

**COUNCIL ACTION FORM**

**SUBJECT: SUPPLEMENTAL EMPLOYMENT POLICIES FOR CERTAIN ELECTRIC DISTRIBUTION AND TECHNICAL SERVICES EMPLOYEES**

**BACKGROUND:**

Labor unions represent a majority of the City's regular workforce. Each group has a collective bargaining agreement, which addresses topics including pay, leaves, discipline, holidays, overtime, safety, and other employment conditions. In instances where the collective bargaining is silent regarding a topic, the City's Employee Handbook and related policies apply. The Employee Handbook and related policies are not collectively bargained, but rather are approved by the City Council.

In 2017, the Iowa Legislature modified Chapter 20 of the Iowa Code, which governs the collective bargaining process for public sector employees. One of the most significant changes was to require that prior to bargaining each successor agreement, the state must conduct a retention and recertification election among the employees who are subject to the agreement. If a majority (50%+1) of the employees subject to the agreement vote "yes," then the union is certified as the exclusive bargaining representative. If less than a majority votes "yes" (i.e., they instead vote "no" or fail to vote), then the union is decertified.

Upon a vote for decertification, there is a brief period for filing any appeals related to the retention and recertification election. Once that period ends, the Public Employment Relations Board (PERB) issues an order of decertification. **Although the order for decertification may be issued months in advance of the existing agreement's expiration date, PERB's order for decertification invalidates the contract immediately.** State law further prohibits the bargaining unit that has been decertified from being represented by a union for a period of two years. After that point, a group of employees could petition to hold a new certification election with a union of their choice.

**IBEW BARGAINING UNIT:**

A total of 21 positions in the Electric Distribution and Technical Services divisions of Electric Services have been represented by the International Brotherhood of Electrical Workers (IBEW) Local No. 55, since 1975. The latest contract with this union was set to expire on June 30, 2023. Therefore, PERB held a retention and recertification election for the employees in this unit, along with 176 other bargaining units across the state with expiring contracts. The election was conducted by PERB from October 11-25, 2022.

**The election resulted in seven “yes” votes to recertify, short of the 10 needed to authorize IBEW as the unit’s ongoing bargaining representation. On November 4, 2022, the collective bargaining agreement in effect at the time became invalid.**

This was an abrupt and significant change, with many potential implications for pay, benefits, and other policies for the employees formerly subject to this agreement. Therefore, the City Council adopted a set of temporary special employment policies for the employees formerly subject to the agreement. This temporary policy contained limited modifications from the previous contract (primarily revised to remove references to the union’s involvement in policy matters). The policy superseded any broader City policy to the contrary, just like the collective bargaining agreement did.

**Adopting the temporary policy provided staff time to analyze the policies in detail and determine a recommended long-term replacement policy for these employees. Staff has now completed this review and prepared a draft “Supplemental Employment Policies” document.** This draft, as compared to the temporary policies, eliminates a significant number of provisions that are duplicated in the existing Employee Handbook, which applies to the entire City workforce (e.g., breaks, holidays, vacation, sick leave, emergency leave, funeral leave, jury leave, longevity pay, employment of relatives, etc.). The remaining sections were reorganized into six sections and additional modifications were made to clarify the meaning of certain provisions. Wages for the affected positions will be approved as part of the adoption of the City Pay Plan in May or June each year.

Management staff provided copies of the draft proposal to the affected employees and met with the whole workgroup in May to discuss the changes and receive feedback. Several provisions were modified based on the feedback, and the final draft is now presented for City Council approval. A copy of the proposed long-term policy is attached. Upon adoption, the previously adopted “Temporary Special Policies” will be rescinded.

**ALTERNATIVES:**

1. A. Approve the attached “Supplemental Employment Policies for Certain City of Ames Electric Distribution and Technical Services Division Employees.”  
B. Rescind the November 4, 2022 “Temporary Special Employment Policies for Certain City of Ames Electric Distribution and Technical Services Division Employees”.
2. Direct staff to modify the attached policy.
3. Rescind the temporary policy and do not adopt a replacement, which will place employees in this bargaining unit under the City’s broader Employee Handbook and related policies.

**CITY MANAGER’S RECOMMENDED ACTION:**

The collective bargaining agreement formerly in place for the employees in this bargaining unit addressed a variety of aspects of employment. A temporary set of replacement policies was adopted by the City Council when the collective bargaining agreement became invalid, which allowed staff a reasonable period to prepare a long-term replacement.

