Webster City IUOE #234 (Public Works) 7/1/2005
6/30/2007

WEBSTER CITY / IUOE (PUBLIC WORKS) 05-07

AGREEMENT
BETWEEN
CITY OF WEBSTER CITY, IOWA
AND
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL NO. 234

2005-2007

ARTICLE 1
DEFINITIONS

A. City or Employer

As used in this Agreement, the terms "City" or "Employer" shall mean the City of Webster City, Iowa, or its authorized representatives.

B. Employee

As used in this Agreement, the term "Employee" shall mean all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board in Case Number 6701.

C. Temporary Employee

As used in this Agreement, a "temporary employee" is one who is hired for a period of nine (9) consecutive months, or less. Temporary employees are not covered by the provisions of the Agreement.

D. Union

As used in this Agreement, the term "Union" shall mean the International Union of Operating Engineers, Local No. 234, or its authorized representatives.

E. Department

As used in this Agreement, the term "Department" shall mean the Department of Public Works, Utility Operations Department, or the Public Grounds Department of the City of Webster City, Iowa.

ARTICLE 2
RECOGNITION OF THE UNION

Pursuant to and in accordance with all applicable provisions of the Act and in recognition of the Board's certification of the Union in Case Nos. 719, 1040, and 6701, the City does hereby recognize the Union during the term of this Agreement, as the sole and exclusive representative for all Employees of the City included in the Bargaining Unit as:

Included: All full-time City employees in the following job classifications: Public Works Technician - Street Department, Crew Leader - Street Department, Public Works Technician - Waste Water Plant, Public Works Technician - Water Plant, Public Works Mechanic, Utility Foremen, Utility Technicians, Utility Specialist, and Public Grounds Technician.

Excluded: All elected officials, supervisors, confidential employees, and all others excluded by Iowa Code Section 20.4.

ARTICLE 3
UNION DUES

A. Dues Checkoff

1. Upon receipt of a voluntary written individual order therefore from any of its Employees covered by this Agreement on forms provided by the union, the City will deduct from the pay due such Employee those dues, initiation fees, and other uniform assessments.

2. Such order shall be effective only as to Membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the Employee has sufficient earnings to cover same after deductions for Social Security, Federal Taxes, State Taxes, Retirement, Health Insurance and Life Insurance. Deductions shall be in such amount as shall be certified to the City, in writing, by the authorized representative of the Union.

3. The Employer shall submit the dues to the Union not more than fifteen (15) days following the end of the month from which the dues were deducted.

4. The Employer shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions, along with a listing of employees hired, suspended, or terminated during the month.

5. In the event the Union changes the dues formula, the Union shall notify the City at least thirty (30) days prior to the effective date of the increase.

B. Termination of Dues

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

C. Indemnification

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

ARTICLE 4
GRIEVANCE PROCEDURES

A. Definition

A grievance shall mean only a complaint that there has been an alleged violation of any specific provisions of this agreement not specifically excepted from the grievance procedure.

B. General Provisions

1. Every employee covered by this agreement shall have the right to present grievances in accordance with these provisions. Any aggrieved person may be represented at all formal levels of the grievance procedure by the employee himself/herself, or by the employee and a representative from the Union if the employee chooses to have a representative with him/her.

2. The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and a supervisor's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however may be extended by mutually written agreements.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grieving employee.

4. In matters dealing with alleged violations in those areas over which a supervisor has no authority to grant the appropriate relief, and in all cases in which the decision being grieved is a decision which was made by the Department Director, the grievance shall be initiated at the Third Step. The time limits for filing a grievance at the Third Step shall be the same as the time limits for filing at the Second Step.

C. Processing Grievances

1. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her supervisor.

2. Second Step

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the employee's Department Director. The written grievance shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fourteen (14) calendar days from the act or omission giving rise to the grievance, or when it should have been reasonably discovered. The employee's Department Director shall make a decision on the grievance and communicate it in writing to the employee and the City Manager within fourteen (14) calendar days after receipt of the grievance.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within seven (7) calendar days of the date of the written decision at the second step, a copy of the grievance with the City Manager. Within fourteen (14) calendar days after such written grievance is filed, the grievant and the City Manager, or designee, shall meet to resolve the grievance. The City Manager, or designee, shall file an answer within fourteen (14) calendar days of the third-step grievance meeting and communicate it in writing to the employee.

