

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF SHELDON, IOWA

AND

LOCAL 1741, AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES

IOWA COUNCIL 61, LOCAL UNION 1741

POLICE OFFICERS & PUBLIC WORKS EMPLOYEES



July 1, 2020

through

June 30, 2021

INDEX

<u>Article</u>	<u>Subject</u>	<u>Page</u>
I	RECOGNITION	1
II	EMPLOYMENT TERMS	2
III	HEALTH AND SAFETY PROVISIONS	3
IV	LEAVES	4
V	SENIORITY	6
VI	LAYOFF PROCEDURE	7
VII	GRIEVANCE PROCEDURE	7
VIII	MANAGEMENT RIGHTS	9
IX	OVERTIME	9
X	WAGE AND FRINGE BENEFITS	10
XI	COMPLIANCE AND DURATION	14
Appendix A	SALARY SCHEDULE – POLICE	16
Appendix B	SALARY SCHEDULE – PUBLIC WORKS	17
Appendix C	ACADEMY COST REIMBURSEMENT FORM	18

ARTICLE I
RECOGNITION

A. UNIT.

The Employer hereby recognizes AFSCME / Iowa Council 61 as the certified exclusive and sole bargaining representative for all personnel as set forth in the Merger of Unit and Certification issued by the Public Employment Relations Board ("PERB") on February 3, 2020, in Case No. 102398.

The unit described in the above certification is as follows:

INCLUDED: All regular full-time and regular part-time employees of the City of Sheldon in the following departments: Street, Cemetery, Waste Water, Water and Police.

EXCLUDED: Public Works Director, Street Department Superintendent, City Clerk, Assistant City Clerk, City Payroll and Bookkeeping Clerk, City Hall Receptionist, Water Department Superintendent, Waste Water Department Superintendent, Police Chief, Assistant Police Chief, Police Secretary, City Mayor, City Council, City Manager, Recreation Director, Assistant Recreation Director, Economic Development Director, Temporary and Seasonal Employees and all others employees excluded by the Act.

B. DEFINITIONS.

1. Employer: As used in this agreement, shall mean the City of Sheldon, Iowa, or its duly authorized representatives.
2. Regular Part-time Employee: As used in this agreement, a regular part-time employee is one who works at least twenty (20) hours per week year round, but less than forty (40) hours per week year round. Regular part-time employees shall receive benefits in a ratio proportionate to their part-time service.
3. Casual Part-time Employee: As used in this agreement, a casual part-time employee is one hired for a temporary or seasonal basis and/or for nineteen (19) hours per week or less and includes, but is not limited to, reserve police officers. No benefits under this agreement shall inure to a casual part-time employee.
4. Full-time Employee: As used in this agreement, a full-time employee is one who works forty (40) hours per week, or more, year-round.
5. Union: As used in this agreement, shall mean AFSCME/Iowa Council 61 or its duly authorized representatives.

ARTICLE II
EMPLOYMENT TERMS

A. CALL OUT TIME.

Any police employee called to work other than his or her regular shift shall be guaranteed two (2) hours of pay at time and a half, except that a police employee called to start his or her shift early shall be paid at his or her applicable rate for the time actually worked prior to the shift and then shall work his or her regular shift. The two (2) hour minimum does not apply if contiguous to the police employee's shift. For all non-police employees, the same terms will apply, except applicable time frame for purposes of this paragraph will be one (1) hour rather than two (2) hours. All employees (police and non-police) called out may be required to work the entire guaranteed period. Time work beyond the guaranteed period will be compensated at time and a half for actual hours worked, unless the call out is contiguous to the start of the employee's regular shift. If an employee is recalled within the original guaranteed call out period, the recall will not be considered a second call-out period. For purposes of this paragraph, "contiguous" will mean adjoined to the start of a regular shift or within fifteen (15) minutes of the end of a regular shift.

B. COURT APPEARANCE TIME.

Employees who are required to appear in any Court or administrative proceedings during off duty hours shall be paid for a minimum of two (2) hours at one and one-half (1 ½) times their regular hourly rate. If the employee spends more than two (2) hours in court, the employee shall be paid the one and one-half (1 ½) times their regular hourly rate for the total hours. The employee agrees to see that all witness fees are paid that the employee is entitled to and the employee agrees to turn such fees over to the City. Failure of the employee to apply for the witness fees shall result in the amount of the witness fee that would have been received being deducted from the applicable pay under the provisions of this section, excluding reimbursement for meal and/or mileage if applicable. The City agrees to provide a City vehicle for the employee to drive directly to and from any required court appearance, unless required to stop at any law enforcement agency.

C. BULLETIN BOARD.

Employer agrees to furnish at least one (1) bulletin board in each work location (four (4) total locations) to be used by the Union. The Union shall limit its posting of notices and bulletins to said board.

D. WORK BREAKS.

Employees may be allowed two (2) work breaks during each shift. Each work break shall not exceed fifteen (15) minutes in length. These work breaks shall be scheduled approximately the middle of each one-half (½) shift. Employees shall also receive a fifteen (15) minute work break for each four (4) hours worked beyond eight hours on a regularly scheduled shift.

