

NOTE: Underlined items are changes  
from previous agreement.

**PUBLIC WORKS LABOR AGREEMENT**

IOWA COUNCIL 61, LOCAL 3651

AFSCME

AND

CITY OF ESTHERVILLE

2022 - 2025 LABOR AGREEMENT

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**INTRODUCTORY CLAUSE**

THIS AGREEMENT entered into by and between the City of Estherville and Local 3651, American Federation of State, County and Municipal Employees, Iowa Council 61, both of Estherville, Iowa, hereinafter referred to as the City and hereinafter referred to as the Unit respectively.

**WITNESSETH**

WHEREAS, the parties desire to maintain harmonious relations and to work together for the public welfare and desire further to establish equitable wage scales, and standards for conditions of employment, and to provide for collective bargaining and the arbitration of grievances and disputes, all in accordance with the Iowa Public Employment Relations Act of 1974.

WHEREAS, the unit affirms that it does not assert the right to strike against the city, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained the city and the unit acting through their duly authorized representatives, hereby agree as follows:

**RECOGNITION**

The city, pursuant to the Iowa Public Employment Relations Act of 1974, hereby recognizes the unit as the exclusive representative for the purpose of collective negotiation for all full-time and regular part-time employees of the City of Estherville, Iowa, except members of the Police Bargaining Unit, administrative, supervisory, or confidential employees of the city as ordered by the Iowa Public Employment Relations Board.

“Regular part-time employee” as used in this agreement shall mean an employee working a routine schedule of at least twenty (20) hours per week on an annual basis. Regular part-time employees SHALL NOT include temporary, seasonal, or summer employees or any employee working less than twenty (20) hours in any workweek. This definition shall apply to all employees hired after June 30, 1983.

“Unit members or unit employees” as used in this agreement shall mean any employee included in the bargaining unit as described by the Iowa Public Employment Relations Board.

**DEFINITIONS**

1. Direct the work of its public employees.
2. Hire promote, demote, transfer, assign, and retain public employees in positions with 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 public employer's operations are to be conducted.
7. Take such action as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer the budget of the city.
9. Exercise all powers and duties granted to the city by law.

The unit, pursuant to Section 7 of the Iowa Public Employment Relations Act of 1974, hereby recognizes that the city has, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and right to:

1. Organize or form, join, or assist in any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this contract, or by the Iowa Public Employment Relations Act of 1974 or any other law of the state.

The city, pursuant to Section 8 of the Iowa Public Employment Relations Act of 1974, hereby recognizes that the members of AFSCME Council 61, Local 3651 have the right to:

rule may be made with the approval of the Estherville City Council.  
residence within five (5) miles of the city limits of Estherville, Iowa. Exceptions to this  
employees, shall within six (6) months after their appointment, establish and maintain  
2.1 All persons employed by the City of Estherville, Iowa, as critical full-time

**SECTION 2**

**RESIDENCE**

expense of the examination.  
of the examining physician shall be at the option of the City and the city will bear the  
prescribed by the city prior to appointment as a probationary employee. The selection  
1.4 All new employees shall be required to pass a physical examination as

procedure under Section 23 of this agreement.  
the probationary period and such dismissals shall not be subject to the appeal  
been hired on a temporary basis. New employees may be discharged for cause during  
Administrator or his representative that his services are terminated or unless he has  
receive status as a permanent employee unless he is notified in writing by the City  
1.3 At the end of the six (6) months, the new employee shall automatically  
during their probationary period.

him. Probationary employees shall receive holiday pay (except for personal holiday)  
probationary period, no sick or other leave for that period shall be paid or credited to  
period has been successfully completed. If the new employee does not complete this  
probationary period but will not be available for use by the new employee until this  
1.2 Sick leave and other leave shall be earned by the new employee during the

may be dismissed by the City Administrator.  
employee's working performance does not meet the required standards, the employee  
work that is required of that position. During the probationary period if the new  
determine the employee's fitness for the position and the employee's ability to do the  
approval shall be for a duration of six (6) months. The purpose of this period is to  
1.1 The probationary period for all new unit employees hired with City Council

**SECTION 1**

**PROBATIONARY PERIODS**

2.2 All critical full-time employees of the City of Estherville, Iowa, shall be required to obtain the approval of the Estherville City Council before relocating their residence outside of the residence limits.

