

AGENDA
CITY COUNCIL MEETING
May 16, 2024
501 Main Street
5:30 P.M.

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Correspondence:
5. Citizen's Request.
6. Consent Agenda.
 - Minutes of the Regular City Council meeting and Workshop of May 2, 2024;
 - Minutes of the Special Closed Session Council meeting of May 6, 2024;
 - Minutes of the Special Closed Session Council meeting of May 9, 2024;
 - Cash Receipts & Treasurer's Report for April 2024;
 - Resolution approving a Liquor License for Rascals, 820 Main Street, Class C Retail Alcohol License – effective May 17, 2024, under new ownership;
 - Resolution approving a Liquor License for Keokuk Yacht Club, 2029 River Road, Class C Retail Alcohol License – effective June 8, 2024;
 - Appointment of Dorothy Cackley to fill At Large 1 Council Seat;
 - Appointment of David Marlin to the Historic Preservation Commission, term to expire September 1, 2027;
 - Sidewalk Display Permit for Angelini's Pizza Inc, 1006-08 Main Street and Rascal's Pub & Grub, Inc., 820 Main Street;
 - Special Event Permit for Main Street Keokuk, 17th Annual Back Alley Bandfest, Outdoor Music Festival to be held Friday, May 24, 2024, 4:30-9:30 p.m. to be held in Historic Neighborhood yards, porches, garages, and commercial venues;
 - Special Event Permit for Rand Park Pavilion Commission, Summer Concerts, requesting BYOB during concerts;
 - Motion to pay bills and transfers listed in Register No. 's 5404-5406;
7. (a) Now is the time and place for a public hearing on amendment to the Fiscal Year 2023-2024 Annual Budget. A public hearing notice was published in the Daily Gate City on May 4, 2024.

(b) Consider resolution amending budget for Fiscal Year ending June 30, 2024.
8. Consider resolution approving collective bargaining agreements with Teamsters Local 238 General Unit, Keokuk Police Department, Water Pollution Control Unit, and IAFF Local 568.
9. Consider resolution awarding contract to Hickey Contracting Company in the amount of \$32,625.26 for PCC Road Surfacing.
10. Council Liaison Reports:
11. Staff Reports:
12. New Business:
13. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
May 2, 2024
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on May 2, 2024, at 501 Main Street. In the absence of Mayor Mahoney, Mayor Pro-Tem Michael Greenwald called the meeting to order at 5:30 p.m. There were eight council members present, one vacant. Carissa Crenshaw, Roslyn Garcia (via phone) Tyler Walker, Devon Dade, Steve Andrews, Dan Tillman, and Roger Bryant were present. None absent. Staff in attendance: Interim City Administrator Dave Hinton, City Clerk Celeste El Anfaoui, Community Development Director Pam Broomhall, Police Chief Zeth Baum, Fire Chief Gabe Rose, Water Pollution Control Manager Tom Wills, and Bridge, Cemetery, Parks, and Sanitation Manager Bob Weis.

MAYOR’S CORRESPONDENCE: Informed Mayor Mahoney is in D.C. and will return with updates regarding hospital.

CITIZEN’S REQUEST: James Rauner expressed concerns related to parking on city sidewalks.

- Minutes of the Council Budget Workshop of April 16, 2024;
- Minutes of the Regular City Council meeting of April 18, 2024;
- Minutes of the Safety Committee meeting of April 25, 2024;
- **RESOLUTION NO. 60-2024:** Approving a Liquor License for Walgreens #05886, 1215 Main Street, Class E Retail Alcohol License – effective May 22, 2024;
- **RESOLUTION NO. 61-2024:** Approving a Liquor License for Santanas Mexican Restaurant, 3753 Main Street, Class C Retail Alcohol License – effective June 8, 2024;
- Approve Sidewalk Display Permit for Sweet Sally’s Ice Cream Shop, 707 Main Street (pending proof of insurance);
- Approve a Special Event Permit for IowaWORKS, Job Fair to be held Thursday, May 16th, 2024, at Lake Cooper Foundation, 810 S. Main Street, Keokuk, Iowa;
- Motion to pay bills and transfers listed in Register No.’s 5402-5403;

Pro-Tem Mayor Greenwald opened the public hearing at 5:37 p.m. awarding a contract for South 18th Street reconstruction. A public hearing notice was published in The Hawk Eye on April 4, 2024.

COMMENTS:

Pro-Tem Mayor Greenwald closed the public hearing at 5:38 p.m.

Motion made by Walker, second by Dade to approve the following proposed **RESOLUTION NO. 62-2024:** “A RESOLUTION AWARDING A CONTRACT TO JONES CONTRACTING OF WEST POINT, IOWA FOR SOUTH 18TH STREET RECONSTRUCTION FROM RIDGE STREET TO MAIN STREET.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Crenshaw, second by Bryant to approve the following proposed **RESOLUTION NO. 63-2024**: “A RESOLUTION SETTING A PUBLIC HEARING ON AMENDMENT TO THE FISCAL YEAR 2023-2024 ANNUAL BUDGET.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Tillman, second by Dade to approve the following proposed **RESOLUTION NO. 64-2024**: “A RESOLUTION ALLOWING THE PURCHASE OF A 2024 DODGE DURANGO POLICE VEHICLE.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Tillman, second by Dade to approve the following proposed **RESOLUTION NO. 65-2024**: “A RESOLUTION APPROVING A NEW LEASE WITH ROQUETTE AMERICA AT THE SOUTHEAST IOWA DEVELOPMENT CENTER (SIDC).” (6) AYES, (1) ABSTAIN – Crenshaw, (1) NAYS. Motion carried.

Motion made by Bryant, second by Dade to approve the following proposed **RESOLUTION NO. 66-2024**: “A RESOLUTION AUTHORIZING DEMOLITION OF STRUCTURES AND APPROVAL OF CONTRACTS WITH CCS FOR PROPERTIES LOCATED AT 1026 BLONDEAU STREET AND 1203 TIMEA STREET.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Tillman, second by Dade to approve the following proposed **RESOLUTION NO. 67-2024**: “A RESOLUTION ALLOWING THE MAYOR TO ENTER IN A PURCHASE AGREEMENT WITH BANNER FIRE EQUIPMENT.” (8) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: Hinton informed of extension on Union Depot grant.

Motion made by Crenshaw, second by Dade to adjourn the meeting at 5:57 p.m.

MINUTES
COUNCIL WORKSHOP
May 2, 2024
IMMEDIATELY FOLLOWING REGULAR MEETING

PRESENT: Crenshaw, Walker, Garcia (via phone), Dade, Andrews, Tillman, Bryant, Greenwald (as Mayor Pro-Tem); ABSENT: Mayor Mahoney.

STAFF PRESENT: Hinton, El Anfaoui, Wills, Broomhall, Rose, Baum, and Weis.

Interviews were conducted for the vacant position on City Council. Dorothy Cackley and Erika Barrett were the candidates to fill the vacancy; Cackley was present during the workshop and interviewed in person, Barrett's interview was pre-recorded due to her unavailability during the workshop.

Meeting Adjourned at 6:49 PM.

MINUTES
SPECIAL CITY COUNCIL MEETING
Monday, May 6, 2024
Keokuk City Hall Council Chambers
501 Main Street, Keokuk, IA
8:30 AM

PRESENT: Mayor Mahoney, City Clerk El Anfaoui, Council Persons Crenshaw, Walker, Garcia, Dade, Tillman, Bryant, Greenwald. Absent Andrews. One Vacant.

Entered closed session at 8:30 AM.

Closed Session 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge are being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

Return to open session.at 9:28 AM.

Entered closed session at 9:37 AM.

Closed session 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge are being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

Return to open session.at 10:22 AM.

Entered closed session at 10:38 AM.

Closed session 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge are being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

Return to open session. at 11:29 AM.

Adjournment at 11:29 AM.

MINUTES
City Council Meeting
Thursday, May 9, 2024
501 Main Street
3:45PM

PRESENT: Mayor Mahoney, City Clerk El Anfaoui, Public Works Director Carroll and Police Chief Baum. Council Persons Crenshaw (via phone at 3:54 pm), Walker, Garcia (entered meeting at 3:51pm), Dade, Tillman, Bryant, Greenwald. Absent Andrews. One Vacant.

Staff Requests: Carroll requested that feedback from department heads be taken into consideration in the decision-making process for the city administrator position. Baum expressed thoughts regarding city administrator position.

Motion made by Greenwald, second by Dade to enter into closed session at 3:54 p.m. (7) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Walker to resume regular session at 4:44 p.m. (7) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Greenwald for Pat O'Connell at Lynch Dallas to communicate as discussed in closed session. (7) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Tillman to discuss continuing interim services with Dave Hinton. (7) AYES, (0) NAYS. Motion carried.

Motion made by Tillman, second by Dade to adjourn meeting at 4:46 p.m.

**CASH RECEIPTS
APRIL 2024**

General Fund	\$	994,256.93
Park Maint/Improv Total	\$	909.00
Road Use Tax	\$	113,251.44
Employee Benefit Total	\$	556,538.05
Emergency Tax Levy Total	\$	21,226.39
Sales Tax - Human Development Total	\$	113,398.02
Tax Increment Financing Total	\$	83,578.18
Economic Development Total	\$	43,395.00
Library Trust Total	\$	127.00
Debt Service Total	\$	540,679.82
Capital Equip Purchases Total	\$	300.00
Capital Project Total	\$	3,915.00
WPC Maint/Operation Total	\$	232,449.48
WPC Improvement Reserve Total	\$	4.97
Solid Waste Total	\$	79,719.94
Municipal Bridge Total	\$	3,773.65
Internal Service Fund Total	\$	59,169.20
TOTAL	\$	2,846,692.07

**TREASURER'S REPORT
CALENDAR 4/2024, FISCAL 10/2024**

FUND	ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	LIABILITY	END BALANCE
001	GENERAL	2,582,147.03	994,256.93	671,613.58	3,757.48	2,908,547.86
002	PARK MAINT/IMPROV	238,058.39	909.00	.00	.00	238,967.39
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	.00	12,800.78
110	ROAD USE	1,412,574.07	113,251.44	106,446.90	3,805.21-	1,415,573.40
112	EMPLOYEE BENEFIT	793,259.08	556,538.05	7,843.22	.00	1,341,953.91
119	EMER - TAX LEVY	268,712.39	21,226.39	.00	.00	289,938.78
121	SALES TAX - HUMAN DEV	1,314,271.63	113,398.02	.00	.00	1,427,669.65
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	41,348.43-	83,578.18	.00	.00	42,229.75
160	ECONOMIC DEVELOPMENT	269,364.80	43,395.00	38,771.00	.00	273,988.80
167	LIBRARY TRUST	108,342.50	127.00	.00	.00	108,469.50
168	GRAND THEATRE RESERVE	1,051.17	.00	.00	.00	1,051.17
169	MARY E TOLMIE FUND	91,609.34	.00	.00	.00	91,609.34
182	SWIMMING POOL RESERVE	1,070.00	.00	.00	.00	1,070.00
199	AMERICAN RESCUE PLAN	786,689.27	.00	128,000.00	.00	658,689.27
200	DEBT SERVICE	1,422,056.47	540,679.82	1,489,981.25	.00	472,755.04
301	CAPITAL IMPROV PROJECTS	5,126,980.14	.00	65,864.30	.00	5,061,115.84
302	RIVERFRONT BARGE	.00	.00	.00	.00	.00
303	CAP EQUIP PURCHASES	565,808.34-	300.00	24,195.67	.00	589,704.01-
304	CAPITAL PROJECT	266.68	3,915.00	3,915.00	.00	266.68
500	PERPETUAL CARE	512,170.29	.00	.00	.00	512,170.29
610	WPC MAINT/OPERATION	1,445,117.29	232,449.48	176,715.25	1,044.64-	1,499,806.88
611	WPC IMPR RESERVE	1,208,696.22	4.97	18,497.26	.00	1,190,203.93
612	SEWER MAINT EQUIP REPL	577,527.69-	.00	.00	.00	577,527.69-
613	WAT POL CONTR CAP	788,716.53	.00	30,437.59	.00	758,278.94
614	SEWER IMPROV RESERVE	31,570.28	.00	.00	.00	31,570.28
617	CDBG SWR POINT REPAIR	1,157,219.40	.00	.00	.00	1,157,219.40
670	SOLID WASTE	214,126.66	79,719.94	71,694.39	693.54-	221,458.67
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	2,052,488.48	3,773.65	20,837.47	525.68	2,035,950.34
810	INTERNAL SERVICE FUND	22,039.21	59,169.20	61,015.17	.00	20,193.24
<hr/>						
	Report Total	20,676,713.64	2,846,692.07	2,915,828.05	1,260.23-	20,606,317.43

RESOLUTION NO.

A RESOLUTION APPROVING A LIQUOR LICENSE FOR RASCAL'S PUB & GRUB, INC. FOR A CLASS C RETAIL ALCOHOL LICENSE WITH OUTDOOR SERVICE

WHEREAS, Application has been made by McPayne LLC for Rascal's Pub & Grub, Inc. for a Class C Retail Alcohol License with Outdoor Service for Rascal's Pub & Grub, Inc., 820 Main Street; **AND**

WHEREAS, Iowa Code Chapter 123 and Section 4.16.030 of the Keokuk Municipal Code require that the City Council conduct a formal investigation into the good moral character of the applicant; **AND**

WHEREAS, such an investigation has been conducted.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:

THAT, McPayne LLC has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail Alcohol License with Outdoor Service for Rascal's Pub & Grub, Inc., 820 Main Street, effective May 17, 2024, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 16th day of May 2024.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K.A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

RESOLUTION NO.

A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE WITH OUTDOOR SERVICE FOR THE KEOKUK YACHT CLUB, INC.

WHEREAS, Application has been made by Keokuk Yacht Club, Inc. for a Class C Liquor License with Outdoor Service for Keokuk Yacht Club, Inc., 2029 River Road; **AND**

WHEREAS, Iowa Code Chapter 123 and Section 4.16.030 of the Keokuk Municipal Code require that the City Council conduct a formal investigation into the good moral character of the applicant; **AND**

WHEREAS, such an investigation has been conducted.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:

THAT, Keokuk Yacht Club, Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail Alcohol License with Outdoor Service for Keokuk Yacht Club, Inc., 2029 River Road, effective June 8, 2024, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 16th day of May 2024.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

SIDEWALK DISPLAY PERMITS 2024-2025

05-16-2024 Council Meeting

Angelini's Pizza Inc.
1006-08 Main Street

Rascal's Pub & Grub, Inc.
820 Main Street



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

Please complete all sections of this application. An incomplete application will be returned to applicant. Once all required documentation and signatures are received, only then will it be considered by the City Administrator, Police Chief, Fire Chief and Public Works Director for final approval. Application must be submitted at least **30 days** prior to the date of the event.

Some permits for events may require additional time for approval
(For example: Parades requiring use of a state highway)

PLEASE RETURN TO: Keokuk Municipal Building to the Attention of the City Administrator

1. APPLICANT INFORMATION

Applicant: Keokuk Cultural & Entertainment District / Main Street Keokuk

Name/Event: 17th Annual Back Alley Bandfest

Coordinator: Kira Kruszynski, Shane Etter, Chuck Pietscher

Mailing Address: 1026 Main Street, Keokuk, IA 52632

Daytime Phone #: 319-524-5056 Evening Phone #: 319-520-6063

Email Address: director@mainstreetkeokuk.com

2. EVENT INFORMATION

Type of Event:
Outdoor Music Festival

Days/Dates of Event:
May 24, 2024

Time(s) of Event: (Include Set Up/Tear Down Time)
4:30 pm - 9:30 pm

Event Location:
In the Cultural & Entertainment District (historic neighborhood yards, porches, garages) and commercial venues

Will event require an alcohol license or require modification of an existing license? Yes X No

3. **REQUEST INFORMATION (Check All Applicable Lines)**

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

- Temporarily park in a "No Parking" area (specify location :)
- Temporarily close a street for a block party (specify street :)
- Temporarily install structure in street right-of-way
- Permanently install structure in street right-of-way
- Use of City Park (specify park :)
- Parade (attach map of route and indicate streets to be closed)
- Walk/Run (attach map of route and indicate streets to be closed)
- Banner (specify location :)
- Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft
- Fireworks (specify location :)
- Other (please specify :) Close parking lot at 5th & Blondeau next to former MSKI office at 511 Blondeau

NO PARKING on north side of High Street from 2nd to 3rd Street.

NO PARKING on southwest side of Franklin Street from 3rd Street to 4th Street and 1/2 block on North 3rd (SW side/Dr. Crenshaw home)

4. **ITEMS REQUESTED FROM THE CITY OF KEOKUK (\$25 rental fee required per item requested)**

- 4 Street barricades Four at 511 Blondeau parking lot
- Emergency "No Parking" Signs
- Other (please specify :)

5. **SOUND SYSTEMS**

NOTE: You must comply with the City of Keokuk Code of Ordinances and any requirements attached to this permit.

Duration of event: 5 hours set-up to tear-down/ music for 3 hours from 6:00-9:00

Please indicate if the following will be used:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Amplified Sound/Speaker System | <input checked="" type="checkbox"/> Recorded Music |
| <input checked="" type="checkbox"/> Public Address System | <input checked="" type="checkbox"/> Live Music |

6. **SANITATION**

Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site.

Will additional restrooms be brought to the site? Yes No If yes, how many? 3

Please name the individual, organization, or contractor responsible for clean-up and trash removal:

Contact Person: Kira Kruszynski

Address: 511 Blondeau Street

Daytime Phone: 319-524-5056

Evening Phone: 319-520-6063

7. **SECURITY**

Certified personnel are required by the Chief of Police at the applicant's expense for all events requiring an alcohol license. At a minimum, 2 police officers certified in the State of Iowa will be required, no exceptions.

What type of security will be provided?

0 Number of Off-Duty Police Officers

Names:

8. **INSURANCE**

Applicant shall obtain and maintain a general liability insurance policy naming the City of Keokuk as additional insured using form IL7305 so as not to waive Owner's Governmental Immunity when conducting an **event on public property**. For **events** requiring an **alcohol license**, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. For all other **events** held on **public property**, the minimum amount of coverage for the general liability insurance policy will be \$500,000. This application will not be considered by the City of Keokuk until the proper insurance certificate is submitted and approved by the City Administrator.

 Certificate of Insurance provided and accepted Certificate of Insurance not required

9. **AGREEMENT**

In consideration of the City of Keokuk, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Keokuk, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Keokuk, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by the City of Keokuk, Iowa.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.



