

AGREEMENT

This Agreement made and entered into by and between the **CITY OF MASON CITY, IOWA**, hereinafter referred to as the "**EMPLOYER**" and **AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL NO. 1367**, hereinafter referred to as the "**UNION**."

ARTICLE 1: DEFINITIONS

1.01 - **BARGAINING UNIT**. The bargaining unit recognized by Employer and defined, as amended, in PERB Cases #102 and #4545 is as follows:

INCLUDED: All employees of the Public Works Department (PERB Certification #102) and all the professional and non-professional employees of the Library (PERB Certification #4545), and all groundskeepers of the Cemetery Department.

EXCLUDED: All other clerical employees, supervisors, library director, library assistant director, library administrative assistant, building superintendent, head of circulation, youth services librarian, secretary of the Cemetery Department, and others excluded by Section 4 of the Act.

1.02 - **EMPLOYEE**. The term "employee" as used in this Agreement shall include all the employees of the Employer in the Department located at Mason City, Iowa, as defined by the Public Employee Relations Board certification as amended on file in this matter.

1.03 - **GENDER**. Employees may occasionally be referred to as "he," "she," "his," or "her" in the Agreement. Such designations are for convenience only as all references to employee are intended and do apply to employees of both gender.

1.04 - **REGULAR FULL-TIME EMPLOYEE**. Regular full-time employees shall be defined as employees hired for forty (40) hours per week on a regular basis. Full-time benefits shall be provided to all employees who are scheduled to work more than thirty-two (32) hours per week on a regular basis.

1.05 - **REGULAR PART-TIME EMPLOYEE**. Regular part-time employees shall be defined as employees hired for less than forty (40) hours per work week on a regular basis. Part-time employees shall not be entitled to any benefits under this contract unless specifically stated.

1.06 - **PROBATIONARY EMPLOYEE**. Each new employee shall be considered to be on probation for a period of six (6) months. The new employee may be terminated for any reason during the probationary period and shall have no right to recourse through the Grievance Procedure for the termination. Probationary employees shall receive the same fringe benefits as full-time employees, except that coverage through the group health insurance shall begin at the first available date for enrollment. The Employer may elect to extend the probationary period at their discretion for a reasonable purpose and a reasonable time frame.

1.07 - **SENIORITY**. Seniority shall mean the employee's length of continuous service with the Employer from their first date of hire. Except as addressed hereafter, any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a regular position. Temporary employees in a classification covered by Civil Service Requirements and hired into a regular position shall be credited with

all previous seniority from the date they passed the Civil Service Requirements, providing the temporary service was contiguous to the appointment to a permanent position.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

- 1.08 - **SHIFT**. A shift is defined as eight (8) hours and a one-half (1/2) shift as four (4) hours except for the sanitation department.
- 1.09 - **PERB**. The Iowa Public Employment Relations Board.
- 1.10 - **CITY COUNCIL**. The City Council is the Mason City Council.
- 1.11 - **BOARDS**. Board of Trustees of the Mason City Public library, the Parks and Recreation Board and the Cemetery Board. These boards have authority for employees under their jurisdiction to the extent provided by law and provided it does not conflict with any of the terms of this labor agreement.
- 1.12 - **EMPLOYER**. The members of the Mason City Council, Board of Trustees of the Mason City Public Library, the Parks and Recreation Board and the Cemetery Board.

ARTICLE 2: RECOGNITION

- 2.01 - The Employer agrees to recognize, and does hereby recognize, the Union, its agents representatives, or successors as the exclusive bargaining agent for all of the employees of the Employer as herein defined.
- 2.02 - The Employer, represented by the City Administrator, will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.
- 2.03 - The Employer agrees that it will not sponsor or promote financially or otherwise, any group or labor organizations, for the purpose of undermining the Union; nor will it interfere with, refrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.
- 2.04 - The Employer agrees not to interfere with the rights of employees to become members in the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.
- 2.05 - The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interferences, restraint or coercion.

ARTICLE 3: SETTLEMENT OF DISPUTES

3.01 - **GRIEVANCES AND ARBITRATION PROCEDURES**. Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

- Step 1: The Union Steward, with the employees, shall take up the grievance or dispute with the employee's immediate supervisor or designee within five (5) working days of the date of the grievance or the employee's knowledge of the occurrence. The supervisor or designee shall attempt to adjust the matter and shall respond to the Steward within five (5) working days.
- Step 2: If the answer is not satisfactory, the matter shall be presented in writing by the grievant or the appropriate Union representative to the Department Manager for Non-Library employees or to the Library Director for Library employees within five (5) working days. The appropriate director shall respond to the grievant and the Union within five (5) working days.
- Step 3: If the grievance still remains unadjusted, it shall be presented by the grievant and/or the appropriate Union representatives to the City Administrator or his designee or the Board of Trustees in the Mason City Public Library or its designee in writing within five (5) working days. Within ten (10) working days of receipt of the written grievance from the employee or their Union Representative, the City Administrator or the Library Director will meet with the appropriate Union Representative at a mutually agreed upon location, time and date (with or without aggrieved employee) and attempt to resolve the grievance. The City Administrator or his designee or the Board of Trustees in the Mason City Public Library or its designee shall respond to the grievant and the Union within five (5) working days of the meeting.
- Step 4: In the case of terminations, if the grievance is still unsettled, either party may, within fifteen (15) calendar days by written notice to the other, request arbitration. In all other grievances if the grievance is still unsettled, the City Administrator or the Library Board of Trustees decision shall be binding.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Iowa Public Employees Relation Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union; however, each party shall be responsible for compensation to its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies without charge to the other party and the arbitrator. Failure by either party to comply with any time

limitation shall constitute a settlement of the grievance adverse to the party failing to comply with the time limitation. Any grievance not scheduled for arbitration within 120 calendar days for terminations and 180 calendar days for all other grievances from the date of the 3rd step response, will result in the withdrawal of the grievance.

