



**PLEASANT HILL CITY COUNCIL
REGULAR SESSION
February 23, 2016
6:30 PM**

- 1. CALL TO ORDER/ROLL CALL**
- 2. APPROVAL OF AGENDA**
- 3. PUBLIC INPUT (5 MINUTES FOR ITEMS NOT ON THE AGENDA)**
- 4. CONSENT ITEMS**
 - a. Council Minutes - dated 02-09-16
 - b. Claims Listing - dated 02-23-16
 - c. Expenditure Report - dated January 2016
 - d. Revenue Report - dated January 2016
 - e. Treasurer's Report - dated January 2016
 - f. Fire Department Report - dated January 2016
 - g. Police Department Report - dated January 2016
 - h. Park and Recreation Commission Minutes dated 02-11-16
 - i. Approve Liquor License - Great Escape, 655 NE 56th St., Ste. 100 (f/k/a/ Premiere Bowling)
 - j. **Resolution #022316-01** - Transfer of Funds – Emergency Fund to Equipment Replacement Fund
 - k. **Resolution #022316-02** - Transfer of Funds – Employee Benefits Fund to General Fund
- 5. BUSINESS ITEMS**
 - a. **Resolution #022316-03** -Approving the Union Agreement Between City of Pleasant Hill, Iowa, Public Works Department and, Teamsters Local Union 238
 - b. **Resolution #022316-04** - Approving A Policy Establishing a Tobacco Free Parks and Trails Policy for the City of Pleasant Hill, Iowa
- 6. CLOSING COMMENTS**
- 7. ADJOURNMENT**

**PLEASANT HILL CITY COUNCIL
REGULAR SESSION
FEBRUARY 09, 2016
6:30 PM**

1. CALL TO ORDER/ROLL CALL

Mayor Kurovski called the Pleasant Hill City Council meeting to order on February 9, 2016 at 6:30 p.m. in the City Council Chambers. PRESENT: Jeff Mullen, Curt Gause, Dean Cooper, Barb Malone, Mark Konrad and Mayor Sara Kurovski. ABSENT: none.

2. APPROVAL OF AGENDA

Konrad/Malone moved to approve the agenda as presented. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.

3. PRESENTATIONS:

a. Review of 2015 Park and Recreation Activities – Heath Ellis and Rick Courcier

Parks Supervisor Heath Ellis and Recreation Manager Rick Courcier gave an annual report presentation on Pleasant Hill's Park and Recreation Milestones over the past five years. They thanked the council for their support and creative leadership and looked forward to future parks, trails, and program development. The Mayor and Council thanked them and their teams for all their hard work and commitment.

4. PUBLIC HEARINGS:

Mayor Kurovski opened the Public Hearing for the 2016 Concrete Patch Project at 6:45p.m. City Engineer Eric Cannon explained this was the final plans and specifications for the 2016 patching project. The bid letting was held February 3rd at which time ten aggressive bids were received ranging from \$234,890 to \$278,000. TK Concrete was the low bidder. Mr. Cannon said they were a good contractor who had done previous projects for the City, so he recommended accepting the bid. Hearing no comments from the public, the Mayor closed the public hearing at 6:46p.m.

a. 2016 CONCRETE PATCH PROJECT

a. **Resolution #020916-01** – Approval of Plans, Specifications, and Project Award for the 2016 Street Repair Project

Cooper/Malone moved to approve **Resolution #020916-01** – Approval of Plans, Specifications, and Project Award for the 2016 Street Repair Project. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.

5. PUBLIC INPUT (5 MINUTES FOR ITEMS NOT ON THE AGENDA)

There were none.

6. CONSENT ITEMS

Mullen/Konrad moved to approve the **CONSENT ITEMS**: Council Minutes - dated 01-26-16, Claims Listing dated 02-09-16, Tax Abatement Report dated January 2016, Board of Adjustments Minutes dated 11-05-15, Joint Planning & Zoning Commission and Park & Recreation Minutes dated 12-07-15, Planning & Zoning Commission Minutes dated 01-04-16, Planning & Zoning Commission Special Meeting Minutes dated 01-18-16, Park and Recreation Commission Minutes dated 01-14-16, Library Board Minutes dated 12-17-15, **Resolution #020916-02** – Approval of Lien Schedule, **Resolution #020916-03** – Approval of Payment Application No. 5 – NE 75th Street Improvements. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.

7. BUSINESS ITEMS

a. **Resolution #020916-04** – Set Public Hearing for FY 17 Budget

Cooper/Malone moved to approve **Resolution #020916-04** – Set Public Hearing for FY 17 Budget. City Manager Don Sandor explained that Cities are annually required to set the budget hearings before the fiscal year start of July 1st. The hearing will be held March 8, 2016 with public notice of the budget published 10-20 days prior. The Public Works Union contract is still an outstanding item to be done prior to the March 15th budget certification due date. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.

- b. Approve Appointment to the Planning and Zoning Commission
Malone/Gause moved to approve the Appointment of Rachel Anderson to the Planning and Zoning Commission. City Manager Don Sandor explained that with the election of Curt Gause to the City Council, he had to resign his seat on the Planning and Zoning Commission effective December 31, 2015. The term runs through June 30, 2017. The opening was advertised and five candidates applied. Planning and Zoning Chair Mark Ackelson and Curt Gause interviewed the candidates. They recommend that Rachel Anderson be appointed to fill the remainder of the term, until June 30, 2017. Mayor Kurovski welcomed Ms. Anderson to the P&Z Commission. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.
- c. **Resolution #020916-05** – Approve Revised Fire Chief Contract
Konrad/Mullen moved to approve **Resolution #020916-05** – Approve Revised Fire Chief Contract. City Manager Don Sandor explained that the City Council had previously approved revisions to the job description of the Pleasant Hill Fire Chief. It is now appropriate to also revise the employment contract for the Fire Chief with those updates. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.
- d. **Resolution #020916-06** – Approval of Plans, Specifications, and Letting Schedule for the Youngstown Trail Phase 1 Project
Mullen/Malone moved to approve **Resolution #020916-06** – Approval of Plans, Specifications, and Letting Schedule for the Youngstown Trail Phase 1 Project. Senior Planner Madeline Sturms explained that the City has an existing plan for trail development within the community. Segments of the trail are completed when private development occurs, when road projects are completed and as separate trail projects. The Canterbury Heights project will continue the next section of trail extension for Youngstown Trail and the remainder of the project is on public property. This trail portion connects the on-street facilities at NE 56th Street and will eventually connect to the Gay Lea Wilson trail at Parkridge Avenue. Plans and specifications for the first phase have now been completed for approval and scheduling for bidding and project award. The package is proposed for a bid letting date of March 2, 2016 and potential contract award on March 8, 2016. Councilmember Mullen said it is great to continue the trails whenever we can. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.
- e. **Resolution #020916-07** – Support of Grant Application for Agricultural Urbanism Toolkit from ISU Community Design Lab
Malone/Konrad moved to approve **Resolution #020916-07** – Support of Grant Application for Agricultural Urbanism Toolkit from ISU Community Design Lab. Senior Planner Madeline Sturms explained that The Iowa State University Community Design Lab has a grant program available that supports and promotes holistic food systems through public design that engages community leaders in an effort to collaborate and connect the unique assets of the community. The recently completed Comprehensive Plan identified goals related to health that could increase quality of life, provide economic development opportunities, and enhance the character of the community. The Agricultural Urbanism Toolkit engages community input to find tactics which more most feasible in the community to create a healthier and more sustainable local and regional environment. The City has included initial budgeted grant matching dollars in the proposed budget. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.
- f. **Resolution #020916-08** – Agreement for Professional Engineering Services for the NE 70th Improvements Project
Cooper/Malone moved to approve **Resolution #020916-08** – Agreement for Professional Engineering Services for the NE 70th Improvements Project. Assistant City Manager Ben Champ explained that the City has been working annually through a series of roadway capital improvement program projects. One of the next major steps is the reconstruction of NE 70th Street in an area between University Avenue and Rising Sun Drive. This is a connection that will eventually connect south to SE 6th Avenue in a later phase and serve development in the future center of the community. The project will begin immediately with a traffic study that will also consider the intersection with Rising Sun Drive for a second potential roundabout or standard signal improvements. These improvements relate to the recently completed comprehensive plan and the project will incorporate complete street elements and community signage within the roundabout. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.
- g. **Resolution #020916-09** – Site Plan for Villas at Prairie Creek
Konrad/Gause moved to conditionally approve **Resolution #020916-09** – Site Plan for Villas at Prairie Creek, subject to meeting the engineering criteria and signage per the Planning and Zoning Commission's recommendation. Assistant City Manager Ben Champ explained that The City has been working with the purchaser of development property in the City of Pleasant Hill in an area southeast of Highway 65 and Oakwood Boulevard over the last several months. This property was previously owned by the Iowa Department of Transportation and was recently auctioned off by the Department as excess right-of-way. The property has been assigned zoning to coincide with the Future Land Use Plan and a Preliminary Plat was approved subject to remaining engineering comments at a previous meeting. A site plan has been submitted for the

western portion of the property. The council and developer discussed timing of the phases. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.

- h. **Resolution #020916-10**– Agreement for Professional Engineering Services with Kirkham Michael & Associates, Inc. Cooper/Konrad moved to approve **Resolution #020916-10**– Agreement for Professional Engineering Services with Kirkham Michael & Associates, Inc. Senior Planner Madeline Sturms explained that the City has been working for several years with the City of Des Moines to plan and construct the Southeast Connector. Annually for several years, the two entities have applied for and received funding for the project. Des Moines is now nearing completion of the latest segment extending the roadway to 30th Street. The funding now on hand is a good fit for improvements to Pleasant Hill Boulevard and Vandalia Road in support of the project. The Cities have agreed to direct funding toward this portion and the attached scope of services with the project engineer, Kirkham Michael and Associates has been developed. Funding for the design and construction would come from capital improvement project funds and Surface Transportation Project (STP) funds awarded through the Des Moines Area Metropolitan Planning Organization. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.
- i. **Resolution #020916-11** – Set Hearing on Intent to Acquire Agricultural Property and Authorize Acquisition of Necessary Property for Pleasant Hill Blvd and Vandalia Rd Intersection Project
Mullen/Malone moved to approve **Resolution #020916-11** – Set Hearing on Intent to Acquire Agricultural Property and Authorize Acquisition of Necessary Property for Pleasant Hill Blvd and Vandalia Rd Intersection Project. Senior Planner Madeline Sturms explained that The City of Pleasant Hill has been working with the City of Des Moines to plan and construct the SE Connector as a transportation corridor connecting the Highway 5/65 Bypass to downtown Des Moines for several years. The intersection will provide for local traffic needs and be designed to align with future construction of the Southeast Connector. To move forward with the project, the City will need to acquire the necessary right-of-way and easements for the project by gift, negotiation, or eminent domain including acquiring agricultural property. These actions are required by Iowa law before the City can initiate the right-of-way acquisition process under eminent domain. The City of Pleasant Hill and City of Des Moines are coordinating the acquisition process to be led by Des Moines real estate staff. This resolution sets the public hearing for the intent to acquire property for March 22, 2016 at 6:30 PM. Notices will be sent to the affected property owners pursuant with Iowa Code Chapter 6B prior to the public hearing. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.

8. CLOSING COMMENTS

Mayor Kurovski talked about the MAC meeting she had attended that day, adding that a 2016 Iowa Legislative update packet would be placed in the dropbox for council to review. The legislative update touched on topics such as fireworks, puppy mills, cannabis, and several other items up for discussion. There was some discussion on the fireworks topic.

City Manager Don Sandor said that he and the Fire Chief would like to know the Councils' views on the fireworks legislation, and asked that they contact him to discuss further. Mr. Sandor also announced there would be a work session next Tuesday, February 16, 2016 at 6:00p.m. DART representatives will be there to discuss their 2035 plan and budget.

Library Director John Lerdal thanked Communications Specialist Janet Wilwerding for sending out the emails about the Libraries program "1000 books before Kindergarten". He was thankful and proud of the coverage their library had received for a good cause. Mr. Lerdal also announced that both Pleasant Hill and Altoona libraries had received a \$10,000 grant from Face Book to fund STEM programs. STEM stands for Science, Technology, Engineering, and Math education and to interest kids in these programs. ISU has developed a curriculum that they will utilize, and he wants people to be aware of its existence so the openings can all be filled.

9. CLOSED SESSIONS:

- a. Pursuant to Iowa Code Section 21.5.1 (j) to Discuss the Possible Purchase of Particular Real Estate
Malone/Mullen moved to move into Closed session : Pursuant to Iowa Code Section 21.5.1 (j) to Discuss the Possible Purchase of Particular Real Estate. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.
Council returned to open session. Mayor Kurovski announced no action was taken in closed session.
- b. Pursuant to Iowa Code Section 20.17 (3) Providing for the Strategy Meetings of Public Employers Collective
Malone/Konrad moved to move into Closed session : Pursuant to Iowa Code Section 20.17 (3) Providing for the Strategy Meetings of Public Employers Collective. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.
Council returned to open session. Mayor Kurovski announced no action was taken in closed session.

10. ADJOURNMENT

Malone/Gause moved to adjourn the meeting. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0. The meeting was adjourned at 7:49 p.m.