Employees shall be allowed one (1) lunch work break during each shift. The (paid) lunch work break must not exceed thirty (30) minutes in length for police employees, and the (unpaid) lunch break must not exceed sixty (60) minutes in length for non-

police employees.

Employees are not guaranteed work breaks if operational circumstances do not permit. No additional compensation shall be provided if a work break is missed or interrupted.

Employees working scheduled or unscheduled overtime shall be entitled to one (1) fifteen (15) minute work break per four (4) hours worked.

E. STANDBY.

The City will pay a police employee, ordered by the Department Head to a standby status, \$0.50 per hour for each hour in the standby status; all non-police employees will receive \$1.00 per hour for such status. The Department Head will specifically designate dates and times to the employee ordered on standby. An employee who is in standby status shall be immediately accessible by telephone. The City and the Union shall mutually establish reasonable reporting procedures for the implementation of this Section. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes.

ARTICLE III
HEALTH AND SAFETY PROVISIONS

A. PHYSICAL FITNESS - NEW EMPLOYEES.

All new employees are required to provide evidence of physical fitness to perform duties assigned prior to receiving their first paycheck. The employer shall pay for the cost of such examination. The physician shall be determined by the employer.

B. SAFETY PROVISIONS.

The employer shall make an effort to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment or conditions and shall make an effort to report any such unsafe practice, equipment or conditions to the Department Head or City Manager.

C. UNIFORMS – Police Officers.

- 1) The City shall initially provide sworn police officers with the following equipment:

- Winter Cap (1)
- Winter Shirts (4)
- Winter Coat (1)
- Rain Hat/Cover (1)
- Raincoat/Jacket (1)
- All Season Trousers (4)
- Summer Cap (1)
- Summer Shirts (4)
- Spring & Fall Jacket (1)
- Cold Weather Gear
- Ballistic Vest (1)

Additional Ballistic Equipment (As Needed)

Semi-Automatic Pistol (1)

Portable Radio/Equipment (1)

Taser/Equipment (1)

Belts/Holsters/Equipment Carriers (As Needed)

Footwear Effective 7/1/2016, the annual maximum will be raised to Seventy-five dollars (\$75.00) with a maximum accumulation of two hundred and twenty-five dollars (\$225.00). To receive payment employee must present receipt and City will reimburse employee up to the maximum amount that the Employee has in his/her account with the City.

Replacement equipment will be provided by the City. An employee shall be eligible annually to receive, with the prior approval of the Chief of Police, two (2) all season trousers, two (2) summer shirts and two (2) winter shirts. The employee shall also thereafter, and with the approval of the Chief of Police, be eligible to receive at City expense, replacement of the winter coats and hats.

D. DAMAGE TO PERSONAL ITEMS.

In the event that an employee has damaged any personal item of clothing or equipment necessary and used in the performance of his duties as a police officer, the employee may submit a request for reimbursement to the Department Head and the City agrees to upon the recommendation of the Department Head to reimburse said employee for the items damaged of a personal nature, not to exceed two hundred fifty (\$250) dollars per item for police employees and not to exceed one hundred (\$100) dollars per item for non-police employees, provided proof of original purchase price has been provided.

ARTICLE IV
LEAVES

A. SICK LEAVE. A leave of absence for an employee's personal illness or injury with full pay for consecutive years of employment shall be allowed.

The amount of accumulative sick leave shall be one hundred and twenty (120) days. Sick leave shall accrue at the rate of one (1) day per each full month of employment up to a maximum of one hundred and twenty (120) days. Sick leave shall not accrue during any absence without pay that exceeds thirty (30) calendar days

The employer may request medical proof from an employee absent for more than three (3) consecutive days due to personal illness or injury prior to the employee receiving pay for sick leave. In addition, the employer may, in any case, request medical proof if, in the employer's discretion, the employer deems absences excessive or if the employer has a question as to the validity of the request for sick leave. A physician chosen by the employer may review the employee's medical proof, and the cost, if any, for said medical proof shall be paid by the employer.

When a holiday falls while an employee is on paid sick leave, the employee's sick leave account will not be charged for the holiday.

Employees shall be allowed to use three (3) days of sick leave annually for doctor's appointments that are unable to be scheduled during non-working hours. Leave under this paragraph must be utilized in one (1) hour increments.

Employees or their beneficiaries shall be paid fifty percent (50%) of their unused sick leave, not to exceed an amount equal to sixty (60) days pay, upon death or upon retirement after five (5) years of continuous service. The earliest the employee shall be allowed to retire and receive this benefit is at the age of fifty-five (55).

Employees shall obtain prior approval for use of sick leave. When an employee is unable to obtain prior approval, employees shall notify their Supervisor or the City Manager or his/her designee as early as practical on the first day of leave.

The employer shall approve, and may require, sick leave when any employee is incapacitated for work by sickness, injury, or confinement for medical, dental or optical reasons or treatment, or when the presence of the employee at work would jeopardize the health or safety of others.

