



# **PERSONNEL MANUAL FOR NON-UNION EMPLOYEES**

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## **ARTICLE 1 - GENERAL PROVISIONS**

### Section 1 Purpose

The purpose of this Manual is to establish pay, benefits and certain basic personnel policies for all full-time, regular City employees not represented by a certified collective bargaining unit, excluding elected officials and employees under the jurisdiction of the Board of Waterworks Trustees. This Manual does not constitute a contract of employment. This Manual shall not apply to the City Manager except in regard to insurance, holiday, longevity, leave benefits and Section 3 of this Article.

### Section 2 Administration

The Director of Administrative Services is authorized and directed to administer the provisions of this Manual and shall have the right to establish whatever detailed procedures he or she deems necessary to further explain and clarify the provisions contained herein. Employees covered by this Manual shall also be subject to applicable provisions of work rules and other regulations established by the exercise of the City's powers and responsibilities. All actions of the Director of Administrative Services under the Manual are subject to the review and approval of the City Manager. Whenever a Department Head is the affected employee under this Manual, the City Manager shall be considered the "Department Head" of said employee.

### Section 3 Nondiscrimination Policy

It is the policy of the City of Burlington not to discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age and disability in employment or the provision of services. Every employee is entitled to the benefits of this policy and is expected to conduct themselves in a manner so as not to in any manner so discriminate against fellow employees (including subordinates) or any official or citizen with whom they have contact in the course of their public employment. This includes but is not limited to a prohibition against any form of harassment or slurs made, or which could be construed to be made, on any of the foregoing basis.

## **ARTICLE 2 - PAY PLAN**

### Section 1 Salary Schedule and Pay Classification Ranges

A compensation plan at the 50<sup>th</sup> percentile will position the City as an average or "at-market" payer with salary ranges that are higher than half of its comparable municipalities and lower than the other half of its comparables. GovHR USA conducted a classification and compensation study dated February 2016. A salary schedule was established which consists of eleven (11) salary ranges. The structure is derived from the starting midpoint, the midpoint of the lowest range. Ranges 1 through 7 shall have a midpoint salary which is at least seven percent (7%) greater than the midpoint of the salary range below it, ranges 8 through 10 have a nine percent (9%) gradation and ranges 10 and 11 have a ten percent (10%) gradation. Each range shall have a maximum salary that is at least thirty percent (30%) greater than the minimum salary of its range. The schedule shall be included as Exhibit "A" of the Manual and all amounts shown shall be rounded to the nearest, annual whole dollar.

Said salary schedule and pay classification ranges may be modified or adjusted from time to time as approved by the City Council.

## Section 2 Job Evaluation System

A point factor method of job evaluating based on compensable factors is used to determine the relative worth of positions and to assign positions to their proper grade. Guidelines are established to document and measure job content. These guidelines are contained in the GovHR USA's report Section III. GovHR USA's approach to job evaluation involves a quantitative point and factor comparison method, which "cross-compares" all jobs in the organization against numerous factors. The nine (9) factors used for the evaluation of job classes are as follows:

1. Preparation and Training
2. Experience
3. Decision Making and Independent Judgment
4. Responsibility for Policy Development
5. Planning
6. Contact with Others
7. Work of Others ( Supervision Exercised)
8. Working Conditions
9. Use of Technology/Specialized Equipment

## Section 3 Salary Upon Appointment

A new employee appointed to a position under this Manual is subject to a six month probationary period, which may be extended for up to an additional six months, and shall initially be compensated at the minimum salary in the applicable pay classification range of the salary schedule unless a higher salary, recommended by the Department Head, reviewed by the Director of Administrative Services and approved by the City Manager, based on education and experience, is in the best interest of the City. The initial salary shall normally not exceed the midpoint salary of the applicable range.

An employee receiving a promotional appointment shall initially be compensated in the applicable pay classification range of the salary schedule at a salary which provides an increase of five to ten percent or the minimum salary, whichever is greater.

In the event of a demotion, an employee shall be compensated to at least the minimum of the range in the new salary grade. Further changes in pay for employees may be determined on an individual basis.