Sara Kurovski, Mayor

ATTEST:

Dena J. Spooner, City Clerk/Finance Director

=====PAYMENT DATES=====

PAID ITEMS DATES : 2/10/2016 THRU 2/23/2016
PARTIALLY ITEMS DATES: 2/10/2016 THRU 2/23/2016
UNPAID ITEMS DATES :

VENDOR NAME	DESCRIPTION	GROSS AMOUNT
4G WELDING	MISC EQUIPMENT	902.08
A & S REPAIR, INC.	REPAIR 2007 INTL PLOW TRUCK	506.90
ACTIVE 911	ACTIVE 911 NOTIFICATION	562.50
AFLAC INSURANCE	INSURANCE	1,092.10
AIA CORPORATION	UNIFORMS/SAFETY EQUIP	16.00
AL PIZZANO	MISC. EQUIPMENT	137.79
ALTOONA HERALD INDEX	COMMUNICATOR	1,416.73
ARROW FABRICARE SERVICES	DECONTAMINATION-BUNKER GEAR	178.00
ARROW INTERNATIONAL, INC.	MEDICAL SUPPLIES	590.48
BAKER & TAYLOR	BOOKS	1,236.16
BEN FREEBORN	CUSTODIAL	1,667.74
BOUNDTREE MEDICAL	MEDICAL SUPPLIES	327.10
BRICK, GENTRY, BOWERS LAW	CONSULTANT/PROFESSIONAL	1,575.00
BROTHERS CONSTRUCTION, INC	DOANES GARAGE	13,572.77
BROWNELL'S, INC.	OFFICE SUPPLIES	59.94
CAPITAL CITY EQUIPMENT CO	2011 TOOLCAT DRIVE BELT	583.59
CAR & DRIVER	MAGAZINE	26.47
CARPENTER UNIFORMS/PROMOT	UNIFORMS	375.96
CENTURY LINK	YC DSL	63.98
CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	30.49
COLLECTION SERVICES	GARNISHMENT WITHHOLDING	1,156.66
COSMOPOLITAN	MAGAZINE	33.89
CRAIG MCCLANAHAN	COMPUTER REPAIR	200.00
CRYSTAL CLEAR WATER CO.	OPERATING SUPPLIES	21.00
D.R.I.V.E.	D.R.I.V.E. DEDUCTION	10.00
DEMCO	BOOK PROCESSING SUPPLIES	609.59
DES MOINES BICYCLE COLLECT	BIKE MONTH SPONSORSHIP	500.00
DES MOINES STAMP MANU CO	UNIFORMS/SAFETY EQUIPMENT	172.74
DISCOVER	MAGAZINE	24.95
ED M FELD EQUIPMENT CORP	FIRE BOOTS	1,679.75
ELECTRIC PUMP	SALT BRINE OPERATION REPAIR	194.49
ELECTRONIC ENGINEERING	PAGER REPAIR CONTRACT	141.00
FAMILY SUPPORT PAYMENT CEN	GARNISHMENT WITHHOLDING	102.94
FASTENAL COMPANY	WASHERS - WING PLOW	5.82
G & K SERVICES	FLOOR MATS	251.55
G&L CLOTHING	UNIFORMS/SAFETY EQUIPMENT	250.00
HALLETT MATERIALS	ICE CONTROL SAND	710.15
HDR, INC.	PROF ACOUSTIC ENGR SVCS	2,403.83
HEATH ELLIS	PRUNING WORKSHOP SUPPLIES	25.60
HY-VEE - CITY HALL ACCOUNT	OPERATING SUPPLIES	20.98
HYDRO KLEAN	SANITARY SEWER BACK UP	777.25
ICMA-RC	DEFERRED COMPENSATION	2,258.24
IDALS	ANIMAL WELFARE LICENSE RENEWAL	75.00
INTERNAL REVENUE SERVICE	FED WITHHOLDING	31,504.23

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
P U B L I C A T I O N

VENDOR SET: 01 CITY OF PLEASANT HILL
REPORTING: PAID, UNPAID, PARTIAL

BANK: ALL

=====PAYMENT DATES=====

PAID ITEMS DATES : 2/10/2016 THRU 2/23/2016
PARTIALLY ITEMS DATES: 2/10/2016 THRU 2/23/2016
UNPAID ITEMS DATES :

VENDOR NAME	DESCRIPTION	GROSS AMOUNT
INTERSTATE BATTERIES	BACK-UP BATTERIES-EXIT LIGHTS	67.96
IOWA DARE ASSOCIATION	DUES/MEMBERSHIP	50.00
IOWA DEPT OF PUBLIC SFTY	IOWA SYSTEM CONTRACT	603.00
IOWA DEPT OF REVENUE & FI	STATE WITHHOLDING	5,236.00
IOWA LIVING MAGAZINE	PH LIVING MAGAZINE LAYOUT	579.00
IOWA STATE UNIVERSITY	EDUCATION/TRAINING	100.00
IPERS-REGULAR	IPERS CONTRIBUTIONS	18,087.24
J. BENJAMIN CHAMP	TRAVEL & CONFERENCE	2,371.32
JANET WILWERDING	TRAVEL & CONFERENCE	42.36
JENSEN BUILDERS	MAINT BLDG ADDITION-REL RETAIN	21,149.65
KECK, INC	FUEL - JAN 16	3,824.27
KOCH BROTHERS	COPIER MAINTENANCE	1,116.05
MADELINE STURMS	EDUCATION/TRAINING	47.12
MCANINCH CORPORATION	NE 75TH ST IMP PROJ-PAY AP #4	5,556.28
MEDIACOM	INTERNET ACCESS	205.90
MEDPRO WASTE DISPOSAL, LLC	BIO-HAZARD DISPOSAL	99.00
MENARDS-ALTOONA	MAIL BOX REPAIR POST	770.02
MIDAMERICAN ENERGY CO	UTILITY SERVICE	186.74
MISCELLANEOUS VENDOR	EVELYN THOMAS-OVERPAYMENT AMB	383.00
NATIONAL GEOG TRAVELER	MAGAZINE	19.95
NATIONAL SAFETY COUNCIL	DEPARTMENT MEMBERSHIP	395.00
NEW YORK LIFE INSURANCE	NEW YORK LIFE INSURANCE	41.43
NORTHLAND	SYNTHETIC OIL-CHEV TRUCKS	77.80
NUCARA PHARMACY #27	EMPLOYEE FLU SHOTS	597.54
O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	276.68
OCLC, INC.	DATABASE ACCESS	35.25
OFFICE OF VEHICLE SERVICES	SALVAGE EXAMS-JAN 2016	530.00
OUR IOWA	MAGAZINE	18.98
P & P SMALL ENGINES	PRUNING EQUIPMENT	277.95
PAUL L. ASCHEMAN, PH.D.	MEDICAL/PHYSICALS	187.50
PLEASANT HILL CHAMBER	DUES	120.00
PORTER DO IT BEST	AUTO MAINT SHOP SUPPLIES	241.60
PRIME MEDIA ACQUISITION CO	OPERATING SUPPLIES	157.04
QUILL	OFFICE SUPPLIES	941.93
RACOM CORPORATION	REPAIR/MAINTENANCE - EQUIPMENT	90.00
RECORDED BOOKS	BOOKS ON CD	387.18
RELIANCE STANDARD	DENTAL PREMIUM PAYROLL DEDUCT	3,094.72
RELIASTAR LIFE INSURANCE C	DEFERRED COMP - ING	2,928.32
RUSS PAUL	TUITION REIMBURSEMENT	1,000.00
S & S WORLDWIDE, INC.	PROGRAM SUPPLIES	164.84
SECRETARY OF STATE	NOTARY RENEWAL	30.00
SHERWIN WILLIAMS - ALTOONA	PAINT-AUTO MAINTENANCE SHOP	169.65
SIGNARAMA OF ANKENY	REPAIR/MAINTENANCE - EQUIPMENT	1,228.00
SKINNER LAW OFFICE, P C	LEGAL COUNSEL-JAN 2016	2,444.65

A C C O U N T S P A Y A B L E
 O P E N I T E M R E P O R T
 P U B L I C A T I O N

=====PAYMENT DATES=====

PAID ITEMS DATES : 2/10/2016 THRU 2/23/2016
 PARTIALLY ITEMS DATES: 2/10/2016 THRU 2/23/2016
 UNPAID ITEMS DATES :

VENDOR NAME	DESCRIPTION	GROSS AMOUNT
STANARD & ASSOC., INC	EDUCATION/TRAINING	97.00
STAPLES CREDIT PLAN	EMPLOYEE CERTIFICATES	44.14
STRYKER SALES CORP	AMBULANCE COT REPAIRS	16.58
TARGETSOLUTIONS LEARNING	EDUCATION/TRAINING	675.00
TASC	FLEXIBLE DEP BENE PLAN	2,172.26
TASER INTERNATIONAL	COMMUNICATIONS	1,165.09
TEAMSTERS LOCAL UNION #238	UNION DUES DEDUCTION	600.48
THE EQUITABLE	DEFERRED COMP - THE EQUITABLE	675.36
THE HARTFORD	DEFERRED COMP - THE HARTFORD	591.05
TOMPKINS INDUSTRIES INC	HYDRAULIC FITTINGS-SNOW PLOWS	39.20
TRITECH SOFTWARE SYSTEMS	EMS BILLING	1,025.00
UNITED WAY OF CENTRAL IA	UNITED WAY CONTRIBUTION	38.00
UNIVERSITY PHOTO	FILM/DEVELOPING	1,514.95
UNUM LIFE INSURANCE COMPAN	LTD PAYROLL DEDUCTION TAXED	1,795.00
UPSTART	PROGRAM SUPPLIES	303.44
USA TODAY	NEWSPAPER	301.31
VERIZON WIRELESS	AMBULANCE CELL PHONES	402.00
WELLMARK BLUE CROSS BLUE S	HEALTH INS PREM PAYROLL DEDUCT	19,914.07
WINDSTREAM	PHONE SVC - CITY COMPLEXES	1,652.76
ZIEGLER INC	REPAIR CIRCUIT BREAKER-WW PUMP	433.07
** TOTAL **	-City of Pleasant Hill	177,438.12

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
P U B L I C A T I O N

=====PAYMENT DATES=====

PAID ITEMS DATES : 2/10/2016 THRU 2/23/2016
PARTIALLY ITEMS DATES: 2/10/2016 THRU 2/23/2016
UNPAID ITEMS DATES :

FUND TOTALS

001	GENERAL	104,482.05
110	ROAD USE	15,520.27
301	CAPITAL PROJECTS	13,572.77
304	TIF CAPITAL PROJECTS	5,556.28
610	SEWER	16,502.81
699	EQUIPMENT REPLACEMENT	21,803.94
GRAND TOTAL		177,438.12

EXPENDITURES BY PROGRAM, AREA & DEPARTMENT

AS OF: JANUARY 31ST, 2016

% OF YEAR COMPLETED - 58.33

EXPENDITURES	CURRENT BUDGET	MONTHLY ACTUAL	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PUBLIC SAFETY					
=====					
POLICE DEPARTMENT	2,165,520	144,888.54	1,179,829.57	985,690.43	54.48
EMERGENCY FUND	0	0.00	0.00	0.00	0.00
EMERGENCY MANAGEMENT	11,100	131.39	12,428.37 (1,328.37)	111.97
FIRE DEPARTMENT	818,797	64,709.28	448,137.55	370,659.45	54.73
EMS/AMBULANCE	78,450	4,946.56	37,832.21	40,617.79	48.22
ANIMAL CONTROL	<u>3,000</u>	<u>53.50</u>	<u>980.40</u>	<u>2,019.60</u>	<u>32.68</u>
TOTAL PUBLIC SAFETY	3,076,867	214,729.27	1,679,208.10	1,397,658.90	54.58
PUBLIC WORKS					
=====					
ROADS, BRIDGES & SIDEWALK	820,412	54,655.02	446,179.58	374,232.42	54.38
STREET LIGHTING	137,000	10,491.02	74,904.48	62,095.52	54.67
TRAFFIC CONTROL	50,000	8,617.07	29,692.13	20,307.87	59.38
SNOW REMOVAL	63,000	5,023.86	44,171.11	18,828.89	70.11
STREET CLEANING	0	0.00	0.00	0.00	0.00
STORM SEWERS	0	0.00	106.93 (106.93)	0.00
ADMINISTRATIVE	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PUBLIC WORKS	1,070,412	78,786.97	595,054.23	475,357.77	55.59
HEALTH/SOCIAL SERVICES					
=====					
MOSQUITO CONTROL	<u>10,500</u>	<u>0.00</u>	<u>7,423.43</u>	<u>3,076.57</u>	<u>70.70</u>
TOTAL HEALTH/SOCIAL SERVICES	10,500	0.00	7,423.43	3,076.57	70.70
CULTURE/RECREATION					
=====					
LIBRARY	598,126	31,663.33	300,136.65	297,989.35	50.18
PARKS	274,231	14,886.41	159,976.33	114,254.67	58.34
RECREATION	160,806	22,535.97	103,699.28	57,106.72	64.49
CEMETERY	<u>6,750</u>	<u>819.95</u>	<u>9,341.88 (</u>	<u>2,591.88)</u>	<u>138.40</u>
TOTAL CULTURE/RECREATION	1,039,913	69,905.66	573,154.14	466,758.86	55.12
COMMUNITY ECONOMIC DEVELOPMENT					
=====					
LMI	601,000	0.00	581,745.00	19,255.00	96.80
TIF	372,669	0.00	119,240.49	253,428.51	32.00
PLANNING & ZONING	<u>544,901</u>	<u>69,600.91</u>	<u>336,465.69</u>	<u>208,435.31</u>	<u>61.75</u>
TOTAL COMMUNITY ECONOMIC DEVELOPMENT	1,518,570	69,600.91	1,037,451.18	481,118.82	68.32

EXPENDITURES BY PROGRAM, AREA & DEPARTMENT

AS OF: JANUARY 31ST, 2016

% OF YEAR COMPLETED - 58.33

EXPENDITURES	CURRENT BUDGET	MONTHLY ACTUAL	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
GENERAL GOVERNMENT					
=====					
MAYOR	13,764	457.44	3,253.92	10,510.08	23.64
COUNCIL	94,523	6,655.96	66,400.89	28,122.11	70.25
CLERK, TREASURER, ADMIN.	373,669	24,886.79	217,771.78	155,897.22	58.28
ELECTIONS	3,000	3,392.54	3,392.54 (392.54)	113.08
LEGAL SERVICES/CITY ATTY	135,000	4,263.31	109,060.84	25,939.16	80.79
CITY HALL & BUILDINGS	274,149	22,631.84	153,822.65	120,326.35	56.11
UTILITY FRANCHISE	90,000	0.00	73,730.49	16,269.51	81.92
IT	130,250	10,611.29	62,297.45	67,952.55	47.83
TOTAL GENERAL GOVERNMENT	1,114,355	72,899.17	689,730.56	424,624.44	61.90
DEBT SERVICE					
=====					
DEBT SERVICE	0	0.00	0.00	0.00	0.00
2004 URB RENEW	0	0.00	0.00	0.00	0.00
2003 URB RENEW	0	0.00	0.00	0.00	0.00
2006 URB REN/CORP PURP	0	0.00	0.00	0.00	0.00
2007 URB REN/CORP PURP	0	0.00	0.00	0.00	0.00
2010 URB REN/CORP PURP	0	0.00	0.00	0.00	0.00
2009 CORP PURP/REFUNDING	269,675	0.00	7,337.50	262,337.50	2.72
2009 SEWER IMPROVEMENT	68,435	0.00	6,717.50	61,717.50	9.82
BOX CULVERT REPLACE-EVAN	22,376	0.00	22,376.23	0.02	100.00
2011 URB REN/CORP PURP	0	0.00	0.00	0.00	0.00
2012 ESSEN/CORP/GEN PURP	258,350	0.00	9,175.00	249,175.00	3.55
2012 URB REN	0	0.00	0.00	0.00	0.00
2015 BOND	40,071	0.00	17,908.26	22,162.74	44.69
TOTAL DEBT SERVICE	658,907	0.00	63,514.49	595,392.76	9.64
CAPITAL PROJECTS					
=====					
CAPITAL PROJECTS	4,335,330	58,329.65	1,676,744.76	2,658,585.24	38.68
TOTAL CAPITAL PROJECTS	4,335,330	58,329.65	1,676,744.76	2,658,585.24	38.68
BUSINESS TYPE ACTIVITIES					
=====					
WATER ADMINISTRATION	273,000	0.00	212,008.84	60,991.16	77.66
SEWER DEPARTMENT	1,384,369	97,373.91	842,449.18	541,919.82	60.85
SOLID WASTE DEPARTMENT	393,000	7,287.04	236,064.99	156,935.01	60.07
EQUIPMENT REPLACEMENT	602,400	9,562.17	278,994.33	323,405.67	46.31
STORM WATER	172,500	3,165.70	15,053.61	157,446.39	8.73
TOTAL BUSINESS TYPE ACTIVITIES	2,825,269	117,388.82	1,584,570.95	1,240,698.05	56.09