## MISCELLANEOUS

### SECTION 3

3.1 Coffee breaks are a privilege and not a right. If they can be granted by the departmental supervisor without interfering with the job, they will in all cases be limited to not more than fifteen (15) minutes and shall be taken at a place as close to his or her work being done each day.

## OUTSIDE EMPLOYMENT

### SECTION 4

4.1 Employees of the City of Estherville are permitted to engage in outside employment subject to the following restrictions:

1. Any outside employment is secondary to city employment and shall not interfere with proper performance of city employment. Employees shall report to work rested and ready for work.
2. No employee shall accept pay or compensation from anyone for time during which he is reimbursed by the city.
3. No employee shall accept employment that requires the use of city equipment, facilities, or materials.
4. Employees are prohibited from working for any contractor or company that has a contract with the city during the period of construction work for the city.
- 4.2 Any doubtful case or problem should be taken up with his administrative supervisor if it may involve a conflict of interest.

## PAY PERIODS

### SECTION 5

5.1 The workweek for unit members shall commence at 12:01 a.m. on Monday of each week, except for the unit members assigned to the Wastewater Treatment Plant, Water Plant or Electrical Generation Plant for which the work week shall commence at 12:01 a.m. on Saturday each week. All unit members shall be paid every two weeks. Payday will be the following workweek and all unit members shall be paid

on the same Wednesday. When payday falls on a holiday, payday shall be the preceding day. Paydays will be as called for in this subsection except for computer breakdowns or other reasons beyond the control of the city.

## WORK WEEK, OVERTIME & CALL OUT PAY

### SECTION 6

**6.1** The regular forty (40) hours shall constitute the workweek. All work performed over a total of eight (8) hours per day shall be regarded as overtime for unit members. All unit members working on an hourly basis shall be compensated at one and one-half (1½) times the unit member's regular rate of pay for all overtime work performed. No employee of the city shall receive additional compensation for attending council committee meetings or council meetings. All employees required to attend any school or meeting that is approved by the City Administrator shall be compensated at their regular rate of pay for each hour of absence from their normal employment while attending such meeting or school or traveling to or from.

**6.2** All city employees except the administrative staff and supervisory personnel shall be guaranteed a minimum of two (2) hours of overtime pay for all emergency call out work. The City Administrator or the administrative supervisor shall determine whether or not a call out is necessary. In the event that an employee works as a result of an emergency call out for a period of less than two (2) hours, the employee shall be paid for two (2) hours of work at one and one-half (1½) times the employee's regular hourly rate. If, however, said employee shall work two (2) hours or more, the employee shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for the actual hours worked.

This section does not apply to regularly scheduled changes in starting or quitting times for which overtime may be applicable. In these events such overtime hours shall be paid at one and one-half (1½) times for the actual overtime hours worked. Scheduled work on weekends and holidays, which is above the regular forty (40) hour work week, shall be a minimum of two (2) hours of overtime pay. Scheduled work before or after the workday shall be a minimum of 2 hours of overtime pay. This **does not** apply to an extended workday.

**6.3** "Call out" work as referred to in Section 6 shall mean to summon an off-duty unit member to perform work during his/her time off. Except as noted in Section 8.2,

unit members shall be paid at their regular rate of pay for scheduled work shifts up to eight (8) hours per day. Scheduled work over eight (8) hours per day shall be paid at overtime as outlined in Sections 6.1 and 6.2.