## Section 4 Salary Adjustments

Effective July 1, 2021, the salary of an employee that is below the midpoint of the applicable pay classification range, shall be adjusted per the following Transition Plan:

<u>Length of Service in current position</u>	TRANSITION PLAN			
	----- BELOW ANNUAL SALARY MIDPOINT-----			
	\$'s Per Year			
	<u>\$1-1200</u>	<u>\$1201-2400</u>	<u>\$2401-3600</u>	<u>+\$3601</u>
More than two (2) years	3.75%	4%	4.25%	4.5%
One (1) year to two (2) years	3.5%	3.75%	4%	4.25%
Six (6) months to twelve (12) months	3.25%	3.5%	3.75%	4%
Less than six (6) months	3%	3.25%	3.5%	3.75%

If, on June 30, 2021, the present salary of an employee is equal to or above the midpoint salary of the applicable pay classification range, the employee's salary shall be increased by 2.5%.

All salary advancements are contingent on a consistently satisfactory performance during the preceding period in meeting the job requirements and expectations for the position. An employee may receive additional advancements beyond that provided for above, for extraordinary job performance or as deemed necessary to maintain internal equity within the Salary Schedule and Pay Classification Ranges. All additional advancements must be formally approved in writing by the City Manager. An extraordinary increase may not be granted more than twice during an employee's period of service in a position and is limited to one extraordinary increase annually.

Any provision of this Article notwithstanding, in no event may an employee be paid more than the maximum salary established for the range in which the employee's position is assigned.

Fire Battalion Chiefs will be paid an \$950 stipend if they are required to work a full 24 hour shift in addition to the employee's regularly scheduled work shift.

### **ARTICLE 3 - HOURS OF WORK**

#### Section 1 Work Schedule

The normal work schedule of exempt employees under this Manual consists of working an average of eighty (80) hours in a two week work period; the normal work schedule for non-exempt employees under this Manual is forty hours in the employee's seven day work period.

The normal work schedules for public safety employees under this Manual may vary and will be designated and approved by the Department Heads to meet the needs of the respective departments.

#### Section 2 Work Hours

The normal work hours in any work day of employees under this Manual consist of working eight (8) consecutive hours, excluding an unpaid meal period, beginning at the same time each day as designated or approved for individual employees by the Department Head except those employees assigned to work flexible work schedules. Furthermore, the time of beginning work on any particular day or for a certain period may be varied as directed or approved by the Department Head.

The normal work hours for public safety employees under this Manual may vary and will be designated and approved by the Department Heads to meet the needs of the respective departments.

#### Section 3 Meal and Work Breaks

Employees shall be granted an unpaid meal period each work day of thirty (30) to sixty (60) minutes as designated or approved by the Department Head, except Police Sergeants, Police Captains/Lieutenants, and Fire Battalion Chiefs may receive a paid meal period in accordance with the respective departments' policy. Such meal period, to the extent practical, shall be scheduled approximately in the middle of the work day. Additionally, employees shall normally be granted two (2) paid work breaks of fifteen (15) minutes each during the work day to the extent practical.

#### Section 4 Flex Work Schedules

Employees may, as assigned or approved by the Department Head, work a flex schedule. All flex work schedules will consist of 2080 hours per year and comply with the Fair Labor Standards Act.

#### Section 5 Schedule Modifications

Nothing herein prevents a Department Head from modifying an employee's work schedule to accommodate various needs, activities or programs of a department on certain days, during particular weeks or months or for certain other periods of time. To the extent practical, reasonable notice of such schedule modifications should be given to the affected employee. Any employee aggrieved by an unreasonable modification of his or her work schedule may present a complaint to the Director of Administrative Services for review and determination.

