

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF TIFFIN

And

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,

AFL - CIO

July 1, 2023 - June 30, 2028

## TABLE OF CONTENTS

ARTICLE	PAGE
1. Preamble	3
2. Recognition	3
3. Employee Rights	4
4. Grievance Procedure	4
5. Discipline & Discharge	6
6. Personnel Files & Evaluation	6
7. Hours of Work	7
8. Overtime	8
9. Holidays	9
10. Vacations	9
11. Sick Leave	11
12. Leave of Absence	12
13. Seniority & Posting	13
14. General Provisions	14
15. Insurance	16
16. Health & Safety	17
17. Reductions	17
18. Wages	18
19. Miscellaneous & Signatures	19
20. Signature Page	20
Appendix A	20

## ARTICLE I

### PREAMBLE

This agreement entered into by the City of Tiffin, hereinafter referred to as the City, and the American Federation of State, County and Municipal employees, Council 61, AFL-CIO, hereinafter referred to as the Union. City Policies for any items not found in this agreement may be found in the City employee handbook.

## ARTICLE II

### RECOGNITION

- 2.1. - The City recognizes AFSCME as the sole and exclusive bargaining agent for the employees. When used in this agreement, the following terms shall mean:
1. Employer - The term "Employer", as used in this agreement, shall mean the City of Tiffin, Iowa a municipal corporation, or its duly authorized representatives.
  2. Employee - The term "employee", is used in this agreement, shall mean the included positions are recognized by the Public Employment Relations Board's Unit most recent certification on file.
  3. City - The term "City", as used in this agreement, shall mean the City of Tiffin, Iowa, a municipal corporation.
  4. Union - The term "Union", as used in this agreement, shall mean American Federation of State, County and Municipal employees, Council 61, AFL-CIO.
  5. Probationary Period - The term "Probationary Period" shall be the period commencing with an employee's employment date and ending three months (60 days) thereafter. An additional 30 days may be added to the probationary period based on the evaluation and recommendation of the department head. An employee may be terminated for any reason during this period without recourse to the grievance procedure and does not earn, accrue or receive benefits.
  6. Employees included are - Parks Lead, Public Works Laborer, Building Inspector, Building Inspector II/Plans Examiner, Construction Inspector, Fire Marshal/Code Enforcement Inspector, Deputy City Clerk, Utility Billing Clerk, Office Assistant and Water and Wastewater Worker.
  7. Part-time - Employees working less than 40 hours a week.
  8. Full-time - Employees working 40 or more hours a week on a regularly scheduled basis.
  9. Steward - City employee who is member of union and who is duly appointed by and acts as agent of the Union.

## **ARTICLE III**

### **EMPLOYER RIGHTS**

Public employers shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

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

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

4.1 A grievance shall mean that there has been an alleged violation, misinterpretation, or Misapplication of any of the provisions of this agreement. The term "Grievant" shall mean the employee making a claim on behalf of one or more employees.

An employee shall be free to adjust individual complaints with the employer without Union representation. However, at no time will an employee be denied Union representation if requested by the Grievant.

4.2 A. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures. However, when two or more employees covered by this agreement have individual grievances arising from the same occurrence or event, the Union shall have the right to present such grievances together, in accordance with these procedures.

B. The failure of any employee or the Union to initiate or appeal a grievance to the next level within the prescribed time limits will negate any further appeal and a Supervisor's failure to give a decision within the time limits shall permit the Grievant to proceed to the next step. All time limits consist of workdays. The time limits, however, may be extended by mutual agreement.

4.3 - Procedure.

A. Step I - All grievances must be presented to the employer in writing, giving a complete detail of the provision of the contract that was violated, the grievant version of what happened and what remedy the grievant is seeking. The grievance must be filed with the City Administrator within ten (10)

workdays of the date of the alleged contract violation or when a prudent person should have first become aware of a contract violation. The City Administrator shall provide the grievant with a written answer within ten (10) workdays. The City may request an extension to answer which, if reasonable, shall be granted by the Union.

