



**Agreement Between
The City of Marshalltown Engineering Division,
Sewer Division, Street Division, and Utility Division of the
Public Works Department**

AND

**The Public, Professional and Maintenance Employees
Local No. 2003, IUPAT**

July 1, 2020 – June 30, 2024

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EXHIBIT A14

This Agreement is made and entered into this 1st day of July 2020, by and between the City of Marshalltown (Engineering Division, Sewer Division, Street Division, and Utility Division of the Public Works Department, Marshalltown, Iowa (hereinafter referred to as the Employer), and the Public, Professional and Maintenance Employees Local 2003 IUPAT (hereinafter referred to as the Union), and between the Employer and the Union on behalf of the employees in the Bargaining Unit recognized and described in Article 1 of this Agreement.

WITNESSETH:

It is the intent and purpose of this Employer and the Union to establish and promote harmonious and cooperative relations between the Employer, the Union, and the employees covered by this Agreement; to provide procedures for the peaceful and equitable adjustment of grievances; to prevent and prohibit all strikes and other interferences with operations during the term of this Agreement; and to set forth the entire agreement of the parties regarding wages, rates of pay, hours of employment, and other conditions of employment. The parties recognize that the best interest of the community and the job security of the employees of the Public Works Department and Sewer Division depends upon the Employer's success in establishing and maintaining effective, proper, and superior service to the community.

ARTICLE 1 - RECOGNITION, NON-DISCRIMINATION, CHECKOFF

Section 1.1

The Employer hereby recognizes the Union as the exclusive bargaining representative on subjects covered by Iowa Code Section 20.9 for all employees in the bargaining unit described as the Engineering Division, the Sewer Division, the Street Division, and the Utility Division of the Public Works Department, as set forth in the Iowa Public Employment Relations Board Order of Certification No. 5844, which excludes all clerical, supervisory, professional, confidential, and all others excluded by the Act.

Section 1.2

- A) There will be no discrimination against, interference with, or restraint or coercion of any employee by the Employer because of the employee's membership in the Union or because of the activities on behalf of the Union that are lawful and not in violation of this Agreement.
- B) Neither the Union, nor its representatives, nor the employees represented by the Union will discriminate against, interfere with, intimidate, or coerce any employee because of such employee's desire or intent to join or refrain from engaging in Union activities.
- C) Employees will not engage in Union activities during working hours, except as provided in the grievance procedure. City property may be utilized for Union meetings after work hours. The site shall be arranged by mutual agreement coordinated through the Department Director for the department which seeks the meeting or the Public Works Director in the case of a group meeting. The site shall be selected at a place not disruptive to the operation of the City and not during the working hours of other employees. Such property shall not be used more than once a month except during negotiations.
- D) Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on account of race, color, sex, age, religious beliefs, disability, or national origin, in admission or access to, or treatment of employment in, its programs and activities. The Union Business representative for the Union and the City Human Resource Director for the City of Marshalltown shall jointly coordinate compliance.

ARTICLE 2 - EMPLOYER RIGHTS

Section 2.1

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, powers, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to the Employer and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

Section 2.2

The Employer has the right to develop and place into effect work rules and regulations which are not in conflict with this agreement and shall provide the Union with copies of such work rules and regulations in advance of implementation for their comments.

ARTICLE 3 - NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 4 - FEDERAL AND STATE LAW

This Agreement is executed by the Employer and the Union with the intent that it complies with all Federal and State laws. Should any valid Federal or State law or the final determination of any Board or Court of competent jurisdiction render illegal or unenforceable any provisions of this Agreement, such illegality or unenforceability will not affect the remainder of the provisions thereof and the parties will forthwith proceed to amend or modify any such provisions to rectify that which rendered it illegal or unenforceable.

ARTICLE 5 - EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void.

ARTICLE 6 - UNION REPRESENTATIVE

Section 6.1

- (A) For the purposes of negotiating a new Agreement between the parties upon the expiration of this Agreement, the Employer recognizes a Union Bargaining Committee consisting of such members as the Union may designate.
- (B) The Union Bargaining Committee may, during the life of this Agreement, be called into deliberations involving a discussion or clarification of the intent of this Agreement or to negotiate a supplement to this Agreement. Any such meetings may be called only upon the agreement of both the Employer and the Union.