## TIME SHEETS

### SECTION 7

7.1 Time sheets will be furnished by the Finance Department to all departments. It is the responsibility of department supervisors to see that the time sheets are completed accurately. The department supervisor shall approve and submit time sheets to his administrative supervisor by 9:00 a.m. every other Monday. Altering, manipulating, or attempting to alter or manipulate any time sheet for the purpose of gaining additional compensation shall be grounds for immediate dismissal.

7.2 Time sheets must be signed by each employee before payment will be made to the employee. This subsection will not apply to employees who are not in town during the week the paycheck is issued.

## HOLIDAYS & HOLIDAY PAY

### SECTION 8

8.1 Unit members, except as stated below, whether working on a full-time, hourly, or monthly basis, may observe the following holidays with pay unless such employee is required to be on regular duty shift. "Holiday" includes the following:

1. New Year's Day
2. George Washington's Birthday
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Veteran's Day (November 11)
7. Thanksgiving Day
8. Christmas Day
9. Personal Holiday
10. ½ Day Christmas Eve (Afternoon)

Whenever the word "holiday" is used in this article, it refers to the twenty-four (24) hour period commencing at 12:01 a.m. on the calendar day on which the holiday is observed by the city.

8.2 Any unit member whose regularly scheduled duty shift falls on a holiday observed by the city shall be paid at the rate of two and one-half (2½) times his/her



regular rate of pay for the actual hours worked. This subsection shall only apply to those days the city officially observes the above-mentioned holidays and pursuant to Section 8.3.

**8.3** If an authorized holiday falls on a Saturday, the Friday before shall be observed as the city's holiday, and if the authorized holiday falls on a Sunday, the following Monday shall be observed as the city's holiday.

**8.4** Unit members will not be charged for sick leave on holidays.

## **SICK LEAVE AND OTHER LEAVE WITH PAY**

### **SECTION 9**

**9.1 Occasions for Sick Leave:** Sick leave may be taken ONLY because of sickness or injury of an employee.

**9.2 Occasions for Other Leave:** Other leave may be taken for other purposes as outlined in this section. Other leave for over four (4) hours shall be charged as vacation unless otherwise stated in this section.

**9.3 Medical, Dental and Eye Care:** Necessary dental care, medical care, and eye care office calls shall be recognized as a proper cause for granting up to four (4) hours leave when such dental, eye or medical care is of the employee, but dental, eye or medical care for a member of the family of the employee will **NOT** be recognized as cause for granting leave to such employee.

**9.4** If more than four (4) hours is needed by the employee for medical, dental or eye care mentioned in Section 9.3, the employee may take one-half (1/2) day sick leave for each such office call appointment. The leave time mentioned in Section 9.3 or the sick leave time mentioned in this Section must be used **ONLY** for the office call, travel time or recuperation time and for no other purpose.

**9.5 Serious Illness in Immediate Family:** Leave of up to three (3) days with pay may be granted by the City Administrator in the event of a serious illness in the immediate family of an employee or spouse (defined as wife, husband, son, daughter, father, mother, brother, or sister) provided that such illness is of such serious nature as to require the attendance of a physician, hospitalization and is appearing to the satisfaction of the City Administrator that the situation in the immediate family required the presence of the employee or reflected incapacity of the employee and, in addition, requires the presence of the employee at a location 100 miles or more from Estherville.

If the above circumstances are met and the location is within 99 miles of

Estherville, then only one (1) day's leave with pay will be granted.

If additional time is required, the employee may request a leave of absence without pay for up to four (4) additional days.

For the purpose of this subsection, outpatient surgery and cancer, diabetes or emphysema treatments shall be considered to be eligible for Serious Illness in Immediate Family leave without admission to a hospital being required. For these purposes, one (1) day's leave with pay will be granted.

**9.6 Deaths:** Leave of not more than four (4) days with pay may be taken in the event of a death of an employee's immediate family, consisting of wife, husband, son, daughter, and the employee or his/her spouse's father or mother.