EXPENDITURES BY PROGRAM, AREA & DEPARTMENT

AS OF: JANUARY 31ST, 2016

% OF YEAR COMPLETED - 58.33

EXPENDITURES	CURRENT BUDGET	MONTHLY ACTUAL	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-PROGRAM					
=====					
NON-DEPARTMENTAL	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NON-PROGRAM	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	15,650,123	681,640.45	7,906,851.84	7,743,271.41	50.52
	=====	=====	=====	=====	=====

CITY OF PLEASANT HILL
REVENUE PUBLICATION REPORT
AS OF: JANUARY 31ST, 2016

	MONTHLY REVENUE
GENERAL	134,722.23
ROAD USE	79,415.25
EMPLOYEE BENEFIT FUND	3,235.97
EMERGENCY FUND	409.99
INDUSTRIAL TIF DISTRICT	4,465.18
EAST URBAN RENEWAL TIF	3,694.86
LMI FUND	5.76
SPECIAL ASSESSMENT	0.07
URBAN RENEWAL CCRK TIF	6,009.91
FEDERAL PROCEEDS	5.52
AVENUE OF FLAGS T & A	0.25
P&R COMPLEX TRUST & AGNCY	3.03
LIBRARY TRUST & AGENCY	3.70
MEMORIAL TRUST & AGENCY	0.14
DEBT SERVICE	2,205.09
CAPITAL PROJECTS	365.00
WATER PARK PROJECT	0.00
TIF CAPITAL PROJECTS	560.57
PERPETUAL TRUST & AGENCY	7.46
WATER	161.70
SEWER	52,912.02
SEWER CONSTRUCTION FUND	0.00
SOLID WASTE	6,793.39
EQUIPMENT REPLACEMENT	2,663.60
STORM WATER	<u>1,967.47</u>
GRAND TOTAL REVENUES	299,608.16

TREASURER'S REPORT
CITY OF PLEASANT HILL
01/31/2016

FUND	BALANCE MONTH BEGINNING	REVENUE	EXPENSES	BALANCE MONTH ENDING
001-1110 Cash	919,488.70	134,656.59	446,157.97	607,987.32
001-1112 Money Market	5,030.65	0.20		5,030.85
001-1114 Cash - DMCU	34.59			34.59
001-1120 Petty Cash	1,450.00			1,450.00
001-1150 Investments	61,643.62			61,643.62
110-1110 Road Use	774,016.27	79,415.25	59,678.88	793,752.64
112-1110 Cash-Employee Benefits	20,712.22	3,235.97	20,712.22	3,235.97
119-1110 Emergency Fund	2,626.05	409.99	2,626.05	409.99
125-1110 Industrial TIF District	369,911.38	4,465.18		374,376.56
126-1110 East Urban Renewal TIF	819,159.97	3,694.86		822,854.83
127-1110 LMI Fund	53,219.30	5.76		53,225.06
130-1110 Special Assessment	640.54	0.07		640.61
145-1110 Urban Renewal CCRK TIF	1,445,502.70	6,009.91		1,451,512.61
177-1110 Drug Forfeitures	50,988.47	5.52		50,993.99
180-1110 Avenue of Flags	2,281.20	0.25		2,281.45
182-1110 Park/Rec	2,877.57	3.03		2,880.60
182-1150 Park/Rec Investments	25,129.19			25,129.19
183-1110 Library	26,746.92	3.70		26,750.62
183-1150 Library Investments	7,482.66			7,482.66
184-1110 Memorial	1,279.96	0.14		1,280.10
200-1110 Debt Service	249,363.27	2,205.09		251,568.36
301-1110 CIP Projects Fund	2,358,736.54	14,717.76	36,971.80	2,336,482.50
301-1150 CIP Projects Investments	1,015,799.21			1,015,799.21
304-1110 TIF CIP Projects Fund	5,182,593.81	560.57	35,710.61	5,147,443.77
500-1110 Cemetery	29,250.93	7.46		29,258.39
500-1150 Cemetery Investments	39,732.16			39,732.16
600-1110 Water	1,362,246.16	161.70	2.57	1,362,405.29
600-1150 Investments	108,966.62			108,966.62
600-1170 Meter Deposits	23,785.74	2.57		23,788.31
610-1110 Sewer	503,526.18	52,912.02	97,373.91	459,064.29
670-1110 Garbage/Recycling	93,085.63	6,793.39	7,287.04	92,591.98
699-1110 Equipment Replacement	347,199.01	2,663.60	9,562.17	340,300.44
740-1110 Storm Water	82,828.69	1,967.47	45,665.70	39,130.46
TOTAL	15,987,335.91	313,898.05	761,748.92	15,539,485.04

City Clerk/Finance Director

City Manager

Pleasant Hill Fire Department

January 2016 Report



Fire Activity:

Structure Fire 0
Automatic Alarm 2
CO Alarm 0
Gas Line Break 0

EMS Activity:

Medical Transports 52
Refusals 2
Fatality 0
Public Assist 3

Rescue Activity:

Technical Rescue 0
Water Rescue 0
Haz-Mat 0

Total Calls 57

Calls / Day 2

Comments:

The Fire Department was reissued our State Ambulance Operating Certification.

The on-site inspection found no deficiencies with our processes, procedures or training programs.



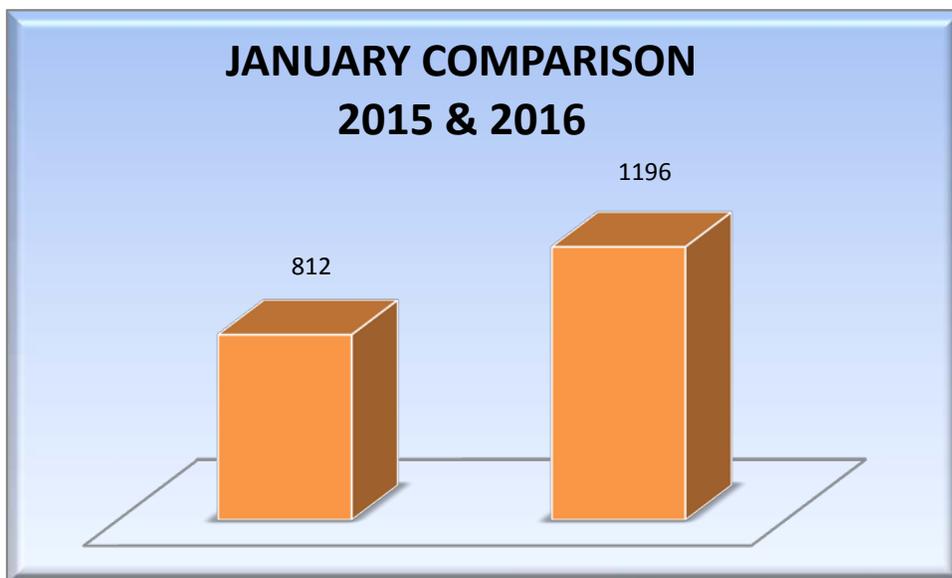
PLEASANT HILL POLICE DEPARTMENT



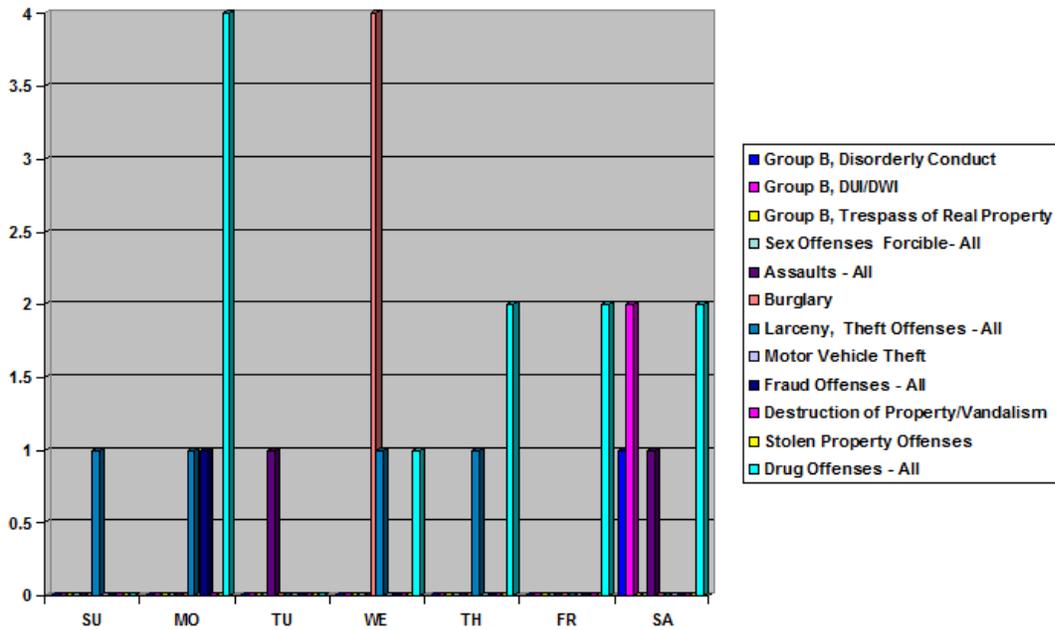
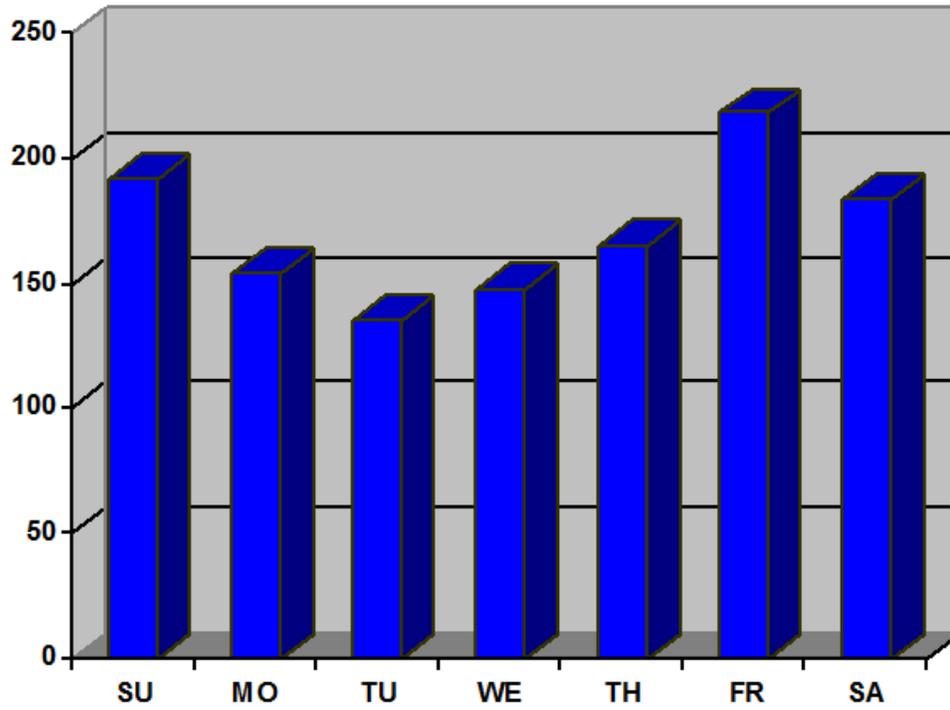
JANUARY 2016 MONTHLY REPORT

Calls for Service

January 2016 continues to demonstrate an ongoing trend for a level of increased calls for service for the Police Department. A quick comparison between the months of January 2015 and January 2016 illustrate an increase of 384 calls for service or 32%.