An employee will be allowed to utilize five (5) days of sick leave per year from sick days accrued during the previous twelve (12) months for illness other than his or her own and, in any given fiscal year may use no more than one-half ($\frac{1}{2}$) of the total number of days accrued from all previous time for such illness.

Employee shall be given a copy of a written accounting of accumulated sick leave days no later than February 1 of each year.

B. JURY DUTY.

In the absence of extra-ordinary circumstances, employees may be excused for jury duty. In order that the employee shall not suffer financial loss because of such absence, the difference between their normal salary and the compensation received for jury duty shall be paid excluding reimbursement for mileage and meals.

Any employee who reports for jury duty and is dismissed must properly report to work for the remainder of the employee's scheduled work day, provided there is at least one (1) hour or more remaining in the employee's scheduled work day.

C. TRAINING LEAVE.

Attendance at educational meetings is permitted at full pay, if such training is recommended by the Department Head and is approved by the City Manager. All training will be reviewed in light of budget considerations, benefit to the employee and availability of suitable employee coverage. Expenses for said leave shall be approved by the Department Head and City Manager prior to attendance.

An employee who requests and is approved by the City Manager to attend a seminar, school, departmental training or conference will not suffer any loss in pay for the employee's normal work week, for the time necessary for such attendance. Employees required to drive their own personal automobile will be reimbursed for the cost of transportation in accordance with City policies. Reimbursements will be made to the employee for housing and meals according to the City's policies while he or she is away from Sheldon. Any expense for items required by the school, seminar or conference will be reimbursed and such items shall become the property

of the department. Proof of purchase and necessity of purchase will be required to substantiate reimbursement. All Employees attending training meetings or certified training leaves shall be paid at the straight time rate a maximum 8 hours per day for the training time. In addition, travel time to and from seminars or conferences will be paid to all employees attending on a straight time basis.

Police officers who attend the Iowa Law Enforcement Academy to receive certification as a law enforcement officer will be expected to execute a Training Reimbursement Agreement that is substantially similar to the form shown in Appendix C.

D. LEAVES FOR FUNERAL.

Employees shall be granted up to five (5) days, per occurrence, of leave at full pay for the death of each of the following: spouse, parent or child. Employees shall be granted up to three (3) days, per occurrence, of leave at full pay for the death of any of the following: grandparent, grandchild, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, or a dependent person in the employee's home. Additional days, charged against sick leave, may be granted at the discretion of the Department Head or the City Manager whose decision in this matter is not grievable.

Requests concerning such circumstances shall be made on prescribed city form and routed through the Department Head to the office of the City Manager. Employees shall be granted leave of absence for the serious illness or death of other friends or relatives, not to exceed three (3) days without pay for the absence.

In the event of the death of an employee of the City of Sheldon, the City Manager may grant, to an appropriate number of employees, sufficient time to attend the funeral.

E. ABSENCE WITHOUT PAY.

The City Manager may authorize leave without pay for purposes which the City Manager considers necessary. An employee must make an application for authorization for such leave at least ten (10) days in advance for the request stating the reason. Deductions from the employee's salary will be made in accordance with the City of Sheldon's Pay Deduction Regulations. This leave shall not exceed ten (10) days per calendar year.

F. EXTENDED LEAVE.

An employee who is unable to work because of personal illness requiring professional care or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for twelve (12) additional months after the expiration of sick leave in conformity with the Family Medical Leave Act.

G. MILITARY LEAVE.

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the Iowa Code and the applicable federal statutes.

H. UNION LEAVE.

Any employee chosen by the Union as a delegate to a labor convention or seminar shall be granted an unpaid leave of absence to attend the convention or seminar. Not more than one (1) employee shall be granted Union leave at any one time. Union leave shall be granted unless to do so would jeopardize the City's ability to properly perform its responsibilities. This leave shall not exceed three (3) days in a calendar year and shall not be granted for political activity.

ARTICLE V SENIORITY

Section 1 - DEFINITIONS.

"Seniority" means an employee's total length of service with the City of Sheldon. Any length of service in a regular part-time position shall be included in the computation of seniority if the employment was contiguous to the appointment to a permanent position. Any length of service in a temporary position shall be included on the basis of full-time equivalent in the computation of seniority if the employment was contiguous to the appointment to a full-time or regular part-time position. A reserve police officer will not be considered to be serving in a "temporary position" for purposes of this Section.

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

Section 2 - LOSS OF SENIORITY.

The seniority of any employee shall be terminated if the employee resigns, is terminated, is laid off for a period exceeding one (1) year, or fails to respond to a recall notice as provided in Article VI.

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

Section 3 - SENIORITY LISTS.

On or about January 15th of each year, the Department Head will provide the Union with a list showing the seniority of each employee employed by the City of Sheldon.

Section 4 - PROBATIONARY PERIOD.

An employee shall be regarded as a probationary employee during the first twelve (12) months of his or her continuous employment. After completing twelve (12) months of continuous employment, the employee shall have established seniority and his or her seniority shall date as of the first date of hire.

An employee may be laid off or discharged any time prior to the end of the probationary period and such discharge or lay off shall not be subject to the grievance procedure.

