

COUNCIL ACTION FORM

SUBJECT: TEMPORARY POLICIES FOR IBEW COLLECTIVE BARGAINING AGREEMENT EMPLOYEES

BACKGROUND:

Five separate labor unions represent portions of the City's 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 June 30 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:

Since 1975, the International Brotherhood of Electrical Workers (IBEW) Local No. 55 has represented employees in the Electric utility's Electrical Distribution and Technical Services divisions. There are 18 employees whose positions are subject to the collective bargaining agreement (3 vacant positions are also subject to the agreement).

The IBEW contract currently in effect is 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. **On October 25, the City received preliminary results indicating that the IBEW bargaining unit had received seven**

“yes” votes to recertify, short of the ten needed to authorize IBEW as the unit’s bargaining representative. Therefore, effective November 4, the last day to file objections to the election results, the current collective bargaining agreement becomes invalid, and no new collective bargaining agreement will be negotiated.

The invalidation of the current collective bargaining agreement is an abrupt and significant change. There are many potential implications for pay, benefits, and other policies for the employees formerly subject to this agreement.

To address this, staff proposes that the bulk of the existing collective bargaining agreement, with limited modifications, be adopted as a temporary special policy for employees of this workgroup. This temporary policy would supersede any broader City policy to the contrary, much like the collective bargaining agreement would. Over the next several months, staff would analyze the temporary policy and determine which aspects are addressed in the Employee Handbook and related policies. Aspects of the temporary policy that are unique to this group of employees and important to retain would be presented to the City Council at a later time to adopt as a permanent policy.

The proposed temporary policy is attached.

ALTERNATIVES:

1. Approve the attached temporary policy, effective November 4, 2022, for employees formerly subject to the IBEW collective bargaining agreement.
2. Direct staff to modify the attached policy.
3. Do not approve the temporary policy, which will place employees in this bargaining unit under the City’s broader Employee Handbook and related policies effective upon decertification of the bargaining unit.

CITY MANAGER’S RECOMMENDED ACTION:

The collective bargaining agreement for the employees in this bargaining unit addressed a variety of aspects of employment. Without City Council action, the decertification of the bargaining unit will immediately place these employees under the City’s Employee Handbook and related policies once the decertification is ordered. Staff is concerned that such a change, without a reasonable period of time for analysis, may result in unintended consequences for employees. A temporary action to adopt most of the collective bargaining agreement provisions as a special policy for this workgroup will allow sufficient time to evaluate and mitigate these unintended consequences.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

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

Policy Statement: These policies are unique to those employees formerly subject to the provisions of a collective bargaining agreement between the City of Ames and the International Brotherhood of Electrical Workers, Local No. 55. The policies outlined below, where in conflict with the City's Employee Handbook and related policies, will supersede such policies. It is the intent that the policies outlined below are being adopted on a temporary basis, in order to provide time to develop an appropriate set of permanent employment policies.

Included: All employees of the Electrical Distribution Division of the Electric Utility Department of the City of Ames in the following positions: records and materials specialist, groundswoker, truck driver-groundswoker, electrical service worker, underground electrical service worker, apprentice electric lineworker, electric lineworker, electric line crew leader, substation crew leader, substation electrician, apprentice substation electrician, electrical engineering technician, electrical meter repair worker, apprentice electrical meter repair worker, electrical engineering assistant, electrician's helper and storekeeper.

Excluded: All other City employees.

ARTICLES II – IV
(RESERVED)

ARTICLE V
SENIORITY

5.1 Definition. Seniority shall mean length of continuous service in a classification in the service of the Utility. Classifications are those set out as "included" in Section 1.1.

5.2 Application. Subject to the requirements and procedures of the Civil Service Commission, and the other provisions of this agreement, where qualifications, performance, ability and fitness are equal, the seniority of all employees eligible shall be fairly considered in each case and as to each employee with respect to such matters as are expressly set out in this agreement.