Section 6.2

For the purposes of handling grievances in accordance with the procedure set forth in Article 7 of this Agreement, and for handling other Union business, the Employer recognizes three stewards, only one from any Division; one of whom shall be the Chief Steward, being one of the regular stewards. A steward will represent the employees on his/her working shift. The Chief Steward will be assigned to work on a regular working shift, but may represent employees on any shift. The Union shall designate those individuals who are to be stewards and the Chief Steward.

Section 6.3

An employee who is discharged or suspended from work and who feels such discharge or suspension was not for just cause, may file a grievance with the Employer. Such a grievance shall be processed in accordance with Article 7 of this contract.

Section 6.4

The City will provide copies of relevant employee-related memos from the City Administrator or from Department Directors to the Chief Steward as well as to the Union's Business Representative. This shall not include any memos that may be considered confidential in nature.

ARTICLE 7 - GRIEVANCE PROCEDURE

Any dispute that may arise between the Employer and an employee regarding a violation, application or interpretation of an expressed provision of this Agreement shall be resolved in accordance with the following procedure. The following of the grievance process is mandatory; all remedies under the grievance process must be exhausted before any other legal action is taken.

Step 1. An employee and/or the Union Steward shall discuss a complaint or problem orally with their immediate supervisor within seven workdays from the date grievant first became aware of, or should become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence. Every effort to resolve the problem in an informal manner will be made at step 1

Step 2. If the oral discussion fails to resolve the complaint or problem, the employee and the Chief Steward after prior review by the Business Representative, shall present a grievance in writing to the Department Director, within seven workdays following the oral discussion. The written grievance shall state the nature of the grievance, shall state clearly and concisely all facts which are the basis for the grievance, note the specific clause or clauses violated, shall state the remedy requested, and shall be dated and signed by the aggrieved employee. A meeting may be held between the grievant, the Chief Steward and the Department Director. The Department Director shall answer the grievance in writing within seven working days. The

time limits for the step two meetings with the Union Business Representative may be extended by mutual agreement.

Step 3. If the grievance is still unsettled, the grievant and/or the Union Chief Steward may within seven workdays by written notice to the City Administrator request a meeting with the City Administrator to involve the grievant, Business Representative, Chief Steward, Department Director and supervisor in an attempt to resolve the dispute i.e. mediation.

Step 4. If the grievance is still unsettled, the Union may, within seven workdays after the reply of the Employer, by written notice to the City Administrator, request arbitration.

These time lines may be extended upon mutual agreement except in the case of a pending or possible Civil Service hearing.

The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to further appeal. All awards and settlements shall in no case be made retroactive beyond the date on which the grievance was first presented in Step 1 of the grievance procedure. Grievances pertaining to clerical errors to wages by the employer will be retroactive from the time the error was made.

Within seven workdays of the employee's written request for arbitration, the parties shall meet to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Public Employment Relations Board to furnish a list of names of seven arbitrators. Either party may reject the entire list before the striking procedure begins. The requesting party shall have the right to strike the first name from the list. Each of the two parties shall alternately strike one name from the panel until only one name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding on the parties. The arbitrator shall be requested to issue his decision within thirty days after the conclusion of testimony and argument.

The fees and expenses of the arbitrator will be equally paid by the parties. Each party shall pay its own cost of 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 shall have no power to change, alter, detract from or add to the provisions of this Agreement.

If the employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other.

ARTICLE 8 - EDUCATION AND TRAINING

Employees working as a Sewer Maintenance Worker I shall stay at Grade 3 (probationary period) through their first anniversary. The employee will then advance to grade 4 for a period of one (1) year (training period) and then at the conclusion of this one (1) year period will advance to Sewer Maintenance Worker II at a Grade 5.

ARTICLE 9 - SAFETY AND HEALTH

Section 9.1

No employee shall be required to drive a City vehicle that does not comply with all State and City safety regulations.

Section 9.2

Clean, sanitary rest rooms shall be maintained by the Employer.

Section 9.3

Employees shall not misuse or deface City equipment or facilities.

Section 9.4

A Safety Committee shall be established composed of three representatives from the Bargaining Unit (one from each division) and up to three management individuals selected by the Employer. The Committee shall attempt to meet quarterly to discuss possible safety problems and possible corrective measures for improvements. The Safety Committee shall also provide proposed plans and agendas for bi-annual employee safety meetings which may include all department employees.