5/3/2024

Applicant/Sponsor Signature

Date

DEPARTMENT APPROVALS

The request has been reviewed by the undersigned and recommended for approval with the condition as noted:

POLICE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

FIRE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

PUBLIC WORKS DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

OTHER

Signature: _____ Date: _____

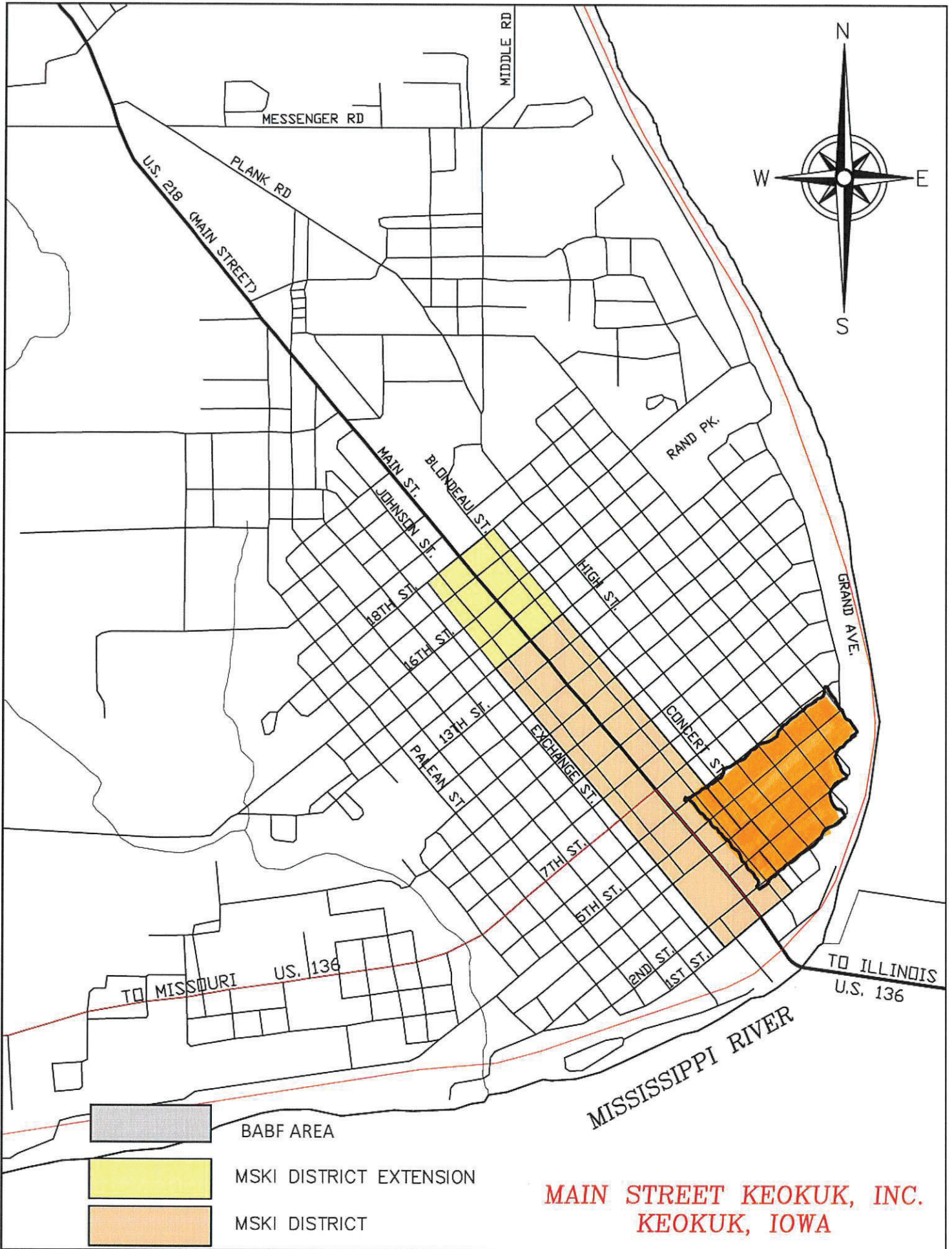
Recommended Conditions: _____

CITY ADMINISTRATOR APPROVAL (City Council Approval)

City Administrator Signature _____ Date Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

Date of City Council Approval (if required): _____



**MAIN STREET KEOKUK, INC.
KEOKUK, IOWA**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LJ Insurance, Inc. 515 Main Street Keokuk IA 52632		CONTACT NAME: Jonna Schneider PHONE (A/C, No, Ext): (319) 524-4223 E-MAIL ADDRESS: jonnas@lj-insurance.com FAX (A/C, No): (319) 250-0913	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Specialty Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Main Street Keokuk, Inc. 1026 Main Street Keokuk IA 52632			


COVERAGES**CERTIFICATE NUMBER:** CL244111643**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY			B265935 01	02/21/2024	02/21/2025	EACH OCCURRENCE \$		
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$		
	GEN'L AGGREGATE LIMIT APPLIES PER:								MED EXP (Any one person) \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$		
	OTHER:						GENERAL AGGREGATE \$		
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$		
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$		
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$		
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$		
							\$		
	UMBRELLA LIAB						EACH OCCURRENCE \$		
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$		
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$		
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE \$		
							E.L. DISEASE - POLICY LIMIT \$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Keokuk PO Box 400 Keokuk IA 52632	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Rand Park Pavilion Commission
P.O. Box 151
Keokuk, IA 52632
319-524-2050, Ext 2203
www.RandParkPavilion.com

May 10, 2024

Dear Honorable Mayor Mahoney and City Council Members,

The Rand Park Pavilion Commission respectfully requests the Keokuk City Council allow BYOB (bring your own bottle) at the seven Rand Park Pavilion sponsored concerts. The City Council has allowed concert goers to bring in their own alcohol at various concerts in past years and thankfully there has never been an incident.

Thank you for your consideration.

The Rand Park Pavilion Commission Members

Make It Yours
KEOKUK
I O W A

**SPECIAL EVENTS APPLICATION &
HOLD HARMLESS AGREEMENT**

Please complete all sections of this application. An incomplete application will be returned to applicant. Once all required documentation and signatures are received, only then will it be considered by the City Administrator, Police Chief, Fire Chief and Public Works Director for final approval. Application must be submitted at least **30 days** prior to the date of the event.

Some permits for events may require additional time for approval
(For example: Parades requiring use of a state highway)

PLEASE RETURN TO: Keokuk Municipal Building to the Attention of the City Administrator

1. APPLICANT INFORMATION

Applicant: Rand Park Pavilion Commission

Name/Event: Lee Henry Road (6/1); Blue Tye Affair (6/8); Heathers & Company (7/6); JAB (7/20); Shades In Blue (8/3); Bluzillion(8/24)
Coordinator: and Bullis Rutter (9/22). The Pavilion Commission

Mailing Address: P.O. Box 151, Keokuk, IA 52632

Daytime Phone #: 319-524-2050 (Annette) Evening Phone #: _____

Email Address: apeepler@cityofkeokuk.org

2. EVENT INFORMATION

Type of Event:

Concerts

Days/Dates of Event:

See above dates

Time(s) of Event: (Include Set Up/Tear Down Time)

6:30 - 10:00 (alcohol will only be 7-9:00 ~ duration of concerts)

Event Location:

Rand Park Pavilion

Will event require an alcohol license or require modification of an existing license? Yes No

3. **REQUEST INFORMATION (Check All Applicable Lines)**

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

- Temporarily park in a "No Parking" area (specify location :)
- Temporarily close a street for a block party (specify street :)
- Temporarily install structure in street right-of-way
- Permanently install structure in street right-of-way
- Use of City Park (specify park :)
- Parade (attach map of route and indicate streets to be closed)
- Walk/Run (attach map of route and indicate streets to be closed)
- Banner (specify location :)
- Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft
- Fireworks (specify location :)
- Other (please specify :) Requesting BYOB allowed

4. **ITEMS REQUESTED FROM THE CITY OF KEOKUK** (\$25 rental fee required per item requested)

- Street barricades
- Emergency "No Parking" Signs
- Other (please specify :)

5. **SOUND SYSTEMS**

NOTE: You must comply with the City of Keokuk Code of Ordinances and any requirements attached to this permit.

Duration of event: 2 hours

Please indicate if the following will be used:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Amplified Sound/Speaker System | <input type="checkbox"/> Recorded Music |
| <input type="checkbox"/> Public Address System | <input checked="" type="checkbox"/> Live Music |

6. **SANITATION**

Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site.

Will additional restrooms be brought to the site? Yes No If yes, how many? _____

Please name the individual, organization, or contractor responsible for clean-up and trash removal:

Contact Person: _____ Address: _____

Daytime Phone: _____ Evening Phone: _____

7. **SECURITY**

Certified personnel are required by the Chief of Police at the applicant's expense for all events requiring an alcohol license. At a minimum, 2 police officers certified in the State of Iowa will be required, no exceptions.

What type of security will be provided?

 1 Number of Off-Duty Police Officers or whatever is required.

Names:

8. **INSURANCE**

Applicant shall obtain and maintain a general liability insurance policy naming the City of Keokuk as additional insured using form IL7305 so as not to waive Owner's Governmental Immunity when conducting an **event on public property**. For **events** requiring an **alcohol license**, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. For all other **events** held on **public property**, the minimum amount of coverage for the general liability insurance policy will be \$500,000. This application will not be considered by the City of Keokuk until the proper insurance certificate is submitted and approved by the City Administrator.

Certificate of Insurance provided and accepted Certificate of Insurance not required

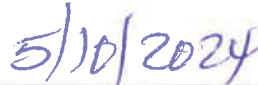
9. **AGREEMENT**

In consideration of the City of Keokuk, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Keokuk, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Keokuk, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by the City of Keokuk, Iowa.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.



Applicant/Sponsor Signature



Date

DEPARTMENT APPROVALS

The request has been reviewed by the undersigned and recommended for approval with the condition as noted:

POLICE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

FIRE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

PUBLIC WORKS DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

OTHER

Signature: _____ Date: _____

Recommended Conditions: _____

CITY ADMINISTRATOR APPROVAL (City Council Approval)

City Administrator Signature Date Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

Date of City Council Approval (if required): _____



Rand Park Pavilion Events SUMMER 2024

**Friday 4/19 @ 6 pm - Jazz In The Park with the KHS
Jazz Ensemble, KHS Jazz Lab, and KMS Jazz Band**

Sponsored by the Keokuk Band Boosters

Saturday 5/18 @ 1 pm - Joyful Noise Piano Recital

Sponsored by the Joyful Noise Piano Studio

Saturday 6/1 @ 7 pm - Lee Henry Road

Sponsored by the Rand Park Pavilion Commission

Saturday 6/8 @ 7 pm - Blue Tye Affair

Sponsored by the Rand Park Pavilion Commission

Saturday 6/15 @ 6 pm - Worship Night

Sponsored by Ben Hendricksmeier and Music Ministries - Church of
the Full Gospel

Friday 6/21 - Relay for Life

Saturday 6/22 from 3-7 pm - Juneteenth Celebration

featuring BitterSweet Nation

Sponsored by KARE

Saturday 7/6 @ 7 pm - Heathers & Co.

Sponsored by the Rand Park Pavilion Commission

Saturday 7/20 @ 7 pm - JAB

Sponsored by the Rand Park Pavilion Commission

Saturday 8/3 @ 7 pm - Shades In Blue

Sponsored by the Rand Park Pavilion Commission

Saturday 8/24 @ 7 pm - Bluzillion

Sponsored by the Rand Park Pavilion Commission

Sunday 9/15 @ 10 am - Church in the Park

Sponsored by Crossview Church

Sunday 9/22 @ 5 pm - Bullis Rutter Big Band

Sponsored by the Keokuk Community Fine Arts Council



PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF MAY 16, 2024.

REGISTER NO. 5404

KEOKUK MUNICIPAL WATER WORKS	GARBAGE & SEWER BILLING	\$	2,352.50
GRAY QUARRIES, INC	ROADROCK	\$	610.07
JIM BAIER, INC	21 DURANGO PARTS/LABOR POLICE	\$	1,561.25
HARTRICK'S LUMBER	SUPPLIES	\$	83.55
KEOKUK HOMESTORE	SUPPLIES	\$	526.15
RIVER CITY PARTS, INC.	PARTS	\$	13.95
SHERWIN-WILLIAMS CO.	Credit on Account	\$	(6.72)
ACCESS SYSTEMS	MAINT.AGREEMENT KPD	\$	40.11
S. J. SMITH WELDING SUPPLY	SUPPLIES SEWER DEPT.	\$	125.32
IDEAL READY MIX COMPANY, INC	CONRETE & FILL SAND	\$	2,603.66
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$	2,373.00
KOKX-AM	2ND QUARTER BILLING APR-JUNE24	\$	875.00
TASKE FORCE, INC.	TEMPORARY HELP	\$	4,668.50
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$	219.39
MCFARLAND-SWAN OFFICE CITY	SUPPLIES GRAND THEATRE	\$	57.98
ALLIANT	SERVICE VARIOUS ACCOUNTS	\$	24,855.57
PETTY CASH-KEOKUK LIBRARY	PETTY CASH SCP BASKET ITEMS	\$	50.75
CENTURY LINK	SERVICE	\$	495.34
PRINCIPAL LIFE INSURANCE CO.	DISABILITY/LIFE INSURANCE	\$	966.82
GREAT RIVER REGIONAL WASTE	SERVICE	\$	4,383.47
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$	1,789.90
TRUCK REPAIR, INC	PARTS	\$	85.77
GENERAL TRAFFIC CONTROLS, INC.	TRAFFIC LIGHT EQUIPMENT	\$	658.00
HUFFMAN MACHINE & WELDING, INC	SUPPLIES/PARTS	\$	408.67
HILL PRINTING	TAGS KEOKUK ANIMAL SERVICES	\$	187.50
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$	387.89
PER MAR SECURITY SERVICES	SERVICE	\$	180.42
RAIRDEN'S AUTO SALVAGE &	TOWING SERVICE POLICE SUV	\$	100.00
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$	463.50
YOUNGGREN SHOES	SAFETY BOOTS	\$	394.65
NIEMANN FOODS, INC./ACE	SUPPLIES	\$	212.34
U.S. CELLULAR	SERVICE	\$	540.22
FASTENAL COMPANY	EYEWEAR CEMETERY DEPT.	\$	24.00
USA BLUE BOOK	SUPPLIES	\$	210.60
AT&T MOBILITY	SERVICE	\$	754.06
FAIRWAY MANUFACTURING COMPANY	MERCHANDISE VERITY MUSEUM	\$	358.86
KEOKUK FARM & HOME SUPPLY	MOWER/MISC. PARTS & SUPPLIES	\$	7,126.00
DAMON CACKLEY	REIMB.TRAVEL EXPENSES	\$	638.42
CAPITAL ONE	MISC.	\$	569.25

REGISTER NO. 5405

DISCOUNT TIRE & SERVICE	TIRE SEWER DEPT.	\$	150.00
O'REILLY AUTOMOTIVE INC.	PARTS	\$	960.42
ROBERT ROSE	ANNUAL LEASE PAYMENT	\$	500.00
LCL FARMS INC.	BIO SOLID TRUCKING/SPREADING	\$	11,000.00
FT WORTH BARBECUE CAFE	FOOD FOR CITY ADMIN.LUNCH	\$	353.10
IMI EQUIPMENT, LLC	PARTS	\$	880.95
LEXISNEXIS RISK SOLUTIONS	SERVICE	\$	146.83
UNIVERSITY OF IOWA HEALTH CARE	SERVICE	\$	985.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE PREMIUM	\$	229,855.27
RELIABLE PEST SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$	14.90
ANALYTICHEM	BUFFER PH 10 BLUE WWTP	\$	95.40
CARD SERVICES	MISC. KEOKUK PUBLIC LIBRARY	\$	616.85
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$	36.00
RUNGE FAMILY RESIDUARY TRUST	ANNUAL LEASE PAYMENT	\$	400.00
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$	816.00
INTERSTATE ALL BATTERY CENTER	BATTERIES FIRE DEPT.	\$	92.00
WEST CENTRAL FS INC.	BULK FUEL DIESEL	\$	22,495.92
KLINGNER & ASSOCIATES, P.C.	PROFESSIONAL SERVICES	\$	5,904.39
IOWA DEPARTMENT OF	SUPPLIES	\$	193.68
VERIZON WIRELESS	SERVICE	\$	252.59
IDEXX DISTRIBUTION, INC.	LAB SUPPLIES	\$	631.59
DANSCO CONTRACTING	CONTRACTUAL WORK	\$	36,615.00
BESTDRIVE BRAHLER'S	PARTS SANITATION DEPT.	\$	3,049.30
OVERDRIVE, INC.	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	3,239.36
RESTORIC, LLC	PROGRESS PMNT BRUHN GRANT WORK	\$	12,597.74
LIBERTY UTILITY IOWA	SERVICE VARIOUS ACCOUNTS	\$	5,897.82
INTERSTATE BILLING SERVICE, INC	PARTS FIRE DEPT.	\$	332.61
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$	6,722.50
ARMSTRONG TRACTOR LLC	PARTS CEMETERY	\$	118.56
KIMBALL MIDWEST	PARTS SEWER DEPT.	\$	1,261.63
JEFFREY JOE HERR	VARIOUS PROP.CLEANUP/SECURE	\$	510.00
CINTAS CORP	SERVICE	\$	2,924.84
COMMERCIAL CONTRACTING	CONTRACTUAL WORK	\$	153,453.76
VISA	MISC. TRAVEL, SUPPLIES ETC.	\$	6,959.57
ICONNECTYOU	SERVICE	\$	875.61
BRIGHTLY SOFTWARE, INC.	SERVICE	\$	4,751.24
MIDWEST INDUSTRIAL SERVICES	PARTS/LABOR ST.LIGHT POST REP.	\$	1,380.00
ANSELL HEALTHCARE PRODUCTS LLC	SUPPLIES WWTP	\$	990.50
JAMES F. DENNIS	PROFESSIONAL SERVICES	\$	10,852.09
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$	600.00
CARL'S LOCKS & KEYS	PARTS/LABOR @ CEMETERY	\$	315.00
IOWA ONE CALL	ONE CALL SERVICES	\$	115.40
GREATAMERICA FINANCIAL SVCS.	POLICE DEPT LEASE AGREEMENT	\$	246.08

REGISTER NO. 5406

LIVE VOICE	ANSWERING SERVICE	\$	392.98
SHARED IT INC	IT SERVICES	\$	2,709.52
TRI-STATE HEATING & ELECTRIC	MOWING VARIOUS PROPERTIES	\$	1,905.00
DRAKE HARDWARE & SOFTWARE	SERVICE FOR KEOKUK SEIDC	\$	1,945.94
VERTICAL COMMUNICATIONS	SERVICE MAY 2024 KEOKUK POLICE	\$	150.04
MARTIN	PARTS	\$	182.08
SOUTHEAST IA REGIONAL	PROFESSIONAL SERVICES	\$	24.01
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$	305.35
BLACKSTONE PUBLISHING	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	407.67
BRIAN CARROLL	REIMB.TRAVEL EXPENSES D.C.TRIP	\$	166.14
SHAW ELECTRIC, INC.	HANGAR DOOR WIRING @ AIRPORT	\$	655.86
INFOSEND, INC	4TH OF JULY & PAVILION FLYER	\$	530.72
JARED OLIVER	CLEAN UP PROPERTY	\$	65.00
MIDWEST MUNICIPAL CONSULTING,	EXECUTIVE SEARCH SERVICES FINAL PMNT.	\$	5,747.73
HEY BRUCE INC.	MOWING/EQUIPT.MAINT @ AIRPORT	\$	1,020.00
FLUIDTROL PROCESS TECHNOLOGIES	10'X6'BASKET STRAINER @ POOL	\$	4,097.93
		\$	612,441.18



COUNCIL ACTION FORM

Date: 5/16/2024

Presented By: Hinton/El Anfaoui

Subject: FY 23/24 Amendment 2 Agenda Item: 7a&b

Description:

A year end amendment is necessary to better reflect the actual revenues and expenses for the city. Prior to action on the amendment a public hearing must be held.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

Is this item in the CIP? YES NO CIP Project Number: _____

RESOLUTION NO.

**RESOLUTION AMENDING BUDGET FOR FISCAL YEAR
ENDING JUNE 30, 2024**

WHEREAS, the City of Keokuk, Iowa adopted a budget for Fiscal Year Ending June 30, 2024; and

WHEREAS, it has become necessary to amend said budget; and

WHEREAS, a public hearing was held on May 16, 2024, on said amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the amendment to the Fiscal Year Ending June 30, 2024, budget is hereby adopted.

PASSED, APPROVED, AND ADOPTED this 16th day of May, 2024.

K. A. Mahoney, Mayor

ATTEST:

Celeste El Anfaoui, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of KEOKUK
Fiscal Year July 1, 2023 - June 30, 2024

The City of KEOKUK will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

Meeting Date/Time: 5/16/2024 05:30 PM

Contact: Dave Hinton

Phone: (319) 524-2050 ext: 2205

Meeting Location: Keokuk City Hall
501 Main Street
Keokuk, IA 52632

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	6,256,307	0	6,256,307
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	6,256,307	0	6,256,307
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,054,595	0	1,054,595
Other City Taxes	6	4,457,196	60,000	4,517,196
Licenses & Permits	7	89,625	-4,075	85,550
Use of Money & Property	8	394,319	55,580	449,899
Intergovernmental	9	4,466,058	20,244	4,486,302
Charges for Service	10	4,194,200	34,900	4,229,100
Special Assessments	11	0	0	0
Miscellaneous	12	2,659,504	6,644	2,666,148
Other Financing Sources	13	1,100	-1,100	0
Transfers In	14	5,207,362	501,708	5,709,070
Total Revenues & Other Sources	15	28,780,266	673,901	29,454,167
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	6,069,986	-221,500	5,848,486
Public Works	17	2,739,977	-46,623	2,693,354
Health and Social Services	18	0	0	0
Culture and Recreation	19	3,064,205	-970,289	2,093,916
Community and Economic Development	20	976,912	5,000	981,912
General Government	21	1,986,605	83,799	2,070,404
Debt Service	22	3,124,927	20,000	3,144,927
Capital Projects	23	4,416,015	-3,767,015	649,000
Total Government Activities Expenditures	24	22,378,627	-4,896,628	17,481,999
Business Type/Enterprise	25	5,772,367	999,712	6,772,079
Total Gov Activities & Business Expenditures	26	28,150,994	-3,896,916	24,254,078
Transfers Out	27	5,207,362	501,708	5,709,070
Total Expenditures/Transfers Out	28	33,358,356	-3,395,208	29,963,148
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-4,578,090	4,069,109	-508,981
Beginning Fund Balance July 1, 2023	30	37,509,240	-18,176,153	19,333,087
Ending Fund Balance June 30, 2024	31	32,931,150	-14,107,044	18,824,106

Explanation of Changes: adjusted revenues and expenses to reflect an accurate estimate of trends for the current year; public safety employee numbers are down which resulted in a projected decrease in expenses, other expenses adjustments were the timing of grant funding coming in and being expensed.