5.3 Loss of Seniority. Seniority shall be lost in the following circumstances:

- (a) When an employee quits. An employee who is absent for three (3) consecutive days without notifying the Utility or without good cause shall be deemed to have quit.
- (b) When an employee is discharged.
- (c) Leave of absence (other than military leave or compensable injury absence) for more than one (1) year.
- (d) Failure to report for work on expiration of leave.
- (e) Engaging in other employment or business while on leave, other than vacation or military leave.

5.4 Military 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 without loss

of seniority, providing that military leave shall be with pay during the first thirty (30) calendar 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 option of the City Manager, an employee commencing a military leave of absence of more than 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.

5.5 Seniority During Leave for Injury on Duty. Any employee of the Utility covered by this agreement who is injured while on duty shall continue to accumulate seniority during compensable absence due to injury, and shall be reinstated upon recovery to the former position with full seniority rights, provided the employee is physically qualified to return to work. It is understood that when such an individual returns to work, the regular rules of seniority will prevail for those employees below said individual on the seniority list.

ARTICLE VI WORKING CONDITIONS

6.1 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 Utility, the Utility will pay for the time actually spent in travel at the appropriate regular or overtime hourly rate.

When an employee is working to assist another organization away from the normal area of the Utility, the employee shall be paid the normal rate of pay or the prevailing rate of pay, whichever is higher, for all hours worked and for travel time.

6.2 Working with Primary and Secondary Voltages. Both parties have agreed upon mutually acceptable safety rules and regulations which are stated in Addendum E. The parties recognize that staffing issues are permissive and, therefore, not mandatory items of bargaining. Provisions in Section 6.2 are not to be construed or deemed as permission or agreement by the employer for bargaining on any other staffing issues now or in the future.

6.3 Glasses, Tools, Equipment, Clothing.

(a) The Utility shall pay the cost of safety glasses and shall replace them when broken in service of the Utility, but not more often than three (3) times in any two (2) year period. The Utility will furnish all equipment and tools in fixed locations. Such equipment and tools are not to be removed from the premises without the approval of the Electric Services Department management.

(b) The Utility shall furnish, and the employee shall wear, protective clothing as mutually agreed. The City shall provide each employee, who is required to wear flame retardant clothing, with a two-week continuous supply of fire-retardant shirts and fire-retardant pants (11 sets). Maintenance of the clothing shall be the City's responsibility. The City will have delivery of clothing items on or before August of each year, with winter clothing having been delivered on or before October of each year. Ordering information for clothing will be taken beginning June 15 so that an order may be placed July 1. The City shall furnish yearly four (4) pair of pants and three (3) shirts for Electrical Engineering Technician, Electrical Engineering Assistant, Records and Materials Assistant, and Storekeeper. Employees may select quantities or items of work clothes described above as long as it does not result in an extra cost to the City for an individual's work clothes. If the selection of items or quantities of work clothes results in an amount less than provided for, there is no provision for receiving credit for the unused amount. New employees hired after July 1 will receive pro-rated clothing after completion of the

probationary period.

Each year, the City shall furnish all employees the option of one jacket with liner and hood or one insulated coverall with hood (or insulated bib) that meets the requirements of their position

All uniforms which are furnished to employees by the Utility 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, etc., which do not reflect poorly on the image of the City. Employees in City uniforms shall not indulge in the use of alcoholic beverages in public places.

(c) The Utility shall furnish or replace safety footwear for employees in the positions of who are required to wear them (Records and Materials Specialist and Storekeeper) in the performance of their job but not more often than one pair each year. These employees will not receive other footwear allowances.

The Utility shall furnish each employee, in positions covered by arc flash standard, with one pair of appropriate footwear each year as designated by ASTM F2413-05 (M I/75/C/75) EH rated. The first year, each employee shall receive one pair of non-insulated and one pair of insulated boots.

(d) The Utility 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. When evidence of need is demonstrated, the City shall furnish hard hat liner, rubber glove liners, rain pants, and rain jacket and hood, and leather gloves. When evidence of need is demonstrated, the City shall furnish replacement clothing (if cleaning is unable to remove stain or affect integrity of the contaminated clothing) or shoes 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 work day. The damaged item must be surrendered.

