

AGREEMENT
CITY OF AMES
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 234C

July 1, 2025 through June 30, 2028

This agreement made and entered into as of this 1st day of July, 2025, by and between the City of Ames, Iowa, hereinafter known as the "Employer", and the "City", and the International Union of Operating Engineers hereinafter known as the "Union".

ARTICLE 1
RECOGNITION

1.1 The City recognizes the Union as the sole collective bargaining agent for all regular employees in the following described unit as certified by the Public Employment Relations Board in Case No. 102996. Included in the unit are the following position titles: Lead Laneworker, Mechanic, Lead Mechanic, Mechanic Assistant, Lane Worker, and Transit Driver. Excluded are all supervisory personnel and all other City classifications.

ARTICLE 2
DEFINITIONS

2.1 An employee is one described in Article I above.

2.2 A regular employee is a full-time or part-time permanent employee who has completed their probationary period.

A permanent employee is one whose employment is intended to be permanent and not temporary.

A full-time employee is one whose normal employment schedule is forty (40) hours or more per week.

A part-time employee is one whose normal employment schedule is for at least twenty (20) but less than forty (40) hours per week.

Excluded are employees whose normal employment schedule is less than twenty (20) hours per week.

Permanent employees hired on either a full-time or part-time basis shall be scheduled to work the number of hours for which they were hired unless modified because of unforeseen conditions or emergencies. In such cases the affected employee will be notified of this change at least ten (10) days in advance except in the case of emergencies.

A probationary employee is one who has not completed their first six months of continuous service with the City as a permanent employee. During the probationary period, such employee may be terminated, suspended, otherwise disciplined, or laid off for any reason at the sole discretion of the City.

2.3 Except where the context clearly indicates otherwise, the word "employee" when used in this agreement shall be limited to mean "regular employee".

2.4 "Days" when used in this agreement except where otherwise specified shall mean calendar days.

ARTICLE 3
EMPLOYER AND UNION RIGHTS AND RESPONSIBILITIES

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

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

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

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

3.2 Management Rights. The Union recognizes those rights and responsibilities which belong solely, exclusively, and without limitation to the employer, including those rights set out in Section 7 of the Public Employment Relations Act (Chapter 20, Code of Iowa) and without limitation on the foregoing, the right to manage the City business and to direct the working force, the right to hire employees, the right to maintain order and efficiency, the right to extend, maintain, curtail or terminate operations of the City, the right to determine the size and location of operations, the right to subcontract work, and to determine the type and amount of equipment to be used, the right to assign work, the right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities, the right to create, modify and terminate departments, job classifications and job duties, the right to transfer, promote and demote employees, the right to discipline, suspend, and discharge employees and the right to lay off; the right to determine the number and starting times of shifts, the number of hours and days in the work week, and hours of work; the right to determine the number of persons to be actively employed at any time, the right to enforce and require employees to observe rules and regulations set forth by the City, and the right to set work standards and to maintain performance records for all jobs. Provided, however:

- (a) These management rights shall not be used for the purpose of discriminating against any employee because of their membership or non-membership in the Union.
- (b) The right to discipline employees is subject to the limitations and procedures provided in this agreement.
- (c) The exercise of these management rights is subject to the express provisions of this contract and to the obligations of the employer with respect to the safety of the employees.

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

3.4 Union Membership. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of employees to refrain from Union membership.

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

3.6 Union Visitation Rights. For purposes of investigating pending grievances and consulting with Union stewards on legitimate Union business, duly authorized representatives of the Union shall have access to City premises only with the prior written consent of the City Manager and/or department head; this consent shall not be unreasonably withheld, but such visits by Union representatives shall not interfere with the normal performance of duties by City employees.

3.7 Bulletin Board. Bulletin board space shall be provided in each department affected by this contract which may be used by the Union or employees for the posting of Union notices relating to Union meetings or other bona fide Union business not contrary to the City's interests. These notices shall be signed by an official representative of the Union and initialed by the City Manager and/or department head before posting.

ARTICLE 4 ADJUSTMENT OF GRIEVANCES

4.1 Discipline.

- (a) The City will not discipline regular employees except for cause which is defined to include but not limited to the following: intentional falsification of employment application, time card or other records, intentional or reckless damage to City property, tardiness, drunkenness, drug usage (other than usage as prescribed by a licensed physician), failure to report for work without good cause, failure to give notice of inability to report for good cause, inefficiency, insubordination, theft, refusal to perform assigned duties, violation of City or Utility policies, rules or regulations, or any act or conduct which is in breach of or contrary to the provisions of this agreement.
- (b) In all cases where regular employees are suspended or discharged, notice thereof shall be given to the Union and the reasons therefor shall be given to the employee and to the Union upon request of the employee. If it is claimed that such discharge was in violation of this agreement and such claim cannot be satisfactorily settled by the employee, the Union steward and the immediate supervisor involved, appeal from discharge or suspension must be taken within five (5) working days by written notice to the City; otherwise, no appeal will be allowed. Such appeal shall be processed through the grievance procedure at Step 2.

4.2 Grievance and Arbitration. A grievance is defined as a dispute an employee or group of employees may have with the employer concerning the interpretation, application or violation of the terms of this agreement by the employer. Should an employee or group of employees have a grievance, it shall be adjusted in the following manner:

Step One. An employee who claims a grievance shall present such grievance, with or without a steward, to the employee's section head or immediate supervisor or their assistant within five (5) working days after the occurrence upon which the grievance is based. The grievance shall be reduced to writing, signed by the aggrieved employee and the steward (or business representative) and shall specifically state the section or sections of this agreement alleged to have been violated. The superintendent or their assistant shall give their oral answer to the steward within five (5) working days after the grievance has been presented to them.

Step Two. If the grievance is not settled in Step One, it may be appealed by the employee and/or steward within five (5) working days after the answer in Step One. The written grievance shall be promptly presented to the department head or their designated representative, who shall give their answer in writing to the

employee and steward (or business representative) within five (5) working days after the grievance has been presented to them.

Step Three. If the employee or Union is not satisfied with the disposition of the Grievance in Step Two, it may be appealed by the employee or the Union within five (5) working days by presenting the grievance in writing to the City Manager. The answer of the City Manager after such investigation or hearing or other procedure as the City Manager deems appropriate shall be given within ten (10) working days after submission of the grievance to them.

Step Four.

(a) Demotion, Suspension, Discharge.

- (1) For employees covered under Civil Service, appeals beyond Step Three in matters of suspension, demotion, or discharge shall be taken to the Civil Service Commission. To have standing under Section 400.20 of the Code of Iowa, any such appeal must be filed with the clerk of the Civil Service Commission within fourteen (14) calendar days after the employee is notified of a Step Three grievance denial.
- (2) For employees not covered under Civil Service, in matters of demotion, suspension or discharge, appeals of the City Manager's action on the grievance may be taken to arbitration as described in Step 4(b).

(b) Other Grievances. Other grievances may be pursued beyond Step Three in the following manner:

Within ten (10) working days after the receipt of the City's Step Three answer, the grievance may be appealed by the Union to arbitration by submitting a written notice to the City Manager, signed by a representative of the Union. Such notice shall state the specific section(s) of the agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If the parties are unable to agree, the charging party shall, within thirty (30) days of the other party's denial at Step Three, request the Federal Mediation and Conciliation Service to submit to the parties a list of five (5) arbitrators. Immediately after receipt of the list the parties shall attempt to choose an arbitrator; or if unable to agree, the parties will alternately strike one (1) name from the list, beginning with the Union, until only one (1) name remains on the list. The person whose name remains unscratched will be the arbitrator selected. The parties shall cooperate in their mutual interest of effecting the arbitration procedures, without deliberate delay on the part of either the City or the Union.

4.3 Time Limits. The failure by an employee, the Union, or its representatives to process a grievance within the applicable times specified above shall bar an employee, the Union, or its representatives from further pursuit of the grievance, and any such grievance shall be considered settled. The failure by the employer to reply within the applicable times specified above shall be deemed a denial of the grievance which may then be appealed to the next step. The time limits may be extended at any time by mutual written agreement.

4.4 Grievance and Arbitration Expenses and Limits. The Union and the employer shall share equally the expenses and fees of the arbitrator and each shall pay its own expenses during the grievance and arbitration procedures. A decision of an arbitrator, within the scope of their authority, shall be final and binding on the Union, the employer, and the aggrieved employee(s). The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the City and the Union.

No grievance or arbitration shall be pursued or entertained which is properly cognizable or pursued under the Merit or Civil Service System or procedures established pursuant to Chapter 400, Code of Iowa.

ARTICLE 5
MERIT SYSTEM CITY PERSONNEL RULES AND POLICIES

5.1

- (a) Civil Service employees and their employment which is covered by this agreement are subject to and governed by rules and procedures of the Civil Service Commission and Chapter 400, Code of Iowa.
- (b) Non-civil Service employees in the bargaining unit and their employment are covered by this agreement.

5.2 Employees subject to this contract shall not be eligible for merit type pay raises as outlined in the City personnel rules but will be subject to negotiated rates as herein contained.

ARTICLE 6
SENIORITY

6.1 Definition. Seniority shall mean length of continuous full time, regular service in the service of the City. Permanent part-time employees are eligible for seniority on a prorated basis.

6.2 Application. Subject to the other provisions of this agreement, where qualifications, performance, ability and fitness are equal between those eligible for promotions to fill vacancies, or those subject to layoff or eligible for recall, seniority shall be considered in the selection of employees for such promotion, layoff or recall, and with respect to any such other matters as are expressly set out in this agreement.