Staff has analyzed the policies and consulted with affected employees and has now drafted a replacement long-term policy to address the unique employment context of this workgroup. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 A-B as described above.

SUPPLEMENTAL EMPLOYMENT POLICIES  
FOR CERTAIN CITY OF AMES  
ELECTRIC DISTRIBUTION AND  
TECHNICAL SERVICES DIVISION EMPLOYEES

ARTICLE I  
APPLICABILITY

1.1 Policy Statement. The policies outlined below, where in conflict with the City's Employee Handbook and related policies, will supersede such policies.

1.2 Positions Subject to These Policies. All employees of the Electrical Distribution Division of the Electric Services Department of the City of Ames in the following positions: Records and Materials Specialist, Electric Service Worker, Apprentice Electric Lineworker, Electric Lineworker, Electric Line Crew Leader, Substation Crew Leader, Substation Electrician, Apprentice Substation Electrician, Electric Meter & Relay Technician, Apprentice Electric Meter & Relay Technician, and Storekeeper.

1.3 Positions Excluded From These Policies. All other City employees.

ARTICLE II  
WORK ASSIGNMENTS

2.1 Work Assignments. Each employee is assigned an established job classification. Although an employee will normally perform work associated with the classification, employees will be expected to perform any work they are qualified to do connected with the operation of the City, no matter what the work classification may be. No employee will suffer a reduction in pay for doing work of a lower paid classification on temporary assignment.

2.2 Temporary Assignments. A crew is defined as at least three (3) employees assigned to work on a single work project or task. When a crew is sent to work without a Crew Leader present, the most senior journey-level employee willing to take on the responsibility shall be designated as temporarily in charge and shall receive the Crew Leader's rate of pay when doing such work for three (3) hours or more of the workday, after-hours trouble call-ins, weekends, or holidays. If no one is willing to accept the responsibility, management may assign that duty.

When a Crew Leader is not present and when two employees are assigned to a single work project or task, the employee with the most seniority in the classification of the work being performed willing to take on the responsibility shall be designated as the lead and shall receive a 3% differential rate of pay when doing such work for three (3) hours or more of the work day, after-hours trouble call-ins, weekends, or holidays. If no one is willing to accept the responsibility, management may assign that duty.

2.3 Seniority for Temporary Assignments. "Seniority" shall mean length of continuous service in a classification in the service of the City. Seniority shall be lost in the following circumstances:

- (a) When an employee resigns or is discharged.
- (b) Leave of absence (other than military leave or compensable injury absence) for more than one (1) year.
- (c) Failure to report for work upon expiration of leave.

- (d) Engaging in other employment or business while on leave, other than vacation or military leave.

ARTICLE III  
HOURS – OVERTIME – HOLIDAY PAY – PERSONAL DAY

3.1 Work Week. The normal work week is Monday through Friday, and the normal hours of work are 7 a.m. to 3 p.m. with a 20-minute paid lunch break between the hours of 11 a.m. and 1 p.m. at the job site. The 15-minute morning and afternoon work breaks will be taken on the job site. All daily overtime premium provisions for a shift will apply at the end of such shift. Any change in the normal work week shall be made only after two (2) weeks advance notice in writing.

3.2 Standby. When it is necessary for an employee to standby, it shall be for a week and the employee shall be paid two and one half (2.5) hours pay per day at the normal rate of pay. One employee shall use a City furnished pickup during standby duty.

3.3 Call-in. A minimum of two (2) hours pay at regular overtime rates shall be allowed to all employees who are called back to work after having been released from the regular day's work, or if called in for unscheduled work before their regular starting time of any day. Standby pay may be converted to compensatory time on an hour-for-hour basis in accordance with the Compensatory Time provisions of the Employee Handbook.

Management shall set and post the policy by which the standby duty lineworker can call in additional personnel. The policy shall include the number of employees the duty lineworker discretionally can call in without approval by management and the chain of command to be contacted if the duty lineworker wants more personnel than the duty lineworker is authorized to call without approval.

3.4 Overtime Distribution. Scheduled overtime opportunities shall be distributed as equitably as practicable among the employees within the classification who regularly perform the class of work being done. An employee who is called to work overtime and turns down the call will be charged, for overtime distribution purposes, with the same number of equivalent hours which the employee who accepts the call is charged.

The City will post a monthly overtime report listing the amount of scheduled overtime worked by or charged to each employee during the previous month's pay periods, and for the year to date.