ARTICLE 10 - SPECIAL PROVISIONS

Section 10.1

Employees who are not provided uniforms by the City, will be provided with a \$350 safety clothing allowance each contract year for safety shoes and safety clothes upon presentation of a proper receipt. Inclusion of shorts as part of the uniform will be determined by the Citywide Safety Committee. The Employer will pay for steel-toed safety shoes of its selection when required by the Employer. Rain gear will be provided by the Employer. Paper coveralls will be provided for employees who are performing sealing and blacktop oiling. Winter wear will also be provided as needed to each employee.

The uniform committee will investigate uniform options and make recommendations to management. The Committee shall consist of: one Sewer division employee, one Street division employee, one Utility division employee, the Street Superintendent and the Sewer Superintendent. The Committee shall also investigate any problems with the clothing after it is furnished and any proposed changes to the current clothing provision.

Section 10.2

Employees shall not be expected to furnish cars for work, unless circumstances are such that all approved Department vehicles are in use or receiving maintenance, and transportation is needed for out-of-town trips or for special business.

ARTICLE 11 - SENIORITY

Section 11.1

Seniority shall be based upon the beginning date of hire, in any positions for which full-time employees were hired, but shall not include any period of time exceeding sixty days in any one year during which they were absent from the service except for disability.

Section 11.2

A seniority list shall be posted and kept up-to-date by the Employer. A copy of the up-to-date list shall be

mailed to the Local Union. Said seniority list shall contain the name and starting date of each employee.

Section 11.3

Upon initial employment, the employee shall serve a probationary period of six months. During that time, the employee may be subject to discharge for any reason and shall not have recourse to the grievance procedure. The probationary employee shall have a waiting period of six months for eligibility for any paid leave with the exception of sick leave and holiday.

ARTICLE 12 – JOB VACANCIES

Section 12.1

The Public Works Department is composed of the Street Division, the Engineering Division, and the Utility Division, and in addition the Sewer Division of the Water Pollution Department constitutes a division. A seniority list for each division shall be maintained.

Section 12.2

Employer shall have sole discretion to fill a vacancy or vacancies.

Section 12.3

Nothing in this Article precludes employees from submitting requests for transfers from one Department to another, nor does this Article preclude the Employer from considering such requests.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

The normal work day shall be eight hours per day, Monday through Friday, commencing at 12:00 A.M. and ending at 11:59 P.M. The normal work week shall be forty hours per week. The normal starting and ending periods for each department shall be 7:30 A.M. to 4:00 P.M. unless changed by mutual agreement. Such starting times may, however, be changed by giving the employees notice of said change as soon as practical when the needs for such a change occur and by advising the affected employee by the beginning of the shift preceding the change.

Section 13.1 - Four 10-Hour Days

Upon mutual agreement between the City and the Union, employees of the division shall work four ten-hour days from the first Monday in May until the last Friday in September. The employee's day off shall be determined yearly by seniority. The normal work day for employees shall be either Monday through Thursday or Tuesday through Friday from 6:30 a.m. until 5:00 p.m. The hours for the remainder of the year shall be Monday through Friday from 7:30 a.m. until 4:00 p.m. It is understood that while working the four ten hour day work schedule, that section 15.4 Overtime shall relate to hours worked in excess of the normal work day, either eight or ten hours, and forty hours per week. If a holiday occurs during the four ten hour day schedule, holiday pay shall be paid on the basis of an eight hour day and employees shall work the week on the eight hour schedule.

Section 13.2 - Rest Periods

To the greatest extent possible, employees shall receive two paid fifteen minute breaks during each workday.

Section 13.3 - Lunch Breaks

There shall be a minimum for all departments of one-half hour on an unpaid basis. Current practices regarding

lunch breaks will be extended if they are in excess of this minimum.

Section 13.4 - Overtime

Overtime payment shall be one and one-half times the employee's regular hourly rate of pay for all hours worked over eight hours per day or 40 per week.

If an employee is called into work on a Saturday or Sunday, the employee's normal workweek will not be reduced to avoid payment of overtime.

Work performed on Holidays shall be paid at one and one-half times the employee's regular hourly rate of pay plus eight hours of Holiday pay.