B. Step II - In the event the grievance shall not have been settled at Step I, the Grievant may file within ten (10) workdays of the grievant receipt of the Supervisor's written decision at Step I, a copy of the grievance with the City Clerk. Within ten (10) workdays after such written grievance is filed, the Grievant with a Union Representative and Steward and the Step II Representative of the City shall meet to attempt to resolve the grievance. The term "Step II Representative of the "City", shall be the Mayor and two (2) members of the City Council, as designated by the City Council. The term "Step II Representative of the "City" in all other instances, shall be the Tiffin City Council. The Step II Representative of the City shall make a decision on the grievance and communicate in writing to the employee and the AFSCME Representative, Steward or Local president within ten (10) workdays of such meeting. The employee shall acknowledge receipt of a copy of the written decision of the Step II Representative of the City on the Grievance Form by the employee's signature. However, a signature does not necessarily indicate that the employee has accepted the decision, but rather only that he or she has received it.

C. Step III - Arbitration - if the grievance is not resolved at Step II, the Union must within thirty (30) calendar days from receipt of the Step II written reply, submit in writing to the City Administrator the Unions request to take the grievance to arbitration.

1. The arbitration hearing shall be conducted by an Arbitrator selected by the Union and the employer. If the parties fail to select an Arbitrator by mutual agreement, the Public Employment Relations Board shall be requested by either party to provide a panel of five (5) Arbitrators. Both the Union and the employer shall have the right to strike two (2) names from the panel. The flip of the coin shall determine the first strike. The other party shall then strike one name and the process will be repeated with the remaining person becoming the Arbitrator.

2. Grievances that are withdrawn by the Union shall not be processed to arbitration by the employer.

3. The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue his/her written decision within thirty (30) days after the submission of the grievances to him/her.

4. The Arbitrator's fee and expenses shall be borne equally by the employer and the Union. Any other cost or expense or arbitration of a grievance shall be borne by the party incurring the same.

5. The Arbitrator, in his or her option shall not amend, modify, nullify, ignore, or add to the provision of the agreement. His or her authority shall be strictly limited to deciding only the issue or issues presented to him or her in writing by the employer and the Union and the decision must be based solely upon his or her interpretation of the meaning or application of this Agreement.

6. Question of arbitrability shall be heard by the Arbitrator. Either party may

challenge the appropriateness of the grieved subject being processed throughout the grievance procedure.

7. The grieved employee shall be entitled to Union representation at each stage of the grievance procedure. The Steward and the employee shall both be in paid status if required to attend a meeting during their normally scheduled work hours.

## **ARTICLE V**

### **DISCIPLINE AND DISCHARGE**

- 5.1 Employees shall comply with all reasonable work rules. The City retains the right to determine and enforce reasonable rules and regulations and the right to make reasonable changes in such rules and regulations and to enforce such changes. Said rules and regulations shall be in writing and shall either be posted at City Hall or found in the City's employee handbook. A copy of said rules and regulations and any changes thereof shall be sent to the Union.
- 5.2 The employer shall not discipline or discharge any employees except for proper cause. If any employee is disciplined or discharged, written notice shall be given to the employee with a copy sent to the Union President and the Chief Steward.
- 5.3 Disciplinary action shall include the following: Written Reprimand, Suspension, Discharge.
- 5.4 The employer believes in corrective discipline, however depending on the severity of the contract violation, employees may be discharged immediately without having received a written warning or a suspension. Written reprimands shall be removed from the employee's personnel file after one (1) year of date of issue.

## **ARTICLE VI**

### **PERSONNEL FILES AND EVALUATION**

#### 6.1- Personnel Files.

Every employee shall have the right to examine his/her personnel file. Every employee shall have the right to respond in writing to any item in said file. This response shall become part of his/her personnel file.

#### 6.2- Evaluations.

All employees shall be given a performance review just prior to the end of the employee's probationary period and then annually thereafter during the month prior to the employee's anniversary date of employment.

The purpose of the review is to let employees know what is expected of them, how they are performing and how they may improve their performance. The annual appraisal shall consist of a written evaluation and a personal discussion with each employee by the City Administrator, or his/her designee. Each employee shall be given a copy of the written appraisal. Performance reviews will not be linked to wage plans or

used as the sole basis for any disciplinary action, but will be made a permanent part of the employee's personnel record. The reviews shall take place for all employees on or around the same day and in the last quarter of every year. The date for reviews shall be determined by the City Administrator.

An employee shall have the right to give written approval to the Union Representative to have a photocopy of specifically designated material in the file.