(e) The City of Ames 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. According to customary and current City purchasing practice, any or all safety glasses, shoes, equipment, or clothing may require the employee to obtain a form, signed by a member of management, to allow a purchase of these items from an approved vendor.

(f) The most current edition on hand 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 the Electric Services Department management for appropriate action.

6.4 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 Utility furnished pickup during standby duty.

Employees can convert standby pay to compensatory time on an hour for hour basis upon request following the guidelines detailed in section 7.2 - Compensatory Time.

6.5 (RESERVED)

6.6 Rest Period. The Utility provides one (1) fifteen (15) minute rest period each working half day to be taken at the job site when the employee's work or time permits with no extra travel

time allowed.

6.7 Inclement Weather. The Utility 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, maintain service to the public, scheduled switching or other emergency. Unreasonable weather may be: unsafe measurements of precipitation, high humidity, zero degree Fahrenheit windchill, and/or windy conditions. The Utility's appropriate manager shall take the scope of work into consideration when determining whether the weather is unreasonable. This would not apply to emergency work, nor would it preclude retrieving from outdoors equipment and/or materials for repairs, overhaul and/or assembly indoors. The Utility will endeavor to plan outdoor construction work for periods when the outdoor temperature is above zero degrees Fahrenheit.

6.8 Work Assignments. Each employee shall be assigned an established job classification and shall receive the proper rate of pay in accordance with the Addendums of this agreement for the performance of the duties of the classification and incidental duties. The parties agree that each employee has the responsibility to carry out assignments in the job classification in which the employee is working either alone or together with other employees consistent with safety.

Although an employee will normally perform work associated with the classification, the employee will be expected to perform any work which the employee is qualified to do connected with the operation of the Utility, no matter what the work classification may be. No employee shall suffer a reduction in pay for doing work on temporary assignment to a lower paid classification, and shall be paid the rate of a higher classification for three (3) hours or more of the work day.

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 work day, after-hours trouble call-ins, weekends, or holidays. If no one is willing to accept the responsibility, management reserves the right to assign that duty. A crew is defined as at least three (3) employees, including the Crew Leader, assigned to work on a single work project or task. Employees regularly holding the classification of Crew Leader shall continue to be paid at the wage rate for Crew Leader, even when two (2) or more Crew Leaders are working together, as in cases when crews may be combined.

When a Crew Leader is not present and when two employees make up a crew, 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 reserves the right to assign that duty.

6.9 Residence. 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 his/her 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.

6.10 (RESERVED)

ARTICLE VII

WORKING HOURS - OVERTIME

7.1 Work Week. The normal work week shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday, and the normal work day shall consist of eight (8) hours. A shift comprising forty (40) hours per week of other than five (5) eight-hour days may be substituted provided that such shift is not more than ten (10) hours per day. All daily overtime premium provisions for such 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.

If alternate hours are approved by management, hours of work will be 7 a.m. to 3 p.m. with a 20 minute lunch break between the hours of 11 a.m. and 1 p.m. at job site.

7.2 Overtime. When it is necessary for hourly paid employees to work more than their regularly scheduled hours in a work day, those employees shall be paid one and one-half (1-1/2) times their scheduled rate for all hours in excess of such regular schedule. Overtime will also prevail after forty (40) hours of credited work in any work week.

Compensatory Time. Compensatory time is not considered additional vacation. The employee may elect to receive overtime pay or compensatory time. Compensatory time shall be granted at such times as are mutually agreed upon between the involved employee and his/her supervisor. If the employee does not notify the supervisor by the end of the pay period, the time shall be earned as overtime pay. Maximum accumulation of compensatory time shall not exceed 40 hours. Compensatory time shall be used in one (1) hour increments. In the case of a likely disaster declaration, where the City of Ames EOC is activated or in response to a mutual aid request, the compensatory time accrued in addressing the needs of the emergency situation shall be satisfied through a cash payment.

7.3 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.

The superintendent 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.

7.4 Overtime Distribution. Scheduled overtime opportunity shall be distributed as equitably as practicable over a reasonable period of time 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 Utility will post on appropriate bulletin boards a monthly overtime report listing the amount of scheduled overtime worked by or charged to each employee during the pay periods included in the previous month, and for the year to date.