All paid leaves shall count as time worked for the purpose of computing overtime.

The City shall establish an unscheduled overtime list by seniority within the Division. Unscheduled overtime shall be distributed as equally as possible among the employees in the Division. The most senior qualified employee in the Division shall be offered the overtime first and if that individual fails to respond to the offer or declines the offer, the supervisor shall contact the next senior employee in the Division. If an employee works the overtime or fails to respond to the request or declines the overtime, he/she shall be moved to the bottom of the overtime list. If emergency response is ordered by the Police or Fire Department, the Superintendent can call an employee within the City limits first.

If a grievance is filed regarding the procedure set forth above, and the City determines that the grievance has merit, the grievant will be offered the next available overtime work.

Section 13.5 - Call Back

If an employee is called back to work after completing their regular eight hour day the employee shall be paid a minimum of two hours pay at one and one-half times the employee's regular hourly rate of pay.

Section 13.6 - Compensatory Time

In lieu of overtime pay, an employee may elect to accrue compensatory time at the rate of one and one-half hours for each overtime hour worked.

Compensatory time may accrue up to forty eight (48) hours from the beginning of the second pay period that begins in September through the end of the first pay period that begins in September the following year. Unused compensatory time of more than 40 hours will be paid in the last pay period of September.

An employee may request payment for accrued compensatory time at any time by entering the number of hours of comp time payment requested on the employee's regular time sheet. Payment for those hours will be in the same check as the other hours on that time sheet.

Scheduling of compensatory time off shall be by mutual agreement between the immediate supervisor and the employee. Request for use of compensatory time off, shall not be unreasonably denied, however, it shall not be scheduled so as to be disruptive to the Employer's operation and schedule.

ARTICLE 14 - LEAVE OF ABSENCE

Section 14.1 - Personal Leave

A leave of absence for personal reasons may be granted to an employee upon advance written request of

employee to the immediate supervisor. Leaves requested must be for good and sufficient reasons and are subject to the approval of the Department Director. The request for leave must be filed ten working days prior to the granting of the proposed leave, unless an emergency situation is prevalent, in which case the employee and the Department Director will work out an arrangement. A personal leave of absence shall not exceed thirty working days in any calendar year. If it becomes necessary, the employee may request that the leave be extended beyond the thirty working days, in which case the employee must apply for an extension of such leave to the Department Director prior to the expiration of the original leave of absence. During the period of absence, the employee shall not engage in gainful employment, unless such employment is approved by the Department Director. All personal leaves of absence will be without pay.

Section 14.2 - Bereavement Leave

In the event of a death in the employee's immediate family, an employee will be granted a paid bereavement leave in accordance with the following provisions:

- (A) Three days [24 hours] will be paid for the following immediate family members: a parent, parent-in-law, stepparent, grandparent, grandparent-in-law, spouse, child, stepchild, grandchild, brother, brother-in-law, stepbrother, half brother, sister, sister-in-law, stepsister, and half sister.
- (B) One day [8 hours] will be paid for the following immediate family members: niece, nephew, aunt, and uncle.
- (C) To qualify for the leave, the employee must notify the Employer, take the time off, and attend the funeral.
- (D) The employee shall be paid on the basis of his/her regular straight hourly pay rate for the period of the bereavement leave.
- (E) An employee who must travel 250 miles or more each way to a funeral may be granted two extra days of leave to attend the funeral. These two extra days shall be charged against the employee's sick leave allowance. The employee shall confirm the travel distance and ability to use sick leave with the employee's supervisor before making the trip.

Section 14.3 - Jury Duty Leave

When official notification to appear for jury duty is received the employee shall notify the employee's supervisor as soon as possible. An employee called for jury duty will be excused from work during the time served and will receive his or her regular pay for the time he or she would have been scheduled to work. Upon release by the court the employee shall immediately report back to work and at that time shall present proof of jury duty. When the employee receives his or her juror's duty pay, the check(s) shall be endorsed and turned in to the City. Any reimbursement for personal mileage or expenses may be kept by the employee or shall be returned to the employee if included with the juror's duty pay check.

Section 14.4 - Returning from Leave

The Department Director or supervisor may give approval for an employee to return to work prior to the expiration of a leave of absence.

Section 14.5 - Family and Medical Leave Act

The City's Family and Medical Leave Act policy shall be followed.