## **ARTICLE VII**

### **HOURS OF WORK**

#### **7.1 - Hours of Work.**

The normal hours of work for all full-time employees shall consist of up to eight (8) hours per day, except to the extent that they may be interrupted for an unpaid meal period. Starting and ending hours of employment or daily shift schedules shall be determined by the employer and posted. The employer shall determine how best to provide the services to be rendered and to accommodate the public being served. This Article shall not be construed as a guarantee of hours of work per day or days of work per week. It is understood and agreed that the work schedules for employees may be changed by employer from time to time to meet employer's requirements. It is also understood and agreed that the employer shall have the right to reduce, extend, or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by the employer.

#### **7.2 - Workday.**

The normal workday shall consist of up to eight (8) hours per day.

#### **7.3 - Work Week.**

The work week begins Sunday and ends Saturday.

#### **7.4- Work Schedules.**

A. The employer shall provide fourteen (14) days advance notice of changes in permanent work schedules, except in emergencies.

B. The employer can change an employee's work schedule for the sole purpose of avoiding overtime.

#### **7.5 - Rest Periods.**

All employees' work schedules shall provide for a fifteen - (15) minute rest period during each four-hour shift. The rest period shall be taken in the middle of each four-hour shift or as near that time as possible. Employees who for any reason continue to work beyond their regular quitting time into the next shift shall be granted the regular rest periods that occur during the shift. Rest periods are subject to the employer's right to assign duties of such a nature that requires immediate attention.

#### 7.6 - Meal Period.

Every reasonable effort will be made to grant employees an uninterrupted unpaid lunch period of no less than one-half (1/2) hours, nor more than one hour during each work shift. Meal periods are subject to the employer's right to assign duties of such a nature that requires immediate attention.

#### 7.6 - Call Out.

Hourly paid employees recalled back to work hours not previously scheduled shall be compensated for a minimum of two (2) hours at the applicable rate. This call out pay will be provided only when the hours of work are not contiguous with the employee's regular hours of work. If an employee is recalled more than once between regularly scheduled shifts, the employee shall only be compensated for two (2) hours at the applicable rate, unless the employee works more than two (2) hours.

### **ARTICLE VIII**

#### **OVERTIME**

#### 8.1 - Rate of Pay.

Overtime shall be defined as any time properly authorized by the employer in excess of the employee's normal forty (40) hour work week, in excess of the employee's normal eight (8) hour workday. Overtime shall be paid at one and one-half (1½) times the employee's regular hourly rate. Any work in excess of the normal work period must be approved in advance by the City Administrator or designee. However, in case of emergencies, if both are unavailable, then approved in advance by the employee's immediate supervisor. The City has the right to require overtime work as may be necessary to meet the City's service needs. When overtime is required, each employee is expected to be available for such assignment.

#### 8.2 - Distribution.

The City shall reasonably attempt to distribute overtime within a department equitably among the employees. Nothing contained herein shall be interpreted to require the City to give overtime to any employee who is not qualified to perform the particular task subject of the overtime hours.

#### 8.3 - Compensatory Time Off.

An employee may elect to use compensatory time off, in lieu of overtime payment, to be taken at a later date, which will be computed at one and one-half (1½) times the time actually worked overtime. Compensatory time off shall be taken and used only at the direction of the or at the convenience of the employer and with the prior approval of the City Administrator. Compensatory time shall be allowed to accumulate to a maximum of sixty (60) hours. Unused compensatory time shall be paid on the first pay period of the new fiscal year at the employee's regular rate of pay.

#### 8.4 - Computation.

Scheduled vacation time and holidays shall be counted as hours of work for the purpose of computing overtime except that the pyramiding of hours will not be permitted.



## ARTICLE IX

### HOLIDAYS

#### 9.1 - Holidays Recognized and Observed.

Full-time employees of the City shall be granted nine (9) full-day holidays, two (2) personal days and two (2) half (1/2) day holidays.

New Year's Day  
Martin Luther King  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day (one half day)  
Christmas Day  
New Year's Eve Day (one half day)

Employees may elect to work on Martin Luther King Day and take off ½ day on Christmas Eve and ½ day off on New Year's Eve.

#### 9.2 - Holiday Work

If an employee works on any of the holidays listed above, the employee shall be paid double (2) times for all hours worked, or compensatory time off at the rate two (2) hours for each hour worked, at employee's option, in addition to the employee's regular holiday pay.