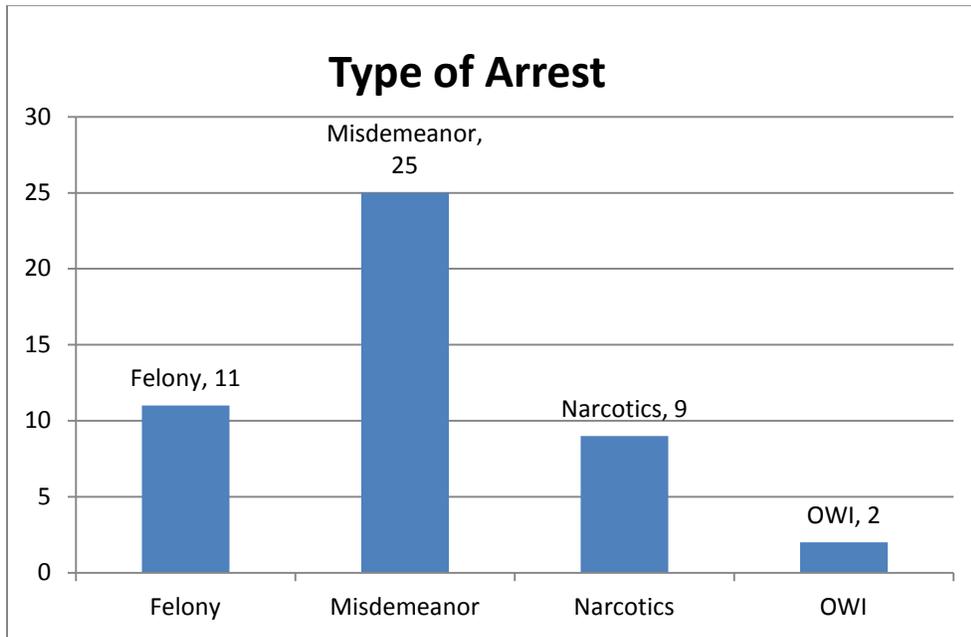


Calls for Service by Day of the Week

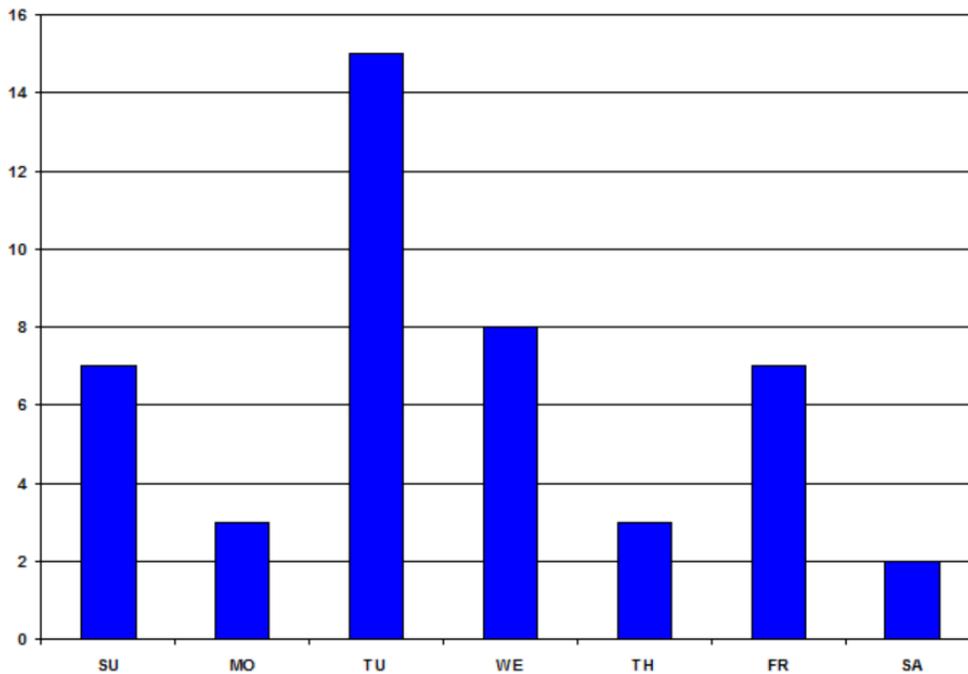


Arrest/Criminal Charges

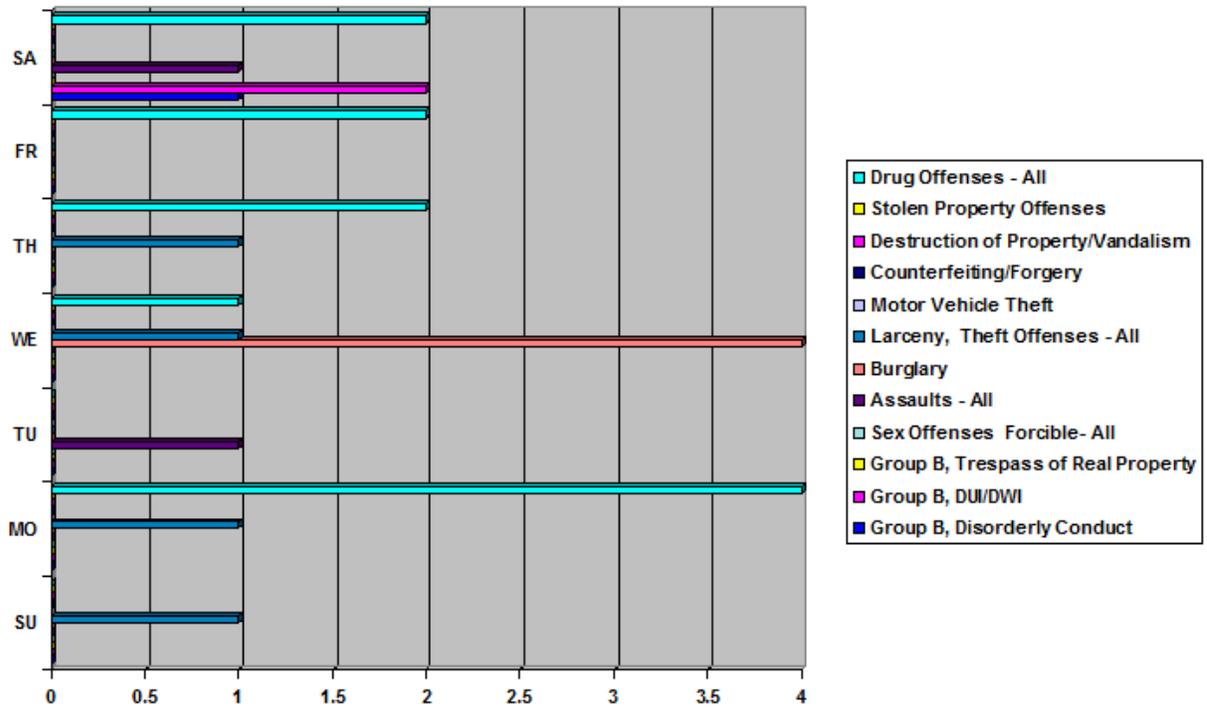
January 2016 arrest information was retrieved from the Officers Monthly Report. The number of arrests for adult offenders for January was 47. (Note; number of arrests does not equate the number of charges.)



OVERALL ARRESTS BY DAY OF THE WEEK



Arrests by Day of the Week – breakdown of crime/charges

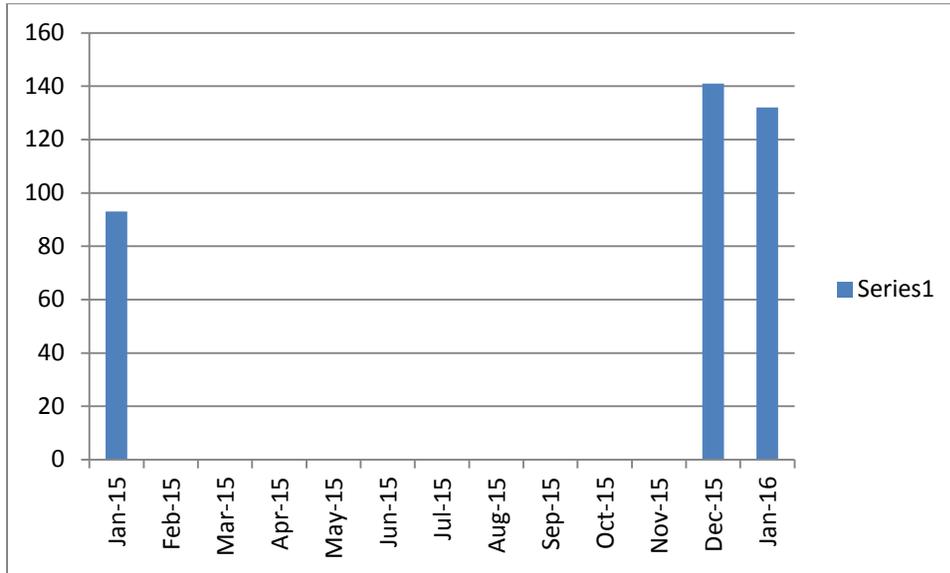


Trends

A trend that is being noted is an increase in the presence of gang members in the City. Identified by clothing, tattoos or other indicators, members of various gangs have been involved with Police in just the past month. Officer Perez is currently working on a report to provide to Council as he is an expert in gangs.

Incident Reports

Incident Reports reflect the number of cases that are filed by the Police Department. In December 2015, 141 cases were filed. Similarly, in January of 2016, 132 cases were filed compared to one year ago in January of 2015 where 93 cases were filed showing a 29 % increase from 2015.

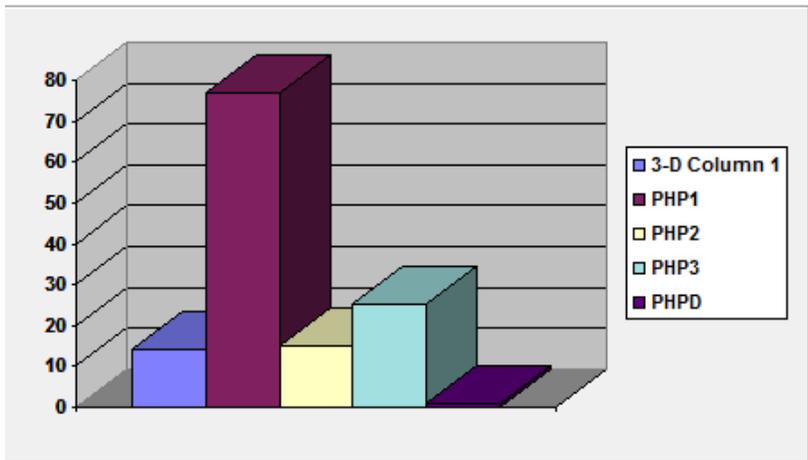


Incidents According to Territory

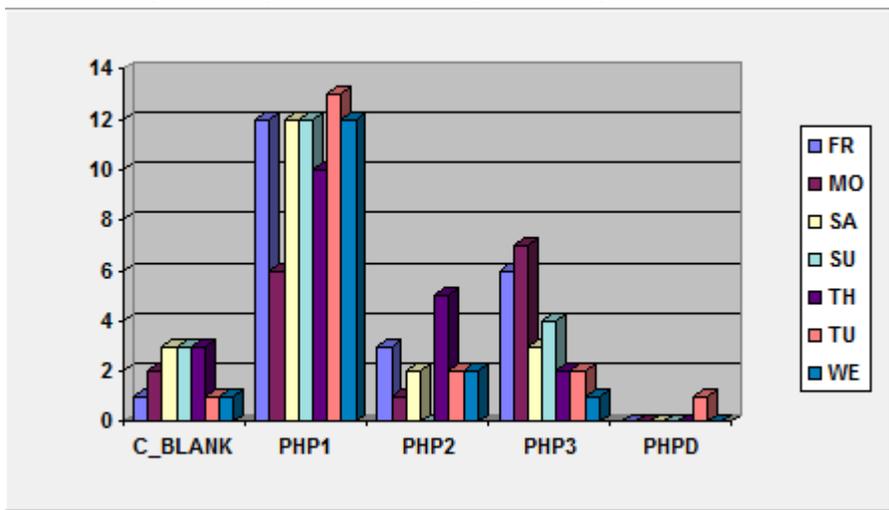
In November 2015 the Police Department divided the City of Pleasant Hill into three defined territorial boundaries. Through the identification of these distinct territories, a multi-faceted approach can be undertaken for crime analysis and proactive policing methods.

This approach includes identifying of the levels of activity that not only occur within the City as a whole, but better illustrates its location within the City itself through territory identification. This can further be broken down by day of the week, and if desired, by the time of day.

Incident Reports by Territory

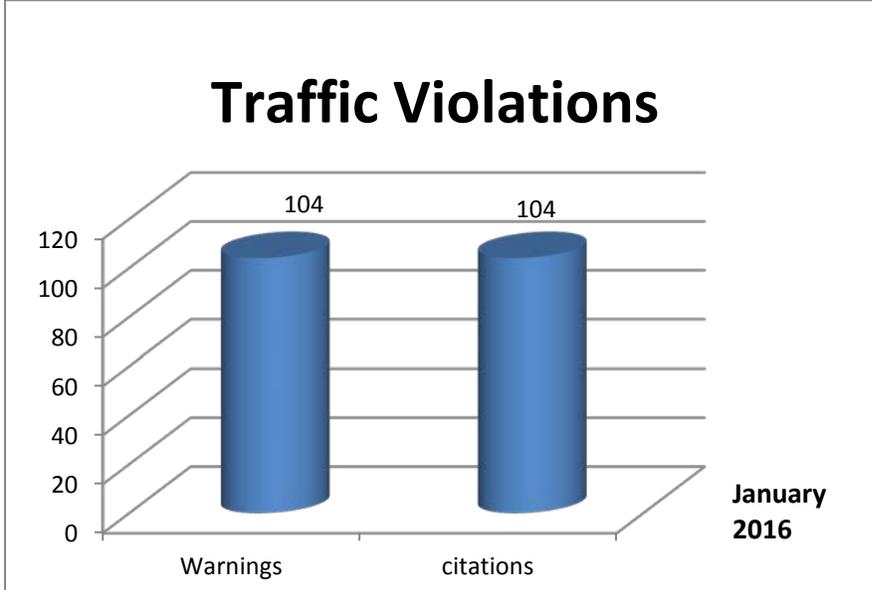


Incident Reports Day of the Week by Territory



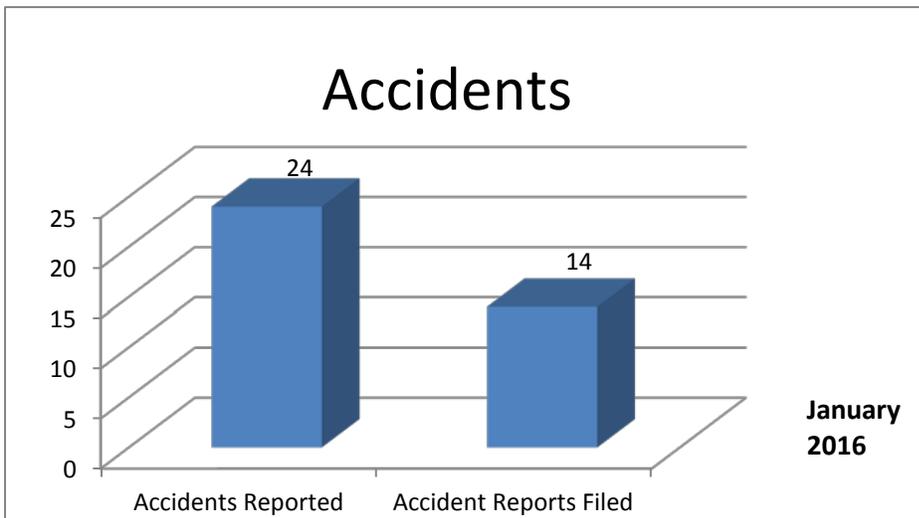
*Some data is outside of these territory designations and is not reflected on this chart.

Traffic Enforcement



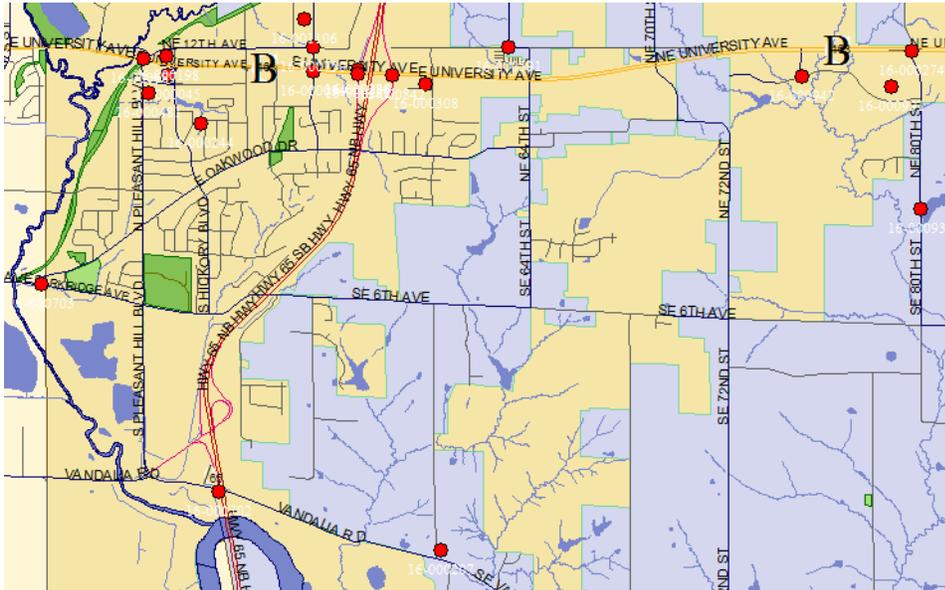
Accidents

In January 2016, Officers took 24 accident reports. This is a slight increase from December of 2015 due to the weather conditions. Only 14 reports were filed with the state as reportable accidents. The other ten accidents reported by Polk County Dispatched were considered non-reportable or officers were unable to locate.



Accident Mapping

Similar to December 2015, a majority of accidents reported to law enforcement are occurring along Hwy 163, as well as Hwy 65. Strategic efforts have been put into place for extra traffic enforcement along the highway corridors to improve driver safety and raise public awareness.



Investigations

Detective was assigned 30 new cases in January 2016.