Leave of not more than three (3) days with pay may be taken in the event of the death of a brother or sister of a unit member or spouse.

Leave of not more than one (1) day with pay may be taken in the event of the death of a grandparent or grandchild of a unit member or spouse. Leave may be taken for not more than one (1) day with pay to serve as pallbearer, to attend funerals for past and present city employees, or to attend funerals for an employee's or spouse's niece, nephew, aunt, uncle or "in-laws."

**9.7 Injuries During Work:** Employees who are injured while working must make immediate report of such injury to the department supervisor. All injuries, however slight they may seem to be, must be reported within eight (8) hours. If the employee is injured to such extent that he requires medical attention, he shall immediately go to a doctor for treatment. The department supervisor shall be responsible for notifying the safety director and administrative supervisor of all injuries or accidents reported by the employees under his jurisdictions or supervision.

**9.8 Sick Leave and Workman's Compensation:** Sick leave with pay will not be granted for time lost from work which is compensated for by the city's workman's compensation policy. An employee receiving workman's compensation insurance payment may take sufficient sick leave to make up the difference between his normal earnings and the workman's compensation if the employee has any sick leave accumulated.

**9.9 Sick Leave Entitlement:** Persons whose employment is entirely part-time, casual, or probationary shall not be entitled to sick leave. Full-time employees (40

hours/week) will be entitled to earn sick leave to be taken in the event of absence due to sickness or injury of the employee according to the following entitlement schedule:

Sick leave shall be earned at the rate of two (2) days per month (24 days per year).

Sick leave shall be charged in one-half day increments.

An employee must work at least six (6) calendar months in order to receive that year's sick leave entitlement. Regular part-time unit members will be entitled to sick leave on a formula prorated with respect to the number of hours per year he or she is scheduled to work.

**9.10 Accumulation of Sick Leave:** An employee may accumulate up to but not to exceed one hundred fifty (150) days of sick leave. As sick leave is used, additional sick leave will be accrued as established in Section 9.9

~~**9.11 Doctor's Certificate Required:** In all provisions of Section 9 entitled "Sick Leave and Other Leave with Pay," all employees shall furnish a certificate from the attending physician or dentist within twenty-four (24) hours after commencement of the first shift from which such employee is absent due to such illness. The said certificate shall state that in the opinion of the attending physician or dentist the employee is incapacitated from work by such illness. All employees must report to the department supervisor immediately if they are unable to report for duty due to sickness or for other leave, and must furnish a certificate from the attending physician or dentist to report back to work when such illness is terminated. Any employee unable to furnish the above certificates in a timely manner will be considered absent from work without authority.~~

This section shall not apply for sickness leave of less than two (2) work days unless, in the opinion of the administrative supervisor, such exemptions are being abused by an employee.

**9.12 No Termination Sick Leave:** Except as outlined in Section 9.10, no sick leave benefits of any kind shall be granted after termination of employment. Upon termination of service, no cash payment shall be made for sick leave unused.

**9.13 Changing of Leave Status:** Any employee on vacation who becomes ill or injured may upon proper notification change his status of leave from vacation to sick leave.

**9.14 Penalty:** Claiming sick leave when physically fit, except as permitted in this section, may be cause for disciplinary action, including suspension or dismissal.

**9.15 Intent:** Sick leave is a type of insurance to the employee of earning power during his employment. Like an insurance, an employee is better off if he does not collect on it. It is the intent that sick leave not be taken except for injury or sickness.

**9.16 Incentive Program:** As an incentive to the employees of the city not to misuse the sick leave policy, any unit member who has **NOT USED ANY** of his/her sick leave during a six (6) month calendar year period (January-June and July-December), will be entitled to one (1) day's pay or one (1) day off, with approval of the administrative supervisor for each six (6) month period for which he/she is eligible. Sick leave taken as a result of an injury while performing assigned duties for the City shall **NOT** disqualify the unit member for this incentive program.