#### 9.3 - Misc.

A. Employees shall receive one (1) day or one-half (1/2) day's pay, whichever is appropriate, for each of the holidays listed above on which they perform no work.

B. Whenever any of the holidays listed above falls on an employee's day off, the employee may take another day off, or pay in lieu thereof at the Employee's option.

C. For all employees Monday will be the recognized holiday for those holidays falling on Sunday. Friday will be the recognized holiday for those holidays falling on a Saturday.

## ARTICLE X

### VACATIONS

#### 10.1 - Eligibility Allowance

All Full-time employees shall be entitled to a paid vacation in accordance with the following schedule, in accordance with the following schedule, which will be prorated:

Length of Service	Vacation Allowance
After 1 year	5 days
After 2 years	10 days

After 5 years	15 days
After 10 years	20 days
After 15 years	25 days

Employment anniversary dates shall be used in determining years of employment.

#### 10.2 Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation pay period.

- A. Time paid for vacation leave shall reflect the number of hours in an employee's regularly scheduled workweek.

#### 10.3 - Allocation of Vacation Period

The vacation time shall be requested in writing on the form provided by the City and must be approved by the appropriate person designated by the City. The operational efficiency of the City shall be the primary concern in scheduling vacation. Vacation time should be used within the anniversary year after it is accumulated and shall be effective on the anniversary date of the employee. However, when under extenuating circumstances, any employee is unable to take his/her vacation, within the designated year; the employee may carry up to 10 workdays over into the following year or be paid for up to 10 workdays of vacation. The employee shall give notice in writing to the City at least 30 days prior to the end of the anniversary year in which the vacation time is allowed.

#### 10.4 - Choice of Vacation Period

If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict over vacation periods, unless, if for some reason, an employee's expertise is required during the requested vacation period.

#### 10.5 - Holiday during Vacation Period

Whenever a Holiday falls during an employee's scheduled vacation time, the employee shall extend his/her vacation period by the number of holidays within the vacation period, or an employee may reschedule his/her vacation time equal to the number of holidays falling within the vacation period. In no case shall holiday hours be counted as vacation time.

#### 10.6 - Vacation Rights in Case of Layoff or Separation

Any employee who is laid off, discharged, retired or separated from the service of the employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.

#### 10.7 - Deceased Employees

Unused vacation benefits for deceased employees shall be paid to the employee's estate.

## ARTICLE XI

### SICK LEAVE

#### 11.1 - Sick Leave

Sick leave shall apply to a period in which the Full-Time employee is absent from work because of illness, quarantine, or injuries. It shall include absence for medical checkups and examinations. Sick leave may be taken in increments of no less than one (1) hour.

Sick leave shall not be paid unless the City Administrator or designee is notified of the employee's absence prior to an employee's regular starting time. Employees are required to call in on each day of absence at least one hour prior to the employee's scheduled start time unless otherwise authorized by the City.

The City may require a medical doctor's written statement to substantiate illness or injury.

#### 11.2 - Maternity Leave

Pregnant employees are eligible for paid maternity leave following one year employment in a permanent, full-time position. Approved leave pay will be as follows: six (6) weeks of paid leave and two (2) weeks at 70% of the employee's regular rate of pay. The employee, at her own discretion, may supplement the other 30% with their own applicable leave banked. The employee, with City Administrator approval, may also work to make up the 30%. If the pregnant employee would like to take the remaining four (4) weeks unpaid she may supplement with applicable leave banked.

Paternity leave is for eligible males/females following one year employment in a permanent, full-time position. Approved leave pay will be as follows: two (2) weeks of paid leave and two (2) weeks at 50% of the employee's regular rate of pay. The employee, at his/her own discretion, may supplement the other 50% with their own applicable leave banks.

Newly adoptive parents are eligible for paid leave following one year employment in a permanent, full-time position. Approved leave pay will be as follows: six (6) weeks of paid leave and two (2) weeks at 70% of the employee's regular rate of pay. The employee, at their own discretion, may supplement the other 30% with their own applicable leave banked. The employee, with City Administrator approval, may also work to make up the 30%. If the employee would like to take the remaining four (4) weeks unpaid he or she may supplement with applicable leave banked.