Employees shall not be required to take time off during regular scheduled work hours for overtime worked or to be worked.

7.5 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 work day, the twenty-four (24) hour period shall commence at the start of the regular work day.

7.6 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 supervision.

7.7 Weekend Work. Work commencing after the end of the last scheduled work day of a calendar week and/or before the beginning of the first scheduled work day 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. Hours worked on Sunday shall be paid at the rate of two (2) times the regular hourly rate for all hours worked.

7.8 Authorization of Overtime. All overtime work shall be authorized by a designated representative of the Utility management.

7.9 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 eleven p.m. and seven 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 work day or at the end of the work day. The employee shall be paid the normal hourly rate for any scheduled hours missed.

The provisions of Section 7.9 will not apply when the conditions of Section 7.5 are met.

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

ARTICLE VIII HOLIDAYS

8.1 Holiday Days and Pay. The Utility will pay each of its employees eight (8) hours of regular pay for the following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day and a floating Christmas holiday. Whenever a holiday falls on a Saturday, the preceding day is considered to be a holiday. Whenever a holiday falls on a Sunday, the following day is considered to be a holiday.

Whenever an employee is required to work on a holiday to maintain or restore service or protect equipment, the Utility will pay the employee the allowed holiday straight time plus for ten (10) holidays designated as agreed to by the parties, double time shall be paid for all hours worked during those ten (10) days.

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.

ARTICLE IX VACATIONS

9.1 Vacation Accrual. All full time regular employees covered by this agreement shall be entitled to vacations each year in accordance with the following:

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

(b) Ten (10) hours each month through the fourteenth (14) year of service (months 85 through 168).

(c) Thirteen (13) hours and twenty (20) minutes each month after completing fourteen (14) years (months 169 through 276).

(d) Sixteen (16) hours and forty (40) minutes each month after completing twenty-three (23) years (months 277 and on).

9.2 Vacation Year. Vacation year shall be from anniversary date through anniversary date. 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 fourteen (14) 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.

9.3 Vacation Pay. Employees shall receive their regular hourly rate of pay for their normal job classification for each hour of vacation.

9.4 Vacation Scheduling. The Utility will schedule vacations taking into account the wishes of the employees (by length of service with the Utility when wishes conflict within a classification) as to the time of taking vacations, subject to work load and the needs of the Utility.

9.5 Vacation Pay Out. Any permanent employee leaving the employ of the City shall be compensated for vacation leave credited and unused to the date of termination.

9.6 Minimum Vacation. Vacation shall not be granted in units of less than one-half (1/2) hour.

ARTICLE X SICK LEAVE - OTHER LEAVE

10.1 Employee Sick Leave

(a) Accrual. Temporary and part time employees are not eligible to accrue sick leave benefits. All other employees shall accrue sick leave at a rate of one (1) day per month of continuous service.

(b) Pay. In the event of sickness or off the job injury, the employee will receive eight (8) hours straight time pay at the employee's regularly classified wage rate for each work day that the employee is sick or unable to work because of such sickness or injury to the extent of the earned sick leave credit; but not more than forty (40) hours of sick leave benefit at straight time pay in any one (1) week. Sick leave is in no way to be construed as additional vacation time.

(c) Limitations and Requirements. The granting of sick leave is subject to the following requirement:

(1) Prompt Notification. An employee who is to be absent on account of sickness or an off-the-job injury is to notify the employee's manager or manager's designee as early as practicable

on the first day of such absence and in advance of the employee's regular scheduled hour for reporting for work on each and every day of such sickness or injury, unless such notification is waived by the manager or manager's designee.

(2) Applications That Require Prior Approval. Applications for sick leave for medical, dental, optical and chiropractic examinations or treatments shall be submitted to the department head accompanied with physician's recommendations, prior to the beginning of leave.

(3) Medical Certificates. The Utility may require the employee to furnish a medical or dental certificate from an MD, DO or DDS, certifying that the employee was unable to work. In cases where a supervisor releases an employee from duty because of illness, sick leave benefit for the balance of the work day is automatically allowed provided the employee is otherwise eligible for sick leave benefits.