COUNCIL ACTION FORM

Date: May 16th, 2024

Presented By: Hinton

Subject: Approve the Collective Bargaining Agreements With All City Units Agenda Item: 8

Description:

Approve the collective bargaining agreements between the City of Keokuk, Iowa and Teamsters Local 238, General Unit, Police Department, Water Pollution Control Unit, and IAFF Local 568, commencing on July 1, 2024, and terminating on June 30, 2027.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

Is this item in the CIP? YES NO CIP Project Number: _____

RESOLUTION NO.

**RESOLUTION APPROVING COLLECTIVE
BARGAINING AGREEMENTS WITH TEAMSTERS
LOCAL 238 GENERAL UNIT, KEOKUK POLICE
DEPARTMENT, WATER POLLUTION CONTROL
UNIT, AND IAFF LOCAL 568**

WHEREAS, the collective bargaining agreements between the City of Keokuk, Iowa and Teamsters Local 238 General Unit, Police Department, Water pollution Control Unit, and IAFF Local 568 are set to expire June 30, 2024; and

WHEREAS, the Teamsters Local 238 and IAFF Local 568 and the City of Keokuk, Iowa have negotiated in good faith; and

WHEREAS, an agreement has been reached between Teamsters Local 328 and IAFF Local 568 and the City of Keokuk, Iowa to renew the collective bargaining agreements for the General Unit, Police Department, Water Pollution Control Unit, and IAFF Local 568.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: approves the collective bargaining agreements between the City of Keokuk, Iowa and Teamsters Local 238, General Unit, Police Department, Water Pollution Control Unit, and IAFF Local 568, commencing on July 1, 2024, and terminating on June 30, 2027.

BE IT FURTHER RESOLVED that the Mayor and City Administrator are hereby authorized to execute said contracts on behalf of the City of Keokuk, Iowa.

PASSED, APPROVED, AND ADOPTED this 16th day of May, 2024.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

AGREEMENT BETWEEN THE
CITY OF KEOKUK, IOWA

AND

CHAUFFEURS, TEAMSTERS AND
HELPERS

LOCAL UNION NO. 238

AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

GENERAL UNIT

July 1, 2024 through June 30, 2027

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>		<u>PAGE NO.</u>
	ARTICLES OF AGREEMENT	3
	RECOGNITION CLAUSE.....	4
2	UNION STEWARD	4
3	LEAVE OF ABSENCE FOR UNION BUSINESS.....	5
4	SENIORITY.....	5
5	LEAVE OF ABSENCE.....	7
6	PAYDAYS.....	7
7	HOURS OF EMPLOYMENT AND CALL IN TIME.....	7
8	HOLIDAYS	8
9	VACATIONS.....	9
10	VISITATION.....	11
11	UNION TO FURTHER THE INTEREST OF EMPLOYER...	11
12	RIGHT OF UNION TO EXAMINE PAYROLL RECORDS	11
13	SETTLEMENT OF DISPUTES.....	11
14	SICK LEAVE	14
15	WAGES.....	15
16	TIME OFF FOR FUNERALS.....	16
17	JURY PAY.....	17
18	BREAK PERIODS.....	17
19	JOINT SAFETY AND HEALTH COMMITTEE.....	18

20	PERSONAL LEAVE.....	19
21	RANDOM DRUG AND ALCOHOL TESTING.....	19
22	DURATION OF AGREEMENT.....	20

ARTICLES OF AGREEMENT

THIS AGREEMENT made this _____ day of March 14, 2024, by and between CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, and the CITY OF KEOKUK, IOWA, hereinafter referred to as the Employer.

This Agreement shall cover the following employees employed by the City of Keokuk, Iowa:

All employees of the Street Department, Sanitation Department, Sewer Maintenance Department, Garage and Mechanical Maintenance Department, Park Department and Oakland Cemetery Department, and Bridge Department, including the Working Foreman within these Departments, excluding Office and Clerical Workers and Supervisors.

ARTICLE 1

RECOGNITION CLAUSE

The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer.

The Union recognizes the employees' responsibility to cooperate with the City of Keokuk to assure maximum service to the public.

The Employer has, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in position within the Employer's operation; to suspend or discharge public employees for proper cause; to maintain the efficiency of governmental operation; to relieve public employees from duties because of lack of work or for other legitimate reasons, to determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; to take such action as maybe necessary to carry out the mission of the public Employer; to initiate, prepare, certify, and administer its budget; to exercise all powers and duties granted to the Employer by law; and to exercise its total rights as an employer, except as expressly limited herein.

Any person hired as permanent employee, shall be so employed, only on a ninety (90) calendar day probationary period, during which time he/she shall either be discharged by the Employer without further recourse, or placed on the regular seniority list, as of date of hire as a permanent employee. This shall not apply to any person employed between in the summer work program for youth; as a part of any state or federal employment program; or any person employed on a seasonal basis, No regular employees shall be laid off, as long as, any person working under the above mentioned program is employed. In the event the Employer hires a person who was part time, temporary help, or on a state or federal employment program as mentioned above, as a regular employee, that employee shall be given a seniority date as of their last date of hire from their last work period.

Example: If an employee is hired for two weeks in May and brought back in July and the City hires this employee full time, this employee's hire date will start at his July hire date. If this employee has worked for 60 calendar days before being made full time, those 60 calendar days will count toward his probationary period. He will then have 30 calendar days left to complete his probationary period. If this employee has worked for 91 calendar days, then his probationary period has been met. This is applicable, only when a permanent employee is hired, while another individual is on temporary status.

ARTICLE 2

UNION STEWARD

The Employer recognizes the right of the Union to designate a Grievance Steward and alternate to handle such Union business as may from time to time be delegated to them by the Union Executive Board.

ARTICLE 3

LEAVE OF ABSENCE FOR UNION BUSINESS

Employer agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a Labor Convention or to serve in any capacity on, any other Union official business.

The Union agrees that notification of leave of absence will be given to the City, as far in advance of the effective date, as possible.

ARTICLE 4

SENIORITY

The purpose of this Article is to protect the seniority of the employees and provide for an even distribution of necessary overtime hours, as nearly equal as possible.

Section 1

Street Department, Sanitation Department, Park Department, Oakland Cemetery Department, and Sewer Maintenance Department and Bridge Department. There shall be one (1) Master Over-all Seniority List for all employees, except the Garage and Mechanical Maintenance Department employees, covered by the Agreement in the above-mentioned Departments for the purpose of layoff and recall to employment by seniority.

Section 2

Each individual Department shall have a seniority list of all employees covered by the Agreement employed in that Department for seniority purposes.

Section 3

The Master Over-all Seniority List shall list all employees in the various departments, in accordance with their last date of hire, except the Garage and Mechanical Maintenance Department, which shall have a separate and independent seniority list.

Section 4

The opportunity for overtime hours in a Department shall be divided as nearly equal as possible among the employees within their classification. The timekeeper, or whoever is designated by the employer to do so, shall furnish the Union Steward in each Department, a list of overtime hours worked by each employee in the Department. The Steward is to make the request at the end of any three (3) month period.

Section 5

A list of the employees, arranged in the order of their Department seniority, shall be posted at each place of employment. Any controversy over the seniority standing of any employee on a seniority list shall be referred to the Employer and the Union for settlement, said settlement to be based upon the latest date of hire, in the bargaining unit of the employee in question.

Section 6

In the event, any employee in the bargaining unit accepts the position with the Employer, as a Supervisor or Manager, the employee shall maintain and continue to accrue seniority while working in the capacity of a working fore person.

Section 7

That any employee being placed into another Department will be paid at the higher wage of either their current department or the department they are being transferred to.

Section 8

The seniority list will be used when the Bridge Department requires a fill-in person. The list will begin with the most senior at the top and the least senior at the bottom. When a fill in is necessary, the City will start with the most Senior, or the person at the top of the list, and work its way down. When a person takes the assignment, they are moved to the bottom of the list and everyone moves up. Anyone refusing to take the fill in will be moved to the bottom of the list and everyone moves up. The City will make reasonable efforts to contact everyone on the list and the City will determine what constitutes a reasonable effort. If after the first round of calls no one accepts the assignment, then the person at the bottom of the list, regardless of seniority, will be required to take the assignment. As soon as the City knows a fill-in is required, it will begin calling those on the list. In the case of scheduled time off for bridge department personnel we will call five (5) working days prior to the time off.

Section 9

In the event that an employee accepts a position at a different department or entity within the City of Keokuk, the employee will have fourteen (14) calendar days to determine if they wish to remain in their new position. If the employee wishes to return to their previously held position, they must notify the Employer in writing within fourteen (14) calendar days of being placed in their new position. More than one (1) transfer per year will be subject to management's discretion.

ARTICLE 5

LEAVE OF ABSENCE

Any employee desiring a leave of absence from his employment shall secure written permission from his Employer. Any leave of absence granted will be without pay and the Union will be furnished a copy of the written leave granted. Failure to comply with this provision shall result in the complete loss of the seniority rights of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

An employee on leave of absence without pay shall not accumulate vacation or sick leave benefits, nor shall such employee be paid or receive any holiday pay or benefits.

An employee on leave of absence with pay, shall accumulate vacation and sick leave benefits and receive holiday pay, but only to the extent such employee shall have accumulated sick leave, which shall be used and reduced to cover the benefits thus granted.

The City Council may, at the request of the employee, waive by Resolution, any provision of this Article.

ARTICLE 6

PAYDAYS

All employees covered by this Agreement shall be paid every two (2) weeks. Each pay period shall end one (1) week prior to the day on which paychecks are delivered. The City may withhold up to one (1) week's pay (a period covering seven (7) calendar days) for bookkeeping and other administrative purposes, provided however, that at the termination of any employee, said employee shall be paid all compensation due to the employee, not less than fourteen (14), nor more than twenty-eight (28) days after the termination of employment.

ARTICLE 7

HOURS OF EMPLOYMENT AND CALL IN TIME

Section 1

All regular employees covered by this Agreement shall be guaranteed a forty (40) hour workweek, if they start to work Monday morning. The hours of labor shall consist of eight (8) hours per day, Monday through Friday. Time and one-half the regular rate shall be paid for all time worked in excess of eight (8) hours per day and/or over forty (40) hours in any one (1) week. Overtime shall not be paid twice for the same hours worked. Time and one-half shall also be paid for all hours worked prior to 6:00 a.m., sweeping and flushing the streets, and spraying shall be the exception to this. Sweeping, flushing and spraying will be paid twenty cents (.20) an hour differential, when shift starts before 6:00 a.m. All time worked on Sunday shall be paid for at double time.

Section 2

When it is necessary to call an employee from his home for work during any hours, in addition to his regular shift, unless said time is immediately prior to or succeeding his regular shift, he shall receive a minimum of four (4) hours pay, at the rate of time and one-half the regular rate of pay. This shall be paid in addition to his regular week's work. Double time shall be paid for such a call-in on Sunday.

Section 3

In the event, the employee is unable to report for work, such employee shall call before his or her usual time to report and give the Employer notification of not being able to report for work. Such employee may call his or her Manager at the Manager's home to give such notice.

ARTICLE 8

HOLIDAYS

Section 1

Regular recognized holidays by both parties are:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day-to be observed	Day after Thanksgiving
Last Monday of May	Christmas Day
Fourth of July	Day prior to Christmas Day

Floating Holiday

Regular full-time employees that have been employed at least six consecutive months will receive one (1) floating holiday which shall be designated the “Juneteenth” holiday. This floating holiday may be scheduled and taken at any time during the calendar year as agreed to in advance between the employee and their supervisor. This floating holiday is not carried over from year to year or eligible for payout if unused. This holiday shall refresh every July 1st for all current eligible regular full-time employees.

Section 2

Pay for all employees for each holiday listed in Section 1, not worked, or a day recognized in lieu thereof, shall be eight (8) hours at his straight time hourly rate, including those, which fall on Saturday.

All employees shall recognize the holiday as declared by the governing authorities of the City. Employees working on such a designated holiday shall receive pay at one and one-half (1 1/2) times their basic rate of pay.

Any employee who is called in to work, at any time on the holiday or a day observed as a holiday, shall be paid one and one-half (1 1/2) times his straight time hourly rate for all hours worked, with a guarantee of a minimum four (4) hours for such call-in.

Section 3

When an employee received pay for a holiday not worked, as provided in Section 2 of the Article, those hours will be considered as time worked for purposes of calculating hours in excess of forty (40) in a work week, except when such holiday falls on Saturday.

ARTICLE 9

VACATIONS

Section 1

An employee shall accumulate vacation time at a rate of .193 days for each pay period an employee is maintained on the City payroll from the date of hire. An employee shall have his or her rate of accumulation adjusted upon the employee's anniversary date, beginning the pay period after the anniversary date, as shown following:

After the first anniversary of employment, .385 days per pay period. (Two (2) weeks of five (5) days each per year).

After the fourth anniversary of employment, .577 days per pay period. (Three (3) weeks of five (5) days each per year).

After the tenth anniversary of employment, .770 days per pay period. (Four (4) weeks of five (5) days each per year).

After the seventeenth anniversary of employment, .962 days per pay period. (Five (5) weeks of five (5) days each per year).

After the twenty-fifth anniversary of employment, 1.154 days per pay period. (Six (6) weeks of five (5) days each per year).

Section 2

A week's vacation pay shall be computed by multiplying forty (40) hours by the employee's prevailing straight time hourly rate at the time of vacation. A vacation week shall consist of five (5) working days.

Section 3

All vacations shall be coordinated with the department manager; however, seniority shall prevail in the event of scheduling conflicts.

Section 4

In the event, a holiday(s) falls within an employee's vacation period, he or she shall be granted an additional day(s) off with pay in conjunction with the employee's vacation.

Section 5

When an employee shall take a vacation, the days shall be subtracted from the employee's accumulated earned vacation time under Section 1 of this Article. No employee may accumulate a vacation in excess of thirty-nine (39) times the vacation earned by said employee, during a pay period.

Section 6

All vacations shall be taken in one-week increments of five (5) consecutive workdays (Monday through Friday) unless another vacation period is approved by the employee's managers. Upon manager's approval, vacations may be taken by the hour.

Section 7

Except employees who have been employed less than one (1) year (who shall not receive any benefits), all employees, at the end or termination of their employment, for any reason, shall be paid for all vacation accumulated on the date employment ends.

ARTICLE 10

VISITATION

The Business Representative or anyone else authorized to act for the representative, shall have the privilege, by appointment, to visit the City Barn, Park Department, Cemetery Department, Bridge Department, and City Office to help enforce the rules of this Agreement and take care of any grievances that might arise. The Business Representative or anyone else authorized to act for the representative shall make a reasonable effort to contact the Department Manager and/or the Director of Public Works.

ARTICLE 11

UNION TO FURTHER THE INTEREST OF EMPLOYER

The Union agrees to do all in its power to further the interests of the Employer.

ARTICLE 12

RIGHT OF UNION TO EXAMINE PAYROLL RECORDS

The Union, or its chosen legal representative, shall have the right to examine time sheets and all other records pertaining to compensation of the payroll of any employee whose pay is in dispute, such request to be made to the City Council with twenty-four (24) hours advance notice.

ARTICLE 13

SETTLEMENT OF DISPUTES

Section 1

It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. All grievances must be filed within five (5) days of alleged infractions.

Section 2

Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort, on the part of the parties, to settle such promptly, as shown in this article.

Section 3

The following provisions are agreed upon in relation to the grievance procedure:

- a. The rights of individuals set forth in the grievance procedure are agreed Upon, in consideration that the decision rendered under this grievance procedure shall be final, and that there shall be no refusal to perform any specific duty, pending the handling of a grievance.
- b. Time limits should be strictly adhered to by both parties. Any grievance not handled within the time limits of a particular step, may be immediately presented for handling at the next succeeding step. A grievance not appealed within ten (10) days from the date it was last answered, shall be considered as settled on the basis of the last answer.
- c. Saturday, Sunday, or holiday, shall not be counted in determining the number of days in any interval mentioned in this Article.
- d. Grievances alleging contract violations of a general nature, involving more than one individual, may be presented at step Section 4 (c) of this procedure. Should the Employer choose to file a grievance, it shall be entered at step Section 4 (c) of this procedure.

Section 4

Grievances coming within the terms of this Agreement shall be promptly handled in the following manner:

- a. Within five (5) days after the occurrence of an event given rise to a grievance, the employee involved shall discuss the matter with his immediate manager, with or without a Steward being present. If the employee so desires, he should request permission from his manager to discuss the matter promptly with his department head. Such discussion should take place within twenty-four (24) hours of his discussion with his immediate manager, with or without a Steward being present.
- b. If the employee is not satisfied with the answer that he received, he shall, with or without a Steward being present, within seven (7) days after the occurrence of the incident, present the grievance in a written form to his department head, setting forth the nature of the grievance and the

contract provision involved. The department head shall answer such grievance within three (3) days after such presentation or he may refer the grievance directly to the city administrator for handling, and so notify the Steward.

c. Within three (3) days after receiving the department head's answer, if the employee is not satisfied; the grievance may be referred to the city administrator by the employee with or without the Steward being present. The city administrator or designee shall answer the grievance within three (3) days.

d. If the answer of the city administrator is not accepted, the Union, within fifteen (15) days after the date of such answer, may request that the grievance be submitted to arbitration in the following manner:

1. The Union and the Employer shall endeavor to agree upon an arbitrator. If no agreement is reached in five (5) days, then,
2. A joint letter will be mailed requesting either the Public Employment Relations Board or the Federal Mediation and Conciliation Service, to submit a list of five (5) available arbitrators from which one (1), is to be mutually selected, within five (5) days after receipt of the list.
3. If the parties are unable to agree upon one (1) of the individuals so listed, the parties shall alternately strike names from said list until only one (1) remains. The party requesting the arbitration shall strike the first name.
4. Either the Public Employment Relations Board or the Federal Mediation and Conciliation Service shall be notified and requested to appoint the agreed upon arbitrator, or in the absence of agreement, the individual whose name remains on the list, to hear the case.

Section 5

The arbitrator shall be advised of the limitation placed upon his authority by statute and by this Agreement, and that his final decision is expected within thirty (30) days after the hearing date. The agreed upon limitations are:

- a. The decision of the arbitrator shall be final and binding upon all parties to this Agreement, and any employee involved in the dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the grievance first occurred.
- b. The arbitrator shall be limited to interpreting the agreement and applying it to the particular case presented to him; he shall have no authority to add to, subtract from, disregard, or in any way, modify the terms of this Agreement or any agreement made supplementary thereto.

Section 6

The expenses and fees of the arbitrator and such other expenses, as are mutually agreed to, in advance, shall be borne equally by the parties. Each party shall pay their own cost of presentation and cost of their witnesses or the cost of securing a deposition from witnesses.

ARTICLE 14

SICK LEAVE

Section 1

Any employee incurring a sickness or disability shall receive sick leave with full pay, to the extent herein provided. Employees absent from work for 5 consecutive working days, shall provide the city with a Doctor's note. Any employee confined to a hospital or furnishing a doctor's certificate shall not be questioned about his or her sick leave. For the purposes of light duty work, the employer shall have the right to contact the employee and the employee's doctor to see if the employee is capable of performing light duty work. All employees shall be treated equally in the offering of light duty work.

Section 2

Employees shall accumulate sick leave at a rate of 3.7 hours per pay period an employee is maintained on the City payroll and shall continue to do so until the employee shall have accumulated the maximum of one thousand one hundred thirty-six (1,136) hours, 142 days, of sick leave.