ARTICLE 7
(RESERVED)

ARTICLE 8
(RESERVED)

ARTICLE 9
FILLING VACANCIES

9.1 Types of Appointment. All vacancies in the competitive service shall be filled by transfer or demotion from a preferred list or by appointment from certified eligibles. In the absence of persons eligible for appointment in these ways, temporary appointments may be made.

9.2 Notice of Vacancy. Whenever a vacancy in the competitive service in the City is to be filled, the Human Resources Director shall cause to be posted notification of openings on the bulletin board in each department and/or functional area. The City Clerk shall advise the Human Resources Director as to the availability of persons on preferred lists or on promotion or open eligible lists. If there is no preferred list available for the class, the appointing power shall have the right to decide whether to fill the vacancy by transfer, or appointment from a promotional or open eligible list, provided that vacancies in the classes above the lowest in a promotional series of classes shall be filled by promotion when qualified candidates can be found among those persons employed in such series of classes.

9.3 Appointment. After interviews and investigations, the appointing power shall make appointments from among those certified, and shall immediately notify the Clerk of the City of the persons appointed. A person accepting appointment shall present themselves to their department head for orientation, and processing on or before the date of appointment. If the applicant indicates acceptance of the appointment and presents themselves for duty within such period of time as the department head shall prescribe the applicant shall be deemed to be appointed; otherwise, the applicant shall be deemed to have declined appointment, unless within twenty-four (24) hours the applicant presents acceptable reasons for their actions to the department head.

9.4 Temporary Appointment. Whenever there is a need for a short term or seasonal employee, or in the absence of a preferred list or certified eligible list, or when necessary to prevent the stoppage of public business, the appointing power may make a temporary appointment of an applicant meeting the minimum qualifications for the position until the services of the short-term employees are no longer required or until a list of eligibles can be certified. A temporary appointment to a Civil Service position made in the absence of a preferred or certified eligible list shall be limited to ninety (90) days for any one person in the same vacancy, but such limitation shall not apply to any person temporarily acting in a position regularly held by another. Temporary appointments to non-Civil Service positions in the bargaining unit shall be limited to one hundred twenty (120) days for any one person in the same vacancy, but such limitation shall not apply to any person temporarily acting in a position regularly held by another.

9.5 Temporary Assignments.

- (a) Policy. No employee shall be required to perform duties which are not closely related both in kind of work and in level of responsibility to duties normally assigned to positions in the employee's class, except on a short-term temporary or emergency basis.
- (b) Vacancy Because of Resignation, Termination, Death, Leave of Absence. In the event of a vacancy caused by resignation, termination, death, leave of absence, etc., a replacement may be temporarily assigned the duties of the position. The replacement shall receive the appropriate remuneration beginning with the first day the replacement assumes the new duties.
- (c) Short-Term Absences. Employees who replace others because of a short-term absence such as normal sick leave and vacation time shall be compensated at the out-of-class rate for any time beyond two (2) normal work weeks.
- (d) Written Assignment and Acceptance. An employee may receive out-of-class pay only when the department head designates in writing that such employee is serving in the higher classification.
- (e) Under Emergency Situations or Unforeseen Conditions. As determined by the department head, and not in conflict with other sections of this article, an individual may be temporarily assigned to a position with a higher rate of pay and receive same when such position is created for a longer period of time than one (1) working day.

ARTICLE 10
PROBATIONARY PERIOD

10.1 Length of Probationary Period--Procedure for Regular Appointment or Rejection. Employees shall be covered by this bargaining agreement upon successful completion of the probationary period prescribed by Chapter 400 of the Code of Iowa. All original appointments shall be subject to a probationary period of six (6) months of continuous service. The probationary period shall be regarded as a part of the examination process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to their position. Employees whose performance during this period indicates an inability to meet established standards shall be rejected. On or before the expiration of six (6) months continuous service of an employee, the employer will notify the Union as to whether the employee will become a regular employee.

Any leave of absence except approved military training or jury duty of more than one (1) work week in duration occurring during the initial six (6) months of employment shall not be included as part of the probationary period.

10.2 Rejection of Probationer. During the probationary period for an original appointment, an employee may be terminated at any time without the right of appeal.

10.3 In-Service Appointment. In accordance with Section 400.9(3) of the Code of Iowa, an employee who is laterally transferred, voluntarily demoted, or promoted shall hold full Civil Service rights in the position.

10.4 Return to Previous Position. During the first thirty (30) calendar days following a promotional appointment, an employee may return to the employee's previously held job if the position is still vacant, and subject to the requirements of Chapter 400 of the Code.

ARTICLE 11
HOURS OF WORK, PAY RATE AND LEAVES

11.1

(a) Shift Workers.

- (1) Employees whose jobs are such that service requirements impose the necessity for continuous or substantially continuous operation of those jobs or operation of such jobs seven (7) days a week even though not continuously, shall be designated as "shift workers."
- (2) Eight (8) consecutive hours shall constitute a regular work day for shift workers except where time excluded for meals is agreed to by the City and the Union.
- (3) Five (5) regular work days shall be worked regularly within a regular work week, and all days off shall run consecutively unless otherwise mutually agreed between the City and the Union.
- (4) Shifts and scheduled work days shall be rotated between employees concerned, to the end that each employee shall serve their fair share of each shift. Scheduled regular work days and regular work hours shall be posted, and any changes made shall be posted at least ten (10) days in advance except in the case of emergencies or unforeseen circumstances. The ten (10) day written notice provision may be waived in the case of special assignments upon written agreement of the involved employee(s) and supervisor(s). No employee shall be coerced to waive the notice period.
- (5) Designated holidays shall be observed as officially recognized holidays except that Christmas Day, Thanksgiving Day, Labor Day, Independence Day, and New Years Day will be recognized on the actual holiday.
- (6) A shift premium of two dollars (\$2) per hour shall be paid to Transit Drivers and Lane Workers working Moonlight Express shifts.

(b) Day Workers.

- (1) Employees other than shift workers shall be designated "day workers".
- (2) Eight (8) consecutive hours, excluding time out for meals, shall constitute a regular work day for day workers.
- (3) Five (5) consecutive regular work days shall constitute one regular work week for day workers. Scheduled regular work days and regular work hours shall be posted and any changes made shall be posted at least ten (10) days in advance except in the case of emergencies or unforeseen circumstances. The ten (10) day written notice provision may be waived in the case of special assignments upon written agreement of the involved employee(s) and supervisor(s). No employee shall be coerced to waive the notice period.

(c) Meals.

- (1) Regular Work Week. If an employee is required to report to duty three (3) hours prior to their normal work day or works three (3) hours after their normal work day or six (6) hours after the evening meal, the employee shall be entitled to a meal at City expense on their own time unless the meal is provided at the job site.

- (2) Holidays and Scheduled Days Off. If an employee works four (4) hours or more of overtime and through a meal or four (4) hours or more after the evening meal, the employee shall be entitled to a meal at City expense on their own time unless the meal is provided at the job site.
- (3) Reimbursement Rate. Employees will be paid for each meal earned through regular payroll at the rate of one-third (1/3) the Federal Per Diem Rate for meals and incidentals as published annually by the Internal Revenue Service.

(d) Rates of Pay -- Regular Work Week.

- (1) Straight Time. Straight time pay shall be paid for five (5) regularly scheduled eight (8) hour days per week.
- (2) Overtime Pay. Hours worked over eight (8) hours in a twenty-four (24) hour period beginning with the employee's normally scheduled starting time shall be paid at the rate of time and one-half (1 1/2) of an employee's regular hourly rate of pay. Double time shall be paid for hours worked over sixteen (16) hours in a twenty-four (24) hour period beginning with the employee's normally scheduled starting time.

For the purpose of determining overtime eligibility under this section, compensatory time or paid leave shall count toward eight (8) hours worked in a twenty-four (24) hour period.

For the purpose of determining double time eligibility under this section, compensatory time or paid leave shall count toward sixteen (16) hours worked in a twenty-four (24) hour period.

- (3) Compensatory time. An employee may elect to earn compensatory time off in lieu of overtime pay as determined by Sections 11.1(d)(2), 11.1(e), and 11.1(f) by notifying their supervisor by the end of the employee's pay period. If the employee does not notify the supervisor by the end of the pay period, the time shall be earned as overtime pay. In case of emergency with potential for state or federal reimbursement (as determined by the City Manager or Assistant City Manager), the compensatory time accrued in addressing the needs of the emergency situation shall be satisfied through a cash payment.

No regular full-time employee shall be allowed to accumulate more than eighty (80) hours of compensatory time. Compensatory time shall be granted at such times as are mutually agreed upon between the involved employee and their supervisor. Compensatory time off shall not be granted in units of less than one-half (1/2) hour at a time.

CyRide Drivers. Due to constant fluctuations in employment status hours, regular part-time CyRide drivers shall be allowed to accumulate up to eighty (80) hours of compensatory time. Compensatory time shall be granted at such times as are mutually agreed upon between the involved employee and their supervisor. Compensatory time will be granted in increments of 0.1 hours, with a one-half (1/2) hour minimum.

- (4) Alternate Work Schedules.

At the sole discretion of management a shift comprising forty (40) hours per week of other than five (5) eight (8) hour days may be adopted for specific work units provided that each shift is not more than ten (10) hours per day. Overtime on a daily basis shall be paid for hours worked beyond a normally scheduled shift; e.g. for a ten (10) hour shift overtime shall begin with the eleventh (11th) hour. Should this provision be implemented, notice will be given to affected employees in accordance with Section 11.1(a)(4) or 11.1(b)(3).