- 3.02 - **STEWARDS AND GRIEVANCE COMMITTEE**. The purpose of the Grievance Committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Employer other issues which would improve the relationship between the parties.

The number of Stewards shall be determined as follows:

A minimum of one (1) Steward on each shift for each foreman or supervisor; if the foreman or supervisor supervises fifty (50) employees, there shall be at least two (2) Stewards in the section under the supervision of such person, an additional Steward shall be selected for each twenty-five (25) employees beyond fifty (50) in each section.

The formula for determining the number of Union Stewards is intended to provide minimum employee representation; it shall not be construed to limit the Union's right to select the number of Stewards required to represent properly the employees in the bargaining unit.

The President and Vice President of the Local Union, and Department Steward may investigate and process grievances during working hours without loss of pay.

- 3.03 - **DISCIPLINE PROCEDURES**.
Employees are subject to disciplinary action under Personnel Policy 6.25.

ARTICLE 4: HOURS OF WORK

- 4.01 - **REGULAR HOURS**. The regular hours of work each day shall be consecutive except for interruptions for lunch and rest periods. References to consecutive hours of work in the balance of this Article shall be construed generally to include lunch and rest periods. This section does not apply to Library employees. Library employees see Appendix 1.
- 4.02 - **WORK WEEK**. The workweek shall consist of five (5) consecutive eight (8) hour days, with the hours to be determined by the Employer. (This paragraph does not apply to the employees of the Sanitation Department, Water Treatment Plant, Wastewater Treatment Plant nor the employees of the Mason City Public Library. Library employees see Appendix 1.) Hours of work will start no earlier than 6:00 a.m. and quit between 3:30 p.m. and 5:00 p.m.
- 4.03 - **WORK SCHEDULE**. Work schedules showing the employee's shifts, workdays and hours shall be posted on all department bulletin boards at all times. Library employees see Appendix 1.

ARTICLE 5: REST PERIODS

- 5.01 - All employees' work schedules shall provide for a twenty (20) minute break as close as possible to the middle of each one-half (1/2) shift. The twenty (20) minute break shall be from the time the employee quits work until he/she returns. An employee working less than a one-half shift will not get a break. Library employees see Appendix 1.

5.02 - With the exception of employees at the Library, employees shall not leave their work site during a break period. Library employees see Appendix 1.

ARTICLE 6: MEAL PERIODS

6.01 - All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

ARTICLE 7: HOLIDAYS

7.01 - The following days shall be recognized and observed as paid holidays for all employees except Library employees:

	<u>07/1/23-06/30/24</u>	<u>07/1/24 – 06/30/25</u>	<u>07/1/25 – 06/30/26</u>
Independence Day	07/04/23	07/04/24	07/04/25
Labor Day	09/04/23	09/02/24	09/01/25
Veteran's Day	11/10/23	11/11/24	11/11/25
Thanksgiving Day	11/23/23	11/28/24	11/27/25
Day after Thanksgiving	11/24/23	11/29/24	11/28/25
Christmas Day	12/25/23	12/25/24	12/25/25
New Year's Day	01/01/24	01/01/25	01/01/26
President's Day	02/19/24	02/17/25	02/16/26
Good Friday	03/29/24	04/18/25	04/03/26
Memorial Day	05/27/24	05/26/25	05/25/26
A mutually agreed upon floating holiday			

The floating holiday may be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees taking the floating holiday at the same time, the employee with the greater seniority shall be given his/her choice in the event of any conflict. Floating holiday's cannot be carried over into the following calendar year, and will not be paid out at the time of separation of employment.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Whenever a holiday falls on a Wednesday, the garbage collectors shall be allowed to take a floating holiday during the course of the year.

In order to receive any Holiday compensation listed above the employee must work their last regularly scheduled work day prior to and the first regularly scheduled work day following the Holiday or be on approved compensated leave.

7.02 - Library employees see Appendix 1.

- 7.03 - **HOLIDAY WORK**. All employees shall be paid as follows for holidays worked or not worked:
- (1) Holidays not worked by the employee, the employee will be paid eight (8) hours of holiday pay.
 - (2) Holidays worked as part of the employee's regularly scheduled workday will be paid at the rate of one and one half (1 1/2) times the employee's regular rate of pay plus holiday pay for all hours worked on the holiday.
 - (3) Holidays worked that is not the employee's regularly scheduled workday or exceeds the employee's regularly scheduled workday, will be paid at the rate of two (2) times the employee's regular rate of pay plus holiday pay for all hours worked on the holiday.
- 7.04 - **HOLIDAY HOURS FOR OVERTIME PURPOSES**. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked. There will be no pyramiding of hours for overtime purposes.