3.5 Work Over Sixteen (16) Hours. An employee who has worked sixteen (16) hours or more in any twenty-four (24) hour period shall be paid at double the straight time rate for all hours worked in excess of sixteen (16) hours, and upon release, shall receive eight (8) consecutive hours of rest including travel time, before returning to work. If this rest period extends into the regular scheduled working hours, the employee shall be excused from that portion of the regular hours and lose no pay for such excused time. After receiving such rest period, the employee shall not thereafter become subject to the provisions of this section until the employee again works sixteen (16) hours in a subsequent twenty-four (24) hour period. Such subsequent twenty-four (24) hour period shall not commence earlier than the employee's reporting to work following the rest period. Should the situation develop during a regular workday, the twenty-four (24) hour period shall commence at the start of the regular workday.

3.6 When an employee has worked sixteen (16) hours in any twenty-four (24) hour period and has not been released for a full eight (8) consecutive hour rest period, the employee shall be

paid double time thereafter for all hours worked until the employee is released for eight (8) consecutive hours. All employees will take an eight (8) consecutive hour rest period after working sixteen (16) hours in any twenty-four-hour period unless instructed otherwise by management.

3.7 Weekend Work. Work commencing after the end of the last scheduled workday of a calendar week and/or before the beginning of the first scheduled workday of the next calendar week is deemed as "weekend work". Employees performing weekend work will be paid at the rate of time and one-half for the first eight (8) hours and thereafter at the rate of double time. Except for the time spent while traveling to attend education, training, or development programs, which shall be paid at straight time, hours worked on Sunday shall be paid at the rate of two (2) times the regular hourly rate.

3.8 Authorization for Overtime and Travel. All overtime work and travel arrangements for work outside the normal utility area shall be authorized in advance by a supervisor.

3.9 There shall be no pyramiding of overtime pay for the same hours worked.

3.10 Rest Time. An employee who is called on to perform unscheduled work between the hours of eleven p.m. and six a.m. shall receive equal time off for all hours worked between 11:00 p.m. and 7:00 a.m., and it shall be the responsibility of the employee to notify the supervisor whether they choose to take these hours at the beginning of the workday or at the end of the workday. The employee shall be paid the normal hourly rate for any scheduled hours missed.

The provisions of Section 3.10 will not apply when the conditions of Section 3.5 are met.

3.11 Holiday Pay. An employee required to work on a designated City holiday will receive the allowed holiday straight time plus double time for all hours worked during the holiday.

In the event a holiday falls within an employee's vacation period, the employee is not required to use vacation to receive pay for that holiday. In the event a holiday falls within an employee's stand-by duty week, the employee is entitled to a choice of eight (8) hours straight time pay or eight (8) hours of compensatory time for the holiday.

3.12 Work Outside Normal Utility Area. When it is necessary for an employee to work away from the normal area of the Utility in the service of the City, including for training or educational seminars, etc., the City will pay for the time actually spent in travel at the appropriate regular or overtime hourly rate.

3.13 Personal Day. Each employee shall be granted one (1) eight (8) hour paid personal day per fiscal year. Personal days may not be accrued from one (1) year to the next. A personal day shall be taken as a full eight (8) hour day off; partial days are not permitted. Personal days shall be scheduled in the same manner as vacation.

## ARTICLE IV MEALS

4.1 Employees will be paid for each meal at the rate of 1/3 of the Federal Per Diem Rate for meals published annually by the IRS. Employees are required to turn in a meal reimbursement form for each meal by the end of the next scheduled work day.

4.2 Meal allowance will be granted under the following conditions:

- (a) An employee starts work on a normal workday prior to the normal starting time and

work continues until one hour or less of their normal start time. In this situation an employee shall be reimbursed for a breakfast and lunch meal. No lunch meal will be provided if the employee is on rest time any time between the hours of 11:00 a.m. and 1:00 p.m. No lunch meal will be provided for scheduled work starting prior to the normal starting time.

- (b) An employee works on a normal workday after normal quitting time and before 7:30 p.m. and works for two (2) hours or more.
- (c) An employee is called to work after 7:30 p.m. and works for six (6) consecutive hours.
- (d) An employee is directed to work straight through the hours of 11:00 a.m. to 1:00 p.m. and due to an extraordinary circumstance (e.g., work load, emergency response, etc.) is not able to take a lunch break outside of those hours.
- (e) An employee is called in to work on weekends or holidays between the hours of 6:30-8:30 a.m., 11:30 a.m.-1:30 p.m. or 5:30-7:30 p.m. If the work is pre-arranged then the conditions of 4.2(a), 4.2(b), 4.2(c) and 4.2(d) will apply.