4. Fourth Step

In the event a grievance has not been satisfactorily resolved at the third step, a party may, within twenty (20) working days of the date of the written decision at the third step, demand arbitration by giving the other party written notice of such demand.

Within seven (7) working days after a party's receipt of the written notice demanding arbitration, the parties shall attempt to agree upon the selection of an arbitrator. If they cannot so agree, the party demanding arbitration shall request a list of seven (7) arbitrators from the Iowa Public Employment Relations Board. Beginning with the party demanding arbitration, the parties shall alternately strike names from the list until only one name remains, and that person shall be the arbitrator.

An arbitrator selected pursuant to the fourth step of this Article shall schedule a hearing on the grievance and the date for such hearing shall be determined by the parties within sixty (60) days following the date of the written notice of demand for arbitration. After hearing such evidence as the parties desire to present, the Arbitrator shall issue a written opinion and award. The arbitrator's decision must be issued within thirty (30) days of the arbitration hearing.

The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator, within the scope of his/her authority, shall be final and binding upon the City, the Union and the aggrieved Employee(s).

The City and the Union will share equally the costs of arbitration, including the fees and expenses of the arbitrator. Any other expenses shall be paid by the party incurring them.

D. Election of Remedies

If an employee files a grievance under this procedure, the employee waives his or her right to file a claim or complaint under any other procedure and in any other forum pertaining to or arising out of the same set of facts and circumstances. If an employee files a claim or complaint under any other procedure or in any other forum, the employee waives his or her right to file a grievance under this procedure pertaining to or arising out of the same set of facts and circumstances

ARTICLE 5
DISCRIMINATION

The City will not interfere with or discriminate, in respect to any term or condition of employment, against any Employee covered by this Agreement because of membership in the Union or legitimate and legal activity required in this Agreement on behalf of the Union.

The Union recognizes its responsibilities as the exclusive bargaining representative and agrees to represent all Employees in the unit without discrimination, restraint or coercion.

The provisions of this Agreement shall be applied equally to all Employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or disability. The Union shall share equally with the City the responsibilities for applying this provision of the Agreement. Further, the Union agrees to cooperate fully in any affirmative action program or activity undertaken by the City or required of the City by any agency of the State or Federal Government.

ARTICLE 6
USE OF BULLETIN BOARD

The City will provide reasonable space, for official Union Business, on each bulletin board in each work area of the unit. Use of the board shall be limited to the following general types of notices:

A. Listing of Union Officers and officials.
B. Union meetings.
C. Union elections.
D. Necessary and proper Union business and information.

Any material posted on the bulletin boards as provided in this Article shall not contain anything in violation of federal or state laws; nor shall it contain personal references to individuals. Union stewards and union officials and representatives shall be entitled to post the material provided on the designated bulletin board space. Any union material posted on the bulletin board shall be identified as authenticated and authorized by the union business representative.

ARTICLE 7
HOURS OF WORK AND OVERTIME

A. Workday

With the exception of Waste Water employees, the normal working schedule shall be five (5) consecutive workdays with a normal workday of eight (8) hours, exclusive of an unpaid lunch period. The normal work schedule may be adjusted on a temporary basis to accomplish special City projects by giving employees at least seven (7) days notice. In emergency situations, as defined by the City, as much advance notice as possible will be given. An emergency call-in will not be considered as a change in the normal workday.

Summer hours may be allowed by mutual agreement. Summer hours shall be 7:00 am to 6:00 p.m.

Departmental workdays shall be as follows:

Public Grounds, Street, and Electric Utility: Monday through Friday 7:00 a.m. to 4:00 p.m.
Utility Technician I – Meter Reader: Monday through Friday 8:00 a.m. to 5:00 p.m.
Water Department: Shift 1 6:00 a.m. to 3:00 p.m.
Shift 2 7:00 a.m. to 4:00 p.m.
Shift 3 8:00 a.m. to 5:00 p.m.
Waste Water employees work on a rotating four week schedule:

Week One - Monday through Friday 7:00 a.m. to 4:00 p.m.
Week Two - Monday through Friday 7:00 a.m. to 4:00 p.m.
Week Three - Monday through Friday 7:00 a.m. to 4:00 p.m., Saturday 7:00 a.m. to 9:00 am.
Week Four - Sunday 7:00 a.m. to 9:00 am. Monday through Thursday 7:00 a.m. to 4:00 p.m., Friday 7:00 a.m. to 11:00 am. One hour of comp time will be added to the employee's compensatory time account.