ARTICLE 8: VACATIONS

- 8.01 - Regular employees shall be eligible to receive vacation pay in accordance with the following conditions, to be taken at such times as are mutually agreed upon both by the Employer and the employee:
- A. One (1) calendar week following six months of credited service. This vacation cannot be taken until after employee has completed six (6) months of credited service.
 - B. Two (2) calendar weeks during the calendar year in which employee will complete one (1) through five (5) years of credited service.
 - C. Three (3) calendar weeks during the calendar year in which employee will complete six (6) through thirteen (13) years of credited service.
 - D. Four (4) calendar weeks during the calendar year in which employee will complete fourteen (14) through twenty-one (21) years of credited service.
 - E. Five (5) calendar weeks during the calendar year in which employee will complete twenty-two (22) years of credited service and all subsequent years.
 - F. **ANNIVERSARY DATE**, whenever used in this part, is the anniversary date established for computing credit service. Employees who reach anniversary dates which increase the length of vacation to which they are eligible, shall be permitted to schedule said vacations in advance of the anniversary date in the year in which eligibility changes.
- 8.02 - **VACATION PAY FOR PART-TIME EMPLOYEES**. Part-time employees will receive paid vacation based upon the average number of hours worked per week in the last year up to a maximum of thirty-two (32) paid hours.

- 8.03 - **VACATION PAY.** The rate of vacation pay shall be the employee's regular straight rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.
- 8.04 - **CHOICE OF VACATION PERIOD.** Vacations may be granted at the time requested in one (1) day increments or more unless mutually agreed otherwise between the supervisor and the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict over vacation periods. Vacation period includes all days off commencing with the last scheduled workday and ending with the last scheduled vacation day.

The Employer may require the employee to give a three (3) day notice prior to the requested vacation time off, but vacation requests shall not be unreasonably denied and are at the discretion of the supervisor.

- 8.05 - **HOLIDAY DURING VACATION PERIOD.** If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional workday.
- 8.06 - **WORK DURING VACATION PERIOD.** Any employee who is requested to, and does work during his/her vacation, shall be paid for regular hours at a rate of time and one-half (1 1/2) his/her regular rate, and for overtime hours at a rate of two and one-half (2 1/2) his/her regular rate of pay. If an employee elects to terminate vacation, he/she reverts to the regular pay scale and reschedules vacation.
- 8.07 - **VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION.** Any employee who is laid off, discharged, retired, or separated from the service of the Employer, for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.

Sick leave and leave of absence with pay shall be considered time worked for the purpose of computing vacation time.

- 8.08 - **VACATION FOR CERTIFIED NEW HIRES.** Any newly hired certified or experienced Water Supply Operator, Water Reclamation Operator, Electrician or Mechanic may be awarded additional weeks of vacation eligibility at the City Administrator's discretion.

ARTICLE 9: LEAVES OF ABSENCE

- 9.01 - Any request for leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift during which the request is submitted.

It shall be understood that the employee granted any leave of absence under the provisions of this Agreement shall accrue seniority and all other rights during such leave of absence.

- 9.02 - **PAID LEAVE.** In the event of a serious illness of a member of the employee's family (as hereinafter defined)(serious illness is hereby defined as requiring hospitalization or surgery), the employee may be allowed up to a maximum of four (4) days per calendar year from work

without loss of pay. All absences due to family sickness will be deducted from employees accumulated sick leave.

In the event of death in the family of an employee (family of an employee is hereby defined as spouse, parents, spouse's parents, stepparents, employee's grandparents, employee's grandchildren, children, brother or sister), the employee shall be allowed an absence from work of up to four (4) days without loss of pay. In order to receive the four (4) days of paid leave, the employee must attend the funeral.

In the event of the death of a close relative of an employee (close relative is hereby defined as brother-in-law, sister-in-law, spouse's grandparents or spouse's step-grandparents or a member of the employee's household), leave will be granted not to exceed four (4) working hours to attend the funeral. Additional time off with pay for attendance at such funeral in distant areas may be granted upon request to the department head and approved by the Administrator.

In the event of the death of a current or former City employee, leave will be granted not to exceed four (4) working hours to attend the funeral. Additional time off with pay for attendance at such funeral in distant areas may be granted upon request to the department head and approved by the Administrator. The Employer shall attempt to release as many staff as possible who wish to attend the funeral services. It is recognized that there is a need for continued operation of public service areas which would restrict the releasing of some staff who may wish to attend such funeral services.

In the event an employee is requested to act as a pallbearer at a funeral, leave shall be granted not to exceed four (4) working hours to honor such request. This leave shall also be limited to two (2) times per year per employee.

9.03 - **JURY DUTY**. Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

9.04 - **VOTING TIME**. Employees shall be granted reasonable time to vote on any election day with full pay.

9.05 - **CIVIC DUTY**. Employees required to appear before a court or other public body on any matter not related to their work, and in which they are not personally involved (as a plaintiff or defendant) shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period necessary to fulfill their civic responsibilities.