(4) Injury From Outside Employment. Sick leave benefits will not be available for any employee for injuries sustained by such employees while engaged in or employed by any business other than this Utility.

(5) Abuse. Any employee found guilty of abusing the sick leave provisions contained in this agreement shall be subject to discipline by the Utility.

(6) Doctor's Appointment. 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.

10.2 Family Sick Leave. Employees may use up to three (3) days of accrued sick leave per fiscal year for occasions which require the employee to care for a member of their immediate family 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.

For the purpose of Family Sick Leave, immediate family is defined as spouse, children, step-children, foster children, parents, parents-in-law; or other dependents if living in the immediate household, provided that the relationship to the employee is by blood or marriage or is otherwise recognized by state or local law.

10.3 Compensable Injuries.

(a) Accident Reports. When an employee of the City suffers an injury in the 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 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 jobs.

(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, the Department Head shall file with the Risk Manager a request to approve further absence of the employee and the continuation of payments equivalent to the employee's regular salary or wage for a specified period which shall not exceed two (2) 15-day periods. The Risk Manager 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 City, certifying the employee's disability.

(d) Method of Payment. During such injury leave, the City shall pay full pay to such employee, either as direct payment from salary funds or as workers' compensation benefits, or

both, but the total amount so paid for loss of time from work shall not exceed the full pay which the employee would have received for such period at the 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 extend for as long as six (6) months unless it is determined sooner by competent medical authority, approved by the Risk Manager 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 workers' compensation benefits plus two-thirds (2/3) of the difference between the employee's full pay and workers' compensation benefits.

(2) Another three (3) months with workers' compensation benefits plus one-third (1/3) the difference between the employee's full pay and workers' compensation benefits.

(3) At the end of one (1) year from the date of injury, the employee shall be entitled to workers' compensation benefits for the duration of the disability as provided by Chapter 85 of the Code of Iowa.

(4) If declared by competent medical authority, and approved by the Risk Manager and the 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 the disabling injury, be permitted to use vacation and normal sick leave as provided for in the Policies and Procedures before being retired from City service.

(f) Notice of Injury - Failure to Report. An employee who is physically able and who fails to report a known injury within twenty-four (24) hours, however minor, to the immediate supervisor and to take such first aid or medical treatment as may be necessary shall not be eligible for injury leave as outlined above.

10.4 Emergency Leave. Emergency leave of up to three (3) days with pay shall be granted to all probationary and permanent full time employees in the event of death or serious illness in the immediate family. Two (2) days of additional emergency leave may be granted and charged to sick leave.

"Immediate family" means the mother, father, foster parent, spouse, son, daughter, foster child, brother, sister, grandparent, grandchild, current step-parent, current step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of an employee.

"Foster parent" includes foster parents who have acted as parents (for one without legal parents) for a substantial portion of the employee's life.

"Serious Illness" shall generally be considered to be an illness or injury causing an individual to be in a hospice state or hospitalized in serious or critical condition. In the event of childbirth or emergency type service, the condition of the individual after such service or occurrence (as indicated by the physician, e.g. stable, serious, critical) shall be the determining factor as to how much, if any, emergency leave is used. If emergency leave is not warranted, annual leave or leave without pay shall apply.

10.5 Funeral Leave. Permanent full time employees may be allowed up to one-half (1/2) of the work day 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 one-half (1/2) the work day and the number of employees who may attend the funeral.

10.6 Jury 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 be absent from the employee's duties during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between the regular pay and any compensation received by the employee, except travel, food, or lodging compensation for such duty.

10.7 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 as prescribed by Section 9.4.

ARTICLE XI
MISCELLANEOUS

11.1 Longevity Pay. The City will pay full-time 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+*	

*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.

11.2 Medical Examinations. All regular full-time and part-time appointments of new employees shall be conditioned upon completion of a medical examination to be conducted after a conditional offer of employment has been made.