Closed by arrest – 4

Suspended, closed or unfounded-26 (some of these may include arrests as well)

Still under investigation or being utilized for intelligence – 6

Call outs after business hours-17

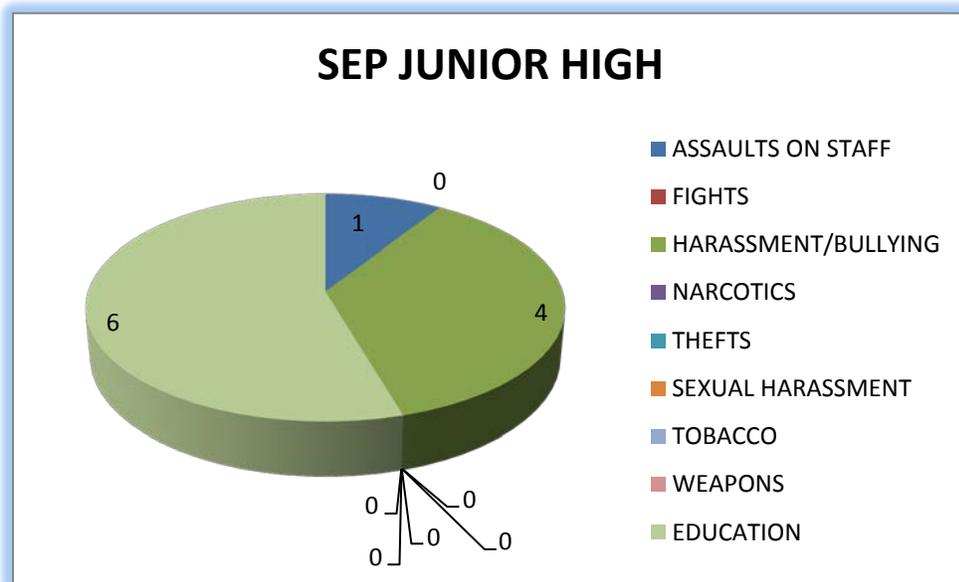
The incorporation of a monthly stats report for the Detective Squad is being worked on. This form is currently in the final stages of implementation. This will also capture call outs which have been on the rise over the past month.

School Resource Officer Report

There are two Officers assigned to the SEP school complex for the Junior High and High School buildings. These Officers not only provide in house Police services to the schools, but they are also involved with school activities, teaching DARE and other courses related to their job functions. They are also used as mentors and mediators for students and staff members.

A monthly statistics form is being created for the SRO's to utilize to help capture some of these functions that crime data would not reflect but does encompass their daily workloads. A meeting is being scheduled between both SRO's and the Captain currently to help finalize a more descriptive reflection of the SRO's activity.

SEP JUNIOR HIGH SCHOOL

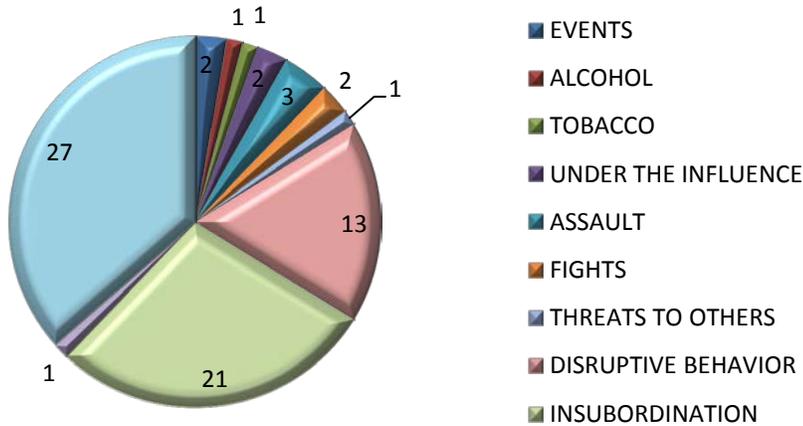


In January 2016, SRO Killam taught an all day CSI type assembly to the students at the junior high. This was taught to a total of six periods of students.

SEP HIGH SCHOOL

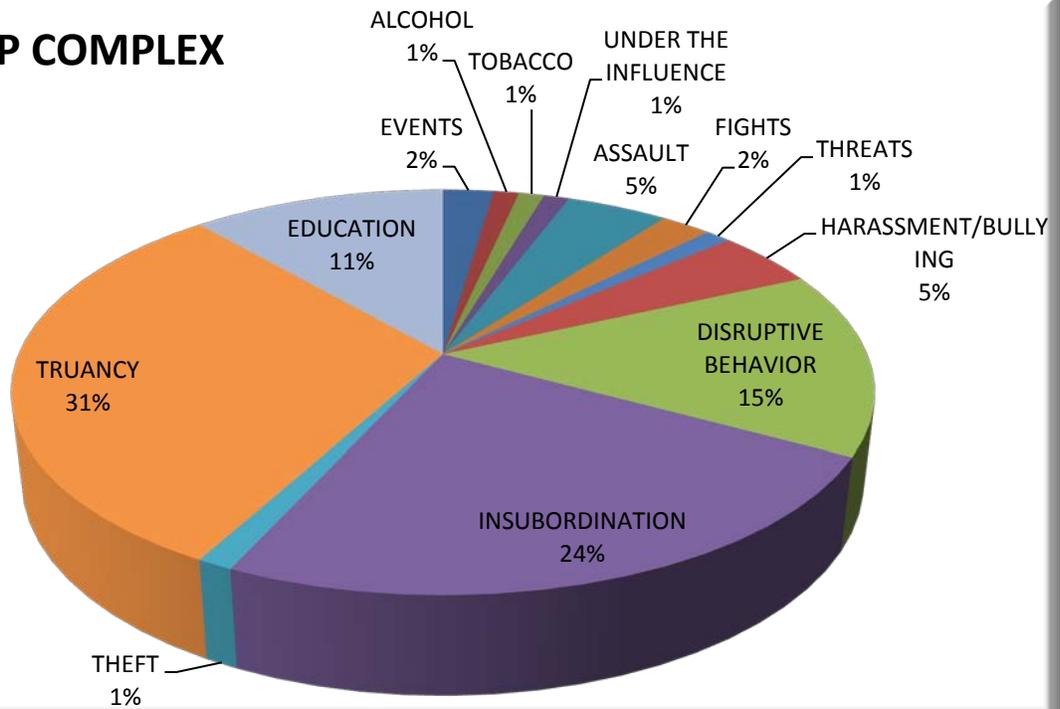
Events such as school board meetings, wrestling and basketball games also constitute a great deal of the SRO's time. The high school SRO is responsible for the coordination of ensuring appropriate coverage is met either along with them or in their absence if they are unable to attend. The high school SRO taught a CSI type course with the junior high SRO, as well as a law and you class during December.

SEP HIGH SCHOOL



SEP COMPLEX DISTRIBUTION OF OFFICER INVOLVED INCIDENTS

SEP COMPLEX



PLEASANT HILL PARK & RECREATION COMMISSION
February 11, 2016

1. CALL TO ORDER/ROLL CALL

Chair Loren Lown called the regular meeting of the Pleasant Hill Park and Recreation Commission to order at 6:00 p.m. Present: Gary Denning, David Dunfee, Anne Johns, Loren Lown, Dan Schmitz, Olivia Smith and Penny Thomsen (arrived at 6:15 p.m.). Absent: None.

2. APPROVAL OF AGENDA

DUNFEE/SMITH moved to approve the agenda. Ayes: Denning, Dunfee, Lown, Schmitz, Smith. Nays: None. Motion carried.

3. APPROVAL OF MINUTES OF JANUARY 14, 2016 REGULAR MEETING

SCHMITZ/DENNING moved to approve the minutes. Ayes: Denning, Dunfee, Johns, Lown, Schmitz, Smith. Nays: None. Motion carried.

4. TIME TO ADDRESS THE COMMISSION (5 MINUTE LIMIT) – John Lerdal presented information regarding a veterans memorial project that is being proposed by the LIONS Club. The memorial will be to honor the sacrifice of men and women in the military. It is anticipated that this will be a focal point in the community. Several areas in the city are being considered for placement of the memorial. One of the areas is in Copper Creek Lake Park area. If the memorial is placed on city property consideration will need to be made as to who will be responsible for the maintenance of the area. The preliminary design will be dependent on the location and maintenance of the area. Discussion was held regarding concerns of areas and maintenance. The LIONS are asking for consideration of the project, the funding campaign and the entire process. The Commission is in general consensus to work with the LIONS and city staff. The site design and plans will be brought back to the Commission as plans progress.

5. NEW BUSINESS – None

6. REPORTS

a. Master Park Plan Update – Madeline Sturms, Senior Planner, reported that the consultant has toured the new park land. A project team consisting of community members will be working to help guide the process and work with city staff to ensure community interests are included in the planning. Loren Lown and Olivia Smith will also be working with the consultant. A request was presented for CAP funds for an underpass by Four-Mile Elementary for trails for access for housing development north of the school/park land.

b. Doanes Park Garage & Concession Stand Update – The garage is nearly finished, final touches being done. The concession stand work is progressing. Before pictures and pictures of the progress were shown.

c. Four-page Insert – Pleasant Hill Living – Rick Courcier reported that the Edge/Communicator is being discontinued by the Altoona Herald. On a quarterly basis a 4 page insert will be included in the Pleasant Hill Living Magazine. This will be an insert that can be removed and kept by readers. There will also be a one page designated to the City monthly. Two hundred extra copies of the insert will be provided and will be placed in the Library, City Hall and various locations within the city.

7. FUTURE AGENDA ITEMS/COMMISSIONERS' COMMENTS

Commissioner Johns commended Heath Ellis on his appearance on "Great Day" talking about tree pruning.

8. ADJOURNMENT – THOMSEN/DENNING moved to adjourn. Ayes: Denning, Dunfee, Johns, Lown, Schmitz, Smith, Thomsen. Nays: None. Motion carried. Meeting adjourned at 6:30 p.m.

- NEXT SCHEDULED MEETING – March 10, 2016

RESOLUTION #022316-01

**A RESOLUTION APPROVING THE TRANSFER OF FUNDS,
EMERGENCY FUND TO EQUIPMENT REPLACEMENT FUND**

WHEREAS, the Pleasant Hill City Council recognizes the need to approve the transfer of funds, as follows:

Emergency Fund to Equipment Replacement Fund \$409.99

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve this transfer.

ADOPTED this 23rd day of February, 2016.

Mark A. Konrad, Mayor Pro Tem

ATTEST:

Dena Spooner, City Clerk/Finance Director

RESOLUTION #022316-02

**A RESOLUTION APPROVING THE TRANSFER OF FUNDS,
EMPLOYEE BENEFITS FUND TO THE GENERAL FUND**

WHEREAS, the Pleasant Hill City Council recognizes the need to approve the transfer of funds, as follows:

Employee Benefits Fund to General Fund \$3,235.97

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve this transfer.

ADOPTED this 23rd day of February, 2016.

Mark A. Konrad, Mayor Pro Tem

ATTEST:

Dena Spooner, City Clerk/Finance Director

AGENDA ITEM SHEET

CITY COUNCIL

DATE:	FEBRUARY 23, 2016
TO:	MAYOR AND CITY COUNCIL
FROM:	DONALD SANDOR, CITY MANAGER
SUBJECT:	RESOLUTION TO APPROVE UNION CONTRACT WITH PUBLIC WORKS EMPLOYEES REPRESENTED BY TEAMSTERS #238

BACKGROUND:

The current agreement with the Public Works union and the Teamsters Local #238 ends on June 30, 2016. Representatives for the City and the union have been meeting to work out a new agreement to be effective July 1, 2016. Enclosed in the packet is a copy of the contract with the proposed changes highlighted and a clean copy with all the changes made.

ANALYSIS/IMPACT:

The proposed agreement has been approved by the union membership. It provides for a five year agreement, from July 1, 2016 through June 30, 2021. There were no language changes to benefits, work hour, holidays or other paid time off. The janitorial position has been included in the union but the parks and recreation division has been removed, and the list of exempt employees expanded for clarification. There were some language changes, particularly under the sick leave section to bring the contract consistent with the personnel manual. The health insurance plan will remain unchanged, but the employees will increase their share of the premium from the current 5% to 10%. The contract also provides for wage increases of 3% for each year of the contract.

ALTERNATIVES:

Not approve contract, but under state law the existing contract would remain in effect.

FINANCIAL CONSIDERATIONS:

The total of the salary increase for all the employees under this contract is projected at an average of approximately \$17,000 for each of the five years of the contract. There will be offset to a portion of the wage increases from the employee contribution of 10% to the insurance premiums. At the current insurance premium rate that amount would be approximately an additional \$7,000 per year, but it is speculative at this time to know what the insurance premiums will be effective July 1, 2016 and beyond.

RECOMMENDATION:

Approve resolution to ratify the proposed union contract with Public Works and Teamsters Local #238 for July 1, 2016 through June 30, 2021.

RESOLUTION # 022316-03

**A RESOLUTION APPROVING THE UNION AGREEMENT
BETWEEN THE CITY OF PLEASANT HILL, IOWA, AND THE
PUBLIC WORKS DEPARTMENT AND TEAMSTERS LOCAL UNION 238
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

WHEREAS, the Pleasant Hill City Council has reviewed the union agreement between the City of Pleasant Hill, Iowa, Public Works Department, and the Teamsters Local Union 238;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Pleasant Hill, Iowa that this agreement with Teamsters Local Union 238 dated July 1, 2016 to June 30, 2021 is hereby approved.

ADOPTED February 23, 2016.

Mark A. Konrad, Mayor Pro Tem

ATTEST:

Dena Spooner, City Clerk/Finance Director

AGREEMENT

BETWEEN

**CITY OF PLEASANT HILL, IOWA
PUBLIC WORKS**

And

**TEAMSTERS LOCAL UNION 238
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

JULY 1, 2016

to

JUNE 30, 2021

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**ARTICLE 1
RECOGNITION
Public Works**

THIS AGREEMENT entered into by the CITY OF PLEASANT HILL, IOWA (hereinafter referred to as the City) and the TEAMSTERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the Union).

Pursuant to, and in accordance with, all applicable provisions of the Public Employment Relations Act of the State of Iowa (hereinafter referred to as the Act), and in recognition of the Public Employment Relations Board's certification of said Union, the City does hereby recognize the Union during the term of this Agreement for all employees of the City.

PERB case No. 7131 effective September 9, 2005.

INCLUDED: All full-time and regular part-time employees of the City of Pleasant Hill, in the police department the Community Development Department and the Public Works Department (streets and utilities division, **janitor** ~~parks and recreation division~~)

EXCLUDED: Director of Community Development, Public Works Director, division supervisors, city clerk, chief of police, fire chief, sergeants, clerical employees, **Recreation Manager, Senior Planner/Storm Water Coordinator, Assistant Public Works Director**, and all others excluded by Iowa Code, Section 20.4.

**ARTICLE 2
NON-DISCRIMINATION IN EMPLOYMENT**

The parties agree to comply with the terms and conditions of the Americans with Disabilities Act. The parties agree further that exceptions to this agreement may have to be made in order to comply with the Americans with Disabilities Act.

**ARTICLE 3
UNION-MANAGEMENT RELATIONS**

All formal negotiations, or bargaining, with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the City.

Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representative of the parties.

**ARTICLE 4
MANAGEMENT RIGHTS**

Except as prohibited by law or specifically modified by this Agreement, the City shall not be deemed to be limited in any way in the performance of the regular and customary functions of municipal management, and hereby reserves and retains all such customary powers, authority and prerogatives. It is expressly recognized, by way of illustration and not limitation, that such customary powers and authority include all those as listed in Section 7 of the Act - Public Employer Rights.