The City of Keokuk agrees that employees may be paid at the employee's election, for three (3) days or twenty-four (24) hours of accumulated sick leave, for the first three (3) days the employee is off duty, due to an occupational illness or injury or to whatever extent current state of federal laws dictate, on the first days of absences, in conjunction with worker's compensation.

Section 3

Employees must promptly notify their manager of their inability to work when
s c h e d u l e d .

Section 4

Section 1 hereof notwithstanding, new permanent employees after their ninety (90) calendar day probationary period shall be advanced three (3) days of sick leave upon employment and shall not earn or accumulate additional sick leave, until they have been employed six (6) months, whereupon they shall earn and accumulate sick leave, as provided in Section 2.

Section 5

If death should occur while employed, pay out of sick leave shall be made to the surviving spouse and/or dependents living at home. All employees shall, upon regular retirement (!PERS rule currently in effect), be entitled to 100% of unused sick leave, with a maximum of seventy-one (71) days or five hundred sixty eight (568) hours or elect to use his/her accumulated sick leave up to a maximum of seventy-one (71) days or five hundred sixty eight (568) hours to purchase health insurance from the City. If election is made to use accumulated sick leave to purchase health insurance, the value of the sick leave will be calculated by dividing the employee's average compensation by the number of hours worked in a year {2,080) to calculate an hourly rate, then multiplying the hourly rate by the number of hours accrued to the employees' credit. This amount would be placed in an employee escrow account to be diminished each month by the amount of the insurance payment, and shall not accrue any interest on the escrow account. The option selected must be exercised immediately at the time of retirement without option for change afterward.

Section 6

Employee may trade three (3) sick days for one (1) vacation day, with a maximum of seven (7) vacation days per year.

ARTICLE 15

WAGES

Section 1

The following shall be the minimum rates of pay for the classifications of employment in the various departments covered by this Agreement:

For the period beginning July 1, 2024 and ending June 30, 2027:

	5.0%	5.0%	4.0%
	7/1/24	7/1/25	7/1/26
Working Foreperson/Class A Mech	\$25.81	\$27.10	\$28.18
Class A Mechanic	\$25.52	\$26.79	\$27.86
Class B Mechanic	\$24.82	\$26.06	\$27.11
Working Foreperson	\$25.25	\$26.52	\$27.58

Sanitation Maintenance	\$24.82	\$26.06	\$27.11
Sewer Maintenance	\$24.82	\$26.06	\$27.11
Street Maintenance	\$24.17	\$25.38	\$26.39
Park Maintenance	\$24.17	\$25.38	\$26.39
Cemetery Maintenance	\$24.17	\$25.38	\$26.39
Bridge Maintenance	\$24.17	\$25.38	\$26.39

A forty-cent (.40) an hour premium will be paid when operating the following equipment:

Road Grader, Snow Plow, End Loader/Pulvimixer, Back Hoe, and Street Roller. A forty-cent (.40) an hour premium will be paid in the Bridge, Parks, and Cemetery Departments when those employees are performing snow removal duties.

Any time an employee works in a higher classification, he or she, shall be paid at the wages provided in that classification.

Section 2

Each Employee covered by this agreement shall be paid as Longevity pay, the lump sum indicated below:

- After five (5) years of service...Ten (\$10.00) Dollars per pay period..... \$260.00 Annually
- After ten (10) years of service...Eighteen (\$18.00) Dollars per pay period..... \$468.00 Annually
- After fifteen (15) years of service...Twenty-nine (\$29.00) Dollars per pay period. \$754.00 Annually
- After twenty (20) years of service...Thirty-seven (\$37.00) Dollars per pay period.....\$962.00 Annually
- After twenty-five (25) years of service. Forty-five (\$45.00) Dollars per pay period.....\$1,170.00 Annually
- After thirty (30) years of service. Fifty-three (\$53.00) Dollars per pay period....\$1,378.00 Annually

Longevity shall be determined upon the anniversary of each employee's employment. If an employee should retire or quit before the Longevity is paid out, it will be pro-rated on the employee's final check.

ARTICLE 16

TIME OFF FOR FUNERALS

Section 1

Employees will be allowed three (3) days off work, with pay, as bereavement leave, in the case of a death in their immediate family. Pay for such leave shall be at the employee's straight time hourly rate for a total of twenty-four hours. The immediate family shall include spouse, father, mother, son, son-in-law, daughter, daughter-in-law, foster child, sister, sister-in-law, brother, brother-in-law, aunt, uncle, step-parent, step-children, step-brother or sister, grandparents, grandchildren, or other relatives residing in the employees' immediate household. Upon the employee's request, the city administrator may in their discretion allow one (1) day for the death of a corresponding relatives of the employee and spouse.

Section 2

It is further agreed that an employee be allowed without loss of pay two (2) hours off work to attend a funeral of another employee working under this Agreement.

Section 3

Employees taking time off to serve as pallbearers shall be allowed four (4) hours off work without loss of pay. Employees, at the manager's option, shall be allowed to take an additional four (4) hours off with pay, which shall be deducted from their vacation accrual.

ARTICLE 17

JURY PAY

The Employer agrees to pay all employees called to serve on any Jury, the difference in wages between Jury Pay and their regular earnings, due to examination, selection, and/or actual service on a Jury.

If an employee is discharged from the Jury before the workday ends, the employee must report immediately to the Employer for work. This shall be construed to mean, pay for the regular working hours of the employee selected for such jury duty.

ARTICLE 18

BREAK PERIODS

Employees will be allowed to take a twenty (20) minute break in the morning. Travel time shall not be computed as part of the employee's break. The Employer reserves the right to stagger, by departments within the Bargaining Unit, the time of taking breaks, so as to avoid congestion at any workstation. All departments shall use break sites, as in the past.

ARTICLE 19

JOINT SAFETY AND HEALTH COMMITTEE

It is the desire of the City of Keokuk and the Union, to maintain the highest standards of health and safety in employment conditions, in order to eliminate as much as reasonably practicable, accidents, death, injuries, and illness in the course of employment. To effectuate these ends, the Employer shall appoint three (3) members and the Union shall appoint two (2) members to the Joint Occupational Safety and Health committee, which shall serve as an advisory committee to the City Council. The committee shall meet at such times, as either its members, the Union or the City of Keokuk shall request, but in no case less than once during each contract year. The committee shall upon its own motion or at the request of the City of Keokuk or the Union, inspect the physical facilities, wherein or whereat persons covered by this Agreement are employed, in order to detect hazardous physical conditions or procedures related to health and safety. The Committee may recommend changes in the facilities, the use, or addition of protective equipment, protective apparel, or other devices for the elimination of health or safety hazards, including procedures related to training.

Nothing in this Article shall restrict the right of the Joint Occupational Safety and Health Committee from investigating health and safety conditions, within or relating to departments covered by this Agreement. Records of all accidents, injuries, and illness shall be maintained by the City of Keokuk and shall be available to the Committee or its members upon request. These reports shall include all reports required by the State of Iowa under Chapter 88 of the Code, or by the United States of America under Occupational Safety and Health Act of 1970, as amended. The Union shall designate one (1) of its members of the Occupational Safety and Health Committee, as the Union's representative to accompany any inspection or to participate in any investigation conducted by either the State of Iowa or the United States, under either aforementioned provisions of law. Nothing in this Article shall be deemed to waive or restrict the rights and obligations of either the City of Keokuk or the Union or any individual under either, the aforementioned provisions of law and nothing herein shall be deemed a waiver of the right of the City of Keokuk to conduct independent investigations or inspections, as required or allowed by law. No employee shall be required to perform work under hazardous conditions.

The Department Safety Committee shall meet at least four (4) times a year, in order to investigate and discuss such safety matters as accidents, injuries, illnesses, and how they can be prevented, safety procedures, unsafe practices, unsafe areas or procedures in the plant, etc. They shall also be in charge of reviewing and suggesting changes to the Employee Safety Manual. The Union members will be paid at applicable rate of pay for hours actually spent at the Committee meeting.

It is the understanding that this Committee will not replace the Joint Occupational Safety and Health Committee, but will supplement it. All reports of the Committee shall be sent to the Joint Committee for consideration and also posted on the Bulletin Board at the Department. Any disputes

between Employer and Union or any unresolved matters from the committee shall be sent to the Joint Committee for resolution.

There shall be two (2) management members of this department to the Department Safety Committee and the Union shall appoint two (2) members to serve for a one-(1) year period.

ARTICLE 20

PERSONAL LEAVE

Section 1

Each employee will be granted four (4) personal leave days with pay, per fiscal year. Personal leave days may be taken upon approval of the Department manager. After successful completion of the ninety (90) calendar day probationary period a new employee hired between July and September will be granted four (4) days personal leave; if hired between October and December they will be granted three (3) personal leave days and if hired between January and March will be granted two (2) personal leave days to be taken before the end of the fiscal year. Personal leave shall not be carried over beyond the end of the fiscal year ending June 30th of each year.

Section 2.

Each employee covered by this agreement shall be given his or her birthday as an additional day off with pay. If an employee's birthday falls on a day the employee is not scheduled to work, or on a Holiday, then the employee shall be granted the next available day as designated by the Department Manager.

ARTICLE 21

RANDOM DRUG AND ALCOHOL TESTING

The Employer will provide for mandatory random drug and alcohol testing for all employees who maintain a valid commercial driver's license in accordance with the Federal Omnibus Transportation Employee Testing Act of 1991 as amended.

City shall conduct Drug and alcohol testing, including Random testing pursuant to state and federal law.

Article 22
DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from July 1, 2024 through and including June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, A.D. 2024.

THE CITY OF KEOKUK, IOWA

TEAMSTERS LOCAL UNION 238

By: _____
Mayor

By: _____
Business Agent

Attest: _____
City Clerk

By: _____

By: _____
City Administrator

By: _____

AGREEMENT BETWEEN THE

CITY OF KEOKUK, IOWA

AND

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION NO. 238

AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

(WATER POLLUTION CONTROL PLANT)

JULY 1, 2024 THROUGH JUNE 30, 2027

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>		<u>PAGE NUMBER</u>
	Articles of Agreement.....	1
1	<i>Recognition Clause</i>	2
2	<i>Union Steward</i>	2
3	<i>Leave of Absence for Union Business</i>	2
4	<i>Seniority</i>	3
5	<i>Leave of Absence</i>	4
6	<i>Pay Days</i>	4
7	<i>Hours of Employment and Call in Time</i>	5
8	<i>Holidays</i>	6
9	<i>Vacations</i>	7
10	<i>Visitation</i>	8
11	<i>Settlement of Disputes</i>	8
12	<i>Sick Leave</i>	10
13	<i>Wages</i>	12
14	<i>Commercial Drivers License</i>	13
15	<i>Time Off for Funerals</i>	13
16	<i>Jury Pay</i>	14
17	<i>Joint Occupational Safety and Health Committee</i>	14
18	<i>Random Drug and Alcohol Testing</i>	15
19	<i>Effective Date and Duration of Agreement</i>	15

ARTICLES OF AGREEMENT

THIS AGREEMENT made this ___ day of March, 2024, by and between CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, affiliated with the International Brotherhood of Teamsters, hereinafter, referred to as the Union, and the CITY OF KEOKUK, IOWA, hereinafter, referred to as the Employer.

This agreement shall cover the following employees employed by the City of Keokuk, Iowa:

All employees of the Water Pollution Control Plant of the City of Keokuk, Iowa, with the exception of the following: all office clerical employees, professional employees, supervisors and others excluded by Section 4 of the Public Employment Relations Act, Chapter 20, Code of Iowa.

ARTICLE 1

RECOGNITION CLAUSE

The Union shall be the sole representative, of all classifications of employees, covered by this Agreement in collective bargaining with the Employer.

The Union recognizes the employees' responsibility, to cooperate with the City of Keokuk, to assure maximum service to the public.

The Employer has, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in position within the Employer's operation; to suspend or discharge public employees for proper cause; to maintain the efficiency of governmental operation; to relieve public employees from duties because of lack of work or for other legitimate reasons, to determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; to take such action, as may be necessary, to carry out the mission of the public Employer; to initiate, prepare, certify, and administer its budget; to exercise all powers and duties granted to the Employer by law; and to exercise its total rights as an employer, except as expressly limited herein.

Any person, newly employed, shall be so employed, only on, a one hundred eighty (180)-calendar day, trial basis, during which time; he shall either be discharged by the Employer without further recourse or placed on the regular seniority list, as of date of hire. The one hundred eighty (180) day trial basis may be shortened, at any time, after the first ninety (90) days, by agreement of the City and the Union. This shall not apply, to any person, newly employed in the summer work program for youth; as a part of any state or federal employment program; or any person employed on a seasonable basis, provided that such employment shall be limited to a period of ninety-two (92) working days. No regular employees shall be laid off, as long as, any person working under the above mentioned program is employed. In the event, the Employer hires a person who was part time, temporary help, or on a state or federal employment program, as mentioned above, as a regular employee, that employee shall be given a seniority date, one day later than the last regular employee hired. This is applicable, only when a permanent employee is hired, while another individual is on temporary status.

ARTICLE 2

UNION STEWARD

The Employer recognizes the right of the Union to designate a Grievance Steward and alternate, to handle such Union business, as may from time to time, and be delegated to them by the Union Executive Board.

ARTICLE 3

LEAVE OF ABSENCE FOR UNION BUSINESS

Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a Labor Convention or to serve in any capacity, on any other Union official business.

The Union agrees that notification of leave of absence will be given to the City, as far in advance of the effective date, as possible.

ARTICLE 4

SENIORITY

The purpose of this Article is to protect the seniority of the employees and seniority shall prevail, at all times.

Section 1.

Seniority shall mean, the priority attained, as the result of an employee's length of service with the Employer and shall commence, on the date of employment and become applicable immediately following completion of the probationary period.

Section 2.

An employee shall lose seniority rights upon:

- a. Resignation
- b. Discharge
- c. Layoff for a period longer than one (1) year
- d. Failing to report for work within ten (10) days after written notice of recall by United States certified mail, with return receipt requested, to his last known address.
- e. Retirement

Section 3.

There shall be a master seniority list covering all employees in the bargaining unit, showing the name, classification, and date of hire of the employee. The purpose of this master list shall be for layoff and recall to employment by seniority and for new jobs or vacancies, subject to the provisions set out hereinafter.

Section 4.

The opportunity for overtime hours in the bargaining unit shall be divided, as nearly equal, as possible, between the employees within their classification.

Section 5.

A list of the employees, arranged in the order of their seniority, shall be posted at the Treatment Plant. Any controversy over the seniority standing of any employee, on a seniority list, shall be referred to the Employer and the Union for settlement, said settlement to be based upon the latest date of hire, in the bargaining unit, of the employee in question.

Section 6.

In the event, any employee in the bargaining unit accepts the position with the Employer, as a working foreman or Manager, the employee shall maintain and continue to accrue seniority, while working in the capacity of a working foreman or Manager.

Section 7.

Any employee covered by this Agreement, who is hired and worked for the City of Keokuk, in any capacity, shall be given a seniority date, as of their last date of hire, in the unit and shall retain all other accumulated benefits, in their former position for the City. (Accumulated benefits to be identified as vacation, sick leave, IPERS, etc.).

Section 8.

In the event that an employee accepts a position at a different department or entity within the City of Keokuk, the employee will have fourteen (14) calendar days to determine if they wish to remain in their new position. If the employee wishes to return to their previous held position, they must notify the Employer in writing within fourteen (14) calendar days of being placed in their new position. More than one (1) transfer per year will be subject to management's discretion.

ARTICLE 5

LEAVE OF ABSENCE

Any employee desiring a leave of absence from his employment shall secure written permission from his Employer. Any leave of absence granted, will be without pay and the union will be furnished a copy of the written leave granted. Failure to comply with this provision shall result in the complete loss of the seniority rights of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

An employee on leave of absence without pay, shall not accumulate vacation or sick leave benefits, nor shall such employee be paid or receive any holiday pay, health or other benefits. An employee on leave of absence with pay shall accumulate vacation and sick leave benefits and receive holiday pay, but only to the extent such employee shall have accumulated sick leave, which shall be used and reduced to cover the benefits thus granted.

The City Council may, at the request of the employee, waive by Resolution, any provision of this Article.

ARTICLE 6

PAYDAYS

All employees covered by this Agreement, shall be paid every two weeks. At the termination of any employee, said employee shall be paid all compensation due to the employee, not less than fourteen (14) days nor more than twenty-eight (28) days, after the termination of employment. The City may withhold pay for a period up to seven (7) calendar days for bookkeeping and other administrative purposes provided, however, pay might be withheld, in the case of operators, up to ten (10) calendar days.

ARTICLE 7

HOURS OF EMPLOYMENT AND CALL IN TIME

Section 1.

The workweek for employees shall consist of five (5), eight (8) hour days. Employees shall have a guaranteed workweek of five (5) days, Monday through Friday, for a guaranteed forty (40) hour workweek, except for Treatment Plant Operators, who are guaranteed, a forty (40) hour, paid workweek. The employee shall be paid, one and one-half (1-1/2) times the hourly rate for all hours worked over eight (8) hours, in a one (1) day period and a one (1) day period shall be defined, as a twenty-four (24) hour period, commencing at the beginning of the employee's work day, an employee shall be paid one and one-half (1-1/2) times the hourly rate, for all hours worked over forty (40) hour worked in the work week In addition, an employee shall be paid one and one-half (1-1/2) times the hourly rate, for all hours worked on the employee's scheduled day off or the applicable rate of pay for that day. Overtime shall not be paid twice for the same hours worked.

Section 2.

When it is necessary to call an employee from his home for work during any hours, in addition to his regular shift, unless said time is immediately prior to or succeeding his regular shift, he shall receive a minimum of four (4) hours pay, at the rate of time and one-half (1/2) the regular rate of pay. This shall be paid in addition to his regular week's work. Double time shall be paid, if the employee is called in on his second consecutive day off.

Section 3.

Treatment Plant Operators shall be paid, one and one-half (1-1/2) times the hourly rate of pay, for any work done on their first day off or sixth day and two (2) times their hourly rate of pay, for any work done on their second consecutive day off or their seventh day. All other employees shall be paid, one and one-half (1-1/2) times their regular rate of pay, for Saturday work and double time, shall be paid for Sunday work.

Section 4.

The work week for employees working the plant operation, except sludge handling, shall be from

Wednesday, at 11:00 p.m. to the following Wednesday at 11:00 p.m. and the shifts at the Treatment Plant shall be from 7:00 a.m. to 3:00 p.m., from 3:00 p.m. to 11:00 p.m., and from 11:00 p.m. to 7:00

a.m. All employees shall have paid lunch period and said lunch period shall be taken on the job. Employees working in the sludge handling function will generally work the schedule described in Section 1. The employer shall have the right to issue a work schedule and make changes in said schedule, in emergency or unusual situations or to switch employees between the sludge handling function and other plant operation function, as required. Any such changes in work schedules are not to preclude payment of overtime, in accordance with other provisions of this agreement.

Section 5.

There shall be a shift differential pay as follows: the 3:00 p.m. to 11:00 p.m. shift, twenty-five (25) cents per hour, the 11:00 p.m. to 7:00 am shift, and forty-five (45) cents per hour. Shift differential shall not be subject to any multiplier, due to an employee working overtime.

ARTICLE 8

HOLIDAYS

Section 1. Regular recognized holidays by both parties are:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Memorial Day - to be	Christmas Day
Observed the last Monday of May	Day prior to
Christmas	

Regular full-time employees that have been employed at least six consecutive months will receive one (1) floating holiday which shall be designated the "Juneteenth" holiday. This floating holiday may be scheduled and taken at any time during the calendar year as agreed to in advance between the employee and their supervisor. This floating holiday is not carried over from year to year or eligible for payout if unused. This holiday shall refresh every July 1st for all current eligible regular full-time employees.

Section 2.

Pay for all employees for each holiday listed in Section 1, not worked, or a day recognized in lieu thereof, shall be eight (8) hours at his straight time hourly rate, including those, which fall on Saturday.

Pay for any time actually worked by any employee on a holiday or a day recognized in lieu thereof, shall be two and one-half (2-1 /2) times his straight time hourly rate. Treatment Plant Operators shall be paid for the day, upon which the holiday actually falls.

Any employee who is called in to work, at any time on the holiday or a day observed as a holiday, shall be paid two and one-half (2-1/2) times his straight time hourly rate for all hours worked, with a guarantee of a minimum four (4) hours for such call-in. Treatment Plant Operators shall be paid, for the day upon which the holiday actually falls.