**ARTICLE 4 – HOLIDAYS**

Section 1 Holidays Recognized and Observed

The following days shall be observed as holidays:

- New Year’s Day
- President’s Day\*
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day\*
- Thanksgiving Day
- Friday after Thanksgiving\*
- Christmas Day

\*Not observed by Library employees

Additionally, employees shall be granted either the day before Christmas Day or the day before New Year’s Day as a holiday. Those employees granted the day before Christmas Day as paid holiday shall work or be on approved leave the full day before New Year’s Day and those employees granted the day before New Year’s Day as a paid holiday shall work or be on approved leave the full day before Christmas Day.

Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday. Employees engaged in continuous operations may be scheduled to work the observed holiday and then be recognized to take another work day off in lieu thereof on a different date in the same month.

Employees will receive eight hours pay for observed holidays. However, an employee whose normal workday consists of more than eight hours will be paid only for the number of hours the employee is normally scheduled to work on the observed holiday.

Police Sergeants receive eighty (80) “Kelly Hours” per fiscal year in lieu of holidays, which must be taken each fiscal year and cannot be carried over on July 1. Police Sergeants regularly scheduled to work on New Year’s Day, Memorial Day, July 4, Labor Day, Veterans’ Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, or Christmas Day shall be paid at the overtime rate of pay for all hours actually worked. For purposes of this paragraph, the holiday shall begin at midnight of the day the holiday commences and shall end twenty-four hours later.

In lieu of holidays, Fire Battalion Chiefs accrue 24 hour “Comp Days” in the same manner and on the same schedule as Firefighters. However, Fire Battalion Chiefs, who have any unused full shifts of Comp Time accumulated as of December 1 of each year, which have not been scheduled to be used that December, shall be required to schedule, and take such carryover Comp Days during the following calendar year before the employee may schedule vacation for such in the following calendar year.

Section 2 Eligibility Requirements

In order to receive holiday pay, an employee shall be required to work his or her normally scheduled work day before and after the holiday unless on an approved paid leave.

**ARTICLE 5 – VACATIONS**

Section 1 Vacation Accrual

Employees, except Fire Battalion Chiefs, shall accrue annual paid vacation paid according to the following schedules and service requirements.

<u>Years of Continuous Service</u>	<u>Annual Work Hours Accrued</u>
1 through 5	80
6 through 10	120
11 through 24	160
25 or more	200

Fire Battalion Chiefs shall accrue annual paid vacation according to the following schedule and service requirements:

<u>Years of Continuous Service</u>	<u>Annual Work Hours Accrued</u>
1 through 4	120
5 through 9	144
10 through 14	168
15 through 19	240
20 through 24	288
25 or more	360

Department Heads, appointed on or after July 1, 1997, will accrue vacation based on continuous years of service with public employers upon appointment, or as otherwise approved by the City Manager. Supervisors, appointed on or after July 1, 2009, will accrue vacation based on continuous years of service with public employers if their preceding public sector position is comparable to their appointed position, or as otherwise approved by the City Manager. All prior public employment considered for these purposes must include participation in a public employee retirement pension plan.

All vacations will be accrued on a monthly basis, one-twelfth (1/12) of the vacation being accrued each month.

Regular part-time employees are eligible for pro-rated vacation based on the number of hours paid during the employee's preceding anniversary year.

#### Section 2 Vacation Usage and Limitations

Vacations will be granted at the times requested by the employees subject to the operating needs of the Employer as determined by the Department Head and approved by Human Resources; however, no accrued vacation may be taken until the employee has at least six (6) months of continuous service. The maximum vacation that an employee may take at any one time is two hundred forty (240) work hours (Fire Battalion Chiefs: 360 work hours) and the maximum number of accumulated vacation hours to be carried over at the first of every fiscal year is two hundred forty (240) hours; however, Fire Battalion Chiefs' vacation shall accrue from their anniversary date in the preceding year to their anniversary date in the given calendar year and shall be scheduled and taken during the given calendar year. Exceptions to these limitations may be granted in writing by the City Manager.

#### Section 3 Vacation Pay and Holidays

Vacation pay shall be computed at the straight-time rate of pay applicable to an employee's regular classification during the employee's vacation period. In the event a paid holiday falls within an employee's vacation period, the holiday shall not be charged to the employee's vacation.