For those employees on a work schedule of more than eight (8) hours per day, holiday pay of eight (8) hours shall be paid in accordance with Section 11.1(g); however, the employee may

elect to use vacation or accrued compensatory time to make up the difference to equal the amount of a full day's pay.

Part-Time Transit Driver Benefited Vacation Relief positions shall be paid PT Transit Driver B Step hourly rate immediately upon taking the position. When PT Transit Drivers reach B Step (3120 hours), wages will follow the applicable wage addendum thereafter. In addition, PT Transit Drivers at Step B or Step C shall receive two dollars (\$2.00) per hour of differential pay for hours worked on these shifts.

(e) Rates of Pay-Scheduled Days Off - Saturday/Sunday.

- (1) For compensation purposes the day will start at the same time the employee is regularly scheduled to start in the work week.
- (2) The employee shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate for the first sixteen (16) cumulative hours worked. Thereafter, the employee shall be paid at the rate of double time for such additional hours until twenty-four (24) hours have elapsed from the normal starting time.

- (f) If an employee is released from duty and is thereafter called back to work at the overtime rate as provided therein, a minimum of two (2) hours at one and one-half (1 1/2) times their regular hourly rate shall be paid for such time worked.

This provision shall not apply, however, for hours worked immediately prior to an employee's normal work shift if the employee is already at the work site and is willing to begin work. In this case, the regular overtime rate shall apply for extra time worked; with the employee still being entitled to work their full regular work shift.

- (g) Rates of Pay - Holidays. All of the provisions of Article 11.1(d) shall govern compensation for holidays with the following addition:

- (1) Eight (8) hours straight time compensation for the holiday in addition to the above.

As provided for in Section 11.3(a), an employee who takes sick leave on the closest regularly scheduled workday preceding or following a holiday may be required by the department head or their designee to provide a Physician's Certificate stating the reason for the absence. Failure to provide this Physician's Certificate in accordance with Section 11.3(a) will result in the loss of holiday pay.

- (h) Method of Computing Pay Rates. The annual rate of compensation for full time employees shall be computed by multiplying the hourly rate by 2080. The monthly rate shall be computed by dividing the annual rate by twelve (12). Any necessary rounding shall be in the conventional manner.
- (i) Any employee who is required to work continuously past their regular quitting time, will be notified one-half (1/2) hour before the regular quitting time.

11.2 Vacation and Holiday Formulas.

- (a) Purpose. The purpose of vacation leave is to enable the employee to enjoy periodic rest from their regular job so that the employee may return to their work mentally refreshed.
- (b) Amount. All regular full time employees shall earn vacation on a monthly basis at the following rates which reflect longevity in City service.

- (1) Six (6) hours and forty (40) minutes each month for the first seven (7) years of service (months 1 through 84).

- (2) Ten (10) hours each month through the fourteenth (14th) year of service (months 85 through 168).
 - (3) Thirteen (13) hours and twenty (20) minutes each month after completing fourteen (14) years (months 169 through 276).
 - (4) Sixteen (16) hours and forty (40) minutes each month after completing twenty-three (23) years (months 277 and on).
- (c) Part-Time Employees. Employees who work less than full-time, but more than 1,040 hours a year, shall be credited vacation on a pro-rata basis. For purposes of computing vacation leaves, a working day shall be considered as one-fifth (1/5) of the number of working or duty hours in the established work week.
- (d) Accrual. An employee who enters the employ of the City on or prior to the fifteenth (15th) of the month, or who leaves the employ of the City after the fifteenth (15th) of the month, shall earn vacation leave for that month.

Vacation leave may be accumulated to a limit of one and one-half (1-1/2) times the annual rate and is expressed as follows to the nearest day:

Vacation leave shall not be accumulated in excess of fifteen (15) working days or in the case of employees with seven (7) or more years of service (months 85 through 168), twenty-three (23) working days, or in the case of employees with fifteen (15) or more years of service (months 169 through 276), thirty (30) working days, or in the case of employees with twenty-three (23) or more years of service (months 277 and on), thirty-eight (38) working days.

- (e) When Taken. Each department will maintain records of vacation leave credit and its use. Departments will schedule such vacation leaves with regard to seniority of employees, the department's operating requirements and responsibilities, and insofar as possible with the requests of employees.

CyRide employees will be granted vacation leave in increments of 0.1 hours, with a one-half (1/2) hour minimum.

- (f) Holidays Occurring During Vacation Period. In the event one or more municipal holiday(s) occur during an employee's scheduled vacation, such holiday shall not be charged as vacation leave. No holidays will be granted which fall during terminal vacation or leaves of absence.
- (g) Terminal Leave. Any permanent employee leaving the employ of the City shall be compensated for vacation leave credited and unused to the date of their termination, provided the employee has been in the continuous service of the City for at least six (6) full months and has given a two (2) week written notice to the appropriate department head.
- (h) Waiving Vacation Prohibited. Because vacation leave is granted to employees for a period of recreation, no employee shall be permitted to waive such leave for the purpose of receiving double pay.
- (i) Cy-Ride Drivers. The employer shall provide the opportunity for three (3) full-time and one (1) part-time Driver to be off for vacation during the summer months and two (2) full-time and one (1) part-time Driver during the winter months except for the first two (2) weeks of fall and spring semesters. Winter months shall be November 1 to March 31. Summer months shall be April 1 to October 31.

If, ten (10) days in advance of the date requested off, a full-time vacation slot is still available, one (1) part-time Driver will be allowed to fill the guaranteed full-time Driver slot. This exception only applies during the winter months.

11.3 Sick Leave

- (a) Policy and Procedures. All probationary and full-time permanent employees shall be entitled to sick leave with pay at the rate of one (1) working day for each calendar month of service. Part-time "A" step Transit Drivers and Lane Workers at CyRide will be eligible to accrue sick leave after 6 months of continuous employment. Sick leave shall not be considered as a right which an employee may use at their discretion, but shall be allowed only in the case of actual personal sickness, disability, or as utilized by Section 11.4 of this Article. Sick leave may also be used for physical examinations and consultation with physicians. Sick leave accrual rates for part-time employees are outlined in Section 23.1.

In order to receive compensation while absent on sick leave, the employee shall notify their immediate supervisor or the City Manager prior to the time set for beginning their daily duties. All sick leave shall be approved by the department head and City Manager. The department head may waive the daily notification requirement in cases of extended sick leave. In such cases the department head may require periodic reports of the employee's medical status and prognosis.

An employee may be required to provide substantiation of sick leave use which occurs immediately preceding or following a holiday, as provided by Section 11.1(g).

If, during an absence of three (3) days or less, a department head suspects an employee is abusing sick leave, the employee may be required by their supervisor to provide a Physician's Certificate. The parties recognize that patterns of sick leave use may be indicative of abuse. These patterns include but are not limited to: frequent absences of short duration, failure to maintain a sick leave accrual balance, and absences before or after a holiday or weekend. If management determines that an employee's sick leave usage fits such a pattern, the employee will be asked to explain their reasons for such absences. If the employee claims to suffer from a chronic or recurring illness, the department head may require the employee to submit a physician's statement attesting to the condition and its effect on the employee's ability to perform the duties of their position, as well as the prognosis. The employee, supervisor, and the Union will agree on a plan, including a time frame, to improve attendance. The plan will be in writing. If attendance does not improve as agreed, or if the employee refuses to cooperate, discipline may be imposed.

Sick leave may be accumulated from year to year with no maximum limit and may be granted in minimum units of one-half (1/2) hour. Sick leave will be granted in 0.1 hour increments for employees of CyRide with a one-half (1/2) hour minimum.

An employee receiving temporary disability payments under the Worker's Compensation Laws may use accumulated sick leave in order to maintain his/her regular income.

Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave during such absence.

An employee who enters the employ of the City before the sixteenth (16th) day of the month or who leaves the employ of the City after the fifteenth (15th) day of the month shall earn sick leave for that month.

- (b) Payment for Unused Sick Leave. In the event of regular or disability retirement provided for under one of the officially established retirement plans of the City, or death of an employee prior to regular retirement, such employee is entitled to payment for unused sick leave as follows:

Twenty-five (25%) percent of the employee's last regular hourly rate of pay for all hours in excess of 720 (90-eight hour work days).

A post-employment health savings plan shall be included in the agreement if a mutually acceptable plan can be identified. The provisions of the plan shall be described in the selected plan document. Contributions to the plan will consist exclusively of Employee sick leave upon retirement. All

employees will participate in the plan and each employee's contribution will be equal to 25% of the employee's last regular hourly rate of pay for all hours in excess of 720 (90 eight hour work days).

11.4 Family Sick Leave. Employees may use up to forty (40) hours of accrued sick leave per fiscal year for occasions which require the employee to care for a close family member who is incapacitated due to illness or injury, or who has examinations and consultations with physicians and other health care providers licensed by the State of Iowa. Family sick leave shall be subject to the same eligibility qualifications, documentation, and other terms and conditions as employee sick leave.

Family sick leave shall be pro-rated for half-time employees, who may use up to twenty (20) hours of accrued sick leave per fiscal year, and for three-quarter time employees, who may use up to thirty (30) hours of accrued sick leave per fiscal year.