**9.17 Care or Necessary Attention:** In the event that a member of the immediate family of an employee (defined as an employee's spouse, child, mother, father, stepchild, mother-in-law, father-in-law) is afflicted with a disease, illness or injury, any of which requires the care or attendance of the employee, the employee may use up to 24 hours per calendar year of sick leave at the discretion of the City Administrator or Administrative Supervisor.

## VACATIONS

### SECTION 10

**10.1** Persons whose employment is part-time or seasonal shall not be permitted vacation leave. Unit members shall be entitled to vacation as follows:

Year of Employment	Vacation Earned/Year	Year of Employment	Vacation Earned/Year
1	2 work weeks	11	3 work weeks
2	2 "	12	3 "
3	2 "	13	3 "
4	2 "	14	3 "
5	2 "	15	4 "
6	2 "	16	4 "
7	3 "	17	4 "
8	3 "	18	4 "
9	3 "	19	4 "
10	3 "	20 & over	5 "

For the purpose of determining "Year of Employment" with respect to the above vacation entitlement table for each calendar year, the year each employee is in on July 1 of that calendar year will be used.

No employee may take any vacation during his/her first year of employment. After his/her first anniversary date, the employee may take the one week earned during year one. If the employee's anniversary date is after September 30, his first week of vacation may be carried over into the next calendar year at the employee's discretion.

After January 1 of the employee's second year of employment, he/she may take the one week he/she will be earning during year two. Employee will be earning and taking vacation at the same time. This will apply from beginning of year two on.

However, if an employee uses his/her vacation pay and then terminates his/her employment with the city before his/her anniversary date, his/her final check will show a deduction to the city for vacation time taken and unearned. Retirees shall be entitled to receive the full vacation entitlement for the year they retire regardless of their anniversary date.

In order for an employee to be entitled to the above vacation as indicated, the employee must work consecutively the years stated above. An employee must work not less than 120 compensated working days during the previous calendar year to qualify for taking his vacation entitlement. Regular part-time unit members shall receive vacation entitlement based on their normal schedule work week hours.

**10.2** If a holiday falls during a vacation period, the employee may be paid for an additional eight (8) hours (or his/her normal workday hours) at straight time at the employee's discretion.

**10.3** Vacation leave shall be requested sufficiently in advance to allow the department supervisor to arrange work schedules. As a minimum it is expected that vacation leave will be requested in advance by the length of the vacation period.

**10.4** Vacation leave scheduling is a responsibility of the department supervisor and administrative supervisor for employees under their supervision.

**10.5** Vacation leave may be denied temporarily to any employee in an emergency or when the granting of time off would result in insufficient manpower by reason of other employees in the department being on sick leave or vacation leave. The City Administrator may, in an emergency situation, grant pay for vacation time in

lieu of vacation time off or allow the unit member to carry over the unused vacation time into the next year.

**10.6** At termination of service the city will either grant vacation time or pay in lieu of vacation time at the option of the employee. Except there will be no vacation pay for an employee arbitrarily leaving his job without notice of resignation of at least fourteen (14) days.

**10.7** Vacation shall not be cumulative (carried over from year to year) except as follows:

1. Unit members with two (2) weeks of vacation entitlement may carry over up to one (1) week into the next year.
2. Carry-over vacation must be used in minimum of one (1) day increments.
3. Carry-over vacation must be used by June 1<sup>st</sup> of each year.

**SECTION 11 (RESERVED FOR FUTURE USE)**

**SECTION 12 (RESERVED FOR FUTURE USE)**

## **SAFETY ALLOWANCE**

### **SECTION 13**

**13.1 Annual Safety Allowance:** Employees of the City of Estherville are required to comply with the rules and regulations of the O.S.H.A. requirements and the City of Estherville, as an employer, has a responsibility to see that safe working conditions exist for their employees. Therefore, a safety allowance of two hundred dollars (\$200.00) per fiscal year will be allowed to all employees of the city to be used for the purchase of safety equipment authorized by the city or O.S.H.A. only. Proof of purchase must be turned in to the Finance Office before any money will be released for payment or reimbursement of the safety equipment.