#### Section 4 Vacation Rights Upon Separation

An employee who is separated from the service of the Employer for any reason shall be compensated for the unused vacation he or she has accumulated at the time of separation, up to a maximum of two hundred forty (240) hours (Fire Battalion Chiefs: 360 hours).

A part-time employee who is separated from the service of the Employer after one (1) year of continuous service shall be compensated for unused vacation he/she has accumulated at the time of separation, up to 120 hours.

A part-time employee who retires shall be compensated for unused vacation he/she has accumulated and for pro-rated vacation hours computed from the employee's last anniversary date to the effective date of retirement, up to 120 hours.



## ARTICLE 6 - LEAVES OF ABSENCE

### Section 1 Eligibility Requirements

An employee shall be eligible to apply for any of the following leaves of absences after thirty (30) days of continuous service.

### Section 2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Supervisor or Department Head and then forwarded to the Director of Administrative Services for approval prior to the leave being taken (except unforeseen sick and family death leave which may be submitted within a reasonable time after such leave commences). The request shall state the reason the leave of absence is being requested and the length of time of such requested absence.

### Section 3 Paid Leaves

#### a) Family Death Leave

In the event of the death of an employee's spouse, parent, parent-in-law, step-parent, child, or step child, the employee shall be granted up to forty (40) work hours (Fire Battalion Chiefs: forty-eight (48) work hours) leave of absence at the employee's option, charged against the employee's accumulated sick leave. In the event of the death of the employee's brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandparents-in-law or grandchildren, the employee shall be granted up to twenty-four (24) work hours leave of absence at the employee's option, charged against the employee's accumulated sick leave. In the event of the death of an employee's aunt, uncle, niece or nephew, the employee shall be granted up to eight (8) work hours, charged against the employee's accumulated sick leave. If additional time is needed by the employee, use of vacation or personal leave may be allowed subject to proper approval. All family death leave shall be taken for the purpose of arranging and/or attending the service and other related matters.

#### b) Funeral Leave

An employee may be granted funeral leave for the purpose of attending the funeral of an individual not in the employee's immediate family (as defined in Section 3(a) of this Article) for a period of up to three (3) work hours, charged against the employee's accumulated sick leave. If additional time is needed by the employee, use of vacation or personal leave may be allowed subject to proper approval.

#### c) Personal Leave

Employees, except Fire Battalion Chiefs, shall receive sixteen (16) personal leave hours (Library employees: forty (40) hours) with pay each fiscal year except that employees appointed during the fiscal year shall receive personal leave for the remainder of the fiscal year based on an accrual rate of 1.33 hours per month from the date of appointment to the end of the fiscal year in which they were appointed. All personal leave hours must be used each fiscal year or lost. They cannot be accumulated and carried over from fiscal year to fiscal year.

#### d) Court and Jury Duty

Employees required to appear before a court on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant), and employees required to report for jury duty shall be paid the difference, if any, between the compensation received for court or jury duty and their regular base pay for each day of court or jury duty that would otherwise be a normal work day for them.

#### e) Voting Leave

An employee required to work for all of the hours during which polls are open on an election day shall be granted sufficient time off with pay to vote.

f) Military Leave

All employees who are members of the national guard, organized reserves or any component part of the military, naval, or air forces, or nurse corps of this state or nation, or who are or may otherwise inducted into the military service of this state or of the United States, shall be, when ordered by proper authority to active state or federal service, entitled to a leave of absence from their employment with the City of Burlington for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. An employee may be required to provide documentation of such military service and a temporary appointment may be made to fill any vacancy created by such leave of absence.

g) Sick Leave

1) Eligibility

Any full-time employee contracting or incurring any non-service connected illness or injury, which renders such employee unable to perform the duties of his/her employment may receive sick leave with pay. If an employee is injured while gainfully employed by a different employer who is insured under the workman's compensation law, the employee shall be entitled to sick leave pay and shall be required to collect and turn over to the City any workman's compensation benefits he receives. The employee shall receive sick leave credit for workman's compensation benefits turned in to the City.