Employees shall be paid the difference, if any, between the compensation they receive from the court or other public body and their wages for each day of service.

9.06 - **UNPAID LEAVE**. Leaves of absence for a limited period, not to exceed one (1) year, may be granted to regular employees for any reasonable purpose. Such leave shall be granted only with the consent of the department head, Administrator, and City Council, and shall not be granted to accept other employment.

Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service, provided that he/she shall apply to the Employer for work ninety (90) days from the date of his/her honorable discharge.

The Union shall be allowed to designate up to three (3) members to attend conventions of AFSCME (or its affiliates) or Union sponsored trainings. Such leave of absence shall be limited to a total of twelve (12) days per year. The Union shall reimburse the Employer for the exact amount of pay for such leave. The Union shall indemnify and hold harmless the City for any potential claims or causes of action arising out of the implementation of this provision.

ARTICLE 10: SICK LEAVE

10.01 - **ALLOWANCES**. All absences chargeable to sick leave shall be reported to the department head or his/her designee as soon as possible, and no later than the time for start of work on the day of the absence. All absences due to illness in excess of three (3) consecutive days may be required to be supported by a doctor's certificate at the discretion of the department head or the Administrator. In the event of abuse of sick leave, a doctor's certificate may be requested at the employee's expense.

In the event the employee requires leave beyond the amount of earned sick leave, he/she shall be required to use accrued vacation leave available, before consideration is given to a request for unearned sick leave. Abuse of sick leave by an employee will be considered by the Employer in the event of serious illness of an employee necessitating extended leave beyond the period of accrued sick leave due an employee, and no further extension shall be granted, except at the discretion of the department head, Administrator and City Council.

If an employee elects sick leave benefits during a period in which Worker's Compensation payments cover all or part of the period, the sum of the two shall not exceed the regularly scheduled earnings for that period. The sick leave benefits will come from the employee's sick leave allowance.

10.02 - **ACCUMULATION**. Employees shall start to earn sick leave from their first day of continuous service, and employees with five (5) or more years of continuous service with the Employer shall be credited with a maximum accumulation of thirty (30) days sick leave at the start of each year, providing their accumulated balance is less than thirty (30) days.

Employees shall earn sick leave at the rate of one and one-half (1 1/2) days per month of continuous service. The maximum, i.e., six (6) years and eight (8) months. No more than one hundred twenty (120) days of sick leave may be carried over from one year to the next.

Sick leave used shall be deducted from sick leave credit. One and one-half (1 1/2) days sick leave each month shall continue to accrue during illness.

ARTICLE 11: PROBATIONARY PERIOD

11.01 - **REGULAR**. Any position which is approved by the City Council and is in the pay plan, as a regular full-time job, subject to all the provisions of this Agreement, provides for a six (6) months' probationary period. The probationary period is designed to determine whether any employee has the ability and is also designed for the protection of both the City and the employees.

ARTICLE 12: WAGES

12.01 - **WAGE SCHEDULE**. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked "Appendix A." The attached wage schedule shall be considered a part of this Agreement.

All boom trucks with aerial baskets used for removal and trimming of trees, shall at all times when such equipment is used for the trimming or removal of trees, be staffed with two (2) qualified aerial basket operators. Boom trucks, when used for all other purposes, shall only require one (1) aerial basket operator unless the operator is working on voltages over 600 volts. When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the grievance procedure.

12.02 - **PAY PERIOD**. The wages of the employees during the life of this contract will be paid on a biweekly pay basis with payday being Friday unless such day is a scheduled holiday in which case payday shall be the last scheduled workday prior to the holiday.

12.03 - **SHIFT DIFFERENTIALS**. In addition to the established wage rates, the Employer shall pay an hourly premium of fifty cents (\$0.50) to employees for all hours worked on designated second shift. Shift differential shall not be paid to Library employees.

Employees working any hours on designated third shift shall be paid an hourly premium of eighty cent (\$0.80) for each hour worked.

Employees commencing work during the third shift shall be paid the hourly premium of eighty cents (\$0.80) for each hour worked even if the hours worked continue on to another shift.

12.04 - **LEAD PERSON**. Employees may be designated a lead person by the City and will be paid seventy-five cents (\$0.75) per hour step up pay. This lead person pay applies to Library employees and applies to all hours worked during the workweek.

12.05 - **OVERTIME PAYMENT**.

- A. Monetary compensation for overtime payment shall be at the rate of time and one-half for hours worked in excess of eight (8) hours in any one (1) day, or forty (40) hours in a normal workweek, or in excess of the scheduled number of hours or days for other positions listed herein. Compensatory time off may be allowed by each department head in lieu of monetary compensation. Payment will be at one and one-half (1 1/2) times or two (2) times, whichever is applicable, with a maximum accrual and usage of 100 hours annually.
- B. Double time shall be paid for hours worked on Sunday, if the Sunday is not the employee's regularly scheduled workday or if the employee works past the employee's regularly scheduled quitting time. If Sunday is the employee's regular scheduled workday, no additional compensation is required.
- C. Authorized absence, with pay, will be considered as time worked in the computation of overtime.