Section 3.

When an employee received pay for a holiday not worked, as provided in Section 2 of the Article, those hours will be considered as time worked for purposes of calculating hours in excess of forty (40) in a work week, except when such holiday falls on Saturday.

Section 4.

Each employee will be granted four (4) personal leave days per fiscal year. Personal leave days may be taken upon approval of the Department manager. After successful completion of the ninety (90) working day probationary period a new employee hired between July and September will be granted four (4) days personal leave; if hired between October and December they will be granted three (3) personal leave days and if hired between January and March they will be granted two (2) personal leave days and if hired between April and June they will be granted one (1) personal leave day to be taken before the end of the fiscal year. Personal leave shall not be carried over beyond the end of the fiscal year ending JW1e 30¹ of each year.

Section 5.

Each employee covered by this agreement shall be given his or her birthday as an additional day off with pay. This additional day off may be used on any day during the calendar week containing the employee's birthday.

ARTICLE9

VACATIONS

Section 1.

An employee shall accumulate vacation time, at a rate of .193 days for each pay period an employee is maintained on the City payroll, from the date of hire. An employee shall have his or her rate of accumulation adjusted, upon the employee's anniversary date, beginning the pay period after the anniversary date, as shown below:

After the first anniversary of employment, .385 days per pay period. (2 weeks of 5 days each per year).

After the fourth anniversary of employment, .577 days per pay period. (3 weeks of 5 days each per year).

After the tenth anniversary of employment, .770 days per pay period. (4 weeks of 5 days each per year).

After the seventeenth anniversary of employment, .962 days per pay period. (5 weeks of 5 days each per year).

After the twenty-fifth anniversary of employment, 1.154 days per pay period. (6 weeks of 5 days each per year).

Section 2.

A week's vacation pay shall be computed by multiplying forty (40) hours by the employee's prevailing straight time hourly rate at the time of vacation. A vacation week shall consist of five (5) working days. Upon manager's approval, vacations may be taken by the hour, except that there will be a 4 hour minimum.

Section 3.

All vacations shall be coordinated with the Plant Superintendent; however, seniority shall prevail in the event of scheduling conflicts.

Section 4.

In the event a holiday(s) falls within an employee's vacation period, he, or she shall be granted an additional day(s) off with pay, in conjunction with the employee's vacation.

Section 5.

When an employee shall take a vacation, the days shall be subtracted from the employee's accumulated earned vacation time, under Section 1 of this Article. No employee may accumulate a vacation, in excess of thirty-nine (39) times the vacation earned by said employee, during a pay period. All employees shall take vacations in five (5) consecutive workday increments, unless otherwise approved by their supervisor.

Section 6.

Except employees who have been employed less than one (1) year (who shall not receive any benefits), all employees, at the end or termination of their employment for any reason, shall be paid for all vacation accumulated on the date employment ends.

ARTICLE 10

VISITATION

The Business Representative or anyone else authorized to act for the representative, shall have the privilege to visit the Wastewater Plant and City office to help enforce the rules of this Agreement and take care of any grievances that might arise. The Business Representative or anyone else authorized to act for the representative shall make a reasonable effort to contact

the Plant Superintendent and/or the Director of Public Works.

ARTICLE 11

SETTLEMENT OF DISPUTES

Section 1.

It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement, shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. All grievances must be filed within five (5) days of alleged infractions.

Section 2.

Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties, to settle such, promptly, as shown in this Article.

Section 3.

The following provisions are agreed upon in relation to the grievance procedure:

a. The rights of individuals set forth in the grievance procedure are agreed upon, in consideration that the decision rendered under this grievance procedure shall be final and that there shall be no refusal to perform any specific duty, pending the handling of a grievance.

b. Time limits should be strictly adhered to by both parties. Any grievance not handled within the time limits of a particular step, may be immediately presented for handling at the next succeeding step. A grievance not appealed within ten (10) days from the date it was last answered, shall be considered as settled, on the basis of the last answer.

c. In determining the number of days in any interval mentioned in this article, calendar days are used. Last day falling on Saturday, Sunday, or holiday, shall be moved to first working day.

d. Grievances, alleging contract violations of a general nature, involving more than one individual, may be presented at Section 4 (c) of this procedure. Should the Employer choose to file a grievance, it shall be entered at Section 4 (c) of this procedure.

Section 4.

Grievances coming within the terms of this Agreement shall be promptly handled in the following manner:

a. Within five (5) days after the occurrence of an event given rise to a grievance, the employee involved shall discuss the matter with his immediate supervisor, with or without a Union member or the Union Business Agent being present. If the employee so desires, he should request permission from his supervisor to discuss the matter promptly with his department head. Such discussion should take place within 24 hours of his discussion with his immediate superior, with or without a Union member or the Union Business Agent present.

b. If the employee is not satisfied with the answer that he received, he shall, with or without a Union member or the Union Business Agent being present, within five (5) days after the occurrence of the incident, present the grievance in a written form to his department head, setting forth the nature of the grievance and the contract provision involved. The department head shall answer such grievance within five (5) days after such presentation or he may refer the grievance directly to the City Administrator for handling, and so notify the employee and Union Business Agent.

c. Within five (5) days after receiving the department head's answer, if the employee is not satisfied, the grievance may be referred to the City Administrator by the employee with or without grievance within five (5) days.

d. If the answer of the City Administrator is not accepted, the Union, within fifteen (15) days after the date of such answer, may request that the grievance be submitted to arbitration in the following manner:

1. The Union and the Employer shall endeavor to agree upon an arbitrator. If no agreement is reached in five (5) days, then,

2. A joint letter will be mailed requesting either the Public Employment Relations Board or the Federal Mediation and Conciliation Service to submit a list of five (5) available arbitrators, from which one (1) is to be mutually selected within five (5) days after receipt of this list.

3. If the parties are unable to agree upon one (1) of the individuals so listed, the parties shall alternately strike names from said list, until only one (1) remains. The party requesting the arbitration shall strike the first name.

4. Either the Public Employment Relations Board or the Federal Mediation and Conciliation Service shall be notified and requested to appoint the agreed upon arbitrator, or in the absence of agreement, the individual whose name remains on the list, to hear the case.

Section 5.

The arbitrator shall be advised of the limitation placed upon his authority by statute and by this Agreement and that his final decision is expected within thirty (30) days after the hearing date. The agreed upon limitations are:

a. The decision of the arbitrator shall be final and binding upon all parties to this Agreement and any employee involved in the dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date, on which the grievance first occurred.

b. The arbitrator shall be limited to interpreting the agreement and applying it to the particular case presented to him; he shall have no authority to add to, subtract from, disregard, or, in any way, modify the terms of this Agreement or any agreement made supplementary thereto.

Section 6.

The expenses and fees of the arbitrator and such other expenses as are mutually agreed to in advance, shall be borne equally by the parties. Each party shall pay their own cost of presentation and cost of their witnesses or the cost of securing a deposition from witnesses.

ARTICLE 12

SICK LEAVE

Section 1.

Any employee incurring a sickness or disability shall receive sick leave with full pay to the extent herein provided. The City may send a representative to the employee's home to verify the cause of absence. Any employee confined to a hospital or furnishing a doctor's certificate shall not be questioned about his or her sick leave. For the purposes of light duty work, the employer shall have the right to contact the employee and the employee's doctor to see if the employee is capable of performing light duty work. All employees shall be treated equally in the offering of light duty work.

The City shall have the right to request a doctor's statement in support of such sick leave after three (3) sick days.

Section 2.

Employees shall accumulate sick leave at a rate of 3.7 hours per pay period, as long as an employee is maintained on the City payroll and shall continue to do so, until the employee shall have accumulated the maximum of one thousand one hundred thirty-six (1,136) hours, 142 days, of sick leave.

The City of Keokuk agrees that employees may be paid, at the employee's election, for three (3) days or twenty-four (24) hours of accumulated sick leave for the first three (3) days the employee is off duty, due to an occupational illness or injury or to whatever extent current state or federal laws dictate, on the first days of absences in conjunction with worker's compensation.

Section 3.

Employees must promptly notify their superior of their inability to work when scheduled.

Section 4.

Section 1, hereof notwithstanding, new employees shall be advanced six (6) days of sick leave upon employment and shall not earn or accumulate additional sick leave until they have been employed six (6) months, whereupon they shall earn and accumulate sick leave as provided in Section 2.

Section 5.

If death should occur while employed, pay out of sick leave shall be made to the surviving spouse and/or dependents living at home. All employees shall, upon regular retirement (IPERS rule currently in effect), be entitled to 100% of unused sick leave, with a maximum of seventy-one (71) days or five hundred sixty-eight (568) hours or elect to use his/her accumulated sick leave up to a maximum of seventy-one (71) days or five hundred sixty-eight (568) hours to purchase health insurance from the City. If election is made to use accumulated sick leave to purchase health insurance, the value of the sick leave will be calculated by dividing the employee's average compensation by the number of hours worked in a year (2,080) to calculate an hourly rate, then multiplying the hourly rate by the number of hours accrued to the employees' credit. This amount would be placed in an employee escrow account to be diminished each month by the amount of the insurance payment, and shall not accrue any interest on the escrow account. The option selected must be exercised immediately at the time of retirement without option for change afterward.

Section 6.

Employees may convert three (3) days sick leave for one (1) day of vacation pay with maximum of seven (7) days in one year converted.

ARTICLE 13

WAGES

Section 1.

The following shall be the minimum hourly rates of pay for the classifications of employment, in the various departments covered by this Agreement:

A. For the period beginning July 1, 2020 and ending June 30,

2024. TREATMENT PLANT OPERATORS

		7/1/2024	7/1/2025	7/1/2026	
		5.00%	5.00%	4.00%	
TRAINEE		\$22.76	\$23.90	\$24.86	
GRADE I OPERATOR		\$23.68	\$24.86	\$25.86	
GRADE II OPERATOR		\$27.16	\$28.52	\$29.66	
GRADE III OPERATOR		\$28.20	\$29.61	\$30.80	

GRADE IV OPERATOR		\$29.04	\$30.50	\$31.71	
PLANT MAINTENANCE		\$28.20	\$29.61	\$30.80	

Section 2

Each employee covered by this agreement shall be paid as Longevity pay, the lump sum indicated below:

After five (5) years of service.... (Ten (\$10.00) Dollars per pay period\$ 260.00
 After ten (10) years of service... (Eighteen (\$18.00) Dollars per pay period.....\$ 468.00
 After fifteen (15) years of service... (Twenty-Nine (\$29.00) Dollars per pay period ...\$ 754.00
 After twenty (20) years of service... (Thirty-Seven (\$37.00) Dollars per pay period...\$ 962.00
 After twenty-five (25) years of service... Forty-Five (\$45.00) Dollars per pay
 period\$1,170.00 After thirty (30) years of service...Fifty-Three (\$53.00) Dollars per pay
 period.....\$1,378.00

Longevity shall be determined upon the anniversary of each employee's employment. If an employee should retire or quit before the Longevity is paid out, it will be pro-rated on the employee's final check.

Section 3.

Receipt of Grade I, II, III and IV operator wages will occur only when the Waste Water Treatment Superintendent had determined that an employee's performance is satisfactory. In addition, the employee must hold a Grade I license for Grade I classification pay, a Grade II license for Grade II classification pay, a Grade III license for Grade III classification pay and a Grade IV license for Grade IV classification pay.

Section 4.

Any time an employee works in a higher classification, he shall be paid the rates provided for in that classification, however, a trainee operator shall not receive pay in a higher classification, until he/she successfully obtains a Class I State License and is approved by the Waste Water Treatment Superintendent for a Grade I pay classification.

Section 5.

The employer may establish trainee wage classifications in other positions and the trainee hourly rate shall be negotiated at that time.

Section 6.

A Memorandum of Understanding exists between the City and Union regarding the

implementation of the use of cell phones.

ARTICLE 14

COMMERCIAL DRIVER'S LICENSE

All employees covered by this agreement shall hold a Commercial Driver's License. The City will pay for the first Commercial Driver's License and thereafter will pay the difference between a regular license and a Commercial Driver's License.

ARTICLE 15

TIME OFF FOR FUNERALS

Section 1.

Employees will be allowed three (3) days off work, with pay, as bereavement leave, in the case of a death in their immediate family. Pay for such leave shall be at the employee's straight time hourly rate for a total of twenty-four hours. The immediate family shall include spouse, father, mother, son, son-in-law, daughter, daughter-in-law, foster child, sister, sister-in-law, brother, brother-in-law, aunt, uncle, stepparent, step-children, step-brother or sister, grandparents, grandchildren, or other relatives residing in the employees' immediate household. Upon the employee's request, the city administrator may in his discretion allow one (1) day for the death of a corresponding relative of the employee and spouse.

Section 2.

It is further agreed that an employee be allowed without loss of pay two (2) hours off work to attend a funeral of another employee working under this Agreement.

Section 3.

Employees taking time off work to serve as pallbearers shall be allowed four (4) hours off work without loss of pay. Employees, at the manager's option, shall be allowed to take an additional four (4) hours off, which shall be deducted from their vacation accrual.

ARTICLE 16

JURY PAY

The employer agrees to pay all employees called to serve on any Jury, the difference in

wages between Jury Pay and their regular earnings, due to examination, selection, and/or actual service on a Jury. If an employee is not selected for Jury duty, the employee must report for the remainder of the shift.

ARTICLE 17

JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

It is the desire of the City of Keokuk and the Union, to maintain the highest standards of health and safety in employment conditions, in order to eliminate as much as reasonably practicable, accidents, death, injuries, and illness in the course of employment. To effectuate these *ends*, the Employer shall appoint three (3) members and the Union shall appoint two (2) members to the Joint Occupational Safety and Health Committee, which shall serve as an advisory committee to the City Council. The committee shall meet at such times, as either its members, the Union or the City of Keokuk shall request, but in no case less than once during each contract year. The committee shall, upon its own motion or at the request of the City of Keokuk or the Union, inspect the physical facilities, wherein or whereat persons covered by this Agreement are employed, in order to detect hazardous physical conditions or procedures related to health and safety. The Committee may recommend changes in the facilities, the use, or addition of protective equipment, protective apparel, or other devices for the elimination of health or safety hazards, including procedures related to training. Nothing in this Article shall restrict the right of the Joint Occupational Safety and Health Committee from investigating health and safety conditions, within or relating to departments covered by this Agreement. Records of all accidents, injuries, and illness shall be maintained by the City of Keokuk and shall be available to the Committee or its members upon request. These reports shall include all reports required by the State of Iowa under Chapter 88 of the Code, or by the United States of America under Occupational Safety and Health Act of 1970, as amended. The Union shall designate one (1) of its members of the Occupational Safety and Health Committee, as the Union's representative to accompany any inspection or to participate in any investigation conducted by, either the State of Iowa or the United States, under either aforementioned provisions of law. Nothing in this Article shall be deemed to waive or restrict the rights and obligations of either the City of Keokuk or the Union or any individual under either, the aforementioned provisions of law and nothing herein shall be deemed a waiver of the right of the City of Keokuk to conduct independent investigations or inspections, as required or allowed by law. The Department Safety Committee shall meet at least four (4) times a year, in order to investigate and discuss such safety matters as accidents, injuries, illnesses, and how they can be prevented, safety procedures, unsafe practices, unsafe areas or procedures in the plant, etc. They shall also be in charge of reviewing and suggesting changes to the Employee Safety Manual. The Union members will be paid at applicable rate of pay for hours actually spent at the Committee meeting.

It is the understanding that this Committee will not replace the Joint Occupational Safety and Health Committee, but will supplement it. All reports of the Committee shall be sent to the Joint Committee for consideration and also posted on the Bulletin Board at the Department. Any disputes between Employer and Union or any unresolved matters from the committee shall be sent to the Joint Committee for resolution.

There shall be two (2) management members of this department to the Department Safety Committee, and the Union shall appoint two (2) members to serve for a one• (1) year period.

ARTICLE18

RANDOM DRUG AND ALCOHOL TESTING

The City shall conduct drug and alcohol testing, including random testing, pursuant to state and federal laws.

ARTICLE 19

EFFECTIVE DATE AND DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from July 1, 2024, through and including June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2024.

Any supplement mutually agreed to thereafter shall become a part of this Agreement.

CITY OF KEOKUK

TEAMSTERS LOCAL 238

By: _____

By _____

Mayor

Business Agent

Attest: _____

By: _____

City Clerk

By: _____

By: _____

City Administrator

CITY OF KEOKUK

AND

KEOKUK POLICE BARGAINING UNIT

CONTRACT

JULY 1, 2024

TO

JUNE 30, 2027

TABLE OF CONTENTS

ARTICLE NO.		PAGE NO.
1	ARTICLES OF AGREEMENT	3
2	RECOGNITION CLAUSE	3
3	RATE OF PAY	3
4	SUPPLEMENTAL TIME PROVISIONS	4
5	CIVIL SERVICE SENIORITY	6
6	VACATIONS	7
7	SICK LEAVE	8
8	FUNERALS	9
9	LEAVE OF ABSENCE	10
10	GRIEVANCE PROCEDURES	10
11	UNIFORM AND MAINTENANCE ALLOW.	12
12	GROUP LIFE AND HEALTH INSURANCE	13
13	LONGEVITY PAY	13
14	HOLIDAYS	14
15	MILEAGE	15
16	CLASSES OF PATROLMEN	15
17	JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE	15
18	VESTED RETIREMENT	16
19	PHYSICAL FITNESS	16
20	PERSONAL LEAVE	17
21	DEFINITION OF YEAR	17
22	DURATION OF AGREEMENT	17

ARTICLE 1
ARTICLES OF AGREEMENT

It is the intent and purpose of this Agreement to promote and ensure a spirit of confidence and cooperation between the City of Keokuk, Iowa and the members of the Keokuk Police Bargaining Unit, hereinafter referred to as "Unit", and the City of Keokuk, hereinafter referred to as "City". Any article of this Agreement, paragraph, or part thereof, in conflict with the Civil Service laws, the regulations of the State of Iowa governing Police Department, or the Iowa Public Employment Relations Act shall be void and of no force and effect.

ARTICLE 2
RECOGNITION CLAUSE

The Keokuk Police Bargaining Unit is hereby recognized as the sole certified collective bargaining agent under the Public Employment Relations Act (Chapter 20 of the Code of Iowa) for all 1st, 2nd, and 3rd Class Police Officers and Detectives. (all patrol officers or any civil employees of the Police Department except as excluded below).

It is hereby specifically agreed that the Keokuk Police Bargaining Unit does not represent the Chief of Police, Assistant Chief, Captains and Sergeants, confidential civil personnel, janitors or police administrators.

The parties further agree this Agreement does not cover or include by its terms part-time or temporary employees of the Police Department.

ARTICLE 3
RATE OF PAY

Beginning **July 1, 2024, through June 30, 2027**, pay in each classification shall be as follows:

POLICE	7/1/2024 5.0%	7/1/2025 5.0%	7/1/2026 4.0%
PATROLMAN 1st CLASS	\$29.64	\$31.12	\$32.37
PATROLMAN 2nd CLASS	\$27.63	\$29.01	\$30.17
PATROLMAN 3rd CLASS	\$24.29	\$25.50	\$26.52
DETECTIVES	\$30.88	\$32.42	\$33.72

Section 2

Detectives covered by this agreement shall be paid every two (2) weeks. Each pay

period shall end on Saturday with paychecks to be issued the following Friday. At the termination of any employee, said employee shall be paid all compensation due to the employee, not less than fourteen (14), nor more than twenty-eight (28) days after the termination of employment.

Section 3

Civil Service employees shall be paid every other Friday. An employee's base pay shall be equal to 1/26 of the annual salary, as adjusted for longevity, as provided in Article 16, and as further adjusted under Article 6.

At the termination of an employee, said employee shall be paid all compensation due to the employee, not less than fourteen (14), nor more than twenty-eight (28) days after the termination of employment.

Section 4

The City agrees that all Detectives of the City are guaranteed in a seven (7) day work cycle, forty (40) hours of work time or compensation for at least a total of forty (40) hours during each seven (7) day work cycle.