**13.2 Safety Allowance Carryover:** Up to fifty dollars (\$50) of each unit member's unused safety allowance balance on June 30 of each year will be carried over into the next fiscal year.

**13.3 New Employee Safety Allowance:** New employees may draw one year ahead on their safety allowance (maximum of \$300.00), one time only, for authorized safety equipment. However, if for any reason the employee ceases his/her employment

with the city before his/her second anniversary date, his/her check will show a deduction for safety allowance drawn, but unearned.

**13.4** At the City Administrator's discretion, the city may replace or repair safety glasses damaged while working for the city. The city will not replace or repair safety glasses damaged off duty or due to the carelessness or negligence of the unit member.

**SECTION 14 (RESERVED FOR FUTURE USE)**

**MILITARY LEAVE**

**SECTION 15**

**15.1** Leave for military duty will be granted in accordance with the Code of Iowa, Chapter 29A.28. A leave application must be made prior to such duty and upon return, evidence supplied as the dates of such duty performed. Only full-time employees of the city are entitled to military leave as authorized by law.

**JURY DUTY**

**SECTION 16**

**16.1** An employee in the service of the city may be granted leave of absence with pay for service upon a jury; appearance before a court, legislative, or other body as a witness in a proceeding involving the federal government, the State of Iowa, or a political subdivision thereof, in response to a subpoena or other direction by proper authority; or attendance in court in connection with his official duties upon the approval of the administrative supervisor.

**LEAVE OF ABSENCE WITHOUT PAY**

**SECTION 17**

**17.1** An employee in the service of the city who is mentally and physically incapacitated to perform his duties or who for any stated reason wishes to absent himself from his duties may with the approval of the City Administrator be granted a leave of absence without pay or fringe benefits (i.e., the monetary benefits of all insurance premium payments, sick leave payments, other leave payments, holiday payments or any other payments) for not to exceed thirty (30) days. Leave of absence

for periods in excess of thirty (30) days shall be granted only with the approval of the Labor Relations Committee of the City Council. Such leave will be granted only when it is deemed to be in the best interest of the city, and except in case of illness or disability shall not exceed one (1) year. Unit members on a leave of absence without pay shall continue to earn credited service time with respect to fringe benefits or seniority in this agreement.

**17.2** Leave of absence without pay may be granted for up to thirty (30) work days per calendar year for not more than one person per day to attend union functions. Said absence must be requested in writing at least one week in advance and be approved by the administrative supervisor. The maximum leave any one unit member may take per calendar year shall be ten (10) work days.

## **CANCELLATION OF LEAVE**

### **SECTION 18**

**18.1** The city may cancel a leave of absence at any time after written notice to the employee from the City Administrator specifying a reasonable date of termination of the leave.

## **ABSENCE WITHOUT LEAVE**

### **SECTION 19**

**19.1** No employee of the city shall absent himself from duty without permission of the administrative supervisor. Any employee absenting himself from duty without leave or permission shall be subject to disciplinary action and for the second offense may be discharged. After a total of five (5) days absence, the City Administrator shall declare the position of the employee vacant.

## **RESIGNATIONS**

### **SECTION 20**

**20.1** Employees wishing to resign shall file with the administrative supervisor or City Administrator such notice in writing at least two (2) weeks before such resignation shall be effective. Failure to comply with this regulation shall result in forfeiting of all accumulated vacation and other benefits.



cause.