ARTICLE VI
LAYOFF PROCEDURE

Whenever in the sole and exclusive judgement of the City it is necessary to reduce the work force or hours of employment, the employee in the specific classification area where the reduction is to occur with the most recent date of hire shall be laid off first. All employees who are probationary shall be laid off in the affected area before any full-time or regular part-time employees are laid off. Persons laid off shall have recall rights for a period of one (1) year after layoff. An employee shall be recalled in inverse order of layoff. In the event of recall, the City shall mail a certified letter of recall to the last known address of the employee on file with the City and the employee shall have seven (7) calendar days to respond to the notice of recall and two (2) weeks to report for duty. Employees are responsible for supplying the City with their current address. In the event that the employee fails to respond or fails to report, the employee shall forfeit recall rights. Part-time employees, whether they are regular part-time or casual part-time employees, shall be laid off prior to reduction of full-time employees. In the event of a reduction in work force or hours of employment, each affected employee shall be notified in writing of said reduction at least ten (10) working days prior to the effective date of the reduction.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1.

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

In a case of duty or shift assignments, the aggrieved employee may present the grievance but shall not be allowed to delay or avoid the assignment beyond the time necessary for presentation of the grievance to the City Manager.

Section 2.

(a) ORAL PROCEEDINGS

Within five (5) calendar days after the alleged grievance has occurred, the employee and City Manager shall orally discuss the grievance in an attempt to resolve the issue.

The City shall not be obligated to accept a written grievance until such grievance has been discussed orally between the grieving employee and the City Manager.

(b) WRITTEN PROCEEDINGS

Step One. A grievance not settled after oral discussion as outlined above within five (5) calendar days may be reduced to writing and presented to the City Manager.

The nature of the complaint shall be clearly defined so that the City Manager will have a fair opportunity to locate the cause of the problem and settle the matter. The City Manager shall meet with the employee and shall answer in writing within five (5) calendar days after the meeting with the employee.

Step Two. If the grievance is not settled in Step One, within five (5) calendar days after receiving the answer, a written request may be addressed to the City Manager for a meeting with the City Manager. The employee may have Union Representation at this meeting.

Within five (5) calendar days of receipt of request for a meeting or written appeal, the City Manager or a designated representative from outside the Department shall hear matters pertinent to the grievance. However, the grievant must be present at this meeting. The aggrieved employee may not choose anyone other than the designated person of the Union to represent him or her in this hearing. The City Manager will meet at a mutually agreed upon time and date with the employee and the appropriate Union Representative, (with or without the aggrieved employee) to discuss and attempt to resolve the grievance. The City Manager shall give a written answer three (3) calendar days after this meeting.

Step Three. If the grievance is not settled in Step Two, within five (5) calendar days after receiving the City's written answer, either party may notify the other party in writing and submit the grievance to arbitration. An impartial arbitrator shall be chosen by mutual consent by the Union and the City as soon as possible after receipt of a request for arbitration. If the parties do not agree upon the selection of an arbitrator within ten (10) calendar days after the receipt of the request for arbitration the Iowa Public Employee Relations Board shall be requested to furnish a list of five (5) arbitrators. The first strike will be determined by a coin toss. An arbitrator's decision on the grievance may not change or amend the terms, conditions or applications of the collective bargaining agreement. Such provisions shall provide for invoking of arbitration only with the approval of the employee organization and in the case of an employee only with the approval of the public employee. The cost of arbitration shall be shared equally by the parties.

If the panel submitted by the Iowa Public Employee Relations Board is unacceptable to either party, then either party may request, once per party, a different panel of arbitrators from the Public Employee Relations Board.

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

If the City does not answer a written appeal within the time limit specified in the written proceedings, the Union may elect to treat the grievance as a denial of that step, and immediately appeal the grievance to the next step.

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

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

ARTICLE VIII
MANAGEMENT RIGHTS

Consistent with this Agreement, the Employer shall have, 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:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within the City.
3. Suspend, discipline or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the City.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

ARTICLE IX
OVERTIME

A) Police Officers

One and one-half (1 ½) times the regular rate of pay shall be paid for all hours worked outside a scheduled day or a scheduled week. Daily overtime will commence after the shifts scheduled hours and fifteen (15) minutes have elapsed from the designated reporting time of the employee. The scheduled week shall begin at 12:00 A.M. on Sunday and end at 11:59 P.M. on Saturday.

Employees attending training meetings shall be paid at the straight time rate.

Employees who are eligible to receive overtime may be granted time off in order to compensate for and in lieu of overtime payment. Compensation shall not be paid more than once for the same hours of work under any provision of this Article or agreement. When overtime is required, it must have prior approval by the Police Chief. All compensation time earned must be used within three hundred and sixty-four (364) days of the date it is earned, or it shall be forfeited.

All hours worked shall be included in the computation of hours worked for the purpose of overtime compensation. Hours worked shall include only vacation time, holidays and compensation time. Any time off granted in lieu of overtime payment must be used within twelve (12) months of the date earned.