#### 11.2 - Accumulation

Full-time employees shall accrue 8 hours of sick leave each month. Newly hired full-time employees shall earn sick leave beginning on the first day of the month, following their start date. Employees are not able to use sick leave until the successful completion of the probationary period. A full-time employee may accumulate six hundred (600) hours of sick leave. The employee may elect to have any portion of sick leave (above six hundred (600) hours) converted to vacation leave at the rate of two (2) days of sick leave for one (1) day vacation. Part-Time employees who have been employed by the City for 2 continuous years shall be eligible to accrue pro-rated sick leave pursuant to the schedule in this paragraph.

### 11.3 - Unused Sick Leave

- A. A lump sum shall be paid to an employee equal to fifteen percent (15%) of the cash value of the accumulated sick leave when he/she quits in good standing or retires. In the event of death of the employee, payment shall be made to the estate of the employee.
- B. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

### 11.7 - Vacation Sick Leave

Should an employee become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective on the date of the illness or disability, upon notice to the City Administrator and substantiated by a doctor's note. The employer may require a doctor's slip as verification.

## **ARTICLE XII**

### **LEAVE OF ABSENCE**

#### 12.1 - Eligibility Requirements

Full-Time employees shall be eligible for the following leaves of absence after the completion of their probation periods.

#### 12.2 - Funeral Leave

Full-time Bargaining Unit employees will be granted at the request of the employee up to five (5) days paid leave of absence for a death of his/her Spouse, Daughter, Son, Mother, Father.

Full-time Bargaining Unit employees will be granted at the request of the employee up to three (3) days paid leave of absence for a death of his/her Sister, Brother, Mother-in-law, Father-in-law, Daughter-in-law, Son-in-law, Sister-in-law, Brother-in-law, Grandmother, Grandfather, Grandchildren, Stepmother, Stepfather, Stepdaughter and Stepson.

#### 12.3 - Leave for Union Business

A Union member may request a one-day to one-year unpaid leave of absence at the employer's discretion to conduct Union business or participate in Union functions.

#### 12.4 - Jury Duty

Any regular employee, who is selected for jury duty or is called as a witness regarding a city-related matter, shall receive paid leave of absence for active time spent on such duty. The City shall pay the normal wage or salary of the employee for each day that the County or Court pay him/her. However, the employee must turn over to the City any per diem that he/she receives from the County or State for such service. If during their normal work hours, the employee shall report to work immediately after jury duty is over or they are done testifying as a witness for the city-related matter.

## 12.5 - Unpaid leave of absence

An employee desiring an unpaid leave of absence shall make a written request to the City Administrator, setting forth the reason(s) for the request and the duration of the requested leave.

A request for unpaid leave of thirty days or less will be approved or disapproved promptly by the City Administrator.

A request for an unpaid leave of more than thirty days will be forwarded with the recommendation by the City Administrator to the City Council. In no event shall unpaid leave be approved for more than six months by the City Council.

Upon return from an unpaid leave of absence, the City of Tiffin will attempt to place the employee in their former position at the salary and step occupied at the time such leave began; provided however, that the employee is able to perform the essential functions of their position. In the event the former position is not available or, the employee is not able to perform the essential functions of the position, the City of Tiffin will attempt to place the employee in another position consistent with qualifications, ability, and staffing requirements. At no time will employees utilizing unpaid time off be guaranteed a position upon return from an unpaid leave of absence.

An employee who fails to return from an unpaid leave of absence on the date specified in the request shall be considered to have resigned their position, unless a written request for an extension has been submitted by the employee, recommended by the City Administrator, and approved by the City Council.

While on an unpaid leave of absence an employee shall not accrue benefits nor shall time spent on an unpaid leave absence be considered time worked. The employee must pay their own group health insurance premiums for that portion of an unpaid leave of absence in excess of (30) thirty days. In considering an unpaid leave of absence the employee will be required to use available accruals prior to being placed on leave without pay.

## **ARTICLE XIII**

### **SENIORITY & POSTING**

#### 13.1 - Definition

Seniority means a bargaining unit employee's length of full-time continuous service with the employer.

#### 13.2 - Probation Period

New Full-time employees shall be added to the seniority list upon completion of their probationary period.