24.1 Any employee of the city who shall engage in, initiate, sponsor, or support a strike, work stoppage, boycott, or slowdown against the city or who shall engage in any practice prohibited to employees under the provisions of Section 10 of the Iowa Public Employment Relations Act of 1974 shall be subject to immediate discharge for

**SECTION 24**

**DISCHARGE FOR CAUSE**

1. Failure to report or refusal to work when necessary to keep the essential service operating and provide service to the public.
2. Reporting to work under the influence of alcohol or drinking on the job.
3. Repeated tardiness or unauthorized absence.
4. Incompetence, inefficiency, dishonesty, or disobedience.
5. Conviction of a felony.
6. Misconduct, including off-duty hours when such misconduct brings discredit to the city.
7. Inability or incapacity to perform duties.
8. Failure to observe laws or regulations.
9. Insubordination.
10. Illegal use of drugs.

limited to):

23.2 The following items constitute cause for dismissal (including, but not employee within ten (10) days after his notice of dismissal or suspension.

23.1 The City Administrator or the administrative supervisor may dismiss or suspend an employee under his supervision, and such dismissal or suspension shall separate the employee for pay status. In doing so, the City Administrator or administrative supervisor shall state the cause for dismissal or suspension in writing. A copy of the written notice stating such cause shall be sent to the Labor Relations Committee and the employee upon request. Suspension for any employee shall not exceed thirty (30) working days. An employee so dismissed or suspended shall be entitled to a hearing before the Labor Relations Committee, if requested in writing by the employee within ten (10) days after his notice of dismissal or suspension.

**SECTION 23**

**DISMISSALS AND SUSPENSIONS**

**SECTION 22**

(RESERVED FOR FUTURE USE)

**SECTION 21**

(RESERVED FOR FUTURE USE)

## GRIEVANCES

### SECTION 25

**25.1** This section shall outline the procedure for adjusting grievances. Only alleged violations of the terms of this agreement shall constitute a grievable item under this section. Established rate of pay shall not be a grievable item.

**25.2** Unit members shall first take up all grievances with their department supervisor informally. If the matter cannot be resolved at the departmental level, a unit member must file a written grievance with the City Administrator or his designee within ten (10) calendar days of knowledge of the alleged incident. The written grievance shall state in detail the alleged violation(s) of this agreement including the section number reference of this agreement.

**25.3** The City Administrator or his designee shall sign off on the written grievance and resolve it if possible within ten (10) calendar days of his receipt of the grievance.

**25.4** If the City Administrator or his designee denies the grievance, the unit member may, within ten (10) calendar days after notification of the denial, appeal the City Administrator's or his designee's decision to the Labor Relations Committee of the City Council. Such appeal must be in writing, dated, and fully state the nature of the grievance along with the section of the labor agreement alleged to have been violated. The Labor Relations Committee of the City Council shall have twenty (20) calendar days after the appeal is filed with the City Administrator in which to meet and consider the grievance appeal.

**25.5** Any grievance not satisfactorily settled within the time limits of Section 25.4 may be referred to binding arbitration, such referral shall be in 10 calendar days by written notice to the City Administrator and with a request to Iowa Public Employment Relations Board. The Iowa Public Employment Relations Board shall assign an arbitrator from their staff to hear all grievance issues and the arbitrator's decision shall be binding on both parties.

**25.6** The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of the preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a

party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator's decision shall be final and binding on all parties involved. In making such decision the arbitrator shall be bound by the provisions of the agreement and shall be restricted to the application of said agreement and the facts relevant to the grievance.

**25.7** With respect to the Library, the Director of Library Services shall replace the City Administrator in this grievance procedure and the Library Board shall replace the Labor Relations Committee in this grievance procedure. All other steps of the grievance procedure shall remain as stated in Section 25.

## SAFETY POLICY

### SECTION 26

**26.1** The city will prepare, adopt, and enforce a safety policy. A committee of unit members will be asked to help in the drafting of said safety policy, provide input and review the policy prior to adoption by the City Council.

## WAGE INCREASE

### SECTION 27

**27.1** All unit members not on probation shall receive the following wage increases:

Effective July 1, 2022: \$0.25/hour adjustment plus 3% increase in the individual hourly wage for each unit member.