Forms to be used by the examining physician shall be prescribed or approved by the Human Resources Director. Information contained in medical reports shall be confidential and available only to authorized persons.

When, in the judgment of the City Manager, a current employee's physical condition is such that it is desirable to evaluate the capacity to perform the duties of their position in accordance with the Americans with Disabilities Act and the Family and Medical Leave Act, the City Manager may require the employee to undergo a medical examination. The following procedure shall be followed:

- (a) The employee may select a physician to consult with the City Manager or with a

physician selected by the City Manager concerning the need for a medical examination.

(b) The City Manager shall provide a list of three (3) or more physicians from which the employee may select the physician to do the examination. Failure of the employee to notify the City Manager of their choice of physician within five (5) working days after receipt of such list shall constitute a waiver of their right of selection.

(c) The report of the examining physician shall be submitted to the City Manager.

An 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 the physician or take a medical examination before returning to work. The department head shall determine if such release or examination is required.

11.3 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, promoted, or transferred into a position in which the employee would be supervised by a member of the immediate family or in which the family member would have administrative discretion over the individual's terms and conditions of employment; or, in which the individual would supervise a member of the immediate family or have administrative discretion over the family member's terms and conditions of employment. For purposes of this section, immediate family consists of mother, father, spouse, son, daughter, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, cousin, aunt or uncle.

11.4 Acceptance of Gifts. Employees shall not accept personal gifts offered to them because of their employment with the City.

11.5 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, uniform, prestige or influence of a City office or employment.

(b) Involves the receipt or acceptance by the employee of any money or other consideration from anyone other than the City for performance of an act which the 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 employee which may later be subject, directly or indirectly, to the control, inspection, review, audit, or enforcement by employee or the employer.

(d) Involves so much of the employee's time that it impairs attendance or efficiency in the performance of duties as a City officer or employee.

11.6 Outside Employment. No employee in the City may hold outside employment unless approved by the department head. Approval of outside employment will not be unreasonably withheld and 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.

11.7 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 predetermined retirement date. The City of Ames does not make a financial contribution to this plan.

Information is available from the Director of Finance.

11.8 Political Activities of Employees.

Campaign Contribution

(a) No 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 vote and to express personal opinion, nor shall any such candidate or committee solicit such contributions or active political support from any 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 this section shall prohibit any employee, or group of employees, individually or collectively, from expressing honest opinions and convictions or making statements concerning their wages or other conditions of employment.

11.9 Flexible Benefit Program. Should the City, during the term of this agreement, elect to offer a flexible benefit plan to all regular full-time employees not covered by a bargaining unit, the City agrees to offer the same plan to all regular full-time bargaining unit employees. A flexible benefit plan shall conform to the Internal Revenue Code, which permits an employee to designate pretax earnings for expenses such as health insurance premiums, unreimbursable medical expenses, and dependent care.

ARTICLE XII
(RESERVED)

ARTICLE XIII
WAGES

13.1 – 13.4 (RESERVED).

13.5 Wages. Effective July 1, 2022, all employees covered by this agreement shall receive the wages as set out in Addendum A.

Approved this _____ day of November, 2022.