B. Work Week

The regular work week for employees will be one hundred sixty-eight (168) consecutive hours beginning at 12:01 a.m. on Sunday and ending at 12:00 p.m. on the following Saturday.

C. Lunch Period

Employees shall be granted a 60-minute lunch period without pay at the approximate middle of their shift.

D. Work Breaks

Employees shall be granted one (1) fifteen (15) minute rest period in the approximate middle of each one-half (½) shift. The "break" time is considered as total time from the duties of the individual. Break times may vary according to the workload and will be scheduled by the supervisor. Break time may be taken at either the normal or remote job site.

E. Overtime

For purposes of calculating overtime, all hours in pay status will be considered hours worked. Overtime hours worked shall be compensated at a premium rate of one and one-half (1½) the employee's hourly rate of pay for all hours worked in excess of forty hours in a workweek.

No employee shall be compensated for overtime work unless such work has been approved by the employee's supervisor.

F. Compensation for Overtime

Until they have accumulated forty (40) hours of compensatory time, employees who work overtime shall have the option of receiving either overtime compensation in cash or compensatory time off. After they have accumulated forty (40) hours of compensatory time, employees who work overtime shall receive overtime compensation in cash.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one-half hours for each hour of overtime employment. The maximum number of hours of compensatory time which can be accumulated is forty (40) hours. Compensatory time hours which are not used by June 30 shall be carried over to the next fiscal year. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation.

Upon termination of employment, employees shall be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular rate received by the employee during the last three years of the individual's employment or (2) the final regular rate received by the employee, whichever is higher.

Employees who have accrued compensatory time off may request the use of compensatory time and shall be permitted to use such time within a reasonable time period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

Compensatory time must be used in a minimum of one-half hour increments.

G. Call-Back Pay

All employees called or paged to work shall be guaranteed a two (2) hour minimum call-in pay at one and one-half (1 ½) times pay for all emergency calls and pages.

H. On-Call Pay

Employees who are required to be on-call shall receive eight (8) hours of pay at the employee's regular straight time rate for one (1) week of on-call duty.

ARTICLE 8
WAGES

A. Wage Rates

The wage rate for each employee is set out in Appendix A which is attached to and made a part of this Agreement. Employees will be paid only for hours actually worked unless otherwise provided in this Agreement.

B. Pay Period

The pay period for all employees will be a bi-weekly period which will begin at 12:01 a.m. on Sunday and end at 12:00 P.M. on Saturday fourteen (14) consecutive days thereafter.

C. Paydays

Employees shall be paid every other week within six (6) calendar days after the end of the pay period.

D. Determination of Salary upon Employment

The Director of the Department will have the discretion to determine the initial rate of pay to be received by all individuals upon their employment.

ARTICLE 9
INSURANCE

A. Benefits

Employees may elect to participate in a flexible spending account for reimbursement of authorized medical expenses and/or a dependent care account for reimbursement of child care expenses.

The City's monthly contribution for Group Health, Dental, Vision and $20,000 Term Life Insurance for each full-time employee will be as follows:

Plan Name	City % Single	Emp. % Single	City % Fam.	Emp. % Fam.
Open Access	100%	0%	85%	15%
Open Choice	85%	15%	75%	25%

As part of the cafeteria plan, employees may purchase any of the following benefits at their own expense:

- Deferred Compensation
- Disability Insurance
- Cancer Insurance
- Long Term Care Insurance

B. Plan Benefits

The benefits to be provided under the group insurance policies referred to in this Article will be same benefits that were in effect on January 2, 2005. The plan benefits will remain in effect for the duration of the Agreement, unless modified by mutual consent of the City and the Union.