*Example: If an employee is called in on a weekend or holiday at 5:30 p.m. and works until 7:00 p.m., then a meal is allowed.*

## ARTICLE V RESIDENCE AREA

5.1 Residence. Employees in classifications that are routinely subject to standby and call-in, as designated by the department head, are required to reside in 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 six (6) months, reside within the residency area. The department head may allow an employee up to an additional six (6) months if the employee provides documentation of financial commitment to move within the residence area.

## ARTICLE VI SAFETY

6.1 The most current edition of the "Safety Manual for an Electric Utility" of the American Public Power Association is made a part of this policy by reference. However, whenever the safety manual requires questions on safety to be referred to the crew leader, such questions also shall be brought to the attention of management for appropriate action.

6.2 Inclement Weather. The City will endeavor to plan outdoor construction work for periods when the outdoor temperature is above zero (0) degrees Fahrenheit. Employees may be required to work in inclement weather conditions if such work is: 1) necessary to protect life or property, 2) necessary to maintain service to the public, 3) scheduled work, 4) switching, 5), retrieval of equipment and/or materials for repairs, overhaul and/or assembly indoors, or 5) other emergency work. The manager shall take the scope of work into consideration with the weather when determining whether and how outdoor work will occur.

### 6.3 Clothing, Glasses, Tools, Equipment.

- (a) The City intends to purchase goods and services of high quality consistent with the expected use at the most reasonable cost from qualified, responsible, and responsive vendors. The purchase of any or all prescription safety glasses, shoes, equipment, or clothing may require approval of a manager prior to placing an order.
- (b) The City shall furnish, and employees shall wear, protective clothing, including boots/footwear, and prescription safety glasses. All clothing furnished by the City is 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, etc., which do not reflect poorly on the image of the City. Employees shall not indulge in the use of alcoholic beverages while in City clothing or uniforms.
- (c) The City shall furnish newly hired employees with a full set of clothing appropriate for the work and the season in which the employee starts work (e.g., lighter weight clothing if the employee starts in the summer months and heavier weight clothing if the employee starts in the winter months). The City shall provide additional weather-appropriate clothing in advance of the season changing, such that after one full year of employment, each employee will be fully outfitted with the clothing necessary to perform their job duties in a range of weather conditions.
- (d) The appropriate manager shall determine the clothing to furnish each employee upon hire and at the time the employee is fully outfitted for work in all seasons. The clothing furnished may include (selected from the list below as appropriate):
  - 1) Fire-retardant shirts
  - 2) Fire-retardant pants
  - 3) Insulated boots (ASTM F2413-05 (M I/75/C/75) EH rated)
  - 4) Non-insulated boots (ASTM F2413-05 (M I/75/C/75) EH rated)
  - 5) Safety footwear
  - 6) Jacket with liner
  - 7) Insulated coverall and hood
  - 8) Hard hat liner
  - 9) Rubber glove liners
  - 10) Rain jacket and hood
  - 11) Rain pants
  - 12) Leather gloves
  - 13) Prescription safety glasses
- (e) Maintenance of fire-retardant clothing shall be the City’s responsibility.
- (f) If cleaning is unable to remove a stain or it affects the integrity of contaminated clothing, or if evidence of need is otherwise demonstrated, replacement clothing shall be provided by the City at City expense, except as follows:
  - 1) The City shall only replace prescription safety glasses that have been broken while in the service of the City three (3) times in any two (2) year period.
  - 2) The City shall pay for replacement boots/footwear not more than once per year unless the boots/footwear have been contaminated by PCB spills.
  - 3) The City shall replace clothing or boots/footwear of equal value contaminated by



PCB spills (contaminated or non-contaminated transformer oil) due to a work-related cause, hydraulic oil, battery acid, or any hazardous materials, provided that the employee was practicing the safety rules of the City. In order for an employee to request reimbursement, they must complete an incident report and report it by the start of the next workday. The damaged item must be surrendered.

- (g) The City will furnish all equipment and tools in fixed locations. The City will furnish all necessary safety equipment for the protection of the employees working on energized or deenergized lines and/or equipment, including approved hot line tools, and all safety equipment must be used. Equipment and tools are not to be removed from the premises without the approval of management.

6.4 Safety Rules. When work is being done, the Safety Rule Book will be used as a guideline. Whenever City rules and policy state otherwise, City rules and policies will take precedence and be followed. Safety rules and policies will not cover all situations, and therefore it is the responsibility of every employee to assess the dangers and use appropriate measures to ensure the safety of all employees and the public.