**ARTICLE 5
UNION RIGHTS**

The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the City; however, nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

**ARTICLE 6
HOURS OF WORK**

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

The normal work week for regular full-time public works and community development employees will be forty (40) hours. Public Work's employees' workweek shall normally consist of five (5) consecutive days each, including eight (8) hours of work per day. The normal work day for the streets and utilities; and park and recreation divisions is agreed to be from 7:00 AM to 3:30 PM. It is agreed that there are times when the start and end times for a shift will be outside of the normal workday as defined, it will not be a violation of this Agreement for the city to have as many employees as needed work at hours other than those defined when necessary to perform the needed work.

OVERTIME

Section A. Definition. Overtime is time properly authorized and worked by a permanent employee in units of one-quarter (1/4) hour or more which is in excess of the regularly scheduled hours of work per day. Community development and public works employees shall be paid double time for all unscheduled hours worked on Sunday.

Section B. Procedure. All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. However, when overtime work is required, each employee is expected to accept and work such assignments. Overtime shall be at the rate of time and one-half (1 ½) for hours worked in excess of any work day (or what is considered to be a work day if a different schedule is developed by the department head) and forty (40) hours in any workweek. Overtime shall not be paid more than once for the same hours worked.

Regular full-time employees shall normally be given preference in overtime assignments. In all cases, however, overtime assignments will be made in such a way that the functions of the city service will be most effectively completed. All compensable overtime must be performed at the direction of the department director or his designee, Overtime may be filled by part-time employees. If an employee chooses to flex the work day, with the supervisors approval, or chooses any hourly leave, overtime will not be applicable until the normal regular number of hours have been worked in that day.

Overtime for employees covered by this agreement shall be paid either in cash or compensatory time, at the rate of time and one-half (1 ½) the employee's straight time hourly rate for all overtime hours. The choice between cash or compensatory time will be at the discretion of the employee. No more than eighty (80) hours of compensatory time may be accrued at any one time without written approval of the department head and City Manager. The department head and city manager, at his discretion may require an employee to use their compensatory time. ~~In June, the Employer will pay for all but 40 hours of compensatory time.~~ Employees may, at the discretion of the department head, cash in up to twenty hours of compensatory time once each fiscal year.

Sick Leaves, compensatory time, holidays, and vacation time shall be counted as working time for the purpose of determining overtime. Except in emergency, any work in excess of the normal work period must be approved in advance by the employee's immediate supervisor.

Call-In Pay. An employee called into work outside his/her normal workday, shall be guaranteed a minimum of two (2) hours straight time pay or time and one half (1 ½) for all hours worked, whichever is higher.

ARTICLE 7 PROBATIONARY PERIOD

All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process as follows:

- A. Probationary employees may be separated for any cause by the City during their probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.

- B. A regular full-time employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period, shall be reinstated in his/her former position.
- C. Regular full-time probationary employees shall be entitled to all the fringe benefits, except they may not avail themselves of grievance procedures.

The probationary period for community development and public works employees shall be six (6) months and the employee must possess all necessary licensing requirements or certification, if any is required, for the position.

ARTICLE 8 DUES CHECK-OFF

During the life of this Agreement, and in accordance with the terms of the authorized dues check-off form, the City agrees to deduct Union dues, D.R.I.V.E., TeamLegal, Credit Union, initiation fees and assessments levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executed or has executed the authorization form.

The deductions shall be certified to the City by the Treasurer of the Union on the appropriate forms, signed by the employee and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Section.

The dues deduction forms shall be supplied by the Union.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section A. Purpose and Scope. Both parties of this Agreement recognize that a certain amount of discipline is necessary for the efficiency of the operation. Therefore, these certain penalties for infractions of rules and policies have been agreed upon and may include any of the following:

- Oral counseling;
- Written warning;
- Suspension with loss of pay;
- Demotion; and
- Discharge.

Section B. Suspension, Demotion and Discharge. When other forms of disciplinary action have proven ineffective, or where the seriousness of the offense or condition warrants it, the City may suspend, demote, or dismiss the employee for just cause.

ARTICLE 10 GRIEVANCE PROCEDURE

Section A. Definition. A grievance shall be defined as a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Section B. Procedure. The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances may be presented at the first step of the procedure within five (5) working days of the incident giving rise to the complaint. The procedure is as follows:

Step 1. An employee shall discuss an alleged grievance orally with their immediate supervisor within five (5) working days of the incident, in an effort to resolve the problem in an informal manner. The supervisor has five (5) working days to respond.

Step 2. Within five (5) workdays after the decision in Step 1, or if no decision has been made within five (5) workdays of the informal conference, the employee shall then present the written grievance to his/her Supervisor. The grievance shall clearly state the nature of the grievance, shall note the specific clause or clauses violated. Such Supervisor shall respond in writing within five (5) working days.

Step 3. Within five (5) working days after the decision in Step 2, or if no timely decision has been made, the employee shall then present the written grievance to the City Manager, who shall respond within five (5) working days.

Step 4. If not resolved, the grievance may be submitted to arbitration within five (5) working days after the decision in Step 3, or, if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the city manager. Such notice shall specify the sections of the Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of five arbitrators and, by alternately striking names, an arbitrator will be selected.

Section C. Limitations. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator's fees and expenses shall be shared equally by the Employer and the Union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings, if desired. The

failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeal.

All written grievances must be signed by the affected employee(s). Employees are entitled to Union representation at all steps in the grievance procedure.

When necessary, employees and their representatives, if an employee of the City, shall be released from work without loss of pay for a reasonable time for the investigating and settling of grievances, provided the Supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in this Section may be extended by mutual agreement.

ARTICLE 11 SICK LEAVE

Section A. Eligibility. All regular full-time employees shall be eligible for paid sick leave.

Section B. Accrual. Sick leave shall be accrued as follows:

1. Sick leave shall be accrued for all regular full-time employees at the rate of one (1) work day for each month of service, up to one hundred twenty (120) days.
2. ~~After an employee has accrued thirty (30) days of sick leave, the employee may elect (only prior to January first) to sell back to the City, at fifty percent (50%) its value, any days more than thirty (30), payable during the month of July. The employee will not be allowed to sell to the City any part of the thirty (30) accrued sick days.~~ Upon retirement, in accordance with IPERS eligibility, the employee may elect to "sell back" to the City, at 50% value, any accrued sick days over thirty (30), which is payable upon separation

Section C. Usage. Sick leave shall be granted under the following circumstances:

1. Physical incapacity not incurred in the line of duty;
2. Personal illness which occurs during working hours; and
3. Enforced quarantine of employee in accordance with community health regulations.
4. Twenty-four (24) hours of sick leave per fiscal year may be used in the event of a family illness. The immediate family is defined as employee's parents, employee's spouse, employee's spouse's parents, employee's children, employee's siblings, and employee's grandparents.

5. **To provide care for a child due to illness or injury.**

~~After an employee has accrued thirty (30) days of sick leave, the employee may elect to convert sick leave to vacation leave at a rate of 2 to 1, any days more than thirty (30).~~

Section D. Administration. Sick leave shall be administered as follows:

1. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty;
2. Sick leave shall be chargeable only when used on regular scheduled work days or work periods;

A medical certification may be required by the City to substantiate the need for sick leave.

ARTICLE 12 FUNERAL LEAVE

Upon approval of the Department Director may grant a paid leave of absence up to five (5) days for the death of a parent, spouse or child and up to four (4) days for the death of parents of spouse, sibling, sister-in-law or brother-in-law, son-in-law or daughter-in-law, grandparents and grandchildren. Step and Foster relationships are included in the above. Only days absent which would have been compensable work days will be paid. Funeral leave is not accruable.

ARTICLE 13 SENIORITY

Seniority is determined by the length of continuous, unbroken service as a regular full-time employee of the City. In computing seniority, periods of employee suspension and leave of absence without pay (except for personal illness, injury, educational leave in the interest of the City, or as otherwise authorized by the City) in excess of thirty (30) cumulative working days per year shall be deducted from the employee's time of seniority.

Seniority shall prevail, insofar as, vacations, snow plowing, **call outs, overtime**, layoffs and rehiring is concerned.

All vacancies and newly-created positions and promotional opportunities will be posted.

**ARTICLE 14
VACATION**

Section A. Accrual. Vacation leave shall be accrued as follows:

1. Vacation leave for all regular full-time employees shall be:

<u>Vacation Per Year:</u>	<u>During Years of Continuous Service</u>
One (1) week (40 hours)	One (1) year
Two (2) weeks (80 hours)	Two (2) years
Three (3) weeks (120 hours)	Five (5) years
Four (4) weeks (160 hours)	Ten (10) years
Five (5) weeks (200 hours)	Twenty (20) years

2. The employee's date of employment will be his/her anniversary date.
3. Accrual will be bi-weekly.

Section B. Administration. Vacation leave shall be administered as follows:

1. All vacation leaves and schedules must be approved by the department director. In approving such a schedule, the department director shall consider the needs of the city service and the seniority and wishes of the employee.
2. Vacation leave shall be charged, as used, in amounts of not less than one (1) hour increments.
3. When a holiday occurs during the employee's assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.
4. ~~Employees may carry over one week of vacation from one anniversary year to the next with the approval of the department head and city manager.~~ Employees may not carry forward more than their annual entitlement at their hiring date anniversary. Employees may carry over an additional one week over their annual entitlement with the authorization of their department director and City Manager.
5. Earned but unused vacation will be paid upon termination after twelve (12) months of service.

**ARTICLE 15
HOLIDAYS**

Section A. Designated Holidays. The following eleven (11) paid holidays will be observed by the City:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Veteran's Day	Two (2) Personal Days

Section B. Eligibility. Only regular full-time employees shall be eligible for paid holidays.

In those cases where the holiday falls on a Saturday, the holiday shall then be observed on the preceding Friday, and when the holiday falls on a Sunday, the holiday shall then be observed on the following Monday. If Christmas falls on a Monday, the holidays will be observed on Monday and Tuesday. When a holiday comes during a leave of absence for which an employee received compensation, the holiday will not be counted as part of the leave of absence.

An employee must take personal days by the end of the fiscal year (June 30). Personal days cannot be carried over from one year to the next. Failure of an employee to take personal days will result in the employee losing these days.

Section C. Holidays. Full-time employees who work on holidays shall be paid at the rate of two (2) times the regular hourly rate of pay for all hours worked on the holiday plus eight (8) hours straight time pay for the holiday. With prior approval of the employer, an employee required to work on the actual holiday may, in lieu of holiday pay, receive compensatory time off for the holiday. This is subject to the eighty (80) hour limit on compensatory time. Holiday pay will be provided only on the actual holiday. For example, if the 4th of July is on a Saturday, but is observed on a Friday, an employee would not receive premium pay for work on Friday. The City reserves the right to send an employee home on a holiday.

**ARTICLE 16
LAYOFF AND RECALL**

Section A. Advance Notice. In the event a reduction in force becomes necessary, the city agrees to provide affected employees as much advance notice as is administratively practical.

Section B. Order of Layoff. Whenever it becomes necessary for employees of a specific class to be laid off because of lack of work, lack of funds, or reorganization, the order of layoff shall be as follows:

1. Temporary appointees
2. Probationary employees
3. Regular employees in reverse order of their seniority as defined in this Agreement, provided that the remaining employees have the qualifications and skills to perform the necessary work.

Employees so laid off shall be eligible to be reinstated on the basis of their seniority, provided that they are still qualified and able to perform the work. When an employee is notified to return to work, satisfactory arrangements to do so must be made by the employee within five (5) working days of notification or said employee will be automatically removed from the re-employment list.

ARTICLE 17 INSURANCE

For the 2012-2013 fiscal year, the City will pay the premium of the following insurance benefits.

1. Health
2. Dental
3. Life
4. Long-term disability
5. Drug
6. Vision

Beginning July 1, 2013⁶ all Employees will contribute ~~5%~~ 10% of the premium of the insurance plan they are provided coverage.

Once an Employee reaches 65 years of age and has been moved to Medicare, the City will pay for a Supplemental Plan that the Employee selects.

The insurance program referred to in this Agreement shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

The parties agree to develop an insurance committee that will meet quarterly to review the current coverage's and the related costs.

ARTICLE 18 MILEAGE

When a city employee is entitled to be paid for expenses in performing a public duty, a charge shall be made, allowed and paid for the use of an automobile at the rate established by the IRS.

**ARTICLE 19
EQUIPMENT**

The city will furnish all necessary equipment to members of the Collective Bargaining Unit during the term of this contract. Equipment provided will remain the property of the city except in cases where it is replacing personal equipment damaged on the job

Effective July 1, 2009, the city will contribute Two Hundred fifty dollars (\$250.00) to each community development and public works employee for safety shoes on the anniversary date of the employee's employment to replace the original issue. The community development and public works employees are required to wear said safety shoes while on duty.

**ARTICLE 20
NO STRIKE - NO LOCKOUT**

The parties agreed to faithfully abide by all applicable provisions of the Iowa Public Employment Relations Act. Specifically, neither the Union, its officers or agents nor any of the employees covered by this Agreement, shall violate Sections 10 or 12 of the Iowa Public Employment Relations Act.

**ARTICLE 21
ENTIRE AGREEMENT AND WAIVER CLAUSE**

This agreement supersedes and cancels all previous agreements and practices between the city and the employee organization, unless expressly stated to the contrary herein, and together with any mutual agreed to amendments, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during its term.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement, each voluntarily and unqualifiedly waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement during its term.