- D. Any employee called back shall receive a minimum of two (2) hours overtime payment if the hour does not run concurrently with the regular hours.
- E. Regular employees shall be given priority over temporary help in awarding overtime.
- F. The City may require mandatory overtime at its sole discretion.

12.06 – **STAND-BY PAY**. All employees of the Water Utilities Crew are required to serve on a scheduled Stand-by status rotation. While in Stand-by status, employees must be reachable by phone and be available to respond within 45 minutes of being contacted. Employees will be compensated an additional \$60 monthly stand-by pay.

12.07 – **WAGES FOR CERTIFIED NEW-HIRES**. Any newly-hired certified or experienced Water Supply Operator, Water Reclamation Operator, Electrician, or Mechanic may begin at a higher wage step in the Wage Schedule at the City Administrator’s discretion.

ARTICLE 13: SENIORITY

13.01 - **SENIORITY LISTS**. The Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted.

13.02 - **BREAKS IN CONTINUOUS SERVICE**. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

ARTICLE 14: GENERAL PROVISIONS

14.01 - **UNION BULLETIN BOARDS**. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

14.02 - **UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

1. Collect Union dues, initiation fees and assessments (if these funds are not collected through payroll deductions). No more than one (1) employee at a time.
2. Post Union notices. No more than one (1) employee at a time.
3. Distribute Union literature. No more than one (1) employee at a time.
4. Attend negotiating meetings. No more than four (4) employees will be paid by the City to attend negotiating meetings.

5. Transmit communications, authorized by the Local Union or officers, or other Union representatives concerning the enforcement of any provisions of this Agreement. No more than one (1) employee at any time.
6. Consult with the Employer, his/her representatives, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement. No more than three (3) employees at any time.

14.03 - **VISITS BY UNION REPRESENTATIVES**. The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, whether local, district, or international, shall have full and free access to the premises of the Employer at any time during working hours to conduct business upon notification of the supervisor at reasonable hours.

14.04 - **PROTECTIVE FOOTWEAR -**

The City will reimburse employees for two (2) pair of safety shoes per year up to a maximum of one hundred twenty-five dollars (\$125.00) per pair in all departments except the refuse collection department, which will be reimbursed for a maximum of three (3) pairs per year. Library employees are not covered by this provision. The City will reimburse employees up to a maximum of two hundred fifty dollars (\$250.00) annually for work boots.

ARTICLE 15: EFFECTIVE DATE

15.01 - This Agreement shall be effective from the 1st day of July, 2023, and shall remain in full force and effect until the 30th day of June, 2026.

15.02 - This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing that it desires to modify this Agreement. This Agreement shall remain in full force and effect until a new agreement is negotiated and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this 21st day of February, 2023.

CITY OF MASON CITY, IOWA

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL NO. 1367 (PUBLIC WORKS
AND LIBRARY DEPARTMENTS)

By: 
Bill Schickel, Mayor

By: 
Jon Prebeck, President
of Board of Trustees of
Mason City Public Library

ATTEST: 
Aaron Burnett, City Clerk

By: 
Robin White
AFSCME/Staff Rep

By: 
Daniel Kamm, President
AFSCME/Iowa Council 61

By: 
Doug Sorenson, Vice President
AFSCME/Iowa Council 61

By: 
John Barlow, Secretary Treasurer
AFSCME/Iowa Council 61

By: 
Bryn Vonavitch-Craft, Negotiation Team Member
AFSCME/Iowa Council 61

"EMPLOYER"

"UNION"

APPENDIX 1 - LIBRARY EMPLOYEES ONLY
THIS APPENDIX IS TO BE REFERENCED BY LIBRARY EMPLOYEES ONLY

ARTICLE 1: HOURS OF WORK

- 1.01 - Full-time employees will normally work consecutive hours (with appropriate breaks and lunch periods) except when an emergency scheduling problem arises.
- 1.02 - Work schedules showing the employees shifts, workdays and hours shall be posted on all department bulletin boards at all times.

ARTICLE 2: REST PERIODS

- 2.01 - Any employee working an eight (8) hour day shall receive two (2) twenty (20) minute break periods.
- 2.02 - Breaks may not be accumulated from one day to the next.
- 2.03 - Library staff may leave the work site during the break period.

ARTICLE 3: HOLIDAYS

- 3.01 - The following days shall be recognized and observed as paid holidays for Library employees:

	07/1/23-06/30/24	07/01/24-6/30/25	07/01/25-06/30/26
Independence Day	07/04/23	07/04/24	07/04/25
Labor Day	09/04/23	09/02/24	09/01/25
Thanksgiving Day	11/23/23	11/28/24	11/27/25
Day After Thanksgiving	N/A	11/29/24	11/28/25
½ Day Christmas Eve	12/22/23	12/24/24	12/24/25
Christmas Day	12/25/23	12/25/24	12/25/25
½ Day New Year's Eve	12/29/23	12/31/24	12/31/25
New Year's Day	01/01/24	01/01/25	01/01/26
President's Day	02/19/24	02/17/25	02/16/26
Memorial Day	05/27/24	05/26/25	05/25/26

Mutually agreed upon four (4) floating holidays in 2023. Effective 1/1/2024, mutually agreed upon two (2) floating holidays

The floating holiday may be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees taking the floating holiday at the same time, the employee with the greater seniority shall be given his/her choice in the event of any conflict.