B) Non-Police Employees

One and one-half (1 ½) times the regular rate of pay shall be paid for all hours worked outside a scheduled day or a scheduled week. Daily overtime will commence after eight (8) worked hours in a scheduled workday and weekly overtime will commence after forty (40) hours worked in a scheduled work week. The regular work week for all employees shall be one hundred and sixty-eight (168) consecutive hours beginning at 12:00 A.M. midnight on Monday and ending at 11:59 P.M. on the following Sunday.

Work-Time - For the purposes of calculating overtime, the term "hours worked" will include holidays, sick leave and vacation leave.

Employees attending training meetings shall be paid at the straight time rate. Employer agrees to advise employee at least seven (7) days in advance of any permanent work schedule change.

ARTICLE X
WAGES AND FRINGE BENEFITS

Section 1 - SALARY SCHEDULE FOR FULL-TIME AND PART-TIME EMPLOYEES.

A) Police Officers

The salary schedule guide is in Appendix A which is attached to and made part of this Agreement. Full-time and regular part-time employees shall be paid only for actual hours worked unless otherwise provided in this Agreement.

B) Non-Police Employees

The salary schedule guide is in Appendix B which is attached to and made part of this Agreement. Full-time and regular part-time employees shall be paid only for actual hours worked unless otherwise provided in this Agreement.

Section 2 - INSURANCE.

Group health, disability, life and accident insurance premiums may be deducted from the salaries of employees. Effective July 1, 2020, all employees shall move to the FY 20-21 myBlue HDHP Bronze HSA Insurance Plan (or similar plan) with a commitment from the City to buy down that Plan to the equivalent of the FY19-20 myBlue HDHP Silver Plan, and seed the deductibles and out of pocket maximums of the Plan at the IRS maximum levels for single and family coverage for one year (\$3,550 single/\$7,100 family). The City will pay 90% of the full-time employee's annual premium for single health insurance. If the employee elects to cover the employee's family, the City will pay 90% of the difference between the premium for family coverage and the premium for single coverage. (PROVIDED THAT THE APPLICATION IS TIMELY AND IN TERMS AND REGULATIONS ACCORDING TO THE CITY'S INSURANCE CARRIER). The amount of insurance toward which the City shall contribute shall be determined at the expiration of this contract.

The City agrees to establish a Premium Only Plan as allowed by Section 125 of the Internal Revenue Code to allow employees to pay their share of the family premium before taxes.

Section 3 - COVERAGE.

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

The Employer retains the right to change insurance carrier, or to self-insure as it deems appropriate, so long as the new basic coverage and basic benefits are comparable to those currently in effect.

Further, the Employer reserves the right to maintain or institute cost containment measures relative to insurance coverage as long as the basic level of insurance benefits remains comparable. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, managed care, prohibition on weekend admission, except in emergency circumstances, and mandatory outpatient elective surgery for designated surgical procedures.

Section 4 - LONGEVITY PAY.

Regular employees who have performed satisfactory continuous service for the required number of years shall be eligible for longevity pay.

Amount of Payment. Eligible employees shall receive an additional five dollars (\$5.00) per month for each five (5) years continuous satisfactory service in a permanent status. Longevity increments shall be paid in addition to regular compensation and shall be incorporated with the regular pay warrants.

Limitations. The maximum amount any one employee shall be eligible to receive shall be thirty dollars (\$30.00) per month.

Section 5 - WORKER'S COMPENSATION - INJURY LEAVE.

When an employee sustains a personal injury in the course of performing his or her duties, time off and compensation shall be determined as required by the Laws of the State of Iowa and provided for by the City's workers' compensation insurance policies. Once an injury has caused an employee to be unable to work an employee on worker's compensation leave may supplement the monetary benefits provided by the City insurance by converting accrued unused sick leave benefits to wages. The conversion will be made at the employee's regular rate of pay. The employee can convert only an amount that will bring his or her combined income for the pay period, the sum of the worker's compensation income and the income from the sick leave conversion, up to, but not exceeding, his or her regular pay for a regular pay period. Calculation of the regular pay for a regular pay period shall exclude overtime.

Section 6 - HOLIDAYS.

(1) HOLIDAYS OBSERVED.

The following days shall be considered as holidays insofar as the administration of City business is concerned. When the term "Holiday" is used it shall be construed to be the following days:

New Year's Day (January 1st)
Memorial Day (last Monday in May)
Independence Day (July 4th)
Labor Day (first Monday in September)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving Day (Friday following
Thanksgiving Day)
Christmas Eve (December 24), and
Christmas Day (December 25)

(2) ELIGIBILITY FOR HOLIDAY PAY.