An employee shall start to earn sick leave from their last date of hire and shall be eligible for sick leave after thirty (30) days continuous service with the Employer.

All absences from work chargeable against sick leave should be reported to the employee's immediate supervisor thirty (30) minutes before the start of work on the day of absence, if physically possible, or as soon thereafter as is physically possible. Failure to do so may result in loss of sick leave pay.

For absences over twenty-four (24) hours (Fire Battalion Chiefs: forty-eight (48) hours), the Employer will require proof of illness, injury, or any other use of sick leave. For periods of twenty-four hours or less, the Employer will not normally require proof of injury or illness unless in the judgment of the immediate supervisor, Department Head or Director of Administrative Services, there is a question of legitimate or excessive usage. Proof of illness or injury shall include a doctor's certificate or other reasonable verification available to the employee. If verification is required, such verification shall have the signature of an attending physician or physician's assistant and state the type of illness/condition causing the employee to be unable to perform his/her job duties and the probable length of any temporary disability.

2) Accrual

Sick leave shall accrue at the rate of 12 hours per month of continuous service. However, Fire Battalion Chiefs shall accrue at the rate of twenty-four (24) hours per month of continuous service up to an unused sick leave accumulation of 1080 hours, thereafter, Fire Battalion Chiefs' sick leave shall accrue at the rate of sixteen (16) hours per month of continuous service up to a total maximum unused sick leave accumulation of 2160 hours for the combined accruals that can be carried over at any point in time. In the event a Fire Battalion Chief's accumulated unused sick leave drops below 1080 hours, the Fire Battalion Chief shall accrue sick leave at the rate of twenty-four (24) hours per month until the accumulated unused sick leave reaches 1080 hours again and then the Fire Battalion Chief shall resume accruing sick leave at the rate of sixteen (16) hours up to the total maximum of 2160 hours provided above.

3) Accumulation

Any unused portion of sick leave shall accumulate from fiscal year to fiscal year, to a maximum of 1440 hours (Fire Battalion Chiefs: 2160 hours).

4) Incentive – Vacation Accrual

Employees that do not use sick leave during the time period commencing July 1 through December 31 of each fiscal year shall accrue eight (8) hours of vacation leave. Employees that do not use sick leave during the time period of January 1 through June 30 of each fiscal year shall accrue eight (8) hours of vacation leave. The vacation accrual shall be credited within thirty (30) days after the completion of each specified time period. Family Death Leave and/or Funeral Leave charged to sick leave will not be considered when determining eligibility for this Incentive.

5) Payment Upon Retirement

Employees, electing to retire pursuant to Chapters 97B (IPERS) or 411 (Police & Fire Retirement) of the Iowa Code and/or Title 42 of the United States Code (Social Security Act) and commence receiving the applicable retirement benefits, shall be compensated for one-half (1/2) of the employee's unused accumulated sick leave that is in excess of 960 hours (Fire Battalion Chiefs: 1440 hours) on the date of retirement but not exceeding the total maximum unused sick leave accumulation of 1440 hours (Fire Battalion Chiefs: 2160 hours) allowed under subsection (g)3 of this section. Said sick leave compensation shall be paid upon retirement based on the employee's normal wage rate for his or her regular position on the last day of employment. Upon the death of an employee, said sick leave compensation will be paid to the estate of the employee.

In lieu of cash payout, employees eligible for a sick leave payout at retirement, per the above paragraph, who are eligible and elect to remain on the City's health insurance plan at retirement, shall contribute 100% of their pre-tax sick leave payout to a Health Reimbursement Account, established by the City.