ARTICLE 15 - SICK LEAVE

Section 15.1 - Sick Leave

An employee shall be entitled to sick leave with pay. Such leave shall be governed by the following provisions:

- A) Sick leave for probationary employees will accumulate from the first day of employment, but cannot be

utilized during the first 30 days of employment.

- B) Sick leave credit shall accrue at the rate of one-half work day [4 hours] per two week pay period.
- C) Unused sick leave credit may be accumulated up to a maximum of 130 days.
- D) Paid sick leave shall not be charged in an amount smaller than 15 minutes.
- E) Sick leave shall accrue during the period of "sick leave with pay." Sick leave shall also accrue while an employee is on Workers' Compensation. Employees injured while on duty shall receive their regular pay while off work and that time shall not be counted against their sick leave time. If reimbursement is received from a third party, as compensation for the employee's regularly scheduled work time lost because of a work-related illness or injury, the employee shall endorse the check and make it payable to the City.
- F) An employee eligible for sick leave with pay may use such sick leave, upon approval of the Department Director, for absence due to illness, exposure to contagious disease, or injury. An employee on sick leave shall inform the Department Director or supervisor of the fact and the reason therefore as soon as possible; failure to do so within a reasonable amount of time may be cause for denial of pay for the absence. The Department Director or supervisor may require a doctor's certificate before approving sick leave with pay. In the event of an extended absence or serious injury or illness, the Department Director or supervisor may require a fitness-for-duty medical release before approving sick leave with pay or before allowing the employee to return to work.
- G) If an injury occurs at the workplace, the City shall pay the appropriate amount of sick leave to compensate for the difference in pay between Workers Compensation payments and the employee's regular pay.
- H) Sick leave may be used for a family member's illness or injury; and may also be used for a family member's doctor, dentist, vision, or mental health appointments. Sick leave used in this manner will be referred to as Family Sick Leave and will be limited to 40 hours per fiscal year for employees regularly scheduled to work 2080 hours annually. Family sick leave will not be additional time accrued, but shall be time reduced from the employee's sick leave accrual. Family member is defined as the employee's spouse, child, step-child, foster-child, parent, or other family member residing in the employee's residence.

Section 15.2 - Returning From Leave

- (A) Failure of an employee to return to work at the end of authorized sick leave, or extension thereof, may be just cause to terminate the employee's seniority and employment with the Employer unless the employee can establish a reason acceptable to the Employer for not returning to work when expected.
- (B) An employee on sick leave may return to work prior to the expiration of the sick leave. Such employee shall give the Employer as much advance notice as possible of early return to work.

Section 15.3 - Sick Leave Subrogation Rights and Duties

The City of Marshalltown is obligated to pay certain benefits for sick leave and medical expenses concerning which, it may later be determined, a third party is responsible. In that event "subrogation" rights and duties are created. Subrogation means that the City of Marshalltown has a right to be repaid from money recovered from the negligent party. Accordingly, it is important for the employee to include as a part of his/her claim the sum of money represented by the sick leave taken and the medical expenses incurred. In this regard certain rights and duties are created.

First, the employee has a duty to include, as a part of the claim, the sum of money represented by the sick pay and medical expenses paid. Upon recovery of these sums reimbursement to the City of Marshalltown must be made.

Second, the City of Marshalltown has a right to pursue payment of the sick pay and medical benefits in the event the employee does not do so.

In regard to these rights and duties the following additional rules are agreed upon:

- (A) If sick leave is caused under circumstances creating a legal liability for damages against a third party, and if the employee or the employee's legal representative files a claim for any type of damages, or maintains an action for any type of damages, against a third party, the employee or employee's legal representative shall deliver a copy of the original notice or claim to the Employer within ten days after the claim is made or the action is filed.
- (B) If the employee's claim for damages includes lost wages covered by sick leave, the Employer shall be indemnified out of the recovery of damages to the extent of sick leave benefits paid to the employee by the Employer, except that the employee's attorney fees and out-of-pocket expenses shall first be deducted from the recovery.
- (C) If an employee fails to make a claim or bring an action for damages against a third party within 30 days after the Employer's written request to the employee do so, the Employer is subrogated to the rights of the employee and the Employer may make a claim or file an action against the third party and may recover damages to the same extent that the member may recover damages for the injury. The employee shall execute a subrogation agreement if requested by the Employer.
- (D) If the Employer should obtain a greater recovery than the amount necessary to reimburse the Employer for the payment of the sick leave payments, the Employer shall pay the remaining sum of money to the employee after deducting attorney fees and out-of-pocket expenses in connection with the enforcement of the claim.
- (E) Before a settlement is effective between the Employer and a third party who is liable for an injury, the employee must consent in writing to the settlement; and if the settlement is between the employee and a third party, the Employer must consent in writing to the settlement.
- (F) For purposes of this section, any payment made to an injured employee or to the employee's legal representative, by or on behalf of a third party or a third party's principal or agent, who is liable for, connected with, or involved in causing the injury to the employee, shall be considered paid as damages because the injury was caused under circumstances creating a legal liability against the third party, whether the payment is made under a covenant not to sue, a compromise settlement, a denial of liability or otherwise.
- (G) In the event that the Employer recovers money under this section, the total amount of money recovered by the Employer will be divided by the employee's regular hourly rate of pay to determine the sick leave recovery of the Employer, and the Employer will then add that many hours of sick leave to the employee's sick leave accumulation.

ARTICLE 16 - HOLIDAYS

Section 16.1

Employees shall receive eight hours pay for the following holidays not worked:

New Year's Day	Labor Day	Personal Day
Good Friday	Thanksgiving Day	Personal Day
Memorial Day	Floating Holiday	Personal Day
Fourth of July	Christmas Day	

Personal days may be taken at a minimum of one-quarter (1/4) hour increments.

If a holiday falls on a Saturday, time off for the holiday will be taken on a Friday, and if a holiday falls on a Sunday, time off for the holiday will be taken on a Monday.

The floating holiday will be determined by each Department Director with two weeks prior notice to affected employees.

Section 16.2

If employee works on a holiday, the employee shall receive payment for the number of hours worked on that day at the rate of one and one-half times the regular hourly rate plus eight hours holiday. An employee will not be eligible for personal day until after six consecutive months of employment.

Section 16.3

An employee shall forfeit the right to payment of any holiday if the employee has an unexcused absence on the last regular workday preceding the holiday or on the next regular workday following the holiday. An employee who is absent on their regular workday preceding the holiday and/or on their regular workday following the holiday for the reasons set out below, will not be disqualified for holiday pay by reasons of such absence:

- (A) A work incurred injury requiring the employee to be off duty.
- (B) Jury duty.
- (C) Confining illness of the employee, substantiated by a statement of the attending physician.
- (D) Absence authorized by the Employer by reason of illness or family emergency, occurring after an employee has reported for work on the day preceding or following a holiday.
- (E) Absence authorized by the Employer because of good and sufficient reason submitted by the employee.

ARTICLE 17 - VACATIONS

Section 17.1

Paid vacations will be granted to employees in accordance with the following schedule:

At least one (1) year continuous employment - one (1) week [40 hours].

At least two (2) years continuous employment - two (2) weeks [80 hours].

At least five (5) years continuous employment - three (3) weeks [120 hours].

At least twelve (12) years continuous employment - four (4) weeks [160 hours].

Employees hired prior to July 1, 2005, shall be allowed five weeks of vacation with 20 years continuous employment.

Years of total continuous employment are for the above vacation plan and shall be computed from the anniversary date of employment. The employee's anniversary date of employment will be the point at which the employee qualified for paid vacation and will be the point at which employee may commence vacation. An employee may carry one week of vacation over to the next vacation year.

Section 17.2

Vacation time shall normally be taken in one day [8 hour] increments. At the sole discretion of the employee's Supervisor or Department Director, vacation may be used in four [4] hour increments.

Section 17.3

Employees eligible for paid vacation shall submit their vacation preferences in writing to the employee's Supervisor or Department Director. The employer will respond to the employee's request within five working days. Vacation shall be on a first come, first served basis; once vacation is approved it shall not be disallowed

because an employee with greater seniority has requested the same vacation period.

Nothing in the above stated policy precludes vacations being taken in one-day increments, as is current policy.

Section 17.4

All employees entitled to a paid vacation shall be paid for such vacation on the basis of their regular straight hourly pay rate. No employee shall receive vacation pay at an overtime rate.