Section 5

Civil Service employees working 12-hour shifts shall be paid a shift differential of thirty-five (\$.35) cents an hour for working the seven p.m. to seven a.m. (7:00 P.M. to 7:00 A.M.) shift. In the event work schedules are changed to eight (8) hour shifts, a shift differential of thirty (five (\$.35) cents per hour shall be paid for all employees working the midnight to eight a.m. (12:00 a.m. to 8:00 a.m.) shift. A shift differential of twenty (five (\$.25) cents per hour shall be paid for all employees working a swing shift schedule. A shift differential of twenty (five (\$.25) cents per hour shall be paid for all employees working the four p.m. to midnight (4:00 p.m. to 12:00 a.m.) shift. This provision includes shift differential inclusion for calculating all paid hours, overtime and all paid leaves.

ARTICLE 4 **SUPPLEMENTAL TIME PROVISIONS**

Section 1

When a member of the Police Department is required to perform extra duty in addition to his regular shift, immediately prior to, or immediately following his regular shift, provided such overtime is authorized by his Shift Commander or the Chief of Police, he shall receive overtime pay for the time worked, at the rate provided in Section 4 of this Article; and if such overtime exceeds two (2) hours, the Officer shall receive a minimum of four (4) hours pay.

Section 2

In the event members of the Police Department, at the discretion of the Chief of Police, are required to attend training sessions or departmental meetings, they can receive one and one-half (1 1/2) hours off regular duty for each hour of attendance at such training session or departmental meeting unless the training session or departmental meeting is held during the member's regular

duty hours. The provisions of this Section do not apply to out of town schooling or training exceeding a twenty- five (25) mile radius.

Section 3

In lieu of overtime pay as provided above, compensatory time may be taken at the option of the Officer or civilian employee, subject to regulations by the Chief of Police, based upon manpower requirements, first request or other just cause or reason. Compensatory time shall be equitably administered by the Chief. No Officer may accumulate more than ninety-six (96) hours of compensation time. Time off shall be prearranged at least 48 hours prior to the time off taken and shall be subject to the normal operating requirements of the Police Department, as directed by the Chief of Police.

Section 4

Base pay shall be the employee's hourly rate under Article 5, plus adjustments for longevity under Article 15. Overtime shall be computed as one and one-half (1 1/2) times base pay. However, an Officer shall still receive shift differential at the appropriate rate for working overtime just not at a time and a half rate.

Section 5

Any off duty employee whose attendance is required after service of a valid Iowa subpoena, including on orders of the County Attorney, City Attorney, or Chief of Police, at any deposition, or proceeding in either Magistrate Court or District Court, shall be entitled to a minimum of four hours base pay for said Court appearance and Court time.

Any court proceeding as already mentioned above which is cancelled less than 24 hours in advance of said time shall entitle subpoenaed employee to two hours court pay. Any employee who claims more than four (4) hours minimum shall submit in writing to the Chief of Police, the verified statements of the hours actually spent in attendance at a deposition or Court Proceeding. The above section does not apply to personal Court actions and non-duty related attendances.

Section 6

The call-in minimum shall be four (4) hours. Mandatory schooling shall be reimbursed at the employee's option with either compensatory time off, as limited in Section 3, or overtime pay as described in Section 4 hereof.

Section 7

Any officer placed on stand-by alert under the Rules of the Department shall receive payment for each hour which the officer is required to remain on such status at a rate of one-half (1/2) times the Officer's base pay as defined in Section 4 above.

Section 8

Notwithstanding any other provision of this Agreement, Detectives covered by this Agreement shall be compensated with overtime for every hour worked over forty (40) hours

in a seven (7) day period and civil service employees shall be paid overtime for every hour worked over eighty-four(84) hours in an fourteen (14) day work cycle, provided however, that nothing in this Agreement shall be construed as, requiring the City to pay overtime more than once for any cause under this Article, or any other Article.

Section 9

The Employer agrees to pay all employees called to serve on any Jury. If an employee is discharged from the Jury before the work day ends, he must report immediately to the Employer for work. This shall be construed to mean, pay for the regular working hours of the employee selected for such jury duty. Any jury pay received while on duty will be returned to the City when received.

Section 10

Each employee assigned to be used as a Field Training Officer (FTO) shall receive 3% over his/her normal wage for all hours serving as an FTO while training.

ARTICLE 5 **CIVIL SERVICE SENIORITY**

Section 1

Seniority among the members of the Keokuk Police Department shall be determined pursuant to Section 400.12 of the Code of Iowa. In the event that a layoff should occur in the Keokuk Police Department, said reduction in employees shall be pursuant to Section 400.28 of the Code of Iowa. Computation of sick leave and longevity pay shall be pursuant to seniority as herein defined.

Section 2

If a vacancy on a shift occurs, the employer shall post notice of the vacancy for bidding for seventy-two (72) hours before said vacancy is filled and the employee with the most accumulated seniority and rank shall fill the vacancy, provided that, the qualifications of the employees bidding are equal. The Officer filling such vacancy shall have the right to refuse the position for three (3) days after assuming the same and may then return to his former position. The Chief of Police shall have the authority to fill a vacancy temporarily without regard to seniority, but said temporary filling of the vacancy shall not waive the bidding requirement for permanent filling said vacancy. The qualifications of the employees bidding for the shift position shall be judged by the Chief of Police subject to the review procedures established in this contract. Nothing herein shall in any way affect the Civil Service rights of an employee.

Section 3

During the month of July each year, all civil service positions shall be posted for bidding. For such bidding purposes, all positions shall be considered vacant and employees will be allowed to bid on said position based upon their seniority in the Police Department. Bids shall be held open for a minimum of eight (8) days. Reassignment, if any, will be made on the basis of said

bids based on assignment to new shifts, if any will be made by the Chief of Police, on or before August 15th of each year. If in the event it becomes necessary to bid on scheduled days off, the same procedure as outlined in this section will be applied.

ARTICLE 6

VACATIONS

Section 1

All civil service employees shall accumulate vacation time, at the rate of 1.85 hours for each pay period an employee is maintained on the City payroll from date of hire. All civil service employees shall have his or her rate of accumulation adjusted upon the anniversary date, as shown below:

After the first anniversary of employment, 3.70 hours per pay period.

After the fourth anniversary of employment, 5.54 hours per pay period.

After the tenth anniversary of employment, 7.39 hours per pay period.

After the seventeenth anniversary of employment, 9.24 hours per pay period.

After the twenty-fifth anniversary of employment, 11.08 hours per pay period.

Section 2

All vacations shall be coordinated with the Chief of Police. Any other provision of this Agreement to the contrary, notwithstanding vacations, shall be scheduled on a calendar year basis for each calendar year, during the first four (4) months of said calendar year on the basis of seniority, after the first four (4) months of each year, vacations shall be scheduled by priority request without regard to seniority.

Section 3

In the event a holiday(s) falls within an employee's authorized vacation period, a vacation period shall be defined as three (3) days of vacation, he or she shall be granted an additional day (s) off with pay for each holiday in said period, in conjunction with the employee's vacation.

Section 4

When an employee shall take a vacation, the days shall be subtracted from the employee's accumulated earned vacation under Section 1 of this Article. No employee may accumulate a vacation in excess of thirty-nine (39) times the vacation earned by said employee during a pay period.

Section 5

An employee who is separated from service by resignation, death, retirement, discharge or otherwise, shall be compensated for all unused vacation time.

Section 6

Vacation pay shall be determined as follows: for each day of vacation taken an employee will receive eight (8) times his or her hourly base pay as adjusted for longevity and shift differential. Employees working twelve (12) hour shifts will receive twelve (12) times his or her hourly base pay as adjusted for longevity and shift differential.

ARTICLE 7
SICK
LEAVE

Section 1

Any employee incurring a sickness or disability shall receive sick leave with full pay to the extent herein provided. The Chief of Police shall have the right to request a doctor's statement in support of such sick leave.

Section 2

Employees shall accumulate sick leave, at the rate of 4.0 hours for each pay period of service from the first day of employment and shall continue to do so, until the employee shall have accumulated a maximum of 1,600 hours of sick leave.

Section 3

The City of Keokuk agrees that employees may be paid, at the employee's election, for three (3) days for twenty-four (24) hours of accumulated sick leave, for the first three (3) days an employee is off duty, due to an occupational illness or injury. In the event an employee suffers an occupational illness or injury, the employee's right to use accumulated sick leave shall be, only to the extent which may be allowed, in conjunction with worker's compensation. This section shall apply only to non-civil service employees covered by worker's compensation.

Section 4

Employees must promptly notify their supervisor, at least one (1) hour before the starting of his or her shift, of inability to work when scheduled, due to illness or injury.

Section 5

Section 1, notwithstanding, new employees shall be advanced forty-eight (48) hours of sick leave upon employment but, shall not earn or accumulate additional sick leave until they have been employed six (6) months, whereupon they shall earn and accumulate sick leave as provided in

Section 1, hereof.

Section 6

All employees of the Police Department shall be entitled to one hundred percent (100%) of unused sick leave as severance pay with five hundred sixty-eight (568) hours upon regular retirement which is age 55 or 22 years of service, disability retirement or death, if still employed at death. The employee shall be entitled to one hundred percent (100%) of unused sick leave if death occurs while the employee is on duty. An employee may, upon regular retirement or disability retirement, elect to use his/her accumulated sick leave up to a maximum five hundred sixty-eight (568) hours to purchase health insurance from the City. If election is made to use accumulated sick leave to purchase health insurance, the value of the sick leave will be calculated by dividing the employee's average compensation by the number of hours worked in a year. Civil Service employees working 8 hours shifts (2190), civil service employees working 12 hours shifts (2184), and non-civil service employees working (2080) to calculate an hourly rate, then multiplying the hourly rate by the number of hours accrued to the employees' credit. This amount would be placed in an employee escrow account to be diminished each month by the amount of the insurance payment and shall not accrue any interest on the escrow account. The option selected must be exercised immediately at the time of retirement without option for change afterward.

Section 7

All employees of the Police Department shall be entitled to convert three (3) days of accumulated sick leave for one (1) day of vacation. The employee shall not exceed seven (7) days of additional vacation in any fiscal year under this conversion policy. All employees of the Police Department are eligible for conversion, if the employee, at all times, maintains a minimum of nine hundred (900) hours of accumulated sick leave. Section 3 of Article 8 applies for scheduling.

ARTICLE 8 FUNERALS

Section 1

Employees will be allowed five (5) calendar days off work with pay, as bereavement leave in the case of death in their immediate family. Pay for such leave shall be at the employee's straight time hourly rate with prorated longevity, if any. The immediate family shall include spouse, mother, stepmother, father, stepfather, son, daughter, brother, sister, stepbrother, stepsister, or step-son, step-daughter of the employee or spouse. Employees will be allowed three (3) days off with pay for grandparents and grandchildren of the employee and spouse. Employees shall be allowed one (1) day off work with pay as mentioned above, as bereavement leave for any aunt, uncle of the employee or spouse. Upon the request of the employee, the Chief of Police may in his discretion treat the death of a non-related person(s) living in the household, as a death in the immediate family and grant up to five (5) days off work with pay as herein provided. The five (5) or the three (3) day leave under this Article, shall start the day death occurs or the first day thereafter or the day of the funeral. Said leave shall terminate after five (5) or three (3) consecutive calendar days, without extension because of days off or for other reasons. Before beginning such leave the employee shall notify his/her immediate supervisor of the date the leave shall begin. The Chief of Police, with the

approval of the Mayor, may authorize additional leave to be taken as a leave of absence, pursuant to Article 11.

Funeral leave payment shall be only for scheduled workdays missed. The one-day leave shall be taken at the option of the employee, on the day of death, the day of the funeral or any day between. An employee shall be allowed, two (2) hours off work to attend the funeral of any other employee working under this Agreement. Employees taking time off work as pallbearers shall be allowed up to four (4) hours off work, without loss of pay. Provided however, that no employee shall attend a funeral or serve as a pallbearer, if such attendance or service will, in the opinion of the Chief of Police, reduce the manpower level of the Department below the minimum necessary.

ARTICLE 9 **LEAVE OF ABSENCE**

Leave of absence, with or without pay, may be granted at the discretion of the Council.

ARTICLE 10 **GRIEVANCE PROCEDURES**

Section 1

It is agreed that the City of Keokuk shall provide the opportunity for individual Employees to discuss with the administration, any grievance concerning the interpretation and application of the provisions of this agreement, in order to find mutually satisfactory solutions, as rapidly as possible, so as to insure efficiency and promote morale.

Step 1

An individual employee shall file with the grievance committee, a written and signed petition stating the nature of the grievance. No action or matter shall be considered the subject of a grievance, unless a written petition is made within five (5) days of its occurrence, excluding holidays and weekends. If, in the opinion of the grievance committee, no grievance exists, no further action is necessary.

Step 2

If the union determines a grievance does exist, then the grievance committee shall, with or without the physical presence of the aggrieved employee, present the grievance to the Assistant Chief for adjustment, within five (5) calendar days after the filing of the written petition with the union.

Step 3

If, after five (5) calendar days, the written reply of the Assistant Chief fails to settle the grievance, the grievance committee may submit the grievance to the Chief of Police for adjustment.

Step 4

If, after five (5) calendar days, the written reply of the Chief of Police fails to settle the grievance, the grievance committee may submit the grievance to the City Administrator or his/her agent for adjustment.

Step 5

If, within fifteen (15) calendar days, the written reply from the City Administrator or his/her agent, fails to settle the grievance, it shall then be, by the choice of the grievance committee, submitted to binding arbitration, in the following manner:

1. The Union and Employer shall endeavor to agree upon an arbitrator. If no agreement is reached in five (5) days, then,
2. A joint letter will be mailed, requesting either the Public Employment Relations Board, to submit a list of five (5) available arbitrators, from which one is to be mutually selected, within five (5) days after receipt of this list.
3. If the parties are unable to agree upon one of the individuals so listed, the parties shall alternately strike names from said list, until only one remains. The employee requesting the arbitration shall strike the first name.
4. The Public Employment Relations Board shall be notified and requested to appoint the agreed upon arbitrator, or in the absence of agreement, the individual whose name remains on the list, to hear the case.

Section 2

The arbitrator shall be advised of the limitation placed upon his authority by statute and by this Agreement, and that his final decision is expected within thirty (30) days after the hearing date. The agreed upon limitations are:

- a. The decision of the arbitrator shall be final and binding upon all parties to this Agreement and any employee involved in the dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the grievance first occurred.
- b. The arbitrator shall be limited to interpreting the agreement and applying it to the particular case presented to him; he shall have no authority to add to, subtract from, disregard, or in any way modify the terms of this Agreement or any agreement made supplementary thereto.

Section 3

The expenses and fees of the arbitrator and such other expenses, as are mutually agreed to, in advance, shall be borne equally by the parties. Each party shall pay their own cost of presentation and cost of their witnesses or the cost of securing a deposition from witnesses.

Section 4

If the presentations of grievances at any level, employees or the grievance committee shall be free of restraint, interference, discrimination or reprisal.

ARTICLE 11 **UNIFORM AND MAINTENANCE ALLOWANCE**

Section 1

Each Civil Service employee of the Department is entitled to clothing allowance of \$900.00 a year. Each Detective is entitled to a clothing allowance of \$1,000.00 a year.

The allowance will be paid on July 1 of each year or as soon after, as practical.

New Civil Service appointees to the Department will be provided, a one time only, clothing allowance of \$900.00 the time of said payment subject to approval of the Police Chief.

The City shall reimburse the member of the actual cost, of any article of clothing or other item of personal property lost, damaged, or stolen in the line of duty, except in cases, where the loss, damage, or theft of property is due to the negligence of the employee. The Chief of Police shall provide a claim form for the filing of a lost, damaged or stolen property claim and the employee shall file said claim, within twenty-four (24) hours of the occurrence and submit the same to the Chief of Police for approval. The claim shall then be paid when approved by the City Council.

Nothing herein contained, shall be construed, so as to require any uniformed member of the Police Department to furnish his or her own gun, ammunition, belts or other leather goods, (except shoes), which form a part of the Officer's uniform or equipment. All ammunition, weapons and leather accoutrements thereto, shall be uniformly provided by the Employer and used and worn in accordance with the rules and regulations established by the Chief.

The Employer agrees to purchase guns, belts or other leather goods and weapons for present Police Officers which conform to uniform requirements effective July 1, 1981.

The City shall provide, in addition to other items, bullet-proof vests, which shall be used and worn in accordance with rules and regulations established by the Chief.

Section 2

The expenses for the Police Academy will be borne by the City either by ordering through the City or turning in receipts by the employee.

If the employee's employment ends prior to August 31st the employee will be required to

pay back seventy-five (75) percent of that year's uniform allowance.

ARTICLE 12
GROUP LIFE AND HEALTH INSURANCE

Section 1

There shall be in effect during the term of this Agreement, a Group Life and Health Insurance coverage provided by the Employer, on participating regular employees and their dependents.

The Employer agrees to contribute one hundred (100) percent for employee premium costs (Single Policy). The Employer agrees to contribute ninety (90) percent for employee dependent premium costs (Family Policy). The balance of any premium costs for insurance on dependents shall be paid by the employee.

The City of Keokuk will pay for a basic physical when required by the City of Keokuk and associated medical costs of tests required as a result of the physical by the examining physician and not covered by health insurance.

The Employer agrees to contribute one hundred (100) percent premium costs for employee single and family coverage life insurance which coverage shall be \$40,000 employee, \$5,000 spouse, and \$2,500 dependents.

In the event of a line-of-duty death, any member covered by this agreement, the employer shall pay the employer's portion of health insurance costs for three-months to the spouse and any dependents of the member. The rates for this extended insurance shall be the rates in this article. In addition, the City will provide a \$5,000 funeral expense benefit, if death occurs while employee is on duty and death occurs as a result of work-related activities.

ARTICLE 13
LONGEVITY PAY

The City agrees to pay, as indicated below, by adding the indicated sums to an employee's hourly wage under Article 5:

	<u>YEARLY</u>	<u>HOURLY</u>
After five (5) years of service:	\$240.00	.11
After ten (10) years of service:	\$480.00	.22
After fifteen (15) years of service:	\$720.00	.33
After twenty (20) years of service:	\$960.00	.44
After twenty-five (25) years of service:	\$1,200.00	.55
After thirty (30) years of service:	\$1,440.00	.66

Sixty-six cents (.66) additional pay an hour shall be the maximum longevity pay. Longevity shall be determined upon the anniversary of each employee's employment.

Longevity pay shall be added to an employee's hourly rate on the first (1st) day of the fiscal year, in which an employee will reach an anniversary, which under this Article requires an adjustment to longevity pay.

ARTICLE 14 **HOLIDAYS**

Section 1

The recognized holidays are:

New Year's Day (January 1)	Labor Day (1 st Monday of September)
Good Friday (Friday before Easter)	Veteran's Day (November 11 th)
Presidents Day (3 rd Monday of Feb.)	Thanksgiving Day
Memorial Day (Last Monday of May)	Day after Thanksgiving
Independence Day (July 4)	Christmas Day (December 25)
Christmas Eve	

Floating Holiday

Regular full-time employees that have been employed at least six consecutive months will receive one (1) floating holiday which shall be designated the "Juneteenth" holiday. This floating holiday may be scheduled and taken at any time during the calendar year as agreed to in advance between the employee and their supervisor. This floating holiday is not carried over from year to year or eligible for payout if unused. This holiday shall refresh every July 1st for all current eligible regular full-time employees.

Section 2

A shift scheduled for two (2) work periods on a recognized holiday, shall receive Holiday pay under this Article, for each shift so worked, as provided by Section 3 of this Article.

Any employee who is separated from service by resignation, death, retirement, or otherwise, except for employees discharged for cause or involuntary resignation, shall be compensated for all holidays which have passed from the start of the fiscal year to the date of separation, at the base rate of base pay, plus longevity and shift differential, if any, at the time of separation.

Section 3

An employee who works a recognized holiday, as defined in this Article, shall be given one- half (.5)

hour of pay for each hour worked on the recognized holiday. Also, if an employee works one (1) or more hours above his/her scheduled shift, on any holiday covered by this agreement, said employee shall receive an additional two (2) hours of straight time pay.

Section 4

Each employee governed by this Agreement shall be paid, as holiday incentive pay, the sums indicated below, in eleven (11) equal payments payable in the month and on the day of the Holiday. A newly hired employee must be employed for at least one half (1/2) of the contract year to receive payment for that year under the provisions of this article.

Detectives shall have the holidays off with pay except that the Chief or Assistant Chief shall have the discretion to assign detectives to work on a holiday as needed.