**ARTICLE 22
SAVINGS**

If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 23
WAGES, JOB CLASSIFICATIONS**

July 1, 2016 – 3%

Job Classification	Start	Step 1	Step 2	Step 3	Step 4	Step 5
	90%	92.5%	95%	97.5%	100%	102.5%
		One Year	Two Years	Three Years	Four Years	Fifteen Years
Mechanic	\$24.52	\$25.20	\$25.88	\$26.56	\$27.24	\$27.92
Building Inspector	\$23.18	\$23.82	\$24.46	\$25.11	\$25.75	\$26.39
Equipment Operator II	\$22.42	\$23.05	\$23.67	\$24.29	\$24.92	\$25.54
Equipment Operator I	\$21.46	\$22.06	\$22.65	\$23.25	\$23.84	\$24.44
Janitor	\$16.45	\$16.91	\$17.37	\$17.83	\$18.28	\$18.74
Laborer	\$12.20	\$12.54	\$12.88	\$13.22	\$13.55	\$13.89

July 1, 2017 – 3%

Job Classification	Start	Step 1	Step 2	Step 3	Step 4	Step 5
	90%	92.5%	95%	97.5%	100%	102.5%
		One Year	Two Years	Three Years	Four Years	Fifteen Years
Mechanic	\$25.25	\$25.96	\$26.66	\$27.36	\$28.06	\$28.76
Building Inspector	\$23.87	\$24.53	\$25.20	\$25.86	\$26.52	\$27.19
Equipment Operator II	\$23.10	\$23.74	\$24.38	\$25.02	\$25.66	\$26.30
Equipment Operator I	\$22.10	\$22.72	\$23.33	\$23.95	\$24.56	\$25.17
Janitor	\$16.95	\$17.42	\$17.89	\$18.36	\$18.83	\$19.30
Laborer	\$12.57	\$12.91	\$13.26	\$13.61	\$13.96	\$14.31

July 1, 2018 – 3%

Job Classification	Start	Step 1	Step 2	Step 3	Step 4	Step 5
	90%	92.5%	95%	97.5%	100%	102.5%
		One Year	Two Years	Three Years	Four Years	Fifteen Years
Mechanic	\$26.01	\$26.73	\$27.46	\$28.18	\$28.90	\$29.63
Building Inspector	\$24.59	\$25.27	\$25.95	\$26.64	\$27.32	\$28.00
Equipment Operator II	\$23.79	\$24.45	\$25.11	\$25.77	\$26.43	\$27.09
Equipment Operator I	\$22.77	\$23.40	\$24.03	\$24.66	\$25.30	\$25.93
Janitor	\$17.46	\$17.94	\$18.43	\$18.91	\$19.40	\$19.88
Laborer	\$12.94	\$13.30	\$13.66	\$14.02	\$14.38	\$14.74

July 1, 2019 – 3%

Job Classification	Start	Step 1	Step 2	Step 3	Step 4	Step 5
	90%	92.5%	95%	97.5%	100%	102.5%
		One Year	Two Years	Three Years	Four Years	Fifteen Years
Mechanic	\$26.79	\$27.54	\$28.28	\$29.03	\$29.77	\$30.51
Building Inspector	\$25.32	\$26.03	\$26.73	\$27.43	\$28.14	\$28.84
Equipment Operator II	\$24.50	\$25.18	\$25.86	\$26.55	\$27.23	\$27.91
Equipment Operator I	\$23.45	\$24.10	\$24.75	\$25.40	\$26.06	\$26.71
Janitor	\$17.98	\$18.48	\$18.98	\$19.48	\$19.98	\$20.48
Laborer	\$13.33	\$13.70	\$14.07	\$14.07	\$14.81	\$15.18

July 1, 2020 – 3%

Job Classification	Start	Step 1	Step 2	Step 3	Step 4	Step 5
	90%	92.5%	95%	97.5%	100%	102.5%
		One Year	Two Years	Three Years	Four Years	Fifteen Years
Mechanic	\$27.60	\$28.36	\$29.13	\$29.90	\$30.66	\$31.43
Building Inspector	\$26.08	\$26.81	\$27.53	\$28.26	\$28.98	\$29.71
Equipment Operator II	\$25.24	\$25.94	\$26.64	\$27.34	\$28.04	\$28.74
Equipment Operator I	\$24.15	\$24.82	\$25.50	\$26.17	\$26.84	\$27.51
Janitor	\$18.52	\$19.03	\$19.55	\$20.06	\$20.58	\$21.09
Laborer	\$13.73	\$14.11	\$14.49	\$14.87	\$15.26	\$15.64

The City retains the right to hire and advance an employee at a rate commensurate with the applicant's (employee) qualifications and experience.

**ARTICLE 24
SUPPLEMENTAL PAY**

Employees who retain a certification required by their department head for the following will receive annual premium pay of \$250.00 per year. Provided however, the certification must relate to their specific job classification and the payment must have prior approval from his/her Department Head.

1. Pesticide license
2. Residential Building Inspector
3. Residential Electrical Inspector
4. Residential Mechanical Inspector
5. Residential Plumbing Inspector
6. Commercial Building Inspector
7. Commercial Electrical Inspector
8. Commercial Mechanical Inspector
9. Commercial Plumbing Inspector

- 10. Accessibility Inspector/Plans Examiner
- 11. Fire Inspector I / II
- 12. Herbicide
- 13. Certified Park and Recreation Professional
- 14. A journeyman mechanic will receive \$600 per year.
- 15. Certified Stormwater Manager
- 16. Certified Professional in Erosion and Sediment Control

**ARTICLE 25
LONGEVITY**

Regular full-time employees who have performed continuous service for the required number of years shall be eligible to begin receiving longevity pay at the beginning of the payroll period in which the required number of years have been completed. Eligible employees shall receive the following:

<u>After Completion Of:</u>	<u>Cents Per Hour:</u>
Five (5) years of continuous service	\$0.05 cents per hour
Ten (10) years of continuous service	\$0.15 cents per hour
Fifteen (15) years of continuous service	\$0.30 cents per hour
Twenty (20) years of continuous service	\$0.50 cents per hour

**ARTICLE 26
TERMS OF AGREEMENT**

THIS AGREEMENT shall be in full force and effect as to all provisions from the 1st day of July 201~~2~~⁶ to and including the 30th day of June, 20~~16~~²¹.

The undersigned hereby approve and concur in this Agreement.

For the City of Pleasant Hill

Teamsters Local Union 238

By City Manager

By Business Representative

By Mayor

By Union Steward

By Employer Representative

Principal Officer Local 238

AGREEMENT

BETWEEN

**CITY OF PLEASANT HILL, IOWA
PUBLIC WORKS**

And

**TEAMSTERS LOCAL UNION 238
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

JULY 1, 2016

to

JUNE 30, 2021

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**ARTICLE 1
RECOGNITION
Public Works**

THIS AGREEMENT entered into by the CITY OF PLEASANT HILL, IOWA (hereinafter referred to as the City) and the TEAMSTERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the Union).

Pursuant to, and in accordance with, all applicable provisions of the Public Employment Relations Act of the State of Iowa (hereinafter referred to as the Act), and in recognition of the Public Employment Relations Board's certification of said Union, the City does hereby recognize the Union during the term of this Agreement for all employees of the City.

PERB case No. 7131 effective September 9, 2005.

INCLUDED: All full-time and regular part-time employees of the City of Pleasant Hill, in the police department the Community Development Department and the Public Works Department (streets and utilities division, janitor)

EXCLUDED: Director of Community Development, Public Works Director, division supervisors, city clerk, chief of police, fire chief, sergeants, clerical employees, Recreation Manager, Senior Planner/Storm Water Coordinator, Assistant Public Works Director, and all others excluded by Iowa Code, Section 20.4.

**ARTICLE 2
NON-DISCRIMINATION IN EMPLOYMENT**

The parties agree to comply with the terms and conditions of the Americans with Disabilities Act. The parties agree further that exceptions to this agreement may have to be made in order to comply with the Americans with Disabilities Act.

**ARTICLE 3
UNION-MANAGEMENT RELATIONS**

All formal negotiations, or bargaining, with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the City.

Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representative of the parties.

**ARTICLE 4
MANAGEMENT RIGHTS**

Except as prohibited by law or specifically modified by this Agreement, the City shall not be deemed to be limited in any way in the performance of the regular and customary functions of municipal management, and hereby reserves and retains all such customary powers, authority and prerogatives. It is expressly recognized, by way of illustration and not limitation, that such customary powers and authority include all those as listed in Section 7 of the Act - Public Employer Rights.

**ARTICLE 5
UNION RIGHTS**

The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the City; however, nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

**ARTICLE 6
HOURS OF WORK**

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

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Section A. Definition. Overtime is time properly authorized and worked by a permanent employee in units of one-quarter (1/4) hour or more which is in excess of the regularly scheduled hours of work per day. Community development and public works employees shall be paid double time for all unscheduled hours worked on Sunday.

Section B. Procedure. All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. However, when overtime work is required, each employee is expected to accept and work such assignments. Overtime shall be at the rate of time and one-half (1 ½) for hours worked in excess of any work day (or what is considered to be a work day if a different schedule is developed by the department head) and forty (40) hours in any workweek. Overtime shall not be paid more than once for the same hours worked.

Regular full-time employees shall normally be given preference in overtime assignments. In all cases, however, overtime assignments will be made in such a way that the functions of the city service will be most effectively completed. All compensable overtime must be performed at the direction of the department director or his designee, Overtime may be filled by part-time employees. If an employee chooses to flex the work day, with the supervisors approval, or chooses any hourly leave, overtime will not be applicable until the normal regular number of hours have been worked in that day.

Overtime for employees covered by this agreement shall be paid either in cash or compensatory time, at the rate of time and one-half (1 ½) the employee's straight time hourly rate for all overtime hours. The choice between cash or compensatory time will be at the discretion of the employee. No more than eighty (80) hours of compensatory time may be accrued at any one time without written approval of the department head and City Manager. The department head and city manager, at his discretion may require an employee to use their compensatory time. Employees may, at the discretion of the department head, cash in up to twenty hours of compensatory time once each fiscal year.

Sick Leaves, compensatory time, holidays, and vacation time shall be counted as working time for the purpose of determining overtime. Except in emergency, any work in excess of the normal work period must be approved in advance by the employee's immediate supervisor.

Call-In Pay. An employee called into work outside his/her normal workday, shall be guaranteed a minimum of two (2) hours straight time pay or time and one half (1 ½) for all hours worked, whichever is higher.

ARTICLE 7 PROBATIONARY PERIOD

All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process as follows:

- A. Probationary employees may be separated for any cause by the City during their probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.
- B. A regular full-time employee who vacated his/her position to accept probationary

appointment to a class in a higher level and who is rejected during the probationary period, shall be reinstated in his/her former position.

- C. Regular full-time probationary employees shall be entitled to all the fringe benefits, except they may not avail themselves of grievance procedures.

The probationary period for community development and public works employees shall be six (6) months and the employee must possess all necessary licensing requirements or certification, if any is required, for the position.

ARTICLE 8 DUES CHECK-OFF

During the life of this Agreement, and in accordance with the terms of the authorized dues check-off form, the City agrees to deduct Union dues, D.R.I.V.E., TeamLegal, Credit Union, initiation fees and assessments levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executed or has executed the authorization form.

The deductions shall be certified to the City by the Treasurer of the Union on the appropriate forms, signed by the employee and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Section.

The dues deduction forms shall be supplied by the Union.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section A. Purpose and Scope. Both parties of this Agreement recognize that a certain amount of discipline is necessary for the efficiency of the operation. Therefore, these certain penalties for infractions of rules and policies have been agreed upon and may include any of the following:

- Oral counseling;
- Written warning;
- Suspension with loss of pay;
- Demotion; and
- Discharge.

Section B. Suspension, Demotion and Discharge. When other forms of disciplinary action have proven ineffective, or where the seriousness of the offense or condition warrants it, the City may suspend, demote, or dismiss the employee for just cause.

ARTICLE 10 GRIEVANCE PROCEDURE

Section A. Definition. A grievance shall be defined as a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Section B. Procedure. The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances may be presented at the first step of the procedure within five (5) working days of the incident giving rise to the complaint. The procedure is as follows:

Step 1. An employee shall discuss an alleged grievance orally with their immediate supervisor within five (5) working days of the incident, in an effort to resolve the problem in an informal manner. The supervisor has five (5) working days to respond.

Step 2. Within five (5) workdays after the decision in Step 1, or if no decision has been made within five (5) workdays of the informal conference, the employee shall then present the written grievance to his/her Supervisor. The grievance shall clearly state the nature of the grievance, shall note the specific clause or clauses violated. Such Supervisor shall respond in writing within five (5) working days.

Step 3. Within five (5) working days after the decision in Step 2, or if no timely decision has been made, the employee shall then present the written grievance to the City Manager, who shall respond within five (5) working days.

Step 4. If not resolved, the grievance may be submitted to arbitration within five (5) working days after the decision in Step 3, or, if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the city manager. Such notice shall specify the sections of the Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of five arbitrators and, by alternately striking names, an arbitrator will be selected.

Section C. Limitations. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator's fees and expenses shall be shared equally by the Employer and the Union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings, if desired. The

failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeal.

All written grievances must be signed by the affected employee(s). Employees are entitled to Union representation at all steps in the grievance procedure.

When necessary, employees and their representatives, if an employee of the City, shall be released from work without loss of pay for a reasonable time for the investigating and settling of grievances, provided the Supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in this Section may be extended by mutual agreement.

ARTICLE 11 SICK LEAVE

Section A. Eligibility. All regular full-time employees shall be eligible for paid sick leave.

Section B. Accrual. Sick leave shall be accrued as follows:

1. Sick leave shall be accrued for all regular full-time employees at the rate of one (1) work day for each month of service, up to one hundred twenty (120) days.
2. Upon retirement, in accordance with IPERS eligibility, the employee may elect to “sell back” to the City, at 50% value, any accrued sick days over thirty (30), which is payable upon separation

Section C. Usage. Sick leave shall be granted under the following circumstances:

1. Physical incapacity not incurred in the line of duty;
2. Personal illness which occurs during working hours; and
3. Enforced quarantine of employee in accordance with community health regulations.
4. Twenty-four (24) hours of sick leave per fiscal year may be used in the event of a family illness. The immediate family is defined as employee’s parents, employee’s spouse, employee’s spouse’s parents, employee’s children, employee’s siblings, and employee’s grandparents.
5. To provide care for a child due to illness or injury.

Section D. Administration. Sick leave shall be administered as follows:

1. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty;
2. Sick leave shall be chargeable only when used on regular scheduled work days or work periods;

A medical certification may be required by the City to substantiate the need for sick leave.

ARTICLE 12 FUNERAL LEAVE

Upon approval of the Department Director may grant a paid leave of absence up to five (5) days for the death of a parent, spouse or child and up to four (4) days for the death of parents of spouse, sibling, sister-in-law or brother-in-law, son-in-law or daughter-in-law, grandparents and grandchildren. Step and Foster relationships are included in the above. Only days absent which would have been compensable work days will be paid. Funeral leave is not accruable.

ARTICLE 13 SENIORITY

Seniority is determined by the length of continuous, unbroken service as a regular full-time employee of the City. In computing seniority, periods of employee suspension and leave of absence without pay (except for personal illness, injury, educational leave in the interest of the City, or as otherwise authorized by the City) in excess of thirty (30) cumulative working days per year shall be deducted from the employee's time of seniority.

Seniority shall prevail, insofar as, vacations, snow plowing, call outs, overtime, layoffs and rehiring is concerned.

All vacancies and newly-created positions and promotional opportunities will be posted.

**ARTICLE 14
VACATION**

Section A. Accrual. Vacation leave shall be accrued as follows:

1. Vacation leave for all regular full-time employees shall be:

<u>Vacation Per Year:</u>	<u>During Years of Continuous Service</u>
One (1) week (40 hours)	One (1) year
Two (2) weeks (80 hours)	Two (2) years
Three (3) weeks (120 hours)	Five (5) years
Four (4) weeks (160 hours)	Ten (10) years
Five (5) weeks (200 hours)	Twenty (20) years

2. The employee's date of employment will be his/her anniversary date.
3. Accrual will be bi-weekly.

Section B. Administration. Vacation leave shall be administered as follows:

1. All vacation leaves and schedules must be approved by the department director. In approving such a schedule, the department director shall consider the needs of the city service and the seniority and wishes of the employee.
2. Vacation leave shall be charged, as used, in amounts of not less than one (1) hour increments.
3. When a holiday occurs during the employee's assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.
4. Employees may not carry forward more than their annual entitlement at their hiring date anniversary. Employees may carry over an additional one week over their annual entitlement with the authorization of their department director and City Manager.
5. Earned but unused vacation will be paid upon termination after twelve (12) months of service.

**ARTICLE 15
HOLIDAYS**

Section A. Designated Holidays. The following eleven (11) paid holidays will be observed by the City:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Veteran's Day	Two (2) Personal Days

Section B. Eligibility. Only regular full-time employees shall be eligible for paid holidays.

In those cases where the holiday falls on a Saturday, the holiday shall then be observed on the preceding Friday, and when the holiday falls on a Sunday, the holiday shall then be observed on the following Monday. If Christmas falls on a Monday, the holidays will be observed on Monday and Tuesday. When a holiday comes during a leave of absence for which an employee received compensation, the holiday will not be counted as part of the leave of absence.