ARTICLE 10
EVALUATION PROCEDURES

A. Frequency of Evaluations

Employees will be evaluated by their non-bargaining unit supervisor at such frequency as the supervisor may determine, but not less than once each fiscal year.

B. Evaluation Form

The evaluation form will be determined by the City following the receipt of input from the Union. The Union will receive notification of any changes to forms during the term of the Agreement.

C. Evaluation Conference

A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the employee. The employee's signature on the evaluation does not signify that the employee agrees with the evaluation.

D. Employee Response

All evaluation reports will be placed in the employee's personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report. Employees whose overall rating is "Needs Improvement" or below shall have the right to grieve the evaluation. The evaluation shall be sustained unless it is arbitrary, capricious, or without basis in fact.

ARTICLE 11
SENIORITY

A. Definition

Seniority shall mean length of continuous full-time, regular service in the service of the City since the employee's last date of hire.

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

B. Seniority List

The Employer shall prepare and post on existing bulletin boards seniority lists as defined in this Article. The lists shall be posted on August 1 of each year, shall be updated annually, and shall contain each employee's name, job classification and seniority date. A copy of the seniority list shall be furnished to the Union at the time of posting.

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

C. Break in Seniority

An Employee's seniority shall be broken so that no prior period or periods of employment shall be counted and his/her seniority shall cease upon:

1. Discharge.

2. Voluntary quitting.

3. Absence without notification for three (3) consecutive working days, unless excused by the Employer.

4. Absence due to lay-off which continues for more than nine (9) months.

5. Failure of an Employee to return to work upon recall within twenty-eight (28) calendar days after notice is mailed to him/her by the Employer by registered mail to his/her last known address appearing on its records or within twenty-one (21) calendar days after the employee has received notice.

ARTICLE 12
TRANSFER PROCEDURES

A. Definition

A "transfer" shall be defined to mean a voluntary movement from one job classification within the bargaining unit to another job classification within the bargaining unit

B. Procedure

If the City decides to fill a vacancy, the City may advertise for applicants from outside the bargaining unit, and will post the vacancy and seek applicants from within the bargaining unit. If there are applicants both from outside the bargaining unit and from within the bargaining unit, then, provided the applicants are equally qualified, the bargaining unit applicant will be awarded the position.

If the only applicants for the position are from within the bargaining unit, the transfer will be made on the basis of seniority and qualifications. If qualifications are equal, then seniority shall govern in selecting the applicant for the position.

Vacancies shall be posted for five (5) working days, and employees who wish to apply for a transfer must make written application for transfer within said five-day period.

ARTICLE 13
STAFF REDUCTION PROCEDURES

A. Classification

For purposes of staff reduction, employees will be classified by job classification.

B. Procedure

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

1. Layoff shall be by classification.

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

3. If the reduction in staff cannot be accomplished by laying off employees as provided in Section B(2), the City Manager shall review the qualifications and seniority of the employees in the affected job classification. If the City Manager determines that the employees have equal qualifications, then the City Manager shall lay off the least senior employee in the affected job classification.

4. The City will provide two (2) weeks notice to the affected employee(s) prior to the effective date of the layoff.

C. Recall Procedure

Employees will be entitled to be recalled only to a vacancy in the position in which they were employed at the time of the layoff or to a position which they previously held with the City. Employees will be recalled in reverse order of layoff, and each employee will only be entitled to be recalled one time per event. Laid off employees will have recall rights for nine (9) months from the effective date of their layoff.

Laid-off employees shall keep the City Manager, or her designee, advised of their current address. Notice of recall shall be given by certified mail to the employee at their current address. If the employee fails to respond within fourteen (14) calendar days after the date of the mailing of the notice, the employee will be deemed to have refused the offer of recall. Employees who are offered recall shall have only one opportunity to accept or reject a job offer by the City.

ARTICLE 14
LEAVES OF ABSENCE

A. Sick Leave

1. Permissible Uses

   a. Physical incapacity not incurred in the line of duty.

   b. Personal illness, including medical, dental, or optical appointments during working hours.

   c. Enforced quarantine of the employee in accordance with community health regulations.

   d. In the event of an non-serious illness in the immediate family (including step relatives as listed – employee's spouse, children, grandchildren, mother, father, mother-in-law, father-in-law, brothers, sisters, grandparents) a total of five days of sick leave may be used in a calendar year. The employee must use all other leave before the balance of sick leave may be used again.