Civil Service Employees	\$900.00
Detectives	\$960.00

Section 5

Any employee that works on their scheduled day off, which falls on any recognized holiday, will receive two times their regular hourly rate for all hours worked.

ARTICLE 15 MILEAGE

Each employee governed by this Agreement shall receive compensation for use of a personal vehicle, based upon the most recent mileage resolution passed by the City Council of the City of Keokuk.

ARTICLE 16 CLASSES OF PATROLMEN

A Patrolman 1st Class shall be a Police Officer who has completed three (3) years of service as a patrolman.

A Patrolman 2nd Class is a Police Officer who has completed two (2) years of service.

A Patrolman 3rd Class is a Police Officer who has successfully completed twelve (12) consecutive months of continuous service.

A Probationary Police Officer is a Police Officer working the first twelve (12) months as an employee. During the probationary period, such Police Officer may be removed or discharged from such position, without cause or the right to grievance.

ARTICLE 17 JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

It is the desire of the Employer and the Union to maintain the highest standard of health and safety in the Police Department, in order to eliminate as much, as reasonably practicable, accidents, deaths, injuries and illnesses in police service.

The Employer and the Union shall each appoint three (3) members to the Joint Occupational Safety and Health Committee. The Committee shall meet at such times, as either its members, the Union or the Employer shall request, but in no case, less than once during each contract year. The Committee shall, upon its own motion, or at the request of the Employer or Union, inspect the Police Department facilities to detect hazardous physical conditions or procedures related to health and safety. It may recommend changes in the facilities, the use or addition of protective equipment, protective apparel, or other devices for the elimination of health or safety hazards, including procedures related to training. Nothing in this Article shall restrict the right of the Joint Occupational Safety and Health Committee from investigating health and safety conditions within or relating to the Police Department.

Records of all accidents, injuries or illnesses shall be maintained by the City of Keokuk and shall be available to the Committee or any of its members upon request. These reports shall include all reports required by the State of Iowa, under Chapter 88 of the Code, or by the United States, under the Occupational Safety and Health Act of 1970, as amended. The Union shall designate one (1) of its members of the Occupational Safety and Health Committee, as the Union's representative to accompany any inspection or to participate in any investigation conducted by either the State of Iowa or the United States, under either aforementioned provision of law.

Nothing in this Article shall be deemed to waive or restrict the rights and obligations of either the Employer or the Union or any individual, under either of the aforementioned provisions of law and nothing herein shall be deemed a waiver of the right of the Employer to conduct independent investigations or inspections as required or allowed by law. Failure to adhere to a recommendation is not grievable.

The remaining terms of this agreement notwithstanding, nothing contained in this agreement, including sections (those provisions relating to seniority, bidding, and possibly layoffs), shall in any way limit the Employer's ability to take all reasonable necessary steps to accommodate disabled individuals and comply with the Americans with Disabilities Act.

ARTICLE 18 **VESTED RETIREMENT**

In the event, a civil service employee of the City of Keokuk, takes a vested retirement, the employee shall be entitled to a maximum of thirty-three and one-third percent (33- 1/3%) of unused sick leave, as severance pay, up to a maximum of 344 hours.

ARTICLE 19 **PHYSICAL FITNESS**

Section 1

The City shall provide each employee covered by this Agreement, a single membership in the Hoerner Y Civic Center or other fitness center approved by the Chief of Police (up to the costs of a single annual membership to the Hoerner Y). The City shall provide said membership commencing January 1,

2003, for all current employees or at the time of hire for new employees. It is understood that the member will utilize the facility of his/her choice for a minimum of twenty-four (24) times each year. If for any reason the facility is not utilized this minimum number of times, it is understood the member is on probation and that the City will not be responsible for paying membership fees for the following

year. If the member chooses to utilize either facility following the determination of a probation status, one year must lapse before becoming eligible for this benefit again. The member who wishes to reinstate his/her former position must provide proof of paid membership and proof of minimum usage to be reimbursed for that second year of probation.

Section 2

The City shall conduct drug and alcohol testing, including random testing, pursuant to state and federal laws.

ARTICLE 20 **PERSONAL LEAVE**

Section 1

Each union employee shall be allowed thirty-six (36) hours personal leave per year. These personal leave hours shall be in addition to any other days off provided in this Agreement. An employee must give forty-eight (48) hours' notice to his or her supervisor, before taking a personal leave day (the employee's supervisor may waive this requirement). An employee taking a personal leave hours, shall receive one (1) hour pay at his or her regular rate for each personal leave hour taken. In the event, requests for personal leave will reduce the number of employees in the Department to levels below minimum manning requirements, personal leave on the day requested may be refused. In the event of conflicts in personal leave requests, the employee with seniority will be given preference.

A new union employee hired between July and October will be granted thirty-six (36) hours personal leave; if hired between November and February they will be granted twenty-four (24) hours personal leave; if hired between March and June they will be granted twelve (12) hours of personal leave to be taken by the end of the fiscal year. Personal leave shall not be carried over beyond the end of the fiscal year ending June 30th of each year.

Section 2

Each employee covered by this agreement shall be given his or her birthday as an additional day off with pay. If an employee's birthday falls on a day the employee is not scheduled to work, or on a holiday, then the employee shall be granted the next available day, as designated by the Chief of Police, as said day off.

ARTICLE 21 **DEFINITION OF YEAR**

When the term "year" is used in this contract, it shall mean the period from July 1, through the next succeeding June 30.

ARTICLE 22 **DURATION OF AGREEMENT**

This Agreement entered into this _____ day
Of _____, A.D. 2024, by and between the undersigned. City of Keokuk, Iowa and
the Keokuk Police Bargaining Unit.

This agreement shall be in full force and effect from **July 1, 2024**, through and including **June 30, 2027**.

THE CITY OF KEOKUK, IOWA

KEOKUK POLICE BARGAINING UNIT

By: _____
Mayor

By: _____
Business Agent

Attest: _____

City Clerk

By: _____

By: _____
City Administrator

By: _____

City of Keokuk

International
Association of Fire
Fighters

Local 568

2024-2027

TABLE OF CONTENTS

ARTICLE NUMBER		PAGE NO.
	Articles of Agreement	4
1	Definition of Year	4
2	Discrimination	4
3	Union Business	5
4	Hours	5
5	Rate of Pay	7
6	Group Life and Health Insurance	8
7	Supplemental Pay	9
8	Overtime Pay	10
9	Call Back Pay	11
10	Uniform and Clothing	12
11	Travel and Expense Policy	12
12	Fire Fighter Pension and Retirement Plan	13
13	Duties	13
14	Joint Occupational Safety and Health Committee	13
15	Classification of Fire Fighters	14
16	Working out of Classification	15
17	Chauffeur's License	15
18	Education and Training	16
19	Seniority	17
20	Personnel Reductions	17
21	Vacations	17
22	Scheduling of Vacations	18
23	Sick Leave	19
24	Time Off for Bereavement	21
25	Personal Leave	22
26	Holidays	22
27	Maintenance of Standards	23
28	Grievance Procedure	24
29	Savings Clause	25
30	Minimum Crew	25
31	Funeral Benefit	25

**ARTICLE
NUMBER**

**PAGE
NO.**

32 Negotiations
33 Drug Testing

26
26

ARTICLES OF AGREEMENT

Recognition

The City hereby recognizes the said Union as the sole and exclusive representative of all firefighters and lieutenants of the Fire Department for the purposes of bargaining with respect to wages, hours of work and working conditions and all matters related thereto.

ARTICLE I

Definition of Year

Section I

Definition of year - When "year" is used in this contract it shall mean the period from July I to the next succeeding June 30.

Section 2

Duration of Agreement

This Agreement shall be effective as of July 1, 2024, and shall remain in full force and effect until June 30, 2027

ARTICLE2

Discrimination

Section I

The Employer agrees not to discriminate against any employee for his activity in behalf of, or membership in, the Union.

Section 2

The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, creed, national origin, religion, sex, or political affiliation.

Section 3

In the event, a handicapped individual is employed by the City of Keokuk under this

Agreement, the City of Keokuk shall not be required to promote or transfer such

handicapped person to another job or occupation, unless prior to such transfer, such handicapped person, by training or experience is qualified for such job or occupation and no such person shall be given, by virtue of the Agreement, any rights in addition to those provided by Chapter 601 A of the 1986 Code of Iowa. This provision is intended by the parties to comply with S601A.14 of the 1981 Code of Iowa.

The remaining terms of this agreement notwithstanding, nothing contained in this agreement, including sections (those provisions relating to seniority, bidding and possibly layoffs), shall in any way limit the Employer's ability to take all reasonable necessary steps to accommodate disabled individuals and comply with the Americans with Disabilities Act.

Section 4

In the construction of this Agreement, whenever the words man, men, him or he appear, either as words or parts of words, they have been used for literary purposes and not meant in their generic sense, but are intended to include all humankind, both male and female sexes.

ARTICLE 3 Union Business

Two union members shall be granted one day off per year without pay to perform their union functions, including attendance at conventions, conferences and seminars utilizing accrued paid time off. The members of the negotiating team of the Union, if working a scheduled shift, shall be allowed to attend negotiating sessions with pay at times which shall be mutually set by the Employer and the Union. If a member of the negotiating team is not working a scheduled shift during negotiating sessions, the union member shall not be paid for attendance. Furthermore, the City of Keokuk agrees to provide the Union with a bulletin board, at a convenient place at the Fire Station, for the sole purpose and use of the Union to announce its business and activities to its membership.

ARTICLE 4 Hours

Section 1

The standard work period of each employee shall be established on a 27 day cycle. The Employer agrees to pay for each hour actually worked or portion thereof, one and

one-half (1 ½) times the employee's base of each said hour in excess of 204 hours, upon the formula provided in Article 8, in a 27 day cycle. An employee shall work an average of 56 hours a week through the year.

Section 2

The present duty tour shall normally consist of 24 consecutive hours on duty, followed by 48 hours off duty. The shift shall commence at 7:00 a.m. and shall continue to 7:00 a.m, the following day. Each employee understands that due to emergency conditions, sickness or other unforeseen circumstances, the tour of duty and scheduling of duty may, from time to time, need to be changed or amended.

Section 3

The Chief of the Fire Department or Assistant Chiefs may grant the request of any two (2) members of the Fire Department to exchange hours of days off provided:

- A. it is voluntary,
- B. it is at the employee's request and not the Employer's,
- C. it is not because of Employer's business operations, but because of the employee's desire or need to attend to personal matters,
- D. such substitution does not impose any additional cost on the Employer, and
- E. It is understood the employee's first responsibility is to his position with the Employer.

ARTICLE 5
Rate of Pay

Section 1

7/1/2024 7/1/2025 7/1/2026

		1.05	1.05	1.04
LIEUTENANT	BASIC HOURLY	22.775	23.914	24.871
	O.T. RATE			
	HOURLY	30.387	31.907	33.184
FIREFIGHTER 1st CLASS	BASIC HOURLY	21.053	22.106	22.990
	O.T. RATE			
	HOURLY	28.090	29.495	30.674
FIREFIGHTER 2nd CLASS	BASIC HOURLY	19.215	20.176	20.983
	O.T. RATE			
	HOURLY	25.638	26.920	27.996
FIREFIGHTER 3rd CLASS	BASIC HOURLY	16.895	17.740	18.450
	O.T. RATE			
	HOURLY	22.542	23.670	24.617

Section 2

The basic hourly rate of each employee shall be based upon 2922 hours a year, as shown above. The basic hourly rate of each employee for overtime shall be based upon 2190 hours a year.

Section 3

All salary and other monetary increases negotiated shall take effect, as intended by the above mentioned act (on the first day of the employer's succeeding budget year).

Section 4

Employees will be paid every two (2) weeks and continuing every other Friday thereafter. Each period shall end one (1) week prior to the day on which paychecks are issued.

Section 5

The shift working on Thursday, prior to payday, will be given their check before going off duty on Friday. All others will receive their check on Friday morning, no later than 8:30 a.m.

Section 6

Twenty Four (24) hours of required continuing HAZMAT education must be completed annually. The Lee County HAZMAT Task Force or the Chief of the Department shall set all continuing education requirements. Any member shall be at a minimum Firefighter 1st Class.

ARTICLE 6 Group Life & Health Insurance

There shall be in effect during the term of this Agreement, a Group Life and Health Insurance Coverage provided by the Employer on participating regular employees and their dependents.

Section 1

The Employer agrees to contribute one hundred (100) percent for employee premium costs (Single Policy). The Employer agrees to contribute ninety (90) per cent for employee dependent premium costs (Family Policy). The balance of any premium costs for insurance on dependents shall be paid by the employee.

Section 2

The Employer agrees to contribute ninety (90%) percent premium costs for employee single and family coverage life insurance which coverage shall be \$40,000.

Section 3

In the event of a Line-of-duty death, any member covered by this agreement, the employer shall pay the employer's portion of health costs for six months to the spouse and any dependents of the member. The rates for this extended insurance shall be the rates in this article.

ARTICLE 7
Supplemental Pay

Section 1 Longevity Pay

The City agrees to pay as indicated below, by adding the indicated sums to an employee's hourly wage under Article 5:

	<u>Yearly</u>	<u>Hourly</u>
After five (5) years of service	480.00	.164
After ten (10) years of service	720.00	.246
After fifteen (15) years of service	960.00	.329
After twenty (20) years of service	1,200.00	.411
After twenty-five (25) years of service	1,440.00	.493

One thousand four hundred forty (1440.00) dollars (.49 an hour) shall be the maximum longevity pay. Longevity pay shall be determined upon the anniversary requiring an adjustment of longevity pay during any fiscal year, shall be paid at the highest applicable rate for the entire fiscal year.

Section 2 Certification Pay

	<u>Hourly</u>
Hazmat Technician Certification	.172

ARTICLE 8 Overtime Pay

Section 1

Adjustments to pay under this Article shall be made on the first payday more than seven (7) days after the end of a work cycle.

Section 2

For all hours an employee works in excess of 204, but not over 216 in a work cycle, an employee shall receive as additional pay, an amount equal to one-half (1/2) hourly base, plus one-half (1/2) hourly longevity. For all hours over 216 worked by an employee in a work cycle, the employee shall receive an amount equal to one-half (1/2) times overtime hourly base, plus one-half(1/2) times hourly longevity.

Employee trades will not qualify for extra compensation as stated in "Article 4 section 3 subsection D" and such substitution shall not impose any additional cost on the Employer.

Section 3

Should non-emergency overtime arise and an individual does not wish to work overtime, then he shall have the right to refuse said overtime. When the list of overtime is exhausted, at that point it becomes an emergency situation, and overtime shall be a mandatory requirement. All non-emergency overtime shall be paid on an hour for hour basis at the contractual overtime rate, but shall not be guaranteed a minimum of four (4) hours work.

Section 4

Any Fire Fighter called in to work for emergency purposes shall receive a minimum of four (4) hours pay, at their contractual overtime rate. For purposes of this provision, a Fire Fighter working beyond shift change, shall also receive pay as adjusted in this section, but shall not be guaranteed a minimum of four (4) hours work.

Section 5

No employee, under this Article, or any other provision of this Agreement, may claim or be paid overtime, more than once for the same hour worked. An employee will receive contractual overtime pay when called in for emergency purposes, while on paid time off, which for purposes of this section shall be defined as approved vacation, personal days, and compensatory time.

Section 6:

Employees may accumulate up to 50 hours in a fiscal year as compensatory time pay in lieu of overtime worked. Any compensatory time not used shall not be carried over, but shall be paid out in the second pay period of June of each fiscal year. Compensatory time may be scheduled in the same manner as a vacation day. It may be scheduled as a 24 hour period, with at least 72 hours' notice, or in shorter increments as little as one hour provided minimum staffing is met and with advance approval of the shift commander. All other paid time off shall be given preference.

ARTICLE 9 Call Back Pay

Section 1

All employees covered by the terms of this Agreement who are called back to work from off duty, shall be paid a minimum (4) hours of work at their contractual overtime rate, or for their actual hours worked during the call-back at their contractual overtime rate, whichever is greater.

Section 2

The provisions of Section 1 hereof notwithstanding, any member of the Fire Department may be held over at shift change, and at shift change, any member of the Department may be called into the Fire Station for the purpose of attending meetings. Attendance at such meetings shall be paid for the additional time spent in such meeting, at their contractual overtime rate for a minimum of one (1) hour, provided

however, the provision of this Section shall not be used for more than four (4) meetings in a contract year. No meeting held under this Section, shall be held on less than seventy-two (72) hour notice, and no member of the Department on vacation or using a personal day, shall be required to attend such meeting.

ARTICLE 10 Uniform & Clothing

Section 1

Each Fire Fighter shall wear a uniform as may be prescribed by the regulations of the department.

Section 2

The City shall also provide, at no cost to the employee, the following protective firefighting gear: helmet, hood, turnout coat, turnout pants with suspenders, gloves, bunker boots, and flashlights with ample supplies of bulbs and batteries available to the employee. In addition, all new or replaced material shall be consistent with current standards.

Section 3

The City shall reimburse the members for the actual cost of any article of clothing or other item of personal property, lost, damaged, or stolen in the line of duty, except in cases where the loss, damage, or theft of property is due to the negligence of the employee for a maximum amount of \$250 per incidence. The Chief shall provide a claim form for the filing of a lost, damaged, or stolen property claim, and the employee shall file said claim within twenty-four (24) hours of the occurrence, and submit the same to the Chief for approval. The claim shall then be paid, when approved by the Fire Chief.

Section 4

The City shall provide each newly employed Fire Fighter two (2) pair of pants, two (2) t-shirts, one (1) short sleeve Class B shirt, one (1) long sleeve Class B shirt, one (1) pair of shoes, one (1) department pullover sweatshirt, one (1) jacket, a nameplate, and a badge. In addition, upon completing an individual's probationary period, the City shall provide the following class A items: dress hat with badge, dress coat, tie, and dress pants. No other provisions are made for clothing allowance except as provided elsewhere in Article 11. Firefighters are responsible for replacing items damaged outside the line of duty or through age/ordinary wear and tear out of the \$450 rolled

into their base wage in prior contracts.

ARTICLE 11 Travel & Expense Policy

Each employee covered by this Agreement, shall receive compensation for the use of a personal vehicle, based upon the most recent mileage resolution passed by the City Council of the City of Keokuk. However, in all such cases, for compensation to be allowed, the Fire Chief or designee must pre-approve the use of personal vehicles.

ARTICLE 12 Fire Fighters Pension & Retirement Plan

The Employer and the Union shall adhere to all laws governing the State of Iowa laws, covering the pension and retirement plans of the Fire Fighters.

ARTICLE 13 Duties

The Employer may assign Fire Fighters to tasks involving the maintenance of Fire Department apparatus and equipment, at the discretion of the Chief and Assistant Chiefs. Employees may be required to perform routine work, in connection with maintaining the buildings in which they are stationed, and the grounds on which such building is located. For the purpose of this Section, such work shall not include mechanical or metalwork, electrical work, plumbing, painting, masonry, or carpentry work, in connection with new construction, major remodeling, and major repairs. It is intended, that this Section, will be interpreted to continue present practices.

The following are typical examples of work routinely done. The list is not necessarily all inclusive.

DUTIES WHICH ARE CUSTOMARILY DONE BY FIRE FIGHTERS UNDER ORDER: Paint equipment, paint couplings, paint running boards, varnish ladders, varnish pike poles and ax handles, wash walls, scrub and wash floors, change lights, clean sinks, clean kitchen, mow grass, shovel snow, plunge plugged drains, grease and oil overhead doors, keep yard clean, wash windows, wash rigs, clean toilets, clean stove, clean refrigerator, wash hoses, wash tarps, general housecleaning, repair and replace couplings and refinish all tools and general laundry duties.

ARTICLE 14
Joint Occupational Safety & Health Committee

It is the desire of the Employer and the Union to maintain the highest standards of health and safety in the Fire Department, in order to eliminate as much as reasonably practicable, accidents, death, injuries, and illness in the fire service.

The Employer and the Union shall each appoint three (3) members to the Joint Occupational Safety & Health Committee. The Committee shall meet at such times, as its members, the Union, or employer shall request, but in no case less than once during each contract year. Committee members shall be granted time off, with pay, when meeting with management for the purposes of this Article.

The Committee shall, upon its own motion, or at the request of the Employer or the Union, inspect the Fire Department facilities to detect hazardous physical conditions or procedures relating to health and safety. It may recommend changes in the facilities, the use or addition of protective equipment, protective apparel, or other devices for the elimination of health or safety hazards, including procedures related to training.