In order to be eligible for receiving holiday pay, an employee must report for work or be on an approved paid leave of absence on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

(3) PAY FOR HOLIDAYS.

a. Holiday Pay for Police Officers

Police employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time up to a maximum of eight (8) hours for any one Holiday which falls on an employee's non-working day or up to a maximum of eight (8) hours of holiday compensatory time for any one Holiday which falls on an employee's non-working day. If an employee elects to take comp time the employee has twelve (12) months to use the earned holiday compensatory time. If the employee fails to use the earned holiday compensatory time within twelve (12) months, the earned comp time shall be forfeited. An employee can convert the holiday compensatory time to cash, prior to the expiration of the twelve (12) month period, by notifying the City Manager.

b. Holiday Premium Pay for Police Officers

Police employees who perform work on a Holiday shall receive compensation at the rate of two and one-half (2 ½) times their normal hourly rate of pay. Those employees who perform work on a Holiday may elect to be paid the two and one-half (2 ½) times their normal hourly rate of pay on their next regular pay day or to be paid one and one-half (1 ½) times their normal hourly rate of pay on their next regular pay day and earn eight (8) hours of holiday compensatory time. If an employee elects to take holiday compensatory time the employee has twelve (12) months to use the earned holiday compensatory time. If the employee fails to use the earned comp time within twelve (12) months, the earned comp time shall be forfeited. An employee can convert the holiday compensatory time to cash, prior to the expiration of the twelve (12) month period, by notifying the City Manager.

c. Holiday Pay of Non-Police Employees

Non-police employees eligible for holiday pay will receive as holiday pay their normal rate of pay at straight time.

d. Holiday Premium Pay for Non-Police Employees

Non-police employees who perform work on a Holiday will receive compensation at the rate of one and one-half (1 ½) times their normal hourly rate of pay.

(4) HOLIDAYS DURING VACATIONS.

If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's vacation leave.

Section 7 - VACATIONS.

A. Vacation Benefits

Employees are eligible for vacation as follows:

1. An employee in the continuous active service of the City for one (1) year as of his/her anniversary date shall be given forty (40) hours vacation with pay at his/her regular hourly rate.
2. An employee in the continuous active service of the City for two (2) years through ten (10) years as of his/her anniversary date shall be given eighty (80) hours vacation with pay at his/her regular hourly rate.
3. An employee in the continuous active service of the City for ten (10) years as of his/her anniversary date shall be given one hundred twenty (120) hours vacation with pay at his/her regular hourly rate.
4. An employee in the continuous active service of the City for fifteen (15) years or more as of his/her anniversary date shall be given one hundred sixty (160) hours vacation with pay at his/her regular hourly rate.
5. An employee in the continuous active service of the City for twenty (20) years or more as of his/her anniversary date shall be given two hundred (200) hours vacation with pay at his/her regular hourly rate.

Vacations shall commence accruing at the employee's date of hire with the City, but may not be taken until the employee has worked six (6) continuous months. Vacations shall continue to accrue to an employee's credit during approved absences. An employee on leave of absence without pay shall not accrue vacation.

B. Vacation Carry Over

No employee shall have more than one (1) years vacation credit accumulated as of the employee's anniversary date each year. Additional amounts above one year's credit will be forfeited unless an extension is granted by the City Manager.

C. Scheduling

All vacation requests submitted between November 1st and December 31st for the following calendar year shall be governed by seniority as defined in Article V. When

vacation requests are submitted after January 1st, vacations will be granted on a first come, first served, basis. Vacation requests must be submitted ten (10) days in advance of the schedule being posted, and must be approved by the Department Head. Primary consideration will be given to the requirements of the Department when the Department Head schedules vacations.

D. Vacation Payout Upon Separation of Employment

An employee shall be paid for any accrued and/or unused vacation credits upon separation of employment. Vacation pay shall be paid at the employee's current rate of pay at the time of separation.

Section 8 – PERSONAL DAYS

Each employee shall receive three (3) personal days to be taken at any time during the year. These personal days shall be used upon one (1) working day written notice to the City.

ARTICLE XI
COMPLIANCE AND DURATION

A. SAVINGS CLAUSE.

In the event that any provisions of this agreement shall become void or illegal during the term of this agreement, such provisions shall become inoperative, but all other provisions of this agreement shall remain in full force and effect for the duration of this agreement. The City and the Union agree to negotiate a substitute for the invalidated Article, section or portion thereof.

Past practices shall not constitute part of this agreement and any subsequent or supplementary agreement must be reduced to writing and executed by both parties to be effective.

It is expressly understood and agreed that all functions, rights, powers and authority granted to or inhering to the administration of the City by law or custom are retained by the City. Provided that none of the clauses in this agreement in any way abrogate or diminish the above-mentioned rights and authority of the City, the City shall not exercise its rights so as to violate any of the specific provisions of this agreement.

B. PRINTING AGREEMENT.

Copies of this agreement shall be printed by the City within thirty (30) days after the agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the City. Additional copies shall be available as long as supplies last.

C. NOTICES.

Whenever any notice is required to be given by either of the parties to this agreement, either party shall do so by letter at the following designated address or at such other address as may be designated by a party in written notification to the

other party:

1. If by Union, to City at:

City Manager
416 9th Street, PO Box 276
Sheldon, Iowa 51201

2. If by City, to Union at:

Preston DeBoer
2585 Vine Avenue
Hartley, Iowa 51346

- D. DURATION PERIOD. This agreement shall be effective as of July 1, 2020, and shall continue in effect through June 30, 2021.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective representatives, attested by their respective chief negotiators, and their signatures placed thereon, all on the ___ day of _____, 2020.