#### 13.3 - Seniority Lists

The employer shall post on departmental bulletin boards a seniority list showing the continuous service of each employee. A new posting is to be accomplished whenever a change in seniority occurs, and a copy of each posting shall be furnished to the Union, when posted.

#### 13.4 - Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for proper cause, retirement, failure to return after a leave of absence, an absence for three (3) days from work without cause. There shall be no deduction from continuous service for any time, which does not constitute a break in continuous service. An employer - granted unpaid leave of absence shall not constitute a break in service, but such time shall be deleted from the employee's overall period of seniority. Acceptance of employment with another employer by an employee on unpaid leave shall constitute a break in service.

#### 13.5 - Posting

Employees of the City of Tiffin shall have the first opportunity to apply for vacancies in any bargaining unit classification.

- A. All open positions in any bargaining unit classification shall be posted on the bulletin boards for a period of five (5) working days with a copy of such notice given to the Union's designated representative. The notice shall include the following information: The job classification, the usual location (where applicable) of such job in the City and the rate of pay. (Some job classifications may require work at more than one location from time to time at the discretion of the employer.)
- B. All employees, including employees absent for any reason, may apply for an open position by signing an application form provided by the employer.
- C. The City shall not publicly advertise and solicit job applications for such vacancy until the notice contemplated at Section A has been posted for at least five (5) working days.
- D. Employees successfully moving into a new position may be required to remain in that position for at least three (3) months before seeking any other open position.

### **ARTICLE XIV**

#### **GENERAL PROVISIONS**

##### 14.1 - Work Rules

Any changes in Management instituted work rules shall be posted ten (10) days before implementation.

##### 14.2 - Equipment

All tools and other equipment required by the employer shall be furnished by the employer.

##### 14.3 - Union Notices

The employer agrees to allow the Union to post notices in convenient places as determined by the City. The Union shall limit its posting notices and bulletins to such areas.

#### 14.4 - Clothing Allowance

Upon commencement of employment, the City shall issue to all public works employees/non city hall staff the following clothing items, 5 shirts, 5 sweatshirts, 1 coat, 5 pairs of jeans, 2 pairs of footwear, 5 pairs of shorts, 1 raingear and 1 pair of coveralls. All portions of the above-listed items will meet all ANSI standards.

Each year, public works employees/non city hall staff may receive, upon approval by the City Administrator: up to 3 new shirts, up to 3 new sweatshirts, up to 1 coat, up to 3 pairs of jeans, up to 2 pairs of footwear, up to 3 pairs of shorts, up to 1 raingear, up to 1 pair of coveralls. All portions of the above-listed items will meet all ANSI standards and will not exceed \$700 per year, per employee.

Every other year, city hall staff may receive, upon approval by the City Administrator, four shirts and one fleece jacket with City emblem.

#### 14.5 - Pay Day

The City shall pay for employee's services for all hours worked (overtime and straight time) for each pay period. When verification of time worked is required and the Supervisor is unavailable to sign a time sheet by the Monday following, the employee shall secure verification by the Supervisor by the Monday following the next pay period, and failing to do so shall be docked for such unverified time. In no case shall the employer not pay an employee for hours worked nor shall it delay payment to an employee for hours worked. If pay day falls on a holiday, payment shall be made on the preceding regular workday.

#### 14.6 - On-Call Pay

The City can require any employee to be on call. An employee required to be on call shall be compensated at the rate of \$1.00 per hour during such on-call period. "On call" means the requirement of the employee be available for employment within a reasonable time after notification by the City. For the purpose of this section, 'reasonable time' is defined as a 45-minutes response time once notification has been made. On-call pay shall not be counted as hours worked when computing overtime or pay.

#### 14.7 - Educational Workshops

Educational workshops required by the City for State of Iowa certification shall be paid for by the employer. Transportation, where available, to the workshops shall be provided by the employer. When an employee uses his/her personal vehicle for the purpose of going to such a workshop, he/she shall be reimbursed at the mileage rate as determined by the City Council. The employer shall reimburse the employee for the cost of meals as stated below during which an employee is away from home during any mealtime.

The limit is \$50.00 per day for overnight meetings.

Employees must leave home by 6:00am to charge for breakfast and be gone until 6:00pm to charge for dinner. In no circumstance will the City reimburse for alcohol. Employees may be reimbursed beyond these limits for a legitimate meal expense, with receipts, and with approval from the City Administrator.