2. Accumulation

   a. Sick leave is accrued at the rate of one work day for each month of service.

   b. Total accumulation cannot exceed 150 days.

3. Administration

   a. All requests for sick leave shall be made before an employee is scheduled to report for duty.

   b. The City shall have the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to illness. The certificate shall state the kind and nature of the illness or injury and whether the employee has been incapacitated for said period. For absences of three or more consecutive days, the employee must provide a certification from a physician that the employee is fit to return to duty.

   c. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods. Should a holiday occur during an employee's sick leave and the employee is regularly entitled to the holiday, it shall not be charged as sick leave.

   d. Upon return to duty from sick leave, the employee shall obtain from his/her immediate supervisor the necessary City form to report actual sick leave utilized; and upon completion of the form, return the same back to the supervisor for his/her signature and transmittal to the Department Director or designee.

   e. If an employee does not use any sick leave during a calendar year, the employee will be granted one (1) additional Personal Day which must be used during the succeeding calendar year.

   f. Upon termination of employment, employees leaving City service with ten (10) or more years of service will receive a payment of 20% of unused sick leave, not to exceed thirty (30) days.

B. Jury and Witness Duty Leave

Employees who are summoned to serve as a juror or who are subpoenaed to appear as a witness in a proceeding to which they are not a party will be granted a leave of absence with pay for such jury or witness duty. Employees who are released from jury duty with three or more hours left in their normal work day are required to return to work within one hour after their release. Employees who are subpoenaed to appear as a witness in a proceeding to which they are not a party will be required to return to work within one hour after the completion of their testimony.

Employees will be paid their full wage during such leave less the amounts paid to them by the court for work time spent on jury duty or for testifying. The employee will be allowed to retain pay for mileage and meals.

C. Family Death Leave

In the event of a death in the "immediate family" (Including step relatives as listed - Employee's spouse, children, grandchildren, mother, father, mother-in-law, father-in-law, brothers, sisters, grandparents)of a full-time Employee, the City shall grant funeral leave, with no loss of compensation, for up to seven (7) consecutive calendar days including the day of the funeral of the immediate family member.

In the event of a death in the "family" " (Including step relatives as listed. Son-in-law, daughter-in-law, sister-in -law, brother-in-law, and spouse's grandparents)of a full-time Employee, the City shall grant funeral leave, with no loss of compensation, for up to four (4) consecutive calendar days including the day of the funeral of the family member.

Additional time off, up to three (3) consecutive calendar days, may be granted upon approval of the City.

Additional time granted under the preceding paragraph, up to three (3) days, shall be charged to sick leave.

ARTICLE 15
VACATIONS

A. Accumulation

Vacation hours are accumulated beginning January 1 following the date of employment as a full-time employee as follows:

Length of Continuous Service beginning January 1:	Amount of vacation hours awarded on each January 1:
First through fifth year	10 days
Sixth year	11 days
Seventh year	12 days
Eighth year	13 days
Ninth year	14 days
Tenth through Fifteenth years	15 days
Sixteenth year	16 days
Seventeenth year	17 days
Eighteenth year	18 days
Nineteenth year	19 days
Twentieth year	20 days

When employees graduate from one accumulation rate to the next, their higher rate becomes effective January 1 of the year in which they begin that year of continuous service. For example, once employee enters his/her sixth year of continuous employment, then that employee will be credited with 100 hours of vacation on January 1.

Upon completion of six months of service from their initial date of hire, employees will be able to use accumulated vacation days. Any exceptions to the use of vacation time must be approved in advance by the Department Director.

B. Administration

1. All vacation leaves must be approved by the employee's immediate supervisor. In order to facilitate the scheduling of work, whenever possible, employees will provide at least two (2) calendar days notice prior to any vacation leave.

2. Employees must take at least 1 hour of vacation at a time.

3. If one of the paid holidays occurs during an employee's vacation, the holiday will not be counted as part of vacation time.

4. Employees may carry over up to 40 vacation hours into the following year. In special circumstances, the City Manager may allow an employee to carry over more than 40 vacation hours, but in no case more than 80 vacation hours.