For the purpose of Family Sick Leave, a close family member is a member of the employee's household, current or former dependents, or an individual who had a close role in raising the employee as a child. A person who claims that an individual is a close family member for the purpose of accessing leave benefits may be required to support their claim with evidence.

11.5 Emergency and Funeral Leave.

- (a) Emergency Leave. In the event of a death of a close family member or extended family member, emergency leave of up to twenty-four (24) hours with pay shall be granted to all probationary and regular full-time and regular part-time employees. Sixteen (16) hours of additional emergency leave may be granted and charged to sick leave.

In the event of a serious illness of a close family member or extended family member, emergency leave shall be limited to twenty-four (24) hours per employee per fiscal year and shall be taken in a minimum of one (1) day increments. Sixteen (16) hours of additional emergency leave may be granted and charged to sick leave one time per fiscal year in conjunction with the use of emergency leave. Serious illness is generally considered an illness, injury, impairment, or physical or mental condition that involves inpatient care (i.e. overnight stay) in a hospital, hospice, or medical care facility; or continuing treatment by a health care provider of at least three consecutive calendar days.

Days when an employee may be absent from the work place will be determined by the employee and the department head or appropriate supervisor.

For the purposes of this section, a close family member is a member of the employee's household, current or former dependents, or an individual who had a close role in raising the employee as a child. A person who claims that an individual is a close family member for the purpose of accessing leave benefits may be required to support their claim with evidence. An extended family member is a relative of an employee, whether by blood, marriage, or adoption, who is not considered a close family member.

- (b) Funeral Leave. Permanent full-time employees may be allowed up to four (4) hours off with pay to attend the funeral of a City employee or a retired City employee. The need for continuing essential services and emergencies may limit the number of employees who may attend a funeral. The department head may decide on the amount of time actually required for funeral attendance up to four (4) hours and the number of employees who may attend the funeral.

11.6 Leave for Pregnancy, Birth, Adoption, or Foster Placement. In accordance with State and Federal law, an employee who is pregnant shall be granted leave under the same criteria as other medical conditions. The employee must present, to the Department Head, a physician's certificate indicating the anticipated dates she will be unable to perform her regular duties. Any form of accrued leave (including sick leave, vacation, or compensatory time) may be used for the duration of an absence under this section.

Employees who are eligible for leave under the Family and Medical Leave Act (FMLA) due to birth, adoption, or the placement of a foster child into the employee's home, including leave for an employee whose

partner has given birth, may receive up to 12 consecutive (unless the Department Head approves the taking of leave intermittently) weeks of parental leave in accordance with the City's FMLA policy. Sick leave, vacation, banked holidays, compensatory time, or leave without pay may be used during the period of absence.

All sick leave, vacation, banked holidays, compensatory time, and leave without pay used under the terms of this article will be counted toward maximum allowable FMLA leave.

11.7 Military and Peace Corps Leaves. The City Manager shall grant leave without pay to employees for the purpose of regular service or training duty in the Armed Forces of the United States or as an action volunteer without loss of seniority; provided that military leave shall be with pay during the first thirty (30) days of such leave. All employees taking such leave shall give the City Manager an opportunity to determine, within the limits of government regulations, when such leave shall be taken. At the employee's option, an employee commencing a military leave of absence of more than ninety (90) days shall be paid in a lump sum for all accrued vacation leave.

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

11.8 Leave of Absence Without Pay. The City Manager may grant a permanent or probationary employee a leave of absence without pay if in the City Manager's opinion such leave will serve the best interests of the City. No such leave shall be granted except upon written request of the employee setting forth the reason for the request. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be returned to the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Leave of more than sixty (60) days, except for disability, shall result in loss of seniority right. Sick leave or vacation benefits do not accrue during a leave without pay.

Transit Drivers on authorized leave without pay taken for the mutual benefit of the employee and Cy-Ride during periods of seasonal reduced bus service, shall continue to accrue seniority during such leaves up to 120 days. Cy-Ride departmental seniority shall be based on hours worked.

Department heads may grant a permanent or probationary employee a leave of absence without pay for a period not to exceed one (1) week. Such leave shall be reported immediately to the City Manager.

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

11.10 Holidays. The following shall be holidays for employees of the City of Ames: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, plus a floating Christmas holiday to be established. When Christmas falls on Tuesday, Wednesday, Friday or Saturday, in addition to the legal holiday observance, the preceding work day shall also be observed as a holiday. When Christmas falls on Sunday, Monday or Thursday, in addition to the legal holiday observance, the following work day also shall be observed as a holiday.

Employee shall not be required to be on duty on holidays unless the employee's services are required for an emergency or performance of an essential public service. If a day or shift worker is called to service on a holiday when they were not scheduled to work, the employee shall be entitled to pay at two (2) times their regular rate. If a day or shift worker is scheduled to work on a holiday, the employee shall be entitled to pay at one and one-half (1-1/2) times their regular rate.

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed.

11.11 Injury Leave.

- (a) Accident Reports. When an employee of the City suffers an injury in line of duty, a report of such accident shall be made immediately by the head of the department in which such individual is employed to the Risk Manager. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto.
- (b) Leave. Injury leave (with pay) shall be granted to permanent employees who are incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in the actual performance of their assigned job.
- (c) Request for Payment of Wages. If, in the opinion of the department head, the injured employee is unable to return to work after one (1) work week, they shall file with the Risk Manager a request that the committee approve further absence of the employee and the continuation of payments equivalent to their regular salary or wage for a specified period which shall not exceed two (2) 15-day pay periods. The committee may require that such request for continued payment of salary or wages be accompanied by a statement from the employee's physician, or other physician designated by the committee, certifying that the injured employee will be unable to perform the duties of the employee's position during such period.
- (d) Method of Payment. During such injury leave, the City shall pay each employee his/her full pay, either as direct payment from salary funds or as Worker's Compensation insurance benefits, or both, but the total amount so paid for loss of time from work shall not exceed the full pay which said employee would have received for such period at their regular rate of pay. Such injury leave shall not be charged against the employee's sick leave or vacation benefits.
- (e) Extent of Leave. Such injury leave may be extended for as long as six (6) months unless it is determined sooner by competent medical authority, approved by the disability committee and the City Manager, that the employee can return to duty. Employees, if still disabled beyond six (6) months will be entitled to leave with pay as follows:
 - (1) Three (3) months with Worker's Compensation benefits plus two-thirds (2/3) of the difference between the employee's full pay and Worker's Compensation benefits.
 - (2) Another three (3) months with Worker's Compensation benefits and one-third (1/3) the difference between the employee's full pay and Worker's Compensation benefits.
 - (3) At the end of one (1) year from the date of injury, the employee shall be entitled to Worker's Compensation benefits for the duration of the employee's disability as provided by the Code of Iowa.
 - (4) If declared by competent medical authority, approved by the disability committee and City Manager, to be unable to return to work or to be permanently disabled, the employee shall, after one (1) year from the date of disabling injury, be permitted to use their vacation and normal sick leave as provided for in these rules, before being retired from City service.
- (f) Notice of Injury - Failure to Report. An employee who is physically able and who fails to report within twenty-four (24) hours an injury, however minor, to their foreman or supervisor and to take such first aid or medical treatment as may be necessary shall not be entitled to or eligible for injury leave as outlined above.

11.12

- (a) Clothing and Equipment Provisions. Attached hereto is an addendum indicating clothing and equipment provided employees (safety equipment - OSHA approved).
- (b) Tool Allowance. Full-time skilled and semi-skilled mechanics in the Cy-Ride shop shall receive an annual tool reimbursement in the amount of four hundred dollars (\$400). In order to receive the tool reimbursement, the mechanic must submit copies of the receipts to their supervisor to verify purchase of tools.

11.13 Health Insurance. The City will make available to each regular full-time and each regular part-time employee a health insurance program consisting of medical, dental and prescription drug coverage. Health insurance plans offered by the City to employees will include at least one traditional fee-for-service (indemnity) plan and one primary care physician (PCP) plan. Plans, insurance carriers, third party administrators, enrollment periods, funding methods, premium rates and other administrative decisions are determined by the City. At the top step, part-time employees of CyRide are eligible to receive single health insurance coverage at the same cost as part-time merit employees.

- (a) Prescription Drugs. Employee co-payments shall be \$5 for generic and selected over-the-counter drugs (tier 1), \$20 for preferred brand name drugs (tier 2), and \$35 for all other covered prescription drugs (tier 3) except for limited value drugs (tier 4), for which the employee co-payment shall be \$35 effective July 1, 2016; \$60 effective July 1, 2017; and \$85 effective July 1, 2018. Drug co-payments shall not be eligible for reimbursement under the medical coverage. The maximum annual out-of-pocket cost for prescription drugs shall be \$1,000 per covered member/\$2,000 per covered family unit.
- (b) Contributions. For fee-for-service (indemnity) plans, the City's contribution to the family monthly premium shall be ninety (90) percent. The City's contribution for single monthly premium shall be ninety (90) percent. For primary care physician (PCP) plans, the City's contribution to the respective single or family monthly premium shall be the same rate as for merit employees (with a minimum of ninety percent). The balance of the monthly premium cost, if any, shall be paid by the employee.

In cases where married spouses both work for the City and are eligible for health insurance coverage, contributions will be as follows. If both spouses select family coverage, the spouses shall evenly divide the employee's portion of the monthly premium. If both spouses select single coverage, each spouse shall pay the applicable monthly employee contribution for single coverage.

Regular part-time employees who elect to participate in single or family health insurance coverage shall pay the entire premium for this coverage.