If an employee is called upon to perform work which the employee considers hazardous and not properly protected, the employee shall bring the matter to the attention of the crew leader or person in charge before starting the work. If questions arise, final interpretation rests with the supervisor.

6.5 Failed Equipment. Any equipment that fails a visual or mechanical test shall be deemed unsafe and shall be red-tagged and reported to the supervisor.

6.6 Primary Areas (more than 600 volts) will only be worked in by a journey-level Lineworker or Substation Electrician, or an appropriate step apprentice supervised by a journey-level Lineworker or Substation Electrician. Dead front transformers or equipment with an effective shield between the work area and the primary area are not considered a primary area. The primary area includes reaching or falling distance plus two feet of a primary conductor.

6.7 The Reaching or Falling Distance is the maximum distance from an energized conductor that a person can be and still make contact with that conductor with any extremity of the body, clothing, or hardware being held. Any individual working within this area will be considered the same as the conductor.

6.8 Two-Person Rule: When energized conductors of more than 600 volts are being handled, the two-person rule will apply. Work of this nature will be done with a journey-level Lineworker who is assisted by another journey-level Lineworker or by an apprentice on the appropriate step. When both employees are in Reaching or Falling Distance of a Primary Area, a third employee will be present on the ground or in the immediate area to give assistance in case of an emergency.

The Two-Person Rule will not apply when hotsticks are being used, when the voltage being worked is 600 volts or less, or when work is being done on dead front transformers or on equipment with an effective shield between the work area and the primary area.

6.9 Primary Conductor: A Primary Conductor will be wires, bushings, and equipment of a voltage of 600 volts or higher that are bare or are not effectively grounded or insulated for the voltage they are transmitting. Wires and equipment with effective insulation or that are grounded or shielded with an effective ground will not be considered primary conductors for the purpose of work being done in the vicinity by employees or designated personnel. Wires, bushings, and equipment that constitute a hazard to the employee or designated personnel will be covered with the appropriate cover up so as not to constitute a hazard.

6.10 Network: Vaults and utility holes are considered effectively insulated or grounded and will not be considered a primary area unless insulation or grounding is removed from a primary conductor. The secondary conductor of the network will not be considered a primary area, but when work is being done on bare secondary conductors, high voltage rubber gloves will be worn, and only personnel in an appropriate classification will handle the energized secondary conductors. There will be a minimum of three people present when working on the network.

Before entering any vault or utility hole, atmospheric testing shall be done and appropriate ventilation shall be used.

6.11 High Voltage Rubber Gloves and Sleeves: High voltage rubber gloves and sleeves shall be worn whenever working within a primary area.

Rubber-gloving primary conductors of over 5KV (phase to ground) from a pole or structure shall not be permitted.

Rubber-gloving primary conductors of over 10KV (phase to ground) from an approved aerial device shall not be permitted.

No primary conductors shall be handled without using approved hotsticks while the worker is on the ground.

High voltage rubber gloves shall be worn when operating switch handles of mechanically operated high voltage switches.

High voltage rubber gloves and their protectors shall be in good condition with a test date not to exceed 60 days. Those gloves found not to be in acceptable condition shall be tested and approved before being used again.

High voltage rubber sleeves shall be in good condition with a test date not to exceed 100 days. Those sleeves found not to be in acceptable condition shall be tested and approved before being used again.

6.12 Secondary Voltages (600 volts or less) may be worked on by employees under the supervision of a: 1) journey-level Lineworker or Substation Electrician, 2) Electric Service Worker, 3) apprentice Lineworker or Substation Electrician in appropriate step, or 4) Electric Meter & Relay Technician.

6.13 Secondary Rubber Gloves: Secondary rubber gloves shall be worn when making contact with bare energized conductors of 600 volts or less while working at ground level. Otherwise, appropriate work gloves shall be worn while handling energized secondary conductors.

Secondary rubber gloves and their protectors shall be in good condition, with a test date not to exceed 100 days. Those gloves found not to be in acceptable condition shall be tested and approved before being used again.

Any time an employee deems it to be necessary, that employee may use high voltage rubber gloves, as long as that employee does not violate the minimum rubber-gloving requirements.

6.14 Hot Sticks will have a current test date not to exceed one year. Primary voltages may be worked with hotsticks by designated personnel.

Examples: Installing and removing hot line clamps. Installing and removing high voltage dead front connectors. Opening and closing high voltage cut-out doors.