Nothing in the Article shall restrict the right of the Joint Occupational Safety and Health Committee from investigating health and safety conditions within or relating to the Fire Department.

Records of all accidents, injuries, or illness shall be maintained by the Fire Department and shall be available to the Committee or any of its members upon request. These reports shall include all reports required by the State of Iowa, under Occupational Safety and Health Act of 1970, as amended. The Union shall designate one (1) of its members of the Occupational Safety and Health Committee as the Union's representative to accompany any inspection, or to participate in any investigation conducted by either, the State of Iowa or the United States, under either aforementioned provision of law.

Nothing in this Article shall be deemed to waive or restrict the rights and obligations of either, the Employer or the Union or any individual, under either of the aforementioned provisions of law, and nothing herein, shall be deemed a waiver of the right of the Employer to conduct independent investigations or inspections, as required or allowed by law.

ARTICLE 15
Classification of Fire Fighters

A Fire Fighter 1st Class shall be a Fire Fighter who has obtained Fire Fighter 1 certification and completed a minimum of two (2) years of service as Fire Fighter, at the commencement of the fiscal year.

A Fire Fighter 2nd Class shall be a Fire Fighter who has completed probation and has not yet qualified as a Fire Fighter 1st Class

A Fire Fighter 3rd Class is a probationary Fire Fighter. Probation shall extend for the first twelve (12) consecutive months of continuous service. During probation, a Fire Fighter may be removed or discharged from such position without cause or the right to a grievance.

All Fire Fighters shall be C.P.R. certified and remain certified throughout the fiscal year, the exception being, a probationary Fire Fighter who must complete C.P.R. certification within the first six (6) month period of their employment. **All Fire Fighters shall have on file with the Fire Chief, a statement from the Employee's Physician, that as of the employee's last physical, the firefighter is fit for duty.**

In order to qualify as a Fire Fighter 1 or 2, all Fire Fighters must have completed no less than sixteen (16) hours of specified training program in fire related courses, at a college or university, or some other recognized program conducted by either state authorities, or some other source recognized by the Chief. A Fire Fighter must be qualified to operate equipment as a driver with the appropriate operator's license for said equipment.

ARTICLE 16 Working Out of Classification

Any 1st Class Fire Fighter, on any shift, required to accept and carry out the duties and responsibilities of an Officer on a shift, shall receive as additional compensation, the amount of \$1.06 per hour worked, calculated to the nearest hour. Any Lieutenant on any shift required to accept and carry out the duties and responsibilities of an Assistant Chief on a shift shall receive as additional compensation the amount of \$1.30 per hour worked.

ARTICLE 17 Chauffeur's License

The City shall pay for the Class B CDL with airbrakes for any Fire Fighter required to

have such a license.

ARTICLE 18
Education & Training

The Union and Employer agree the proper maintenance and efficiency of the Fire Department requires continued programs of training and education. To effectuate such goals, the parties establish the following:

Section 1

The Chief of the Department may require training sessions for members of the Department, at any time, a Fire Fighter is on duty, and such on-duty Fire Fighter shall not receive any additional compensation for attending such sessions.

Section 2

The Chief of the Department may require off-duty Fire Fighters to attend (not more than three (3) days in any calendar month, with at least fifteen (15) days notice) training or education sessions within the boundaries of the City of Keokuk. Such off- duty Fire Fighters shall receive contractual overtime pay, under the provisions of this contract, for attending such sessions, for each hour of attendance.

Section 3

The Chief may require any Fire Fighter (not more than fifteen (15) days in any contract year, and upon at least thirty (30) days' notice) to attend education or training sessions outside the City of Keokuk, and for which, the employee shall receive compensation for meals and mileage, as incurred, and all other costs of such training. In addition, the employee will be paid his or her regular pay for each scheduled workday, in which he or she attends such training, and for attendance on non- scheduled workdays, he or she shall receive his or her regular hourly pay, as computed under Article 5, for all actual class or training time, up to forty (40) hours. If an employee is out of town for training and misses the employee's regularly scheduled work, the employee's paid hours shall not be more than the greater of his or her hours actually worked and the hours he or she would otherwise have worked during the same period.

Section 4

The City will pay up to the maximum hours required for a firefighter's EMS

certification at the contractual overtime rate. All training must be pre-approved by the Fire Chief to qualify under this section.

Section 5

The City shall provide each employee covered by this Agreement, a single membership in the Hoerner Y Civic Center or other fitness center approved by the Fire Chief (up to the costs of a single annual membership to the Hoerner Y). The City shall provide said membership commencing January 1, 2003, for all current employees or at the time of hire for new employees. It is understood that the member will utilize the facility of his/her choice for a minimum of twenty-four (24) times each year. If for any reason the facility is not utilized this minimum number of times, it is understood the member is on probation and that the City will not be responsible for paying membership fees for the following year. If the member chooses to utilize either facility following the determination of a probation status, one year must lapse before becoming eligible for this benefit again. The member who wishes to reinstate his/her former position must provide proof of paid membership and proof of minimum usage to be reimbursed for that second year of probation.

ARTICLE 19

Seniority

All hiring, promotion, transfers other personnel actions shall be as required or permitted by Chapter 400, Iowa Code.

ARTICLE 20

Personnel Reductions

In the case of personnel reduction, the employees with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work provided a job opening occurs within two years after the lay off.

ARTICLE 21

Vacations

Section 1

An employee shall accumulate vacation time at the rate of 2.77 hours per pay period worked from the date of hire. An employee shall have his rate of accumulation adjusted upon the employee's anniversary date as shown below:

After the first anniversary of employment, 5.54 hours per pay period.

After the fourth anniversary of employment, 8.31 hours per pay period.

After the tenth anniversary of employment, 11.08 hours per pay period.

After the seventeenth anniversary of employment, 13.85 hours per pay period.

After the twenty-fifth anniversary of employment, 16.62 hours per pay period.

Section 2

Vacations need not be taken in one (1) week (three (3) consecutive working shifts) increments, but may, if scheduled under Article 22, be taken in one (1) day working shift increments.

Section 3

An employee who is separated from service by resignation, death, retirement, discharge, or otherwise shall be compensated for all unused vacation time.

Section 4

When an employee shall take a vacation, the days taken shall be subtracted from the employee's accumulated vacation time under Section 1 of this Article. No employee may accumulate vacation time in excess of thirty-nine (39) times, the vacation earned by said employee, during any single pay period.

ARTICLE 22 Scheduling of Vacations

Section 1

Only one (1) person from each shift shall be on vacation at any given time.

Section 2

The vacation schedule shall run from January 1 to December 31 of each year.

Section 3

Selection of vacation shall commence on November 15th of the year, immediately preceding the vacation year established above in Section 2 . Selection shall start with the senior Fire Fighter on each shift, who shall have two (2) working days to make a selection; after selection, each additional Fire Fighter on each shift shall, in order of seniority, have two (2) working days to select a vacation. Any Fire Fighter who has not selected a vacation within the allotted time, forfeits the right to select until, the least senior Fire Fighter has selected (or has not selected within two (2) days) whereupon, all Fire Fighters who have not made a selection shall, starting with the most senior, repeat this process, each having in tum two (2) working days in which to make a selection. Any Fire Fighter may, with the approval of the Fire Chief, change vacation period, if such a change is otherwise consistent with this Article, and is not contrary to any other provisions of this contract and rules and regulations of the Fire Department.

Section 4

In scheduling a vacation, a Fire Fighter may schedule his vacation for a total amount of vacation, which will have been accumulated by the day of the proposed vacation, without regard to the Fire Fighter's total accumulated vacation at the time of scheduling.

Section 5

Fire Fighters who have unscheduled vacation time, shall schedule their vacations at least seventy-two (72) hours prior to taking thereof. Provisions of this Section may be waived by the Chief or acting Chief.

Article 23 Sick Leave

Section 1

Any employee incurring a non-duty sickness or disability shall receive sick leave with full pay. On-duty injury or disability shall not be charged to the accumulative sick leave of an employee. A sick day is a twenty-four (24) hour working day. The Chief

of the Fire Department shall have the right to request a doctor's statement in support of such sick leave at the City's expense.

Section 2

Employees shall accumulate sick leave at the rate of 11.1 hours per pay period of service, from the first day of employment and continue to do so, until they have accumulated a maximum of three thousand four hundred eight (3408).

Section 3

Employees must promptly notify the shift commander on duty of their inability to work their scheduled work period.

Section 4

All employees, except new employees, shall earn sick leave at a rate of 11.1 hours per pay period. New employees shall be advanced one hundred forty-four (144) hours sick leave upon employment, but shall not earn or accumulate additional sick leave, until they have been employed six (6) months, whereupon they shall earn and accumulate sick leave as other employees.

Section 5

All employees of the Fire Department shall be entitled to one hundred percent (100%) of unused sick leave as severance pay, with a maximum of nine hundred (900) hours, upon retirement, disability retirement, or death, if employed. This conversion shall be paid to the employee or his beneficiaries, and shall be computed at his final rate of pay. A form naming the employee's beneficiaries shall be provided by and submitted to the City. The employee shall be entitled to one hundred percent (100%) of unused sick leave to be paid to beneficiaries if death occurs while employee is on duty or is caused by work related activities.

An employee may, upon regular retirement or disability retirement, elect to use his/her accumulated sick leave up to a maximum of nine hundred (900) hours to purchase health insurance from the City. If election is made to use accumulated sick leave to purchase health insurance, the value of the sick leave will be calculated by dividing the employee's average compensation by the number of hours worked in a year (2,922) to calculate an hourly rate, then multiplying the hourly rate by the number of hours accrued to the employees' credit. This amount would be placed in an employee escrow account

to be diminished each month by the amount of the insurance payment, and shall not accrue any interest on the escrow account. The option selected must be exercised immediately at the time of retirement without option for change afterward.

Section 6

If a civil service employee of the Keokuk Fire Department takes a vested retirement, the employee shall be entitled to a maximum of four hundred fifty (450) hours pay or twenty-five percent (25%) of the unused sick leave as severance pay, up to a maximum of four hundred fifty (450) hours.

Section 7

All employees of the Fire Department shall be entitled to convert three (3) days of accumulated sick leave for one (1) day of vacation (seventy-two (72) hours accumulated sick leave is equal to twenty-four (24) hours of vacation). The employee shall not exceed one (1) day of additional vacation in any fiscal year under this conversion policy. Employees will not be allowed to use the day as additional vacation, but will be reimbursed at their normal hourly rate plus longevity. All employees of the Fire Department are eligible for conversion, if the employee, at all times, maintains a minimum of three thousand (3000) hours of accumulated sick leave or has used two (2) or less sick leave days in the fiscal year.

ARTICLE 24 Time Off for Bereavement

Section 1

Employees will be allowed two (2) work days off with pay, as bereavement leave, in case of death in their immediate family, unless the death occurs on a scheduled work day, in which case, the employee shall be allowed three (3) work days off with pay. The immediate family shall include spouse, father, mother, son, daughter, sister, brother, grandparents and grandchildren of the employee and the employee's spouse, and step-variations of all the above. Bereavement leave is conditioned upon the employee's actual attendance of a funeral or memorial service, viewing, wake, or related estate business.

Section 2

Employees will be allowed without loss of pay, two (2) hours off work to attend a funeral of another employee working under this Agreement. In addition, the employees who serve as pallbearers shall be allowed without loss of pay, four (4) hours off duty to so act. Provided, however, no employee shall serve as a pallbearer or attend the funeral of another employee working under this Agreement, if the absence of such employee would reduce the Department to less than five (5) Fire Fighters on the employee's shift, provided however, an employee may provide a substitute Fire Fighter at no expense to the City, to serve while said employee acts as a pallbearer, or attends said funeral, provided, however, that an Officer shall only be replaced for such purposes by another officer.

ARTICLE 25 Personal Leave

Section 1

Each employee will be granted three (3) personal leave days per year. This shall be in addition to any other contracted days off or holidays, and may be taken by the employee with the Chiefs approval, at any time. No probationary employee shall be allowed any personal leave days. In addition, each employee shall receive a personal leave day for the employee's birthday to be used during the calendar year of the birthday.

Section 2

Each employee shall give at least twenty-four (24) hours notice to the Chief or acting Chief, before taking a personal leave day (this requirement may be waived by the Chief or acting chief).

Section 3

This Article shall not be construed as forbidding the recall of a Fire Fighter in the City, during a fire emergency, requiring the maximum available complement of Fire Fighters.

ARTICLE 26 Holidays

Section 1

The following holidays are those which shall be recognized and observed:

New Year's Day (January 1)	Labor Day (1 st Monday of September)
Good Friday (Friday before Easter)	Veteran's Day (November 11 th)
President's Day (3 rd Monday of February)	Thanksgiving Day (Last Thursday of November)
Memorial Day (Last Monday of May)	Day after Thanksgiving
Fourth of July (July 4)	Christmas Eve
	Christmas Day (December 25)

Along with the observed paid holidays above, any regular full-time employees that have been employed at least six consecutive months will receive one (1) floating holiday which shall be designated the "Juneteenth" holiday. This floating holiday may be scheduled and taken at any time during the calendar year as agreed to in advance between the employee and their supervisor. This floating holiday is not carried over from year to year or eligible for payout if unused. This holiday shall refresh every July 1 for all current regular full-time employees.

Section 2

Each employee covered by this Agreement shall be paid as holiday incentive pay, the sum indicated below, on or before the 30th day of June each year.

Lieutenant	\$1008.00
Fire Fighter 1 st Class	\$ 955.00
Fire Fighter 2 nd Class	\$ 955.00
Fire Fighter 3 rd Class	\$ 955.00

A Third Class Fire Fighters holiday incentive pay will be prorated by the number of actual holiday's that fall within the time of employment during the Fiscal year in which they are hired.

Section 3

Any employee who actually works on a legal holiday of the City of Keokuk, shall receive in addition to the hours at the basic rate of pay as defined in Article 5, an additional one half (1/2) hour of pay at basic overtime hourly rate for each hour worked

on said holiday.

Section 4

Any employee who is separated from service by resignation, death, vested retirement, discharge or otherwise, shall be compensated for all holidays which have passed, from the start of the fiscal year, to the date of separation, at the basic rate of pay, at the time of separation.

ARTICLE 27 Maintenance of Standards

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime, differentials, and general working conditions, shall be maintained, at not less than, the highest standards in effect at the time of the signing of this Agreement, subject to such rules and regulations as be adopted by the Chief and City Council not in conflict with any provisions of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

ARTICLE 28 Grievance Procedure

Section 1 - Definitions

- A. Grievance. A "Grievance" shall mean a claim by an employee, or a group of employees which alleges a violation of any of the provisions of this Agreement, or any recognized and established practice in effect between the Employer and the Union.
- B. Grievant. A "Grievant" shall mean an employee or a group of employees filing a grievance.
- C. Representation. A grievant may represent himself or may be represented at any step of the grievance procedure, by any other representative of the grievant's choice.

Section 2

It is agreed that the City of Keokuk shall provide the opportunity for individual employees to discuss with the administration, any grievance concerning the interpretation and application of the provisions of this Agreement, in order to find mutually satisfactory solutions, as rapidly as possible, so as to ensure efficiency and

promote morale. The Union shall designate a grievance committee. The Employer shall serve all correspondence and notices to the Grievance Committee, in care of, Grievance Committee, 111 S. 13th St., Keokuk, Lee County, Iowa.

Step 1

A grievant may file with the employer, a written and signed petition stating the nature of the grievance. No action or matter shall be considered the subject of a grievance, unless a written petition is made within seven (7) calendar days of its occurrence, and any untimely grievance shall be waived.

Step 2

The grievant, in the event they wish to pursue the grievance, shall file the grievance with the Grievant's Assistant Chief or, in his absence, another Assistant Chief so designated by the Fire Chief, within seven (7) calendar days of the filing of the grievance with the Grievance Committee.

Step 3

If, within seven (7) calendar days from the submittal of the grievance to the Assistant Chief, there has been no settlement, the grievance shall then be submitted to the Fire Chief, and in the event that the Fire Chief is unable to settle the grievance within seven (7) additional calendar days, it shall be submitted to the City Administrator, and the City Administrator shall have an additional seven (7) calendar days to resolve the matter.

Step4

If the grievance is not settled within Step 3, it may be appealed to arbitration by the grievant, by written notice to the City and to PERB within fourteen (14) calendar days after the City Administrator's written decision. Failure to request arbitration within this timeframe shall waive the grievance.

Step 5 The City and the union will submit to PERB-sponsored mediation with a PERB-appointed mediator before proceeding to grievance arbitration, and will jointly communicate with PERB to make said request.

ARTICLE29
Savings Clause

If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action, or by reason of any existing, or subsequently enacted legislation, the remaining part or portion of this Agreement, shall remain in full force and effect.

ARTICLE 30
Minimum Crew Size

The City of Keokuk will retain a minimum of five (5) personnel on the shift at all times. The chief will not be counted as the fifth person.

ARTICLE 31

Funeral Benefit

The City will pay equal to three months' gross salary as funeral expense benefit, if death occurs while employee is on duty and death occurs as a result of work-related activities

ARTICLE 32

Negotiations

Negotiations for a succeeding Agreement to become effective starting July 1, 2027, shall begin after August 31, 2026, but not later than September 30, 2026.

ARTICLE 33

Drug Testing

City shall conduct drug and alcohol testing, including random testing, pursuant to state and federal law.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2024.

Any supplement mutually agreed to thereafter shall become a part of this Agreement.

CITY OF KEOKUK

By:

ATTEST:

LOCAL #568, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS:

By:

ATTEST:



COUNCIL ACTION FORM

Date: May 16, 2024

Presented By: Brian Carroll, P.W.D. *BC*

Subject: PCC Road Surfacing Agenda Item: _____

Description:

Four bids were received on Friday, May 3, 2024 to remove and replace PCC roadway at three locations. Location 1 - near the intersection of Middle Road and Summit Avenue consisting of 85.3 square yards; location 2 - 526 Washington Street, consisting of 60.1 square yards and includes nineteen lineal feet of 6" round curb; and Location 3 - 606 North 19th Street, consisting of 108 square yards and includes forty lineal feet of 6" slant curb. The low bid was submitted by Hickey Contracting of Keokuk, IA in the amount of \$32,625.26 (see attached bid tab).

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: 110-211-6799 Title: Capital Improvements - Roadway Maintenance

Amount Budgeted: \$200,000.00

Actual Cost: \$32,625.26

Under/Over: _____

Funding Sources:

Departments:
RUT

Is this item in the CIP? YES NO CIP Project Number: _____

RESOLUTION NO.

**A RESOLUTION AWARDDING CONTRACT FOR
PCC ROAD SURFACING**

WHEREAS the City accepted bids to remove and replace PCC road surfacing and 6” of modified subbase in three locations; and

WHEREAS Location 1 is near the intersection of Middle Road and Summit Avenue consisting of 85.3 square yards; and

WHEREAS Location 2 is 526 Washington Street consisting of 60.1 square yards and includes nineteen lineal feet of 6” round curb; and

WHEREAS Location 3 is 606 North 19th Street consisting of 108 square yards and includes forty lineal feet of 6” slant curb; and

WHEREAS four bids were received, and the low bid was submitted by Hickey Contracting Company of Keokuk, IA in the amount of \$32,625.26.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a contract be awarded to Hickey Contracting Company in the amount \$32,625.26 for said project.

Passed this 16th day of May 2024

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

City of Keokuk
 Tabulation of Bids
 PCC Street Repairs

PCC STREET REPAIRS 2024	
Bid Opening May 3, 2024 at 4:00 p.m.	
Company Name and Address	Base Bid
Hickey Contracting Company, P.O. Box 68, Keokuk, IA 52632	\$ 32,625.26
Commercial Contracting Services (C.C.S.), 21 South 9th Street, Keokuk, IA 52632	\$ 36,996.40
Keokuk Contractors, INC, 853 Johnson Street Road, Keokuk, IA 52632	\$ 38,010.00
Steele Roofing, 1007 South 14th Street, Keokuk, IA 52632	\$ 43,918.50

AGENDA
COUNCIL WORKSHOP
May 16, 2024
IMMEDIATELY FOLLOWING REGULAR MEETING

1. Update from SEIRPC and Impact7G Related to the Brownfield Grant at 365 Carbide Lane.
2. Discuss Placement of Flower Garden Sculpture.