The City's contribution is for health insurance premiums only. Any employee electing not to take the insurance benefit shall not be entitled to any cash refund.

11.14 Flexible Benefit Plan. Should the City, during the term of this agreement elect to offer to all regular full-time non-union employees a flexible benefit plan, the City agrees to offer the same plan to all regular full-time bargaining unit employees.

11.15 Life Insurance. The City shall provide a \$50,000 life insurance policy to all full-time employees. Coverage is effective on the first day of the month following thirty (30) days of employment.

The City shall provide a \$5,000 life insurance policy to all regular part-time employees. Coverage for regular part-time employees is effective on the first day of the month following one (1) year of employment.

11.16 Breaks. When possible, employees will be allowed two (2) breaks per eight (8) hour shift. Each break will be no longer than fifteen (15) minutes in duration.

11.17 Disability Insurance. The City shall provide long-term disability insurance coverage to all regular full-time employees. The coverage is effective on the first day of the month following one (1) year of employment.

Accumulated sick leave may be used to provide income during the initial sixty (60) calendar days. Sick leave beyond sixty (60) days will remain in the employee's accumulation for use when the employee is able to return from the disability.

ARTICLE 12 TRANSFER, PROMOTION, DEMOTION

12.1 Promotion. A promotion is the movement of an employee other than by reclassification from one class to another class having a higher maximum rate of pay.

An employee receiving a promotion shall be entitled to receive the "A" rate of compensation in the classification to which the employee is being promoted. If the employee is currently receiving a higher rate of pay than the "A" step, such employee shall receive the rate of pay corresponding to the nearest higher step in the new classification. The placing of an employee in a new step is for compensation purposes only. Time-in-grade credit will be determined according to Section 12.5 below.

12.2 Demotion. A demotion is the movement of an employee from one class to another class having a lower maximum rate of pay.

An employee receiving a demotion shall be entitled to receive the rate of pay corresponding to the nearest in the new classification lower than the employee's present rate of pay. The placing of an employee in a new step is for compensation purposes only. Time-in-grade credit will be determined according to Section 12.5 below.

12.3 Transfer. A transfer is the movement of an employee from one position to another position in the same class or to another classification having the same pay range assignment.

If an employee receives a transfer to a classification with a "C" step identical to the "C" step in the present classification, the employee shall not be entitled to any increase in pay but shall be entitled to receive time-in-grade credit as outlined in Section 12.5 below.

If an employee is reassigned within the City in the same classification, the employee shall be entitled to the same rate of pay and time-in-grade credit that was present prior to the reassignment.

12.4 Rates of Pay/Effective Date. Any employee who receives a promotion, demotion or transfer will receive the applicable rate of pay in a step as outlined above and shall not be entitled to any rate of pay inconsistent with steps after such action.

12.5 Time-in-Grade Credit. For promotion, demotion and transfers, the following policy shall govern.

An employee who is promoted, demoted, or transferred to a new classification that is directly related to their present classification, as outlined below, shall be entitled to one (1) month credit for each one (1) month worked in the present classification.

An employee who is promoted, demoted or transferred to a new classification that is unrelated to their present classification, as outlined below, shall be entitled to one (1) month credit for each three (3) months worked in the present classification. In no case shall an employee receive more than six (6) months credit for unrelated work.

DIRECTLY RELATED

Within Division

Lane Worker	Mechanic Assistant
Lead Lane Worker	Mechanic Assistant
Mechanic	Lead Mechanic
Mechanic Assistant	Mechanic
Transit Driver	Lane Worker
Transit Driver	Lead Lane Worker

Outside Division

Lead Mechanic	Lead Fleet Technician
Mechanic	Fleet Technician
Mechanic Assistant	Fleet Technician
Mechanic Assistant	Mechanic

UNRELATED -- All other relationships

12.6. Transit Driver Step Increases. Transit Drivers who are placed on full-time status following part-time service shall be eligible for step increases in accordance with Addendum A, and shall receive credit for half time or three quarter time status on a pro-rata basis for the purpose of calculating months of service for step advancement. This provision shall apply only to service after July 1, 1985.

ARTICLE 13 TERMINATION FROM THE SERVICE

13.1 Suspension. The appointing power may suspend an employee from their position with or without pay at any time for neglect of duty, disobedience of orders, misconduct or failure to properly perform their duties. Suspension without pay shall not exceed thirty (30) calendar days, nor shall any employee be penalized by suspension for more than thirty (30) days in any fiscal year.

13.2 Discharge. The appointing power may discharge any employee for neglect of duty, disobedience, misconduct, or failure to properly perform their duties. Any permanent employee who has been discharged shall be entitled to receive a written statement of the reasons for such discharge. A permanent employee may appeal the discharge through the grievance procedure provided by Article 4.

13.3 Layoff. When required by the public interest as declared by City Council resolution, the appointing power may lay off any employee. Written notice at least ten (10) working days prior to such action shall be given to the affected employee.

13.4 Resignation. An employee wishing to leave the City service in good standing shall file with the appropriate department head a written resignation stating the effective date and reasons for leaving at least two (2) weeks before leaving the service, unless such time limit is waived by the City Manager. A statement by the department head concerning the resigned employee's service performance and other pertinent information as prescribed by the Human Resources Director shall thereupon be forwarded to the Human Resources Department.

13.5 Retirement. Whenever an employee meets the conditions set forth by IPERS, they may be retired and shall receive all benefits earned under such plan.

ARTICLE 14
REDUCTION IN FORCE

14.1 Authority. When required by the public interest as declared by City Council resolution, the appointing power may abolish any position. All provisions of this Article shall be applied in conformance with Chapter 400 of The Code of Iowa.

14.2 Civil Service Status/Seniority. In the event the City reduces its work force, layoff and seniority provisions of Chapter 400 of the Code of Iowa shall apply to employees having Civil Service status.

Should a reduction in force affect bargaining unit employees not covered by Civil Service, seniority will be applied for those employees in the same manner as for those employees having Civil Service rights.

If a Civil Service employee has been promoted from a non-Civil Service classification, the procedures set forth in Chapter 400 of the Code of Iowa shall be applied in determining their relative seniority in the non-Civil Service classification(s) in which the employee had previously served.

For the purpose of seniority credit, all service must be continuous with the City and permanent/regular; temporary service shall not apply. An employee who has served temporarily in a higher classification in out-of-class status shall receive seniority in their regular classification for that period.

14.3 Order of Reduction. While management has the right to create or abolish specific positions, for the purpose of applying seniority and displacement rights, the order of reduction in force shall be as follows:

- (1) Temporary employees
- (2) Employees extended beyond the mandatory retirement age (if such reduction is not in conflict with the law)
- (3) Probationary employees
- (4) Permanent employees in reverse order of seniority as determined under this Article.

14.4 Displacement Rights. In order to displace (bump) another employee having less seniority in a lower classification, an employee must have prior permanent service in that classification and meet the current qualification requirements for that classification.

14.5 Vacancy Bidding. An employee who is to be removed from their position as a result of a reduction in force shall have the option of bidding on a bargaining unit position that is vacant at the time of the reduction in force, whether or not the employee had previous service in that classification, subject to the following conditions:

- (1) The vacant position must be equal or lower in grade than the one from which the employee is to be removed.
- (2) The employee must meet current qualification requirements for the position, including any qualifications required by the Civil Service Commission.
- (3) If more than one employee bids for a vacant position under this provision, seniority as determined under this Article shall prevail if qualifications are substantially equal. However, employees with prior service in the classification shall have preference over employees who have not had such prior service.

14.6 Trial Period. An employee who displaces another employee or assumes a vacant position will have thirty (30) days to demonstrate ability to perform the work satisfactorily, or be laid off.

14.7 Notice. The City agrees to provide affected employees and the Union written notice ten (10) days prior to the effective date of the reduction. The employee has ten (10) days from receipt of the layoff notice to notify the Human Resources Department of their intention to displace another employee.

14.8 Preferred Lists. The names of employees who have been laid off as a result of a diminution of employees in any classification shall be placed on a Preferred list for that classification for a period of three (3) years. When a Preferred list is used to fill vacancies, the City shall certify names from said list equal to the number of vacancies to be filled in the order of seniority (reverse order of layoff).

Employees on Preferred lists will be given preference for temporary and casual employment. The City will make reasonable attempts to contact such employees. Seniority will not prevail unless such work is in the classification or classifications from which the employee has been laid off. An employee who refuses an offer of temporary or casual employment will not forfeit recall rights.

14.9 Recall. Employees shall be recalled in order of their seniority (reverse order of layoff).

When an employee is notified of the availability of a position with the City, the employee must accept the offer within seventy-two (72) hours and report for work within fourteen (14) days or be removed from the Preferred list.

14.10 Sick Leave. An employee's sick leave will be frozen and retained while the employee is laid off. If the employee has not been recalled by the end of the recall period, as provided for in this Article, sick leave will be forfeited.

14.11 Rate of Pay. When an employee is demoted to any bargaining unit position as a result of a reduction in force, the employee's rate of pay will be determined in accordance with Section 12.2 of this agreement. Time-in-grade credit will be applied as required by Section 12.4. If the employee is demoted to a classification in which the employee has not previously served, the rate of pay shall be the entry step.

ARTICLE 15 EMPLOYEE DEVELOPMENT

15.1 General Policy and Responsibilities. The City Council encourages the development of each employee to their fullest potential. Responsibility for establishing training programs for employees shall be assumed jointly by the City Manager and the department heads with input from the Union regarding training needs. Such training programs may include courses, seminars, workshops, demonstrations, assignment of reading matter, or such other methods as may be available for improving the effectiveness and broadening the knowledge of employees in the performance of their respective duties.