Section 17.5

The vacation of an employee who enters into or returns from the Armed Forces of the United States shall be granted in accordance with the requirements of applicable Federal and State Laws.

Section 17.6

If an employee under this vacation plan is laid off by reduction of the work force, retires on length of service or due to disability arising in service from the line of duty, or resigns from a position of employment, earned vacation time during the year in which such event occurs shall be computed on a pro-rata basis and paid to the employee. Such pay will be considered as severance pay and will be paid in lieu of earned vacation. Resignations from employment must be submitted in writing to the employee's Department Director.

ARTICLE 18 - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2020, and shall continue to remain in full force and effect until its expiration on June 30, 2024.

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days from November 15, 2023, for the subsequent year.

This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

ARTICLE 19 - PRINTING OF AGREEMENT

The Employer will print this Agreement in booklet form and will provide all current Bargaining Unit employees with a copy of this Agreement.

ARTICLE 20 – WAGES

Effective July 1, 2020 the pay ranges shall be adjusted by 2.50%.

Effective July 1, 2021 the pay ranges shall be adjusted by 2.50%.

The contract shall be opened for negotiations on this Article and the corresponding Appendix for the 3rd and 4th year of the contract (wage increases to be effective 7/1/22 and 7/1/23).

Employees shall move to the next step on their anniversary date.

Classification of positions is outlined in Exhibit A.

PPME Union Pay Schedule 2020-2021

2.50%

	Step 1 Entry	Step 2 6 months	Step 3 1 year	Step 4 2 years	Step 5 3 years	Step 6 4 years	Step 7 5 years	Step 8 6 years	Step 9 10 years	Step 10 15 years	Step 11 20 years
Grade 1	\$41,496.00 \$19.95	\$43,929.60 \$21.12	\$44,574.40 \$21.43	\$45,635.20 \$21.94	\$46,363.20 \$22.29	\$47,528.00 \$22.85	\$47,902.40 \$23.03	\$48,318.40 \$23.23	\$48,713.60 \$23.42	\$48,859.20 \$23.49	\$49,067.20 \$23.59
Grade 2	\$42,348.80 \$20.36	\$44,865.60 \$21.57	\$45,489.60 \$21.87	\$46,592.00 \$22.40	\$47,382.40 \$22.78	\$48,547.20 \$23.34	\$48,942.40 \$23.53	\$49,379.20 \$23.74	\$49,795.20 \$23.94	\$49,961.60 \$24.02	\$50,065.60 \$24.07
Grade 3	\$43,555.20 \$20.94	\$46,176.00 \$22.20	\$46,904.00 \$22.55	\$48,089.60 \$23.12	\$48,859.20 \$23.49	\$50,169.60 \$24.12	\$50,627.20 \$24.34	\$51,022.40 \$24.53	\$51,480.00 \$24.75	\$51,646.40 \$24.83	\$51,750.40 \$24.88
Grade 4	\$45,177.60 \$21.72	\$47,902.40 \$23.03	\$48,692.80 \$23.41	\$50,024.00 \$24.05	\$50,897.60 \$24.47	\$52,291.20 \$25.14	\$52,769.60 \$25.37	\$53,227.20 \$25.59	\$53,684.80 \$25.81	\$53,872.00 \$25.90	\$53,996.80 \$25.96
Grade 5	\$46,779.20 \$22.49	\$49,712.00 \$23.90	\$50,627.20 \$24.34	\$51,958.40 \$24.98	\$52,956.80 \$25.46	\$54,433.60 \$26.17	\$55,036.80 \$26.46	\$55,515.20 \$26.69	\$55,952.00 \$26.90	\$56,076.80 \$26.96	\$56,201.60 \$27.02