ADDENDUM A

July 1, 2022 - June 30, 2023

	<u>Annual</u>	<u>Hourly</u>
600 Storekeeper	\$54,412.80	\$26.16
602 Records and Materials Specialist	69,160.00	33.25
604 Substation Electrician Assistant	77,396.80	37.21
606 Underground Electric Serviceworker	73,798.40	35.48
608 Groundswoker	67,849.60	32.62
610 Truck Driver/Groundswoker	73,798.40	35.48
612 Electric Serviceworker	79,268.80	38.11
614 Electric Lineworker	91,374.40	43.93
616 Substation Electrician	91,374.40	43.93
618 Electric Line Crew Leader	96,782.40	46.53
620 Electric Meter & Relay Technician	78,748.80	37.86
622 Electrical Engineering Assistant	75,420.80	36.26
624 Electrical Engineering Technician	98,321.60	47.27
626 Substation Crew Leader	96,782.40	46.53
628 Apprentice Electric Lineworker		
A. 1 st twelve months/2000 hrs. (60%)	54,828.80	26.36
B. 2 nd twelve months/2000 hrs. (70%)	63,939.20	30.74
C. 3 rd twelve months/2000 hrs. (80%)	73,112.00	35.15
D. 4 th six months/1000 hrs. (90%)	82,222.40	39.53
630 Apprentice Substation Electrician		
A. 0 - 1000 Hours (65%)	59,363.20	28.54
B. 1000 - 2000 Hours (70%)	63,939.20	30.74
C. 2000 - 3000 Hours (75%)	68,515.20	32.94
D. 3000 - 4000 Hours (80%)	73,112.00	35.15
E. 4000 - 5000 Hours (85%)	77,667.20	37.34
F. 5000 - 6000 Hours (90%)	82,222.40	39.53
632 Apprentice Electric Meter Repair Worker (Meter & Relay Technician)		
A. 0 - 1000 Hours (75%)	59,092.80	28.41
B. 1000 - 2000 Hours (80%)	63,003.20	30.29
C. 2000 - 3000 Hours (84%)	66,185.60	31.82
D. 3000 - 4000 Hours (88%)	69,305.60	33.32
E. 4000 - 5000 Hours (92%)	72,467.20	34.84
F. 5000 - 6000 Hours (96%)	75,608.00	36.35

The above listed wage rates for apprentices are based on percentages of journey-level rates as set out in the respective apprentice agreements. Progression within the apprentice classifications is contingent upon training and outside coursework plus meeting the requirements set out in the apprentice agreements.

ADDENDUM B
CLOTHING PROVISIONS

The City will have delivery of the below listed items on or before August 1st of each year, with winter clothing having been delivered on or before October 1st of each year. Ordering information for clothing will be taken beginning June 15 so that an order may be placed July 1. New employees hired after July 1 will receive pro-rated clothing after completion of the probationary period.

If the below listed items are not delivered to the employee for employee use on or before the said dates of any year, the City will purchase the below listed items from the most available source across the counter.

The City shall furnish yearly:

4 pair of pants
3 shirts

Employees may select quantities or items of work clothes described above as long as this does not result in an extra cost to the City for an individual's work clothes. If the selection of items or quantities of work clothes results in an amount less than provided for, there is no provision for receiving credit for the unused amount.

The City shall furnish not less than every two (2) years:

Jacket with liner
Insulated coverall and hood for insulated coveralls

When evidence of need is demonstrated, the City shall furnish:

Hard hat liner
Rubber glove liners
Rain pants
Rain jacket and hood
Leather gloves

The Utility shall furnish each employee, in positions covered by arc flash standard, with one pair of appropriate footwear each year as designated by ASTM F2413-05 (M I/75/C/75) EH rated. The first year, each employee shall receive one pair of non-insulated and one pair of insulated boots.

When evidence of need is demonstrated, the City shall furnish replacement clothing or shoes of equal value contaminated by PCB spills, contaminated or non-contaminated transformer oil due to a work related cause, or 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 work day. The damaged item must be surrendered.

The Utility shall furnish or replace safety toe footwear for employees who are required to wear them in the performance of their job, but not more often than one pair per year. These employees will not receive other footwear allowances.

ADDENDUM C
LINE DEPARTMENT RULES AND REGULATIONS

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. It is taken into account that safety rules and policy will not cover all situations, and it is the responsibility of every employee to assess the dangers and use appropriate measures to insure 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 his work. If questions arise, interpretation rests finally with the supervisor.

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

Primary Areas (more than 600 volts) will only be worked in by journey-level lineworkers or an appropriate step apprentice supervised by a journey-level lineworker.

We will consider the area to be reaching or falling distance plus two feet of a primary conductor.

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 his body, clothing, or hardware that he holds. Any individual working within this area will be considered the same as the conductor.

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.

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 a primary conductor 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.

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 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.

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.

Secondary Voltages (600 volts or less) may be worked on by employees under the supervision of a journey-level lineworker, electric serviceworker, underground electric serviceworker, electrician, apprentice lineworker in appropriate step, or meter repair worker.

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.

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.