15.2 Credit for Training. Participation in and successful completion of special training programs shall be considered in making advancements and promotions. Employees are encouraged to develop and further their job skills and personal potential by participation in training courses for personnel. Evidence of successful completion of training programs shall be filed by the employee with the City Manager and made a part of the employee's personnel file.

15.3 Reimbursement for Training Expenses. To encourage employee development, the City may reimburse an employee for tuition and materials required in obtaining approved training which is related to the employee's present or future job responsibilities. Reimbursement will be made in accordance with procedures to be established by the City Manager. The employee must successfully complete the prescribed requirements of the course, and must reimburse the City for any advance payments in the case of withdrawal or failure. If an employee who has received reimbursement terminates their work with the City within one (1) year after completion of the course, an amount equal to the reimbursement will be deducted from their last check.

15.4 Certificates of Achievement. The City Manager may establish policies and procedures for the awarding of certificates of achievement to recognize employee personal development achievements.

15.5 Employees who take courses to better their positions are eligible for one (1) of two (2) benefits, i.e. reimbursement for training expenses or time off with pay to take the relevant course. In no case shall an employee receive more than one (1) of two (2) benefits without the express prior written approval of the City Manager.

ARTICLE 16 RETIREMENT SYSTEMS

16.1 Membership. Any employee who meets the membership requirements established by State law shall automatically become a member of IPERS upon employment.

ARTICLE 17 MEDICAL EXAMINATIONS

17.1 New Employees. Candidates for appointment shall undergo a medical examination by a physician selected by the City Manager following a conditional offer of employment. The purpose of the medical examination shall be to determine whether the candidate can perform the essential functions of the position with or without reasonable accommodation.

17.2 Examination Forms. Forms to be used by the examining physician shall be provided by the City or shall be provided by the examining physician or medical facility subject to approval by the Human Resources Director. Information contained in medical reports shall be confidential and available only to authorized persons.

17.3 Candidates With Disabilities. Candidates with disabilities may be appointed to positions in the competitive service provided they are able to perform the essential functions with or without reasonable accommodation. The circumstances of each individual case shall be carefully considered, with special weight given to the report of the examining physician.

17.4 Examination During Employment. When, in the judgment of the City Manager, an employee's physical or mental condition is such that it is desirable to evaluate their capacity to perform the duties of their position, the City Manager may require the employee to undergo a medical examination. The following procedure shall be followed:

- (a) The examination shall be done by a physician selected by the City Manager in consultation with the employee's personal physician should the employee so choose.
- (b) The report of the examining physician(s) shall be submitted to the City Manager.
- (c) In the event that the employee's physician and the physician selected by the City do not agree on the employee's fitness for duty, these physicians shall choose a third physician who shall make the determination. The report of this third physician shall be submitted to the City Manager and this determination shall be final.
- (d) The cost of the examination(s) will be paid by the City.

17.5 Examination Following Absence. Any employee who has been required to take prolonged or frequent leave due to illness or injury may be required to either submit a written release from their doctor or take a medical examination before returning to duty. The City Manager shall determine if such release or examination is required.

17.6 Criterion for Evaluating Physical Fitness. Subject to the provisions of the Americans With Disabilities Act, permanent employees shall be considered fit if:

- (a) The condition does not interfere with the performance of the essential functions of the job.

- (b) The condition does not make the individual a hazard to their fellow employees.
- (c) The work performed would not adversely affect the health of the individual.

ARTICLE 18 MISCELLANEOUS RULES

18.1 Outside Employment. No employee in the competitive service may hold outside employment unless approved by the department head. Approval of outside employment depends upon the effect outside employment may have upon the efficiency of the employee, and whether or not the outside employment is compatible with the employee's position with the City.

18.2 Incompatible Activities. An employee shall not engage in any activity or enterprise which is incompatible with their duties as a City employee or with the duties, functions, and responsibilities of the department in which the employee is employed. The following activities shall be considered incompatible with City employment:

- (a) Any employment, activity, or enterprise which involves the use, for private gain, of the City's time, facilities, equipment, or supplies, or the badge, uniform, prestige, or influence of a City office or employment.
- (b) Involves the receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the City for performance of an act which the officer or employee would be required or expected to render in the regular course of City employment or as part of their duties as a City employee.
- (c) Involves the performance of an act in other than their capacity as a City officer or employee which may later be subject, directly or indirectly, to the control, inspection, review, audit, or enforcement by such officer or employee or the agency by which they are employed.
- (d) Involves so much of the employee's time that it impairs their attendance or efficiency in the performance of their duties as a City officer or employee.

18.3 Acceptance of Gifts. Employees shall not accept personal gifts offered to them because of or in the course of their employment with the City as provided in the Code of Iowa, and any amendment thereto and any court interpretations.

18.4 Employment of Relatives. It is the general policy of the City to avoid the employment of members of the immediate family to work in the same department. No individual may be hired or transferred into a department in which they may be supervised by a relative of such person or by an individual having administrative discretion over said individual's employment. The definition of immediate family in this case includes mother, father, spouse, son, daughter, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, foster parent or first cousin.

18.5 Service Awards. The City Manager may establish policies and procedures for awarding of service awards to employees for long and honorable service to the City.

18.6 Residence Requirement. The required residence area is the area bordered by the Boone and Story County lines on the north and south, State Highway 65 on the east; and on the west, County Road R27 north of Boone, and the Des Moines River south of Highway 30 to the Boone County line. Communities intersected by the borderlines, and Zearing, shall be considered within the area. The permitted residency area is that area inside the borderlines. The area adjacent to but outside the borderlines is not included. After completing their probationary period, a new employee shall, within three (3) months, reside within the residency area. The department head may allow an employee up to an additional three (3) months if the employee provides documentation of financial commitment to move within the residence area.

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

ARTICLE 19 SUGGESTION SYSTEM

19.1 Suggestion System. An employee suggestion system is hereby created for the purpose of encouraging employees to submit suggestions which will improve the efficiency and effectiveness of City government. The City Manager shall establish such regulations as are necessary to insure the effective operation of the suggestion system.

ARTICLE 20 POLITICAL ACTIVITIES OF EMPLOYEES

20.1 Campaign Contributions.

- (a) Local Elections. No officer or employee of the City shall, directly or indirectly, contribute any money or anything of value to any candidate for nomination or election to any City office or to any local campaign or political committee or take active part in any City political campaign, except to cast their vote and to express their personal opinion, nor shall any such candidate or committee solicit such contributions or active political support from any such officer or employee.
- (b) A person holding a City position shall not, while performing official duties or while using City equipment at the person's disposal by reason of this position, solicit in any manner contributions for any purpose, or engage in any activity during working hours that impairs the efficiency of the position or presence during the working hours.
- (c) A person holding a City position shall not, by the authority of the position, secure or attempt to secure in any manner for any other person an appointment, or advantage in appointment, to a City position or an increase in pay, or other advantage of employment, in any such position for the purpose of influencing the vote or political action of that person, or for any other consideration.
- (d) A person who, in any manner, supervises a City employee shall not, directly or indirectly, solicit the person supervised to contribute money or anything of value, or service for any purpose not connected to said person's employment.

Nothing in Section 20.1 shall prohibit any employee, or group of employees, individually or collectively, from expressing honest opinions and convictions or making statements and comments concerning their wages or other conditions of employment.

ARTICLE 21 CLASSIFICATIONS AND WAGE RATES

21.1 Performance Ratings.

- (a) Policy. Department heads are required to submit, periodically, reports on the individual performance of all employees in the competitive service. The rater shall discuss the report with the employee privately and objectively. Employees, whether agreeing with the report or not, shall sign the following statement in the report, "I have read the foregoing report." Any employee may, at any time, examine their own performance reports.
- (b) Types of Reports. The following summary indicates the types of performance reports and their use:
 - (1) An interim probationary report is prepared at the end of five (5) weeks of employment.

- (2) A final probationary report may be prepared just prior to completion of the probationary period. This report summarizes probationary performance, and contains the recommendation for permanent appointment or removal.
 - (3) An annual report of performance shall be submitted.
 - (4) A follow-up report is prepared within a specified period of time, usually thirty (30) to ninety (90) days following any annual or final probationary report which indicated "below average" performance. Each of the reports above shall be prepared by the employee's immediate supervisor and submitted to the department head for review and approval.
- (c) If an individual is dissatisfied with their performance evaluation, the employee may, within thirty (30) days of this evaluation, grieve such evaluation up to and including step three of the grievance procedure.

21.2 Deferred Income. The City of Ames makes available to all employees a deferred income plan whereby an individual can defer a portion of their current salary for use at a pre-determined retirement date. The City of Ames does not make a financial contribution to this plan. Information is available from the Director of Finance in Finance Administration.

21.3 Payroll Deduction of Dues. The City agrees to deduct, once each month, dues, initiation fees, and other uniform assessments in the amount certified by the Secretary-Treasurer of the local Union from the pay of those Transit employees who individually request, in writing, that such deductions be made. The total amount of deductions shall be remitted each month by the City to the treasurer of the Union. Any member of the Union may revoke this check-off authorization at any time by giving the City thirty (30) days written notice, and upon receipt of such notice, the City shall immediately notify the Union. Dues deduction will not be provided for any non-Transit employee.