Effective July 1, 2023: Wage increase to be determined by further negotiations to commence on or after October 15, 2022. This item shall be the only item subject to further negotiations during the term of this agreement.

Effective July 1, 2024: Wage increase to be determined by further negotiations to commence on or after October 15, 2022. This item shall be the only item subject to further negotiations during the term of this agreement.

**27.2** Unit members in their probationary period on July 1 shall receive the above wage increase(s) upon completion of their probationary period or extension thereof.

**27.3** The base wage of each classification is shown on the attached Appendix as Step 0 (zero). Employees may be placed in any Step upon hire, transfer, or promotion at the discretion of the City Administrator.

Movement to Step 1 and/or through Step 5 is not automatic, except for employees in the Lineman apprenticeship program. Employees may be moved up in Step(s) by the City Administrator after successfully completing their probationary period or in January after the completion of a wage survey.

**SECTION 28 (RESERVED FOR FUTURE USE)**

**LONGEVITY**

**SECTION 29**

**29.1** Along with the first payroll check in December each eligible unit member shall receive the following longevity:

Unit members who have completed 5 years of employment shall receive \$400.00, OR

Unit members who have completed 10 years of employment shall receive \$525.00, OR

Unit members who have completed 15 years of employment shall receive \$650.00, OR

Unit members who have completed 20 years of employment shall receive \$775.00, OR

Unit members who have completed 25 years of employment shall receive \$900.00, OR

Unit members who have completed 30 years of employment shall receive \$1,050.00, OR

Unit members who have completed 35 years of employment shall receive \$1,250.00.

Unit members must have completed their respective year of employment by December 1 of the calendar year in which the bonus is given.

**29.2** Should a unit member's employment with the city terminate for any reason prior to December of each of the years in Section 29.1 he/she shall receive a prorated longevity bonus with his/her last check.

**SECTION 30 (RESERVED FOR FUTURE USE)**

**CONTRACT PERIOD**

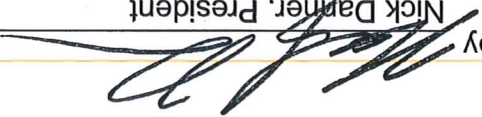
**SECTION 31**

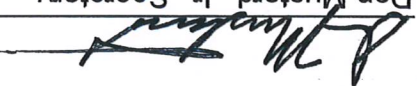
**31.1** To the extent applicable all items agreed upon by the city and the unit shall commence July 1, 2022, and this contract will extend to and be binding upon the parties hereto through June 30, 2025.

THIS AGREEMENT between AFSCME Council 61, Local 3651 and the City of Estherville, Iowa, as written in its entirety, is approved and agreed to be the "Contract" for the period July 1, 2022 through June 30, 2025.

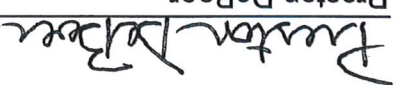
Approved by AFSCME Council 61, Local 3651 on the 4<sup>th</sup> day of February, 2022.

AFSCME Council 61, LOCAL 3651

by  Nick Danner, President

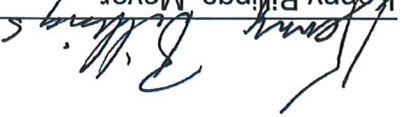
by  Don Mustard, Jr., Secretary

ATTEST:

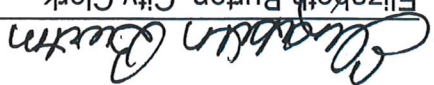
by  Preston DeBoer  
Estherville Police Labor Relations Unit

Approved by the City of Estherville on the 7<sup>th</sup> day of February, 2022.

City of Estherville, Iowa

by  Kenny Billings, Mayor

ATTEST:

by  Elizabeth Burton, City Clerk