ARTICLE XXI
COORDINATION

A. The City of Spencer Personnel Policy Manual, as it exists on the date of execution of this agreement, is hereby incorporated in this contract by reference and shall be a part hereof as though fully set out at length herein.

B. In the event of a conflict or an interpretation which results in an inconsistency between this contract and the Personnel Policy Manual, the provisions of this contract shall control.

C. This contract shall be interpreted and given effect without reference to the Personnel Policy Manual as to all matters addressed in this contract.

D. In the event the City desires to change the personnel policy manual as to employees covered by this agreement, the City shall submit the text of any proposed change to the bargaining representative of the Association at least ten (10) days prior to the effective date of the proposed change. The Association may file a grievance if it believes that the proposed change violates the collective bargaining agreement, or any applicable federal or state statute. The Association may not object on other grounds.

E. Employees may file grievances regarding provisions of the personnel policy manual which affect pay. No other provisions of the personnel policy manual shall be grievable.

ARTICLE XXII
SEVERABILITY AND SAVINGS CLAUSE

It is the sense and intention of the parties hereto that all the provisions of this agreement shall comply with all applicable statutes or authorities or restrictions on authority granted the employer and any ordinances, rules or regulations made in compliance with such statutes. Should any article, section or portion thereof of this agreement be held unlawful or unenforceable by a court of jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision upon the issuance of such a decision; and the parties agree to immediately negotiate a modification or substitute for the invalidated article, section or portion thereof in accordance with such decision.

The undersigned, on behalf the Association and the City, respectively do hereby approve this contract and certify that this contract has been duly approved and ratified by the City Council of Spencer, Iowa, and by vote of the Spencer Employees Association, Inc.

Signed on the day and year first written above.

Spencer Employees Association,

By: _____
Tim Egland, President

_____
Michael L. Zenor, Attorney

City of Spencer, Iowa

By: _____
Reynold L. Peterson, Mayor

CITY SPENCER IOWA SEAL

Attest: _____
Donna M. Fisher,
City Clerk

_____
Donald J. Hemphill, Attorney

EXHIBIT "A"
CITY OF SPENCER
MEDICAL AND LIFE INSURANCE BENEFITS

BENEFITS	COVERAGE
Life Insurance	$10,000.00
AD & D	$10,000.00
Dependent Life	None
Major Medical Maximum	Unlimited
Hospital	
Room and Board	Deductible & Coinsurance
Miscellaneous Extras	Deductible & Coinsurance
Surgical Expense Benefit	Deductible & Coinsurance
Maternity	Same as any illness
Other Covered Expenses	Deductible & Coinsurance
Deductible	
Individual/Calendar Year	$100.00
Family Maximum	$200.00
Coinsurance	
Ratio	80/20
Stop Loss	$500.00 per insured Individual/Year

EXHIBIT "B"
CITY OF SPENCER
MEDICAL IMMUNIZATION PROGRAM

1.	Tetanus	As recommended
2.	Diphtheria - tetanus	10 year intervals
3.	Tine test	3 year intervals
4.	Influenza vaccine	Yearly, as recommended
5.	Pneumococcal vaccine	3 year intervals, as needed

Salary Matrix
Effective 7/1/04

Exhibit C

Collective Bargaining Unit Employees
2080 hours per year (Fire Drivers 2912 hours per year)
26 Pay Periods

Years Employed:			1	2	4	7	11
Time in Step:			1 year	1 year	2 years	3 years	4 years
Grade		Step I	Step II	Step III	Step IV	Step V	Step VI
17	Y	22,194.40	23,296.80	23,858.40	24,524.00	25,688.80	26,812.00
	B	853.63	896.03	917.63	943.23	988.03	1,031.23
	H	10.67	11.20	11.47	11.79	12.35	12.89
17A	Y	22,668.44	23,760.86	24,349.08	24,979.32	26,218.79	27,332.22
	B	871.86	913.88	936.50	960.74	1,008.42	1,051.24
	H	10.90	11.42	11.71	12.01	12.61	13.14
18	Y	23,858.40	24,524.00	25,688.80	26,812.00	28,164.00	29,536.80
	B	917.63	943.23	988.03	1,031.23	1,083.23	1,136.03
	H	11.47	11.79	12.35	12.89	13.54	14.20
19	Y	25,688.80	26,812.00	28,164.00	29,536.80	30,930.40	32,386.40
	B	988.03	1,031.23	1,083.23	1,136.03	1,189.63	1,245.63
	H	12.35	12.89	13.54	14.20	14.87	15.57
20	Y	28,164.00	29,536.80	30,930.40	32,386.40	34,029.60	35,631.20
	B	1,083.23	1,136.03	1,189.63	1,245.63	1,308.83	1,370.43
	H	13.54	14.20	14.87	15.57	16.36	17.13
21	Y	30,930.40	32,386.40	34,029.60	35,631.20	37,420.00	0.00
	B	1,189.63	1,245.63	1,308.83	1,370.43	1,439.23	0.00
	H	14.87	15.57	16.36	17.13	17.99	0.00
22	Y	34,029.60	35,631.20	37,420.00	39,208.80	41,122.40	
	B	1,308.83	1,370.43	1,439.23	1,508.03	1,581.63	0.00
	H	16.36	17.13	17.99	18.85	19.77	0.00
23	Y	37,420.00	39,208.80	41,122.40	43,181.60	45,261.60	
	B	1,439.23	1,508.03	1,581.63	1,660.83	1,740.83	0.00
	H	17.99	18.85	19.77	20.76	21.76	0.00

Corrected 6/3/04

Exhibit D

GRADE ALLOCATIONS – BARGAINING UNIT

POLICE DISPATCHER DEPARTMENT:

Communications Supervisor	Grade 19.....	1 Position
Dispatcher	Grade 17A.....	5 Positions

FIRE DEPARTMENT:

Driver/Engineer	Grade 21.....	4 Positions

PUBLIC WORKS

Public Works Assistant	Grade 23.....	1 Position
Mechanic V	Grade 22.....	1 Position
Mechanic III	Grade 20.....	1 Position
PW CAD Technician	Grade 19.....	1 Position
Custodian	Grade 18.....	1 Position

STREET DIVISION

Asst. Street Superintendent	Grade 21, plus 5%...	1 Position
Maintenance IV	Grade 21.....	2 Positions
Maintenance III	Grade 20.....	3 Positions
Maintenance II	Grade 19.....	3 Positions
Maintenance I	Grade 18.....	1 Positions
	(Grade 18 begins at Step III)	

SOLID WASTE DIVISION

Maintenance IV	Grade 21.....	1 Position
Maintenance II	Grade 19.....	5 Positions
Maintenance I	Grade 18.....	4 Positions
	(Grade 18 begins at Step III)	

PLANNING

Building & Zoning Officer	Grade 19.....	1 Position

LANDFILL

Equipment Operator II	Grade 20.....	1 Position
Equipment Operator I	Grade 19.....	1 Position

GOLF

Maintenance I	Grade 18.....	1 Position