The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, judgments, or other forms of liability or costs that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

21.4 Longevity Pay. In addition to the pay plan, the City will pay employees for length of continuous service at the following rates on a yearly basis.

5 years	\$100	14 years	\$280	23 years	\$460
6 years	120	15 years	300	24 years	480
7 years	140	16 years	320	25 years	500
8 years	160	17 years	340	26 years	520
9 years	180	18 years	360	27 years	540
10 years	200	19 years	380	28 years	560
11 years	220	20 years	400	29 years	580
12 years	240	21 years	420	30 years	600
13 years	260	22 years	440	31 and +	*

*For years of continuous service after thirty (30) years, add twenty dollars (\$20) for each year over thirty (30) years.

Employees working on a regular part time basis are eligible for one-half (1/2) longevity benefits. An employee is entitled to a pro-rata share of the biennial longevity payment upon termination, except in instances where the employee is terminated for cause or, for voluntary separations, where the employee fails to provide a minimum of two weeks' written notice of intent to resign or retire.

Longevity payments shall be made twice a year. Employees shall receive one-half (1/2) of their yearly longevity payment on March 31 for their years of service as of the last day of the preceding February, and shall receive one-half (1/2) of their yearly longevity payment on September 30 for their years of service as of the last day of the preceding August.

Longevity payment will be made to employees who are on unpaid medical leave when management has determined that the employee's position will remain open pending the employee's return to duty.

ARTICLE 22

GENERAL PROVISIONS: TERM OF CONTRACT

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

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

22.3 Termination. Except where otherwise provided herein, this agreement shall become effective July 1, 2025. It shall remain in full force and effect until the 30th day of June, 2028, and shall be automatically renewed year to year thereafter unless on or before September 1, prior to the expiration date, either party gives notice in writing of a desired change in or termination of this agreement.

22.4 Base Pay. Rates of pay shall be set out in Addendums A, B, and C.

22.5 New Hires. Employees hired in the future will start at the appropriate step on the pay plan and will advance through the steps upon completion of the required number of months in the particular job classification they hold.

22.6 Part-time Employees. Part-time employees included in this unit will be paid on an hourly equivalent based upon dividing the appropriate annual rate by 2,080 (hours in work year).

22.7 Hiring Wage Incentives. New employees will be recruited at the beginning step of the pay plan except in cases where it is difficult to fill a position following normal recruitment procedures. In such cases, the Human Resources Director may authorize hiring up to top step in the pay plan. The Human Resources Director may, prior to the commencement of a recruitment for a difficult-to-fill position, authorize the offer of a hiring wage incentive for the recruited employee, which shall be paid as additional wages. Such hiring wage incentives shall not be used to diminish the authority or right of the union in any way. The Union will be notified when new hirings are made above the rates established in the pay plan.

ARTICLE 23

23.1 Part-Time Employees. Part-time employees are those employees who work 20 or more hours but less than 40 hours per week. Part-time employees for the purpose of sick leave, vacation, and holidays, are defined as:

- (a) Status 2 - part-time employees working 20 or more hours per week. Receive one-half (1/2) benefits for sick leave and vacations. In terms of holidays, half-time employees (Status 2) would receive time and one-half (1-1/2) compensation for any hours worked on a scheduled, designated holiday. Effective July 1, 2005, Status 2 employees working on a holiday will be entitled to four (4) hours straight time compensation for the holiday in addition to the above. Those Status 2 employees not working on a holiday receive four (4) hours pay.
- (b) Status 5 - part-time employees working 30 or more hours per week. Receive three-fourths (3/4) benefits for sick leave and vacations. In terms of holidays, three-fourths time employees (Status 5) receive time and one-half (1-1/2) compensation for any hours worked on a scheduled, designated holiday. Effective July 1, 2005, Status 5 employees working on a holiday will be entitled to six (6) hours straight time compensation for the holiday in addition to the above. Those Status 5 employees not working on a holiday receive six (6) hours pay.

Part-time employees shall be eligible for overtime compensation only for those hours worked in excess of forty (40) hours per week. A part-time employee required to work continuously past their regular quitting time will be notified one-half (1/2) hour before their regular quitting time, except in unforeseen circumstances.

The City shall attempt to schedule part-time hours on a regularly scheduled basis, however, the parties understand that these employees shall not be guaranteed a set schedule. Starting times, ending times, working hours, working days, or number of days may vary, depending upon the needs of the City. The City will attempt to give as much notice as possible when changes occur. Work assignments of less than two (2) hours will be scheduled before 11:30 p.m. of the previous day.

A part-time employee called back to work after or before their regular shift shall receive a minimum of two (2) hours straight time. If the employee and management mutually agree, this two (2) hour minimum may be waived, if such waiver is in writing.

It is agreed that provisions of Section 11.1 do not apply to part-time employees.

ARTICLE 24

24.1 Bus Passes for Transit Drivers. Bus drivers will be allowed to ride free on Cy-Ride buses. These employees will be required to show their employee ID when they board a bus to take advantage of this benefit.

ARTICLE 25

25.1 Standby. When it is required by the City for an employee to standby, it shall be for periods of one (1) day or more at the rate of 1.5 hours per day at the employee's regular hourly rate as determined by the supervisor requiring standby. When on standby, the employee must be prepared to immediately respond to any call-in with a minimal amount of delay.

Transit Drivers required to carry a beeper while off duty shall be paid eight dollars (\$8.00) per hour and two dollars fifty cents (\$2.50) per hour shift premium for shifts worked while on call for runs "OCAM," "OCM," "OCPM," and "OCN." When on call, Transit Drivers must report for duty within one (1) hour of being called.

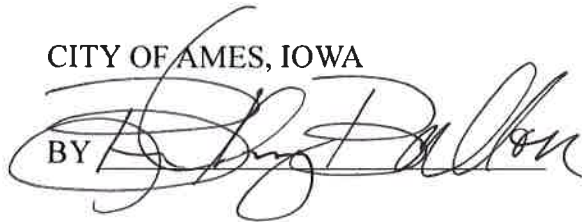
ARTICLE 26

26.1 Training Pay for Transit Drivers.

- (a) Transit driver trainees will be paid at least at the higher of state or federal minimum wage rate. The training period consists of all time for out-of-bus training and in-bus training when the trainee is accompanied by another driver or some other person giving the training. Following the successful completion of the training program, the trainee will then receive the Step A wage rate.
- (b) Transit drivers assigned to the training of new drivers will be paid an additional \$5.00 per hour when conducting such training.

Agreed to this 1st day of July, 2025, at Ames, Iowa.

CITY OF AMES, IOWA

BY 

IUOE LOCAL UNION 234C

BY 

ADDENDUM A
EFFECTIVE 7/1/25 - 6/30/26

<u>HTE</u>	<u>CLASS</u>		<u>STEP A (START)</u>		<u>STEP B (18 MOS)</u>		<u>STEP C (48 MOS)</u>	
	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
316	1311	Transit Driver (Full-time)*	45,937.16	22.09	54,291.33	26.10	65,201.14	31.35
318	1311	Transit Driver (PT 20 hrs)*		22.17		26.46		28.60
321	1307	Lead Lane Worker	45,937.16	22.09	54,291.33	26.10	65,201.14	31.35
320	1318	Lane Worker	46,108.97	22.17	55,042.99	26.46	59,488.52	28.60
327	1324	Lead Mechanic (CyRide)	72,524.45	34.87	77,034.41	37.04	90,736.10	43.62

*Transit Driver Trainees will be paid in accordance with Section 26.1. Time-in-grade credit for step advancement for part-time Transit Drivers and Lane Workers is to be based upon hours actually worked. A part-time employee advances to Step B at 3120 hours and to Step C at 8320 hours.

<u>HTE</u>	<u>CLASS</u>		<u>Annual</u>		<u>Hourly</u>
	<u>CODE</u>	<u>TITLE</u>			
323	1322	Mechanic Assistant (CyRide)			
		Step A (Start)	54,849.70		26.37
		Step B – 4 ASE tests or 18 months	62,409.26		30.00
		Step C – 7 ASE tests or 48 months	73,362.02		35.27
325	1323	Mechanic (CyRide)			
		Step A (Start)	63,332.72		30.45
		Step B – 4 ASE tests or 18 months	69,839.95		33.58
		Step C – 7 ASE tests or 48 months	82,102.75		39.47
		Step D – Achieve Master Cert. and/or maintain certification after 5 years	86,483.85		41.58

ADDENDUM B
EFFECTIVE 7/1/26 - 6/30/27

<u>HTE</u>	<u>CLASS</u>		<u>STEP A (START)</u>		<u>STEP B (18 MOS)</u>		<u>STEP C (48 MOS)</u>	
	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
316	1311	Transit Driver (Full-time)*	47,430.12	22.80	56,055.80	26.95	67,320.18	32.37
318	1311	Transit Driver (PT 20 hrs)*		22.89		27.32		29.53
321	1307	Lead Lane Worker	47,430.12	22.80	56,055.80	26.95	67,320.18	32.37
320	1318	Lane Worker	47,607.51	22.89	56,831.89	27.32	61,421.90	29.53
327	1324	Lead Mechanic (CyRide)	74,881.49	36.00	79,538.03	38.24	93,685.02	45.04

*Transit Driver Trainees will be paid in accordance with Section 26.1. Time-in-grade credit for step advancement for part-time Transit Drivers and Lane Workers is to be based upon hours actually worked. A part-time employee advances to Step B at 3120 hours and to Step C at 8320 hours.