Whenever Library employees are scheduled to work a holiday, they will receive a floating holiday of comparable length in lieu of the scheduled holiday.

- 3.02 - **HOLIDAYS FOR REGULAR PART-TIME LIBRARY EMPLOYEES.** Regular part-time Library employees will receive holidays.

Appendix A

AFSCME UNION CONTRACT 7/1/2023-06/30/2026 Rate Schedules (Effective the first pay date after July 1)

OPERATIONS & MAINTENANCE DEPARTMENT STREET DIVISION

	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
STREET FOREMAN	\$ 32.49	\$ 33.79	\$ 34.89
TREE MAINTENANCE FOREMAN:	\$ 32.49	\$ 33.79	\$ 34.89
HEAVY EQUIPMENT OPERATOR & STOREKEEPER:			
	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 27.43	\$ 28.53	\$ 29.46
After 6 months	\$ 27.79	\$ 28.90	\$ 29.84
After 12 months	\$ 28.15	\$ 29.28	\$ 30.23
After 18 months	\$ 28.54	\$ 29.68	\$ 30.64
After 36 months	\$ 28.76	\$ 29.91	\$ 30.88
After 60 months	\$ 28.99	\$ 30.15	\$ 31.13
MAINTENANCE WORKER:			
	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 26.73	\$ 27.80	\$ 28.70
After 6 months	\$ 27.09	\$ 28.17	\$ 29.09
After 12 months	\$ 27.48	\$ 28.58	\$ 29.51
After 18 months	\$ 27.87	\$ 28.98	\$ 29.92
After 36 months	\$ 28.06	\$ 29.18	\$ 30.13
After 60 months	\$ 28.31	\$ 29.44	\$ 30.40
MECHANIC:			
	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 28.50	\$ 29.64	\$ 30.60
After 6 months	\$ 28.85	\$ 30.00	\$ 30.98
After 12 months	\$ 29.20	\$ 30.37	\$ 31.36
After 18 months	\$ 29.55	\$ 30.73	\$ 31.73
After 36 months	\$ 29.90	\$ 31.10	\$ 32.11
After 60 months	\$ 30.25	\$ 31.46	\$ 32.48
ELECTRICIAN:			
	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 30.00	\$ 31.20	\$ 32.21
After 6 months	\$ 30.40	\$ 31.62	\$ 32.65
After 12 months	\$ 30.80	\$ 32.03	\$ 33.07
After 18 months	\$ 31.20	\$ 32.45	\$ 33.50
After 36 months	\$ 31.60	\$ 32.86	\$ 33.93
After 60 months	\$ 32.00	\$ 33.28	\$ 34.36

UTILITIES DIVISION:

UTILITIES FOREMAN	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
	\$ 32.49	\$ 33.79	\$ 34.89

UTILITY WORKER/SWING WORKER:	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 28.39	\$ 29.53	\$ 30.49
After 6 months	\$ 28.67	\$ 29.82	\$ 30.79
After 12 months	\$ 28.99	\$ 30.15	\$ 31.13
After 18 months	\$ 29.24	\$ 30.41	\$ 31.40
After 36 months	\$ 29.59	\$ 30.77	\$ 31.77
After 60 months	\$ 29.83	\$ 31.02	\$ 32.03

UTILITY EQUIPMENT OPERATOR:	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 29.16	\$ 30.33	\$ 31.32
After 6 months	\$ 29.49	\$ 30.67	\$ 31.67
After 12 months	\$ 29.74	\$ 30.93	\$ 31.94
After 18 months	\$ 30.10	\$ 31.30	\$ 32.32
After 36 months	\$ 30.38	\$ 31.60	\$ 32.63
After 60 months	\$ 30.68	\$ 31.91	\$ 32.95

SANITATION OPERATION:

SANITATION FOREMAN:	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
	\$ 30.07	\$ 31.27	\$ 32.29

LEAD COLLECTOR:	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 27.17	\$ 28.26	\$ 29.18
After 6 months	\$ 27.62	\$ 28.72	\$ 29.65
After 12 months	\$ 28.00	\$ 29.12	\$ 30.07
After 18 months	\$ 28.41	\$ 29.55	\$ 30.51
After 36 months	\$ 28.53	\$ 29.67	\$ 30.63
After 60 months	\$ 28.76	\$ 29.91	\$ 30.88

REFUSE COLLECTOR	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 26.91	\$ 27.99	\$ 28.90
After 6 months	\$ 27.27	\$ 28.36	\$ 29.28
After 12 months	\$ 27.66	\$ 28.77	\$ 29.71
After 18 months	\$ 28.06	\$ 29.18	\$ 30.13
After 36 months	\$ 28.30	\$ 29.43	\$ 30.39
After 60 months	\$ 28.45	\$ 29.59	\$ 30.55

Sanitation staff on the incentive plan shall be paid for four (4) ten (10) hour days on Monday, Tuesday, Thursday, and Friday. Whereby when all refuse is collected for the particular route day and all misses and equipment maintenance are completed, the job assignment for the day is completed and the employee may go home.