PPME Union Pay Schedule 2021-2022

2.50%

	Step 1 Entry	Step 2 6 months	Step 3 1 year	Step 4 2 years	Step 5 3 years	Step 6 4 years	Step 7 5 years	Step 8 6 years	Step 9 10 years	Step 10 15 years	Step 11 20 years
Grade 1	\$42,536.00 \$20.45	\$45,032.00 \$21.65	\$45,697.60 \$21.97	\$46,779.20 \$22.49	\$47,528.00 \$22.85	\$48,713.60 \$23.42	\$49,108.80 \$23.61	\$49,524.80 \$23.81	\$49,940.80 \$24.01	\$50,086.40 \$24.08	\$50,294.40 \$24.18
Grade 2	\$43,409.60 \$20.87	\$45,988.80 \$22.11	\$46,633.60 \$22.42	\$47,756.80 \$22.96	\$48,568.00 \$23.35	\$49,753.60 \$23.92	\$50,169.60 \$24.12	\$50,606.40 \$24.33	\$51,043.20 \$24.54	\$51,209.60 \$24.62	\$51,313.60 \$24.67
Grade 3	\$44,636.80 \$21.46	\$47,340.80 \$22.76	\$48,068.80 \$23.11	\$49,296.00 \$23.70	\$50,086.40 \$24.08	\$51,417.60 \$24.72	\$51,896.00 \$24.95	\$52,291.20 \$25.14	\$52,769.60 \$25.37	\$52,936.00 \$25.45	\$53,040.00 \$25.50
Grade 4	\$46,300.80 \$22.26	\$49,108.80 \$23.61	\$49,920.00 \$24.00	\$51,272.00 \$24.65	\$52,166.40 \$25.08	\$53,601.60 \$25.77	\$54,080.00 \$26.00	\$54,558.40 \$26.23	\$55,036.80 \$26.46	\$55,224.00 \$26.55	\$55,348.80 \$26.61
Grade 5	\$47,944.00 \$23.05	\$50,960.00 \$24.50	\$51,896.00 \$24.95	\$53,248.00 \$25.60	\$54,288.00 \$26.10	\$55,785.60 \$26.82	\$56,409.60 \$27.12	\$56,908.80 \$27.36	\$57,345.60 \$27.57	\$57,470.40 \$27.63	\$57,616.00 \$27.70

Electrician I - Grade 4
(IEL1)

Electrician II - Grade 5 (IEL2)

Engineering Aide - Grade 3 (IEA)

Engineering Technician - Grade 5 (IET)

Sewer Maintenance Worker I - Grade 3 (ISRM1)

Sewer Maintenance Worker II - Grade 5 (ISRM2)

Street Maintenance Worker II - Grade 3 (ISTM2)

Street Maintenance Worker III - Grade 4 (ISTM3)

Street Maintenance Worker IV - Grade 5 (ISTM4)

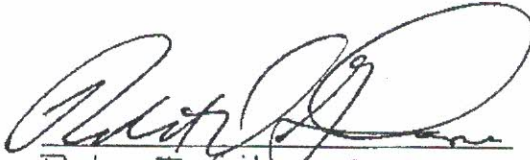
Street Mechanic - Grade 5 (IM)

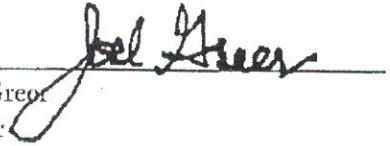
EXHIBIT A
IUPAT UNION POSITION CLASSIFICATIONS


Electrician I - Utility Division.....	Grade 4
Electrician II - Utility Division.....	Grade 5
Mechanic - Street.....	Grade 5
Sewer Maintenance Worker I.....	Grade 3
Sewer Maintenance Worker II	Grade 5
Street Maintenance Worker II.....	Grade 3
Street Maintenance Worker III.....	Grade 4
Street Maintenance Worker IV	Grade 5


PUBLIC, PROFESSIONAL &
MAINTENANCE EMPLOYEES
LOCAL UNION NO. 2003, IUPAT:

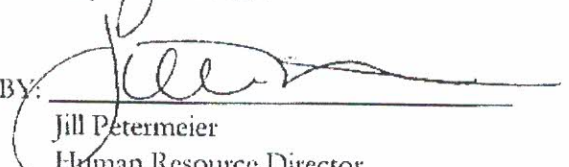
CITY OF MARSHALLTOWN
ENGINEERING DIVISION,
SEWER DIVISION, STREET DIVISION
AND UTILITY DIVISION OF THE
PUBLIC WORKS DEPARTMENT:


BY: 
Robert Gilmore
Business Representative

BY: 
Joel Greor
Mayor

BY: 
Brian Abel
Chief Steward

BY: 
Jessica Kinser
City Administrator

BY: 
Jill Petermeier
Human Resource Director

ATTEST: 
Shari Coughenour
City Clerk