AFSCME/IOWA COUNCIL 61
POLICE AND PUBLIC WORKS
AFSCME LOCAL 1741

CITY OF SHELDON

BY _____

BY _____

BY _____

BY _____

ATTEST:

ATTEST:

Preston DeBoer
Chief Negotiator

Micah Schreurs
Chief Negotiator

APPENDIX A
SHELDON POLICE DEPARTMENT
SALARY SCHEDULE FOR
PATROL OFFICERS

2020 - 2021

GRADE 1 - No Academy 0 - 12 mos. exp.	\$43,710.08/y
GRADE 2 - Academy 0 - 12 mos. exp.	\$49,262.87/y
GRADE 3 - 13 - 24 mos. exp.	\$53,809.73/y
GRADE 4 - 25 - 36 mos. exp.	\$55,906.55/y
GRADE 5 - 37 - 48 mos. exp.	\$58,129.10/y
GRADE 6 - 49 - 60 mos. exp.	\$60,479.27/y

Employees shall be eligible for advancement to the next increment when their service period qualifies them for advancement.

APPENDIX B

SHELDON PUBLIC WORKS DEPARTMENT
SALARY SCHEDULE FOR
CLASSIFICATION PAY GRADES, STEP MOVEMENT & WAGE RATES

Section 1 Pay Grades and Classifications

<u>Pay Grade</u>	<u>Classification</u>
1	Janitorial, Labor
2	Wastewater Maintenance, Water Maintenance, Equipment Operators, Cemetery
3	Certified Wastewater Operator, Certified Water Operator, Certified Mechanic

Section 2 Step Movement

<u>Step 1</u>	0 - 12 months experience
<u>Step 2</u>	13 - 24 months experience
<u>Step 3</u>	25 - 36 months experience
<u>Step 4</u>	37 - 48 months experience
<u>Step 5</u>	49 - 60 months experience
<u>Step 6</u>	61 - 72 months experience
<u>Step 7</u>	73 - 84 months experience
<u>Step 8</u>	85 - 96 months experience
<u>Step 9</u>	97 - months experience and over

Step movement from step to step shall be automatic, on the employee's anniversary date.

Section 3 Wages Rates, Effective July 1, 2020

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
1)	\$12.61	\$12.92	\$13.39	\$13.89	\$14.41	\$14.94	\$15.40	\$15.86	\$16.36
2)	\$17.58	\$18.48	\$19.31	\$20.14	\$21.03	\$21.87	\$22.71	\$23.60	\$24.48
3)	\$18.42	\$19.28	\$20.10	\$20.96	\$21.76	\$22.63	\$23.55	\$24.42	\$25.30

New employees may receive credit for up to five (5) years of experience in their work field. Exceptions may be granted in the sole discretion of the City Manager. The salary matrix shall be interpreted as a general basis for employees. The City reserves the right to pay within the basic Pay Grade movements to obtain or keep specifically qualified employees. New Employees shall be eligible for advancement to the next pay increment according to Section 2 of this Schedule. Such pay increment advancements shall be automatic. Any credit given for previous experience shall be discussed with the Union.

Appendix C
ACADEMY COST REIMBURSEMENT FORM

TRAINING REIMBURSEMENT AGREEMENT

This Training Reimbursement Agreement (the “Agreement”) is entered into by and between the City of Sheldon, Iowa (the “City”) and _____, an individual, (the “Employee”).

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF _____ AS A POLICE OFFICER, AND TO SPECIFY THE CONSIDERATION THAT _____ PROVIDES THE CITY IN RETURN FOR THE TRAINING. IT WILL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT THAT WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON _____.

- 1. Training.** The City and the Employee agree that the Employee may be required to attend the Iowa Law Enforcement Academy (the “Academy”) at the expense of the City to receive certification as a Law Enforcement Officer in accordance with the Academy’s training requirements (the “Training”). The City will pay the expense of the Training and will pay the Employee’s regular wages during the Training. Employee agrees to reimburse the City in accordance with the rules for reimbursement as stated hereafter in this Agreement. The expenses the Employee agrees to reimburse include the City’s cost of Employee’s paid time attending the Academy, traveling to and from the Academy and studying for Academy classes on City time, as well as the City’s expenditure for the Employee’s mileage, food, ammunition, and tuition while attending the Academy, and the City’s cost of replacing an Officer while the Officer is in training if the replacement Officer is a temporary Employee hired for that purpose only, or if the replacement of the Employee requires the payment of overtime to the replacing Officer (the “Total Training Expenses”). The Employee will not be responsible for reimbursing the City for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the City. Total Training Expenses are based on the actual cost incurred by the City, as these costs become known.
- 2. Work Required.** Employee may, at the City’s option, be required to work for the Sheldon Police Department while attending the Training, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief’s designee. The hours expended by Employee in attending the Training and service to the Sheldon Police Department will be subject to the same limitations and compensatory time policies as apply to all police officers of the City.
- 3. Probationary Period.** Employee will have a twelve (12) month probationary period consistent with the separately executed collective bargaining agreement and the City’s personnel policy.
- 4. Post Training Work.** Employee will serve as a full-time police officer of the City after graduation from the Academy and upon meeting all criteria needed to receive proper certification.