#### 14.8 - Use of Personal Vehicles

Any employee required to use his/her personal vehicle (**including such use when the city vehicle supplied needs maintenance or is not available**) to fulfill the requirement of employment with the City for other than going to and from their place of work shall receive a mileage allowance as set by the **IRS**.

#### 14.9 - Council Meetings

Any employee who is required to be present at a City Council Meeting shall receive compensation for the time spent at the City Council Meeting at that employee's regular hourly rate. Such hours shall also be considered regular hours for purposes of determining the particular City employee's eligibility for overtime compensation for that pay period.

#### 14.10 - Employees who are emergency responders

Any employee who must cease working for the City to report to an emergency within the City of Tiffin as a member of the Tiffin Fire Department during their normal work hours will be paid their regular wage during the call.

### **ARTICLE XV**

#### **INSURANCE**

##### 15.1 - Health Insurance

The City will pay the monthly single health insurance plan premium for full-time employees beginning after the end of the probationary period. The cost to full-time employees electing family only insurance shall be \$175/month **from July 1, 2023, to June 30, 2028**. The City will choose the "standard" plan as referenced above. The City will continue to review its insurance premium increases on an annual basis. If the City incurs an increase of over 10%, this will automatically receive council review. The City will continue to explore the option of partial self-funding on an annual basis. If an option becomes viable with the membership, language will be added to the agreement to reflect the change.

The current health insurance plan is an 80/20 co-insurance plan; with a \$1,500/\$3,000 deductible (single/family); \$6,500/\$13,000 out-of-pocket maximum (single/family); Office co-pays of \$30/\$60 (primary care provider/specialist); Prescriptions pricing at \$15/\$50/\$100, \$200/\$500 (preferred/non-preferred).

Any paperwork required by the insurance companies under law will be furnished by the employee at the employer's request.

##### 15.2 - Life Insurance

The City shall pay the total premium of a \$50,000 Group Term Life Insurance policy for each Full-Time employee.

##### 15.3 - Dental Insurance

The cost to full-time employees electing family only dental insurance shall be 50% of the cost of coverage. Full-time employees electing single only dental insurance shall be 1% of the cost of coverage.



#### 15.4 - Vision Insurance

The cost to full-time employees electing family vision insurance shall be the difference between the family and single cost of the 'Preferred Plan' Avesis Vision Care. The City will pay the cost of Full-time employees electing single vision insurance. Coverage will be the 'Preferred Plan' Avesis Vision Care.

### **ARTICLE XVI**

#### **HEALTH & SAFETY**

##### 16.1 - Protective Equipment

The employer agrees to make reasonable provisions for the health and safety of the employees. Authorized protective equipment and other devices necessary to properly protect employees from injuries on the job shall be designated, and where necessary, be provided by the employer. The use of safety equipment and devices shall be mandatory.

##### 16.2 - Reasonable Care

It is to be recognized by employees that they are expected to exercise reasonable judgment in the operation and care of all equipment including, but not limited to, safety equipment, tools and vehicles used by the employees in the performance of their jobs.

##### 16.3 - Defective Equipment

Employees shall not be required to operate any equipment or vehicles that have been determined to be unsafe or defective by the employer's mechanic.

### **ARTICLE XVII**

#### **REDUCTIONS**

##### 17.1 - Reduction in Force Layoffs

The City may lay off any employee in the municipal service whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position or a change in the organization. However, no layoff shall be made without the approval of the City Council.

- A. Two weeks before the effective date of any layoff, the affected employee shall be given written notice inclusive of the reasons therefore.
- B. Any employee who has been given notice of layoff, who qualifies for the position of the less Senior employee may bump into the position of the less senior employee. Provided further, the decision of the City will not be exercised in an arbitrary or capricious manner.
- C. Recall in Event of Layoff - employees laid off will be recalled in inverse order of layoff, to fill any open or new position he/she qualifies for. This period of recall will be for one year. The employee must report back to work within 2 weeks of the recall notice being sent by the City. It is the responsibility of the employee to maintain a current address with the City.