WASTEWATER TREATMENT DIVISION:

	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
WATER RECLAMATION FOREMAN:	\$ 32.49	\$ 33.79	\$ 34.89

	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
LABORATORY TECHNICIAN:			
6-month probation	\$ 27.81	\$ 28.92	\$ 29.86
After 6 months	\$ 28.30	\$ 29.43	\$ 30.39
After 12 months	\$ 28.56	\$ 29.70	\$ 30.67
After 18 months	\$ 29.04	\$ 30.20	\$ 31.18

	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
HEAVY EQUIPMENT OPERATOR:			
6-month probation	\$ 27.43	\$ 28.53	\$ 29.46
After 6 months	\$ 27.79	\$ 28.90	\$ 29.86
After 12 months	\$ 28.15	\$ 29.28	\$ 30.23
After 18 months	\$ 28.54	\$ 29.68	\$ 30.64
After 36 months	\$ 28.76	\$ 29.91	\$ 30.88
After 60 months	\$ 28.99	\$ 30.15	\$ 31.13

COMPENSATION FOR CERTIFIED WATER RECLAMATION OPERATORS:

NO CERTIFICATION	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 28.25	\$ 29.38	\$ 30.33
After 6 months	\$ 28.65	\$ 29.80	\$ 30.77
After 12 months	\$ 29.05	\$ 30.21	\$ 31.19
After 18 months	\$ 29.45	\$ 30.63	\$ 31.63

GRADE I	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 28.40	\$ 29.54	\$ 30.50
After 6 months	\$ 28.80	\$ 29.95	\$ 30.92
After 12 months	\$ 29.25	\$ 30.42	\$ 31.42
After 18 months	\$ 29.70	\$ 30.89	\$ 31.89

GRADE II	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 29.00	\$ 30.16	\$ 31.14
After 6 months	\$ 29.45	\$ 30.63	\$ 31.63
After 12 months	\$ 29.90	\$ 31.10	\$ 32.11
After 18 months	\$ 30.35	\$ 31.56	\$ 32.59

GRADE III	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 29.60	\$ 30.78	\$ 31.78
After 6 months	\$ 29.95	\$ 31.15	\$ 32.16
After 12 months	\$ 30.35	\$ 31.56	\$ 32.59
After 18 months	\$ 30.75	\$ 31.98	\$ 33.02

**ENGINEERING DEPARTMENT
WATER SUPPLY DIVISION:**

CUSTOMER SERVICE FOREMAN:	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
	\$ 32.49	\$ 33.79	\$ 34.89

WATER DISTRIBUTION WORKER:	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 28.14	\$ 29.27	\$ 30.22
After 6 months	\$ 28.45	\$ 29.59	\$ 30.55
After 12 months	\$ 28.74	\$ 29.89	\$ 30.86
After 18 months	\$ 29.02	\$ 30.18	\$ 31.16
After 36 months	\$ 29.28	\$ 30.45	\$ 31.44
After 60 months	\$ 29.61	\$ 30.79	\$ 31.79

METER UTILITY PERSON:	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 26.73	\$ 27.80	\$ 28.70
After 6 months	\$ 27.09	\$ 28.17	\$ 29.09
After 12 months	\$ 27.48	\$ 28.58	\$ 29.51
After 18 months	\$ 27.87	\$ 28.98	\$ 29.92
After 36 months	\$ 28.06	\$ 29.18	\$ 30.13
After 60 months	\$ 28.31	\$ 29.44	\$ 30.40

COMPENSATION FOR CERTIFIED WATER SUPPLY OPERATORS:

NO CERTIFICATION	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 28.25	\$ 29.38	\$ 30.33
After 6 months	\$ 28.65	\$ 29.80	\$ 30.77
After 12 months	\$ 29.05	\$ 30.21	\$ 31.19
After 18 months	\$ 29.45	\$ 30.63	\$ 31.63

GRADE I	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 28.40	\$ 29.54	\$ 30.50
After 6 months	\$ 28.80	\$ 29.95	\$ 30.92
After 12 months	\$ 29.25	\$ 30.42	\$ 31.41
After 18 months	\$ 29.70	\$ 30.89	\$ 31.89

GRADE II	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 29.00	\$ 30.16	\$ 31.14
After 6 months	\$ 29.45	\$ 30.63	\$ 31.63
After 12 months	\$ 29.90	\$ 31.10	\$ 32.11
After 18 months	\$ 30.35	\$ 31.56	\$ 32.59

GRADE III	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 29.60	\$ 30.78	\$ 31.78
After 6 months	\$ 29.95	\$ 31.15	\$ 32.16
After 12 months	\$ 30.35	\$ 31.56	\$ 32.59
After 18 months	\$ 30.75	\$ 31.98	\$ 33.02

PARKS DEPARTMENT

	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
PARKS FOREMAN:	\$ 32.49	\$ 33.79	\$ 34.89

HEAVY EQUIPMENT OPERATOR:

	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 27.43	\$ 28.53	\$ 29.46
After 6 months	\$ 27.79	\$ 28.90	\$ 29.84
After 12 months	\$ 28.15	\$ 29.28	\$ 30.23
After 18 months	\$ 28.54	\$ 29.68	\$ 30.64
After 36 months	\$ 28.76	\$ 29.91	\$ 30.88
After 60 months	\$ 28.99	\$ 30.15	\$ 31.13

MAINTENANCE WORKER & ASS'T GREENSKEEPER:

	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 26.73	\$ 27.80	\$ 28.70
After 6 months	\$ 27.09	\$ 28.17	\$ 29.09
After 12 months	\$ 27.48	\$ 28.58	\$ 29.51
After 24 months	\$ 27.87	\$ 28.98	\$ 29.92
After 36 months	\$ 28.06	\$ 29.18	\$ 30.13
After 60 months	\$ 28.31	\$ 29.44	\$ 30.40

Swimming Pool operators, with the exception of the Parks Foreman, shall receive an additional twenty cents (\$0.20) per hour for additional duties, for a five (5) month period from May through September.

LIBRARY DEPARTMENT

LIBRARY ASSISTANT I/CUSTODIAN II:	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 17.11	\$ 17.79	\$ 18.37
After 6 months	\$ 17.27	\$ 17.96	\$ 18.54
After 12 months	\$ 17.44	\$ 18.14	\$ 18.73
After 24 months	\$ 17.64	\$ 18.35	\$ 18.95
After 36 months	\$ 17.86	\$ 18.57	\$ 19.17
After 60 months	\$ 18.11	\$ 18.83	\$ 19.44

LIBRARY ASSISTANT II:	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 20.07	\$ 20.87	\$ 21.55
After 6 months	\$ 20.79	\$ 21.62	\$ 22.32
After 12 months	\$ 21.44	\$ 22.30	\$ 23.02
After 24 months	\$ 21.87	\$ 22.74	\$ 23.48
After 36 months	\$ 22.04	\$ 22.92	\$ 23.66
After 60 months	\$ 22.44	\$ 23.34	\$ 24.10

LIBRARY ASSISTANT III:	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 21.26	\$ 22.11	\$ 22.83
After 6 months	\$ 21.97	\$ 22.85	\$ 23.59
After 12 months	\$ 22.63	\$ 23.54	\$ 24.31
After 24 months	\$ 23.06	\$ 23.98	\$ 24.76
After 36 months	\$ 23.26	\$ 24.19	\$ 24.98
After 60 months	\$ 23.58	\$ 24.52	\$ 25.32

LIBRARY CLERK:	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 15.93	\$ 16.57	\$ 17.11
After 6 months	\$ 16.08	\$ 16.72	\$ 17.26
After 12 months	\$ 16.25	\$ 16.90	\$ 17.45
After 24 months	\$ 16.51	\$ 17.17	\$ 17.73
After 36 months	\$ 16.68	\$ 17.35	\$ 17.91
After 60 months	\$ 16.91	\$ 17.59	\$ 18.16

LIBRARY CUSTODIAN:	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 15.93	\$ 16.57	\$ 17.11
After 6 months	\$ 16.08	\$ 16.72	\$ 17.26
After 12 months	\$ 16.25	\$ 16.90	\$ 17.45
After 18 months	\$ 16.51	\$ 17.17	\$ 17.73
After 36 months	\$ 16.67	\$ 17.34	\$ 17.90
After 60 months	\$ 16.91	\$ 17.59	\$ 18.16

ELMWOOD CEMETERY

EQUIPMENT OPERATORS:	<u>July 2023</u>	<u>July 2024</u>	<u>July 2025</u>
6-month probation	\$ 27.03	\$ 28.11	\$ 29.02
After 6 months	\$ 27.35	\$ 28.44	\$ 29.36
After 12 months	\$ 27.75	\$ 28.86	\$ 29.80
After 24 months	\$ 28.12	\$ 29.24	\$ 30.19
After 36 months	\$ 28.36	\$ 29.49	\$ 30.45
After 60 months	\$ 28.52	\$ 29.66	\$ 30.62

Cemetery Equipment Operators will receive heavy equipment operator step-up pay when operating heavy equipment.

RESOLUTION NO. 23 - 28

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MASON CITY, IOWA, AND THE AFSCME UNION LOCAL NO. 1367 (EMPLOYEES OF THE WATER, STREET, SANITATION, PARK, ELECTRICAL AND LIBRARY DEPARTMENTS)

WHEREAS, the City Council of the City of Mason City desires to enter into a three year collective bargaining agreement between the City of Mason City, Iowa and the AFSCME Union Local No. 1367 (employees of the Water, Street, Sanitation, Park, Electrical and Library Departments).

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mason City, Iowa:

Section 1. That the attached collective three-year bargaining agreement between the City of Mason City and the AFSCME Union Local No. 1367, should be and the same is hereby approved and adopted.

Section 2: That the Mayor is authorized and the Clerk hereby directed to execute said Agreement for and on behalf of the City of Mason City, Iowa.

PASSED AND APPROVED this 21st day of February, 2023.

/s/Paul Adams
Paul Adams, Mayor Pro tem

ATTEST:

/s/Aaron Burnett
Aaron Burnett, City Clerk