5. **Work Duration Required.** In consideration for the City providing the Training, Employee agrees to work for the City as a police officer for at least four (4) years from the date the Employee graduates from the Academy and has met all criteria needed to receive certification.
6. **Failure to Complete Training – Reimbursement.** In the event the Employee does not successfully complete any required Training, Employee will be released from employment with the City, and Employee will reimburse the City for its Total Training Expenses incurred as of that date in accordance with the terms set forth in Section 11 of this Agreement.
7. **Voluntary Resignation – Reimbursement.** In the event the Employee voluntarily resigns from the Sheldon Police Department without having served as a certified police officer for at least four (4) years, the Employee will reimburse the City for Total Training Expenses incurred as follows:
 - a. If Employee resigns less than one (1) year following completion of the Training, Employee will reimburse the City for one hundred percent (100%) of the Total Training Expenses.
 - b. If Employee resigns one (1) year or more but less than two (2) years following completion of the Training, Employee will reimburse the City for seventy-five percent (75%) of the Total Training Expenses.
 - c. If Employee resigns after two (2) years or more but less than three (3) years following completion of the Training, Employee will reimburse the City for fifty percent (50%) of the Total Training Expenses.
 - d. If Employee resigns after three (3) years or more but less than four (4) years after completion of the Training, Employee will reimburse the City for twenty-five percent (25%) of the Total Training Expenses.
8. **Dismissal or Termination – Reimbursement.** If the Employee is dismissed during the probationary period, or properly terminated without having served as a certified officer for at least four (4) years, the Employee will reimburse the City for the Total Training Expenses incurred. The City and the Employee agree that upon such dismissal or termination, any outstanding Total Training Expenses may be deducted from the Employee’s final wages (to the extent permitted by law) and this Agreement will serve as “written authorization from the employee” for such deduction within the meaning of Iowa Code § 91A.5(1)(b). If the Employee is dismissed for any other reason, such as a reduction in force, the Employee will not be required to pay the City for any unpaid Total Training Expenses owed.

9. **Completion of Required Service.** At the end of four years (4) of service as a certified police officer, the amount owed for Total Training Expenses by Employee will be zero dollars (\$0.00).
10. **Limitation of Employee's Reimbursement Obligation – FLSA.** Employee and City agree that the this Agreement is subject to the provisions of the Federal Fair Labor Standards Act (“the Act”) and that Employee's reimbursement obligation under this Agreement is limited, such that Employee must be paid at least the minimum hourly wage as required by the Act for all hours during which the Employee is engaged in the Training, including attendance at training sessions, travel time to and from training sessions and studying for such training, as such time is documented to the City in signed and dated timesheets provided by Employee as provided in paragraph one hereof.
11. **Promissory Note.** Should Employee be required to reimburse the City under the terms of this Agreement, Employee promises to pay the City for any Total Training Expenses owed to the City in consecutive monthly payments of at least Two Hundred Dollars (\$200.00), together with interest that will be one percentage point greater than the prime rate of interest quoted in The Wall Street Journal as of the Employee's date of termination. The first payment will be due thirty (30) days after Employee's date of termination of employment, and on the same date each month thereafter. Interest will commence with the Employee's date of termination and will be calculated on the unpaid principal balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of principal. Notwithstanding the foregoing, no interest will be due the City if the Employee pays the entire principal balance within thirty (30) days of Employee's date of termination. If requested by the City, Employee will execute a separate promissory note that is consistent with the terms of this Agreement.
12. **Death or Disability of Employee.** If during the Employee's term of employment with the City, Employee is killed or permanently and totally disabled as defined by Chapter 85 or Chapter 411 of the Iowa Code, Employee or Employee's estate will be relieved of all obligation to reimburse the City for the Total Training Expenses under this Agreement.
13. **Amendment or Cancellation.** This Agreement may be amended or canceled only upon agreement of both the City and the Employee, made in writing and signed by both parties.
14. **Employee's Residence.** Employee will notify City of the Employee's place of residence while employed by the City or until such time as the debt for Total Training Expenses is satisfied in full.
15. **Decertification.** If reimbursement is not made in accordance with this Agreement, the Employee understands that the City at its option may seek Employee's decertification as an Iowa law enforcement officer.
16. **Purpose of Agreement.** This Agreement is for the purposes of bona fide employment and not for the purposes of achieving certification for the officer by way of “sponsorship” through the Academy.

17. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Iowa.
18. **Severability.** In the event that one or more of the provisions of this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the remaining provisions of this Agreement, and they will remain in full force and effect.

(Signature page follows.)

Executed this ____ day of _____, 2020

CITY OF SHELDON, IOWA

By: _____
Its: Police Chief

EMPLOYEE

STATE OF IOWA)
 :SS
COUNTY OF O'BRIEN)

This document was acknowledged before me on _____, 2020, by
_____, Police Chief of the City of Sheldon, Iowa.

Notary Public

STATE OF IOWA)
 :SS
COUNTY OF O'BRIEN)

This document was acknowledged before me on _____, 2020, by
_____.

Notary Public