D. This section does not apply to probationary employees.

17.2 - Resignation

An employee desiring to resign from City service may do so by notifying his department head and the City Administrator in writing of the reasons therefore and the effective date. To resign in good standing, the employee shall give notice of the resignation at least two weeks in advance of the effective date. Failure to give at least two weeks' notice, except in extenuating circumstances so recognized by the appointing authority, may be cause for denying subsequent employment with the City. - NOTICE - Such resignation may be withdrawn by the employee at any time prior to the effective date with the approval of the City Administrator.

**ARTICLE XVIII**

**WAGES**

18.1 Employees shall be compensated in accordance with the Wage Schedule in appendix A **from July 1, 2023 to June 30, 2025**. Include wage study and Resolution 2019-121 for wage schedule and Council approved benchmarks. It is anticipated that a new/updated Wage Study will be performed prior to July 1, 2025. However, if a new/updated Wage Study is not performed, the City and the Bargaining Unit agree to reopen the Agreement to negotiate annual wages.

18.2 Longevity Pay

Longevity Pay - Full-time employees shall receive longevity pay at the following rate:

After 2 years	\$ 6.00 per month
After 4 years	\$12.00 per month
After 6 years	\$18.00 per month
After 8 years	\$24.00 per month
After 10 years	\$30.00 per month
After 12 years	\$36.00 per month
After 14 years	\$42.00 per month
After 16 years	\$48.00 per month
After 18 years	\$54.00 per month
After 20 years	\$60.00 per month
After 22 years	\$66.00 per month
After 24 years	\$72.00 per month
After 26 years	\$78.00 per month
After 28 years	\$84.00 per month
After 30 years	\$90.00 per month

18.3 Special Qualification Pay - Hourly paid employees required by the employer to be certified by the State of Iowa shall be paid in addition to their hourly rate; a special qualification pay is stated below. The City will also provide and pay for on-the-job training as well as training schools or classes for certifications or licensing required for or beyond their present job classification.

- A. Grade I Water (Distribution) - \$.50
- B. Grade I Water (Treatment) - \$.50
- C. Grade I Sewer - \$1.00
- D. Grade II Water (Distribution) - \$.50

- E. Grade II Water (Treatment) - \$.50
- F. Grade II Sewer - \$1.00
- G. Grade III Water (Distribution) - \$.50
- H. Grade III Water (Treatment) - \$.50
- I. Grade III Sewer - \$1.00
- J. Grade IV Water (Distribution) - \$.50
- K. Grade IV Water (Treatment) - \$.50
- L. Grade IV Sewer - \$1.00
- M. Class A CDL - \$1.00
- N. Commercial Pesticide Applicator License - \$.50
- O. Residential Building Inspector Certification - \$1.00
- P. Residential Electrical Inspector Certification - \$1.00
- Q. Residential Mechanical Inspector Certification - \$.50
- R. Residential Plumbing Inspector Certification - \$.50

Special Qualification Pay will not be part of base compensation.

Should an employee resign or be terminated for just cause within the three years of receiving a certification or license, the employee will reimburse the City for the training expenses incurred per the following schedule:

- a. One year or less following the completion of the training or the certification or license - 100%
- b. More than one year but less than two years - 66.67%
- c. More than two years but less than three years - 33.33%

## **ARTICLE XIX**

### **MISCELLANEOUS AND SIGNATURES**

#### 19.1 - Savings Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting. All other provisions and applications shall continue in full force and effect.

#### 19.2 - Notices

Wherever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall be so by letter, postage pre-paid, United States. Employees shall be responsible for providing and maintaining their current address to the City.

#### 19.3 - Duration of Agreement

This Agreement shall be effective as of July 1, 2023, and shall continue in effect until June 30, 2028.

#### 19.4 - Finality

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements

Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this agreement. Therefore, the Union and the City, for the life of this agreement, voluntarily waive any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the Parties shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Further, the parties agree that the terms of this Agreement do not bind the parties in future agreements.

19.5 - Signature Clause.

For the City:

Mayor:

*Steve B.*

For the Union:

AFSCME Local:

*Earlene Anderson*

Negotiators:

*Doug Boldt*  
\_\_\_\_\_  
\_\_\_\_\_

*A. A.*  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A**

**Wage Study Matrix and Resolution 2019-121**

The City reserves the right to hire new employees at a wage commensurate with his/her qualifications and/or experience.

Wages for Seasonal employees shall be determined by the City.