<u>HTE</u>	<u>CLASS</u>		<u>Annual</u>		<u>Hourly</u>
	<u>CODE</u>	<u>TITLE</u>			
323	1322	Mechanic Assistant (CyRide)			
		Step A (Start)	56,632.32		27.23
		Step B – 4 ASE tests or 18 months	64,437.56		30.98
		Step C – 7 ASE tests or 48 months	75,746.29		36.42
325	1323	Mechanic (CyRide)			
		Step A (Start)	65,391.03		31.44
		Step B – 4 ASE tests or 18 months	72,109.75		34.67
		Step C – 7 ASE tests or 48 months	84,771.09		40.76
		Step D – Achieve Master Cert. and/or maintain certification after 5 years	89,294.58		42.93

ADDENDUM C
EFFECTIVE 7/1/27 - 6/30/28

<u>HTE</u>	<u>CLASS</u>		<u>STEP A (START)</u>		<u>STEP B (18 MOS)</u>		<u>STEP C (48 MOS)</u>	
	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
316	1311	Transit Driver (Full-time)*	49,090.17	23.60	58,017.75	27.89	69,676.39	33.50
318	1311	Transit Driver (PT 20 hrs)*		23.69		28.28		30.56
321	1307	Lead Lane Worker	49,090.17	23.60	58,017.75	27.89	69,676.39	33.50
320	1318	Lane Worker	49,273.77	23.69	58,821.01	28.28	63,571.67	30.56
327	1324	Lead Mechanic (CyRide)	77,502.34	37.26	82,321.86	39.58	96,964.00	46.62

*Transit Driver Trainees will be paid in accordance with Section 26.1. Time-in-grade credit for step advancement for part-time Transit Drivers and Lane Workers is to be based upon hours actually worked. A part-time employee advances to Step B at 3120 hours and to Step C at 8320 hours.

<u>HTE</u>	<u>CLASS</u>		<u>Annual</u>		<u>Hourly</u>
	<u>CODE</u>	<u>TITLE</u>			
323	1322	Mechanic Assistant (CyRide)			
		Step A (Start)	58,614.45		28.18
		Step B – 4 ASE tests or 18 months	66,692.87		32.06
		Step C – 7 ASE tests or 48 months	78,397.41		37.69
325	1323	Mechanic (CyRide)			
		Step A (Start)	67,679.72		32.54
		Step B – 4 ASE tests or 18 months	74,633.59		35.88
		Step C – 7 ASE tests or 48 months	87,738.08		42.18
		Step D – Achieve Master Cert. and/or maintain certification after 5 years	92,419.89		44.43

ADDENDUM D
CLOTHING AND EQUIPMENT

The parties hereto contract and agree that for the duration of the preceding contract the following articles of protective clothing and equipment will be provided by the City as required for the safety of the employee: safety shoes, prescription safety glasses or safety goggles, work gloves, hard hats, protective face shields, noise dampeners, work gloves insulated against electrical shock, and other necessary safety equipment. Where present employees are without the listed articles, those items will be provided. All articles provided for the safety of the employee will conform to O.S.H.A. standards. The City may elect to provide non-protective clothing and equipment in addition to the listed items.

Ownership of all clothing and equipment provided by the City is retained by the City, without restriction, with the exception of safety shoes and prescription safety glasses which become the property of the employee when issued. In consideration of this ownership, any employee who does not complete their probationary period will be required to reimburse the City for the cost of those safety shoes and prescription safety glasses which were issued upon initial employment. Items listed will be replaced as needed; items must be turned in before a replacement item will be issued. Replacement of safety glasses shall include transitional lenses or photo greys initially paid for by the employee. If an employee requires replacement lenses due to a prescription change, the City shall pay for the new lenses.

Through this addendum the employee does agree to maintain all clothing and equipment provided; to exercise care in the use of that clothing and equipment; to clean that clothing provided; to make minor repairs of that clothing (i.e., replace buttons and repair small tears); and to wear that clothing and equipment while performing their work in conformance with this contract. Further, the employee agrees to not use any clothing or equipment provided by the City for personal use.

All uniforms which are furnished to employees by the City are to be worn only when "on duty" or when traveling to or from work. Employees who are in transit to or from work may make ordinary stops in places such as grocery stores, union meetings, etc., which do not reflect poorly on the image of the City. Employees shall not indulge in the use of alcoholic beverages in public places while wearing uniforms bearing City identification.

All of the above items are to be kept at the employees' work station, except that shirts, trousers, safety shoes and glasses may be worn to and from work. In cold weather parkas may be worn to and from work.

ADDENDUM E
ADDITIONAL DEFINITIONS

ADVANCEMENT--A salary increase within the limits of a pay range established for a class.

ALLOCATION--The assignment of a position to its proper class in accordance with the duties performed and the authority and responsibilities exercised.

APPEAL--An application for review of an alleged grievance submitted or instituted by an employee to a higher authority.

APPELLANT--The employee submitting an appeal on any matter.

APPLICANT--An individual who has completed and submitted an application for employment with the city.

APPOINTING POWER--The individual who possesses the final authority to make an appointment to the position to be filled.

APPOINTMENT--The offer of and acceptance by a person of a position either on a regular or temporary basis. An appointment may be withdrawn if it is determined by the results of a complete background investigation (references, police checks, etc.) that the person is not qualified for the position in question either in regard to technical ability or personal suitability.

CERTIFICATION--Endorsement as meeting the minimum qualifications and successfully completing the examination for a vacant position. Final certification is contingent upon the results of a complete background investigation for all employees under civil service.

CITY SERVICE or SERVICE OF THE CITY--All positions in all departments which are subject to control and regulation by the City Council.

CLASS--All positions sufficiently similar in duties, authority and responsibility to permit grouping under a common title and application of common standards of selection, transfer, promotion and salary.

CLASS SPECIFICATION--A written description of a class consisting of a class title, a general statement of the level of work and of the distinguishing features of work, examples of duties, and the desirable qualifications for the class.

COMMISSION--The Civil Service Commission appointed as required by applicable statutes of the State of Iowa.

COMPENSATION--The salary, wage, allowances, and all other forms of valuable consideration, earned by or paid to any employee by reason of service in any position, but does not include any allowances authorized and incurred incident to employment.

COMPETITIVE SERVICE--All positions of employment in the service of the City except those specifically excluded by the Code of Iowa.

DISCHARGE--The separation of a permanent employee for cause.

DISCRIMINATION--A showing of bias or favoritism in treatment because of race, sex, color, ancestry, national origin, religion, handicap, etc.

ELIGIBLE--A person whose name is on an eligible or preferred list.

ELIGIBLE LIST--

- (A) Open Eligible List - A list of persons who have taken an open- competitive examination for a class in the competitive service and have qualified.
- (B) Promotional Eligible List - A list of persons who have taken a promotional examination for a class in the competitive service and have qualified. A promotional list remains in effect for two years or until it has been depleted.

EXAMINATIONS--

- (A) Assembled Examination - A test for which applicants are required to appear at a specified time and place for administration of the test.
- (B) Continuous Examination - An open-competitive examination which is administered periodically and as a result of which names are placed on an eligible list.
- (C) Open-Competitive Examination - An examination which is open to all persons meeting the minimum qualifications for the class.
- (D) Promotional Examination - An examination to which admission is limited to permanent and probationary employees in the competitive service who meet the minimum qualifications for the class.
- (E) Unassembled Examination - A test consisting of an appraisal of training, experience, and other factors for evaluating the relative qualifications of applicants.

FULL TIME EMPLOYEE--An employee who works the normal working hours. Normal working hours consist of forty hours for all employees.

LAYOFF--The involuntary nondisciplinary separation of an employee from a position because of a diminution of employees.

OVERTIME--Authorized time worked by an employee in excess of their total normal working hours per day.

PERMANENT EMPLOYEE--An employee who has successfully completed their probationary period and has been retained as hereafter provided in these rules.

POSITION--Any office or employment, whether occupied or vacant, full time or part time, consisting of duties and responsibilities assigned to one individual by competent authority.

PREFERRED LIST--A list of persons who have been honorably terminated because of a diminution of employees in any classification within the competitive service.

PROBATIONARY EMPLOYEE--An employee who has been certified and appointed, but who has not completed the probationary period as provided in these rules.

PROBATIONARY PERIOD--A working test period during which an employee is required to demonstrate their fitness for the position to which they are appointed by actual performance of the duties of the position.

REGULAR APPOINTMENT--An appointment from an eligible list, without time limitation or special restrictions as to continued employment, to a permanent position.

REJECTION--Separation of an employee during or at the completion of their probationary period.

SALARY REDUCTION--A salary decrease of one or more steps within the limits of the pay range established for a class.

SUSPENSION--The temporary separation of an employee, without pay, for disciplinary purposes.

TEMPORARY APPOINTMENT--An appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligibles.

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

ADDENDUM F

It is the intent of the parties, in agreeing to the changes to Section 11.1(d) to be incorporated in the bargaining agreement to take effect July 1, 1998, that the provision that overtime be earned at time and one-half whether in cash or compensatory time, and that the employee may elect to earn overtime either in cash or compensatory time, shall apply to Section 11.1(g) Rates of Pay - Holidays only for overtime actually worked on a holiday, and shall not change the established practice of cash payment for the base holiday pay provided in Section 11.1(g)(1).

The provisions for daily overtime compensation at the time and one-half or double time rate shall not apply in cases where employees work beyond normally scheduled daily hours as part of a flex time or time trading arrangement as mutually agreed by the employee(s) and management.

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