5. Employees cannot borrow vacation hours from future accruals. Paid vacation time must be earned.

6. Employees will not accumulate vacation credits during the time when they are temporarily laid off due to lack of work, or if they are on an unpaid personal leave of absence.

7. Employees who are on a paid leave of illness or injury will accumulate vacation time during that time.

8. Employees who have been continuously employed by the City for at least six months and decide to leave will be paid for their unused vacation.
9. If an employee dies, the accumulated but unused vacation will be paid to the employee's designated beneficiary.

ARTICLE 16
HOLIDAYS

A. Holidays Recognized

The holidays which are recognized by the City are:

New Year's Day (January 1)
Memorial Day (the last Monday in May)
Independence Day (July 4)
Labor Day (the first Monday in September)
Veteran's Day
Thanksgiving (the fourth Thursday in November)
The Friday following Thanksgiving
Christmas Eve afternoon (December 24)
Christmas Day (December 25)
New Year's Eve afternoon (December 31)

B. Days Observed as Holidays

1. For employees who work a Monday through Friday schedule, if the holiday falls on a Saturday, the Friday before the holiday will be observed, and if the holiday falls on a Sunday, the Monday after the holiday will be observed. The exceptions to this rule are as follows:

   a. Christmas Day and New Year's Day fall on Saturday, the preceding Friday will be granted, and the two half-day holidays will be given as floating holidays during the 10-day period between Christmas and New Years (December 20 through December 30).

   b. Christmas Day and New Year's Day fall on Sunday, the following Monday will be granted, and the two half-day holidays will be given as floating holidays during the 10-day period between Christmas and New Years (December 20 through December 30).

   c. Christmas Day and New Year's Day fall on Monday, that Monday will be granted, and the two half-day holidays will be given as floating holidays during the 10-day period of Christmas and New Years (December 20 through December 30).

2. If a holiday falls during an employee's scheduled leave and the employee is regularly entitled to the holiday, it will not be counted as part of that leave.

3. An employee will forfeit the right to payment for any holiday if there is an unexpected absence on the working day immediately preceding or following such holiday.

4. If an employee is required to work on a holiday, the employee shall be paid time and one-half and granted another day of paid leave.

5. If an employee is required to be on stand-by during a holiday and is called out on an emergency, the employee will receive the 8-hour holiday pay and will receive pay at the rate of time and one-half for any hours worked. If an employee is called out, the employee will be guaranteed a minimum of two (2) hours of overtime pay.

C. Personal Day

1. Employees who have completed 12 months of continuous service with the City will receive one (1) personal day each January 1.

2. The personal day does not accumulate from one year to the next.

3. The Personal day must be used in its entirety within the year.

4. The employee's immediate supervisor must approve all personal day requests.

5. An unused personal day is not paid out at the time of separation.

ARTICLE 17
SAFETY

The Employer shall provide, and employees shall be required to use, protective clothing and equipment in accordance with applicable state and federal law. The Employer shall reimburse employees up to sixty dollars ($60.00) per year for prescription safety glasses.

The Employer shall schedule, and employees shall be required to attend, safety meetings.

ARTICLE 18
SAVINGS CLAUSE

If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and of any rider thereto or application of such article or section to persons or circumstances other than those as to which had been held invalid, shall not be effected hereby.

ARTICLE 19
DURATION AND SIGNATURE

A. Duration

This Agreement shall be effective on July 1, 2005, and shall continue in effect until June 30, 2007. For the period beginning July 1, 2006 and ending June 30, 2007, the wage rates paid to employees will be subject to negotiation and impasse.

B. Signature Clause

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

For the City:

By: Teresa Rotschafer
City Manager

Date: 2-1-05

For the Union:

By: [illegible]
Business Manager

Date: 2-1-2005

APPENDIX A
WAGE RATES

The current wage rates of employees will be increased by two percent (2.0%) effective July 1, 2005, and by two percent (2.0%) effective January 1, 2006. Subject to the understanding that the parties will mutually study the current pay plan for purposes of establishing wage rates for the 2006-2007 contract year, the City proposes that the current structure of the pay plan be maintained for the 2005-2006 contract year.