An employee must take personal days by the end of the fiscal year (June 30). Personal days cannot be carried over from one year to the next. Failure of an employee to take personal days will result in the employee losing these days.

Section C. Holidays. Full-time employees who work on holidays shall be paid at the rate of two (2) times the regular hourly rate of pay for all hours worked on the holiday plus eight (8) hours straight time pay for the holiday. With prior approval of the employer, an employee required to work on the actual holiday may, in lieu of holiday pay, receive compensatory time off for the holiday. This is subject to the eighty (80) hour limit on compensatory time. Holiday pay will be provided only on the actual holiday. For example, if the 4th of July is on a Saturday, but is observed on a Friday, an employee would not receive premium pay for work on Friday. The City reserves the right to send an employee home on a holiday.

**ARTICLE 16
LAYOFF AND RECALL**

Section A. Advance Notice. In the event a reduction in force becomes necessary, the city agrees to provide affected employees as much advance notice as is administratively practical.

Section B. Order of Layoff. Whenever it becomes necessary for employees of a specific class to be laid off because of lack of work, lack of funds, or reorganization, the order of layoff shall be as follows:

1. Temporary appointees
2. Probationary employees
3. Regular employees in reverse order of their seniority as defined in this Agreement, provided that the remaining employees have the qualifications and skills to perform the necessary work.

Employees so laid off shall be eligible to be reinstated on the basis of their seniority, provided that they are still qualified and able to perform the work. When an employee is notified to return to work, satisfactory arrangements to do so must be made by the employee within five (5) working days of notification or said employee will be automatically removed from the re-employment list.

ARTICLE 17 INSURANCE

For the 2012-2013 fiscal year, the City will pay the premium of the following insurance benefits.

1. Health
2. Dental
3. Life
4. Long-term disability
5. Drug
6. Vision

Beginning July 1, 2016 all Employees will contribute 10% of the premium of the insurance plan they are provided coverage.

Once an Employee reaches 65 years of age and has been moved to Medicare, the City will pay for a Supplemental Plan that the Employee selects.

The insurance program referred to in this Agreement shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

The parties agree to develop an insurance committee that will meet quarterly to review the current coverage's and the related costs.

ARTICLE 18 MILEAGE

When a city employee is entitled to be paid for expenses in performing a public duty, a charge shall be made, allowed and paid for the use of an automobile at the rate established by the IRS.

**ARTICLE 19
EQUIPMENT**

The city will furnish all necessary equipment to members of the Collective Bargaining Unit during the term of this contract. Equipment provided will remain the property of the city except in cases where it is replacing personal equipment damaged on the job

Effective July 1, 2009, the city will contribute Two Hundred fifty dollars (\$250.00) to each community development and public works employee for safety shoes on the anniversary date of the employee's employment to replace the original issue. The community development and public works employees are required to wear said safety shoes while on duty.

**ARTICLE 20
NO STRIKE - NO LOCKOUT**

The parties agreed to faithfully abide by all applicable provisions of the Iowa Public Employment Relations Act. Specifically, neither the Union, its officers or agents nor any of the employees covered by this Agreement, shall violate Sections 10 or 12 of the Iowa Public Employment Relations Act.

**ARTICLE 21
ENTIRE AGREEMENT AND WAIVER CLAUSE**

This agreement supersedes and cancels all previous agreements and practices between the city and the employee organization, unless expressly stated to the contrary herein, and together with any mutual agreed to amendments, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during its term.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement, each voluntarily and unqualifiedly waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement during its term.

**ARTICLE 22
SAVINGS**

If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 23
WAGES, JOB CLASSIFICATIONS**

July 1, 2016 – 3%

Job Classification	Start	Step 1	Step 2	Step 3	Step 4	Step 5
	90%	92.5%	95%	97.5%	100%	102.5%
		One Year	Two Years	Three Years	Four Years	Fifteen Years
Mechanic	\$24.52	\$25.20	\$25.88	\$26.56	\$27.24	\$27.92
Building Inspector	\$23.18	\$23.82	\$24.46	\$25.11	\$25.75	\$26.39
Equipment Operator II	\$22.42	\$23.05	\$23.67	\$24.29	\$24.92	\$25.54
Equipment Operator I	\$21.46	\$22.06	\$22.65	\$23.25	\$23.84	\$24.44
Janitor	\$16.45	\$16.91	\$17.37	\$17.83	\$18.28	\$18.74
Laborer	\$12.20	\$12.54	\$12.88	\$13.22	\$13.55	\$13.89

July 1, 2017 – 3%

Job Classification	Start	Step 1	Step 2	Step 3	Step 4	Step 5
	90%	92.5%	95%	97.5%	100%	102.5%
		One Year	Two Years	Three Years	Four Years	Fifteen Years
Mechanic	\$25.25	\$25.96	\$26.66	\$27.36	\$28.06	\$28.76
Building Inspector	\$23.87	\$24.53	\$25.20	\$25.86	\$26.52	\$27.19
Equipment Operator II	\$23.10	\$23.74	\$24.38	\$25.02	\$25.66	\$26.30
Equipment Operator I	\$22.10	\$22.72	\$23.33	\$23.95	\$24.56	\$25.17
Janitor	\$16.95	\$17.42	\$17.89	\$18.36	\$18.83	\$19.30
Laborer	\$12.57	\$12.91	\$13.26	\$13.61	\$13.96	\$14.31

July 1, 2018 – 3%

Job Classification	Start	Step 1	Step 2	Step 3	Step 4	Step 5
	90%	92.5%	95%	97.5%	100%	102.5%
		One Year	Two Years	Three Years	Four Years	Fifteen Years
Mechanic	\$26.01	\$26.73	\$27.46	\$28.18	\$28.90	\$29.63
Building Inspector	\$24.59	\$25.27	\$25.95	\$26.64	\$27.32	\$28.00
Equipment Operator II	\$23.79	\$24.45	\$25.11	\$25.77	\$26.43	\$27.09
Equipment Operator I	\$22.77	\$23.40	\$24.03	\$24.66	\$25.30	\$25.93
Janitor	\$17.46	\$17.94	\$18.43	\$18.91	\$19.40	\$19.88
Laborer	\$12.94	\$13.30	\$13.66	\$14.02	\$14.38	\$14.74

July 1, 2019 – 3%

Job Classification	Start	Step 1	Step 2	Step 3	Step 4	Step 5
	90%	92.5%	95%	97.5%	100%	102.5%
		One Year	Two Years	Three Years	Four Years	Fifteen Years
Mechanic	\$26.79	\$27.54	\$28.28	\$29.03	\$29.77	\$30.51
Building Inspector	\$25.32	\$26.03	\$26.73	\$27.43	\$28.14	\$28.84
Equipment Operator II	\$24.50	\$25.18	\$25.86	\$26.55	\$27.23	\$27.91
Equipment Operator I	\$23.45	\$24.10	\$24.75	\$25.40	\$26.06	\$26.71
Janitor	\$17.98	\$18.48	\$18.98	\$19.48	\$19.98	\$20.48
Laborer	\$13.33	\$13.70	\$14.07	\$14.07	\$14.81	\$15.18

July 1, 2020 – 3%

Job Classification	Start	Step 1	Step 2	Step 3	Step 4	Step 5
	90%	92.5%	95%	97.5%	100%	102.5%
		One Year	Two Years	Three Years	Four Years	Fifteen Years
Mechanic	\$27.60	\$28.36	\$29.13	\$29.90	\$30.66	\$31.43
Building Inspector	\$26.08	\$26.81	\$27.53	\$28.26	\$28.98	\$29.71
Equipment Operator II	\$25.24	\$25.94	\$26.64	\$27.34	\$28.04	\$28.74
Equipment Operator I	\$24.15	\$24.82	\$25.50	\$26.17	\$26.84	\$27.51
Janitor	\$18.52	\$19.03	\$19.55	\$20.06	\$20.58	\$21.09
Laborer	\$13.73	\$14.11	\$14.49	\$14.87	\$15.26	\$15.64

The City retains the right to hire and advance an employee at a rate commensurate with the applicant's (employee) qualifications and experience.

ARTICLE 24 SUPPLEMENTAL PAY

Employees who retain a certification required by their department head for the following will receive annual premium pay of \$250.00 per year. Provided however, the certification must relate to their specific job classification and the payment must have prior approval from his/her Department Head.

1. Pesticide license
2. Residential Building Inspector
3. Residential Electrical Inspector
4. Residential Mechanical Inspector
5. Residential Plumbing Inspector
6. Commercial Building Inspector
7. Commercial Electrical Inspector
8. Commercial Mechanical Inspector
9. Commercial Plumbing Inspector

- 10. Accessibility Inspector/Plans Examiner
- 11. Fire Inspector I / II
- 12. Herbicide
- 13. Certified Park and Recreation Professional
- 14. A journeyman mechanic will receive \$600 per year.
- 15. Certified Stormwater Manager
- 16. Certified Professional in Erosion and Sediment Control

**ARTICLE 25
LONGEVITY**

Regular full-time employees who have performed continuous service for the required number of years shall be eligible to begin receiving longevity pay at the beginning of the payroll period in which the required number of years have been completed. Eligible employees shall receive the following:

<u>After Completion Of:</u>	<u>Cents Per Hour:</u>
Five (5) years of continuous service	\$0.05 cents per hour
Ten (10) years of continuous service	\$0.15 cents per hour
Fifteen (15) years of continuous service	\$0.30 cents per hour
Twenty (20) years of continuous service	\$0.50 cents per hour

**ARTICLE 26
TERMS OF AGREEMENT**

THIS AGREEMENT shall be in full force and effect as to all provisions from the 1st day of July 2016 to and including the 30th day of June, 2021.

The undersigned hereby approve and concur in this Agreement.

For the City of Pleasant Hill

Teamsters Local Union 238

By City Manager

By Business Representative

By Mayor

By Union Steward

By Employer Representative

Principal Officer Local 238

AGENDA ITEM SHEET

CITY COUNCIL

DATE:	February 23, 2016
TO:	Council
FROM:	Heath Ellis
SUBJECT:	Tobacco-Free Parks

BACKGROUND:

The Parks & Recreation Commission is recommended that all parks and trails be designated as tobacco free areas. Alyssa Reichelt, Tobacco Control Coordinator for the American Lung Association has been assisting metro area cities with preparing draft policies.

ANALYSIS/IMPACT:

Iowa Law:

According to the Iowa Department of Public Health the Smokefree Air Act restricts smoking in certain areas of the state, county and city parks and recreational facilities. Smoking is prohibited in all enclosed buildings or shelters on park property. Smoking is also prohibited on the grounds (the outdoor area of a public building) used in connection with public buildings. Smoking may be allowed in outdoor park areas such as a parking lot, course of play at a golf course, hiking trail, an individual campsite or campfire, or lake, river, or other water body.

Current City Policy:

No issues have been reported regarding our current policy that was established in 2006 prohibiting smoking within 150 from sports fields during organized youth activities. Since then metro area communities have established a variety of more extensive smoke-free policies.

Possible Impacts:

Establishing smoke-free parks and trails would impact on the Chamber of Commerce’s Chill on the Hill event. Chamber Director, Cathy Jensen estimated that nearly 5% of their patrons use a smoking section. Even though the percentage of users is small she believes that making the event smoke free could have a negative impact. The ordinance has been drafted to accommodate this established event.

FINANCIAL CONSIDERATIONS:

If smoke-free parks were implemented signs would have to be posted. The cost for the signs would be free from the American Lung Association however the city would still incur staff time and material costs for posts and hardware.

RECOMMENDATION:

The Parks & Recreation Commission and Staff recommend approval of the policy.

RESOLUTION # 022316-04

A RESOLUTION ESTABLISHING A POLICY FOR TOBACCO-FREE PARKS AND TRAILS FOR THE CITY OF PLEASANT HILL, IOWA

WHEREAS, Section 142D.3 of the Code of Iowa (the Smokefree Air Act) prohibits smoking in public places, including the following out-door areas: (a) the seating areas of outdoor sports arenas and (b) the grounds of any public buildings owned or under the control of a city; and

WHEREAS, Section 142D.4 of the Code of Iowa establishes certain areas where smoking is not regulated, such as outdoor areas that are places of employment, except where smoking is prohibited by Section 142D.3; and

WHEREAS, Section 142D.5 of the Code of Iowa permits anyone having custody or control of an area otherwise exempt from the smoking prohibitions to declare the entire area as a tobacco-free place; and

WHEREAS, the City of Pleasant Hill, Iowa, maintains public parks and trails for the use and enjoyment of its citizens, their families and people who visit our community; and

WHEREAS, the use of tobacco products in the presence of and in proximity to those utilizing the parks and trails, particularly the children using the parks and trails, serves to diminish the enjoyment derived from the use of our public parks and trails; and

WHEREAS, the use of tobacco products in public parks and trails presents various health risks to persons using the parks and trails, including the dangers of secondary smoke and the discarded material which can be handled and ingested by children; and

WHEREAS, cigarettes, once consumed in public spaces, are often discarded on the ground requiring additional maintenance expenses, diminish the beauty of the City of Pleasant Hill parks and recreational facilities, and pose a risk to toddlers due to ingestions; and

WHEREAS, a tobacco-free parks and trails policy will complement the current city smoke-free policy in City owned buildings and the Southeast Polk Community School District tobacco-free building and grounds policy and will eliminate any confusion; and

WHEREAS, for the purpose of this Policy tobacco is defined as any smoking or spit tobacco product, including any lit or unlit cigarette, cigar, blunt, bidi, clove cigarette, e-cigarette, electronic delivery system, pipe, chewing tobacco, dissolvable tobacco, dip,

snuff, snus or any other emerging tobacco or nicotine product. This includes any other product or item containing or reasonably resembling tobacco or tobacco products.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLEASANT HILL, IOWA, that pursuant to the authority granted by Section 142D.5 of the Code of Iowa, tobacco use is prohibited in all City of Pleasant Hill parks, trails, and outdoor recreational facilities at all times. However, upon request the City Council may grant an exception for a special event. No person shall use any form of tobacco at or on any City-owned or operated outdoor park, trail, or facility, which includes, but is not limited to, any park, playground, athletic field and complex, skate park, aquatic areas, shelters, restrooms, trails and parking lot areas (excluding approved special events). Tobacco-Free signs shall be posted in all parks, trails, and facilities that conform to the requirements of Section 142D.6 of the Code of Iowa.

IT IS FURTHER RESOLVED that this Policy will be enforced in the following ways: (a) Appropriate signs shall be posted in the above specified areas; (b) The community, especially park and facility users and staff, will be notified about this Policy; (c) City officials, City employees, parents, coaches and park users are asked to help enforce the compliance to this Policy by bringing the Policy to the attention of the persons violating the Policy; and (d) Any person found violating this Policy at an organized event, especially a youth event, will be asked to cease use of tobacco or leave the city park or facility premises.

This tobacco free park policy shall be effective immediately upon passage on this 23rd day of February, 2016.

ADOPTED February 23, 2016.

Mark A. Konrad, Mayor Pro Tem

ATTEST:

Dena Spooner, City Clerk/Finance Director