Section 4 Unpaid Leaves

a) General Conditions

Any employee who, for any reasonable purpose, desires to secure leave from his or her regular duties may, with approval of the Employer, be granted a special leave of absence without pay for a period not to exceed six (6) months. Said leave may be extended for another (6) months if, in the opinion of the Employer, such leave is justified and providing said leave is requested and approved prior to the expiration of the initial leave. Any employee desiring a leave of absence without pay shall submit a request in writing stating the reason(s) for the desired leave, the date when the leave should begin, and approximate date of return to duty. Failure to return to work at the end of the leave shall be considered proper authorization for automatic termination of employment. It is understood that a leave of absence shall not be used for the sole purpose of accepting full-time employment elsewhere; any employee accepting such employment shall be terminated. An employee may be required to take a physical examination before being allowed to work after a leave of absence. An employee granted a leave of absence shall, upon completion of said leave, be returned to the same position and pay occupied at the time the leave began. During any leave of absence without pay, the employee will not accrue or receive any other privileges, benefits, or pay granted by this Manual except as provided by law. Disposition of all requests for leaves of absence and extensions thereof shall be in writing.

b) Candidates and Elected Officials Leave

Employees who become candidates for an elective public office shall upon their written request be granted a leave of absence commencing any time within thirty (30) days prior to a primary, special, or general election continuing through the day following such election. Nothing herein authorizes any employee to campaign for such office or for another person or issue during his/her or other employees' working hours or to use his/her position to secure contributions or commitments to the benefit of any electoral campaign. Employees who are elected to any municipal, county, state, or federal office shall upon their request be granted a leave of absence commencing any time after such election and continuing through one or more terms up to a maximum of six (6) years, unless extended by action of the City Manager. Employees elected to the Council of the City shall be required to take such leave of absence.

A temporary appointment may be made to fill any vacancy created by such leaves of absence.

Section 5 Absence Without Leave

If an employee is voluntarily absent from work without proper authorization for part or all of a work day such absence shall be grounds for disciplinary action. Voluntary absence without leave for a period of two (2) work days shall be considered proper authorization for automatic termination of employment.

**ARTICLE 7 – INSURANCE**

The City shall offer a cafeteria-style benefit program, which allows employees to customize their individual benefit package as described in the Plan Document. Employees will contribute 6.75% of the cost of single or family coverage.

If the health care premium cost (medical & dental allocation plus reserve contribution) is scheduled to increase more than 5% on July 1, 2022, non-union employees will have representation on a City committee to consider and choose the plan design changes and/or an employee contribution equal to the cost amount exceeding 5%.

Section 1 Hospital, Medical, Chiropractic Care, Prescription Drug and Dental Care Insurance

The Employer shall pay the cost of the single and family premium less 6.75 percent for Hospital, Medical, Chiropractic Care and Prescription Drug Insurance based on Plan C, per the above paragraph, and Dental Care Insurance. Any change in carrier, coverage, or method of claims handling shall be equal to Summary Plan Description for City/County Health Care Plan dated, July 1, 2021, on file in the office of the Director of Administrative Services.

Section 2 Life and AD&D Insurance

The Employer shall provide \$25,000 in Life Insurance and \$25,000 in Accidental Death and Dismemberment Insurance.

**ARTICLE 8 – LONGEVITY**

Section 1 Schedule

Annual longevity payments shall be made on November 30 of each year in accordance with the longevity pay plan set forth below for all permanent full-time employees who shall have completed at least five (5) years of continuous service, and who are in the employment of the City as of November 30 of the year in which the longevity payment is made. Whenever November 30 falls on Saturday or Sunday, the annual longevity payment shall be paid on the succeeding Monday. In the case of an employee who would have been eligible for longevity on November 30 of a given year, but died, resigned, or retired before this date, such employee shall receive a pro-rata longevity payment for that year based on the number of full months of employment from the last December 1 to the date of the employee’s death, resignation or retirement.

The following are the longevity pay schedules at the flat rate for continued service:

<u>Years of Continuous Service</u>	<u>Amount</u>
After five (5)	\$300
After ten (10)	\$450
After fifteen (15)	\$550
After twenty (20)	\$750
After twenty-five (25)	\$850
After thirty (30)	\$950

## Section 2 Eligibility

Employees shall be eligible for longevity payments on November 30 after they have completed five (5) years of continuous service. If an employee would have been eligible for longevity on November 30 of a given year, but died, resigned, or retired before such date, such employee or his or her estate shall receive a pro-rata longevity payment for that year based on the number of full months of employment from the last December 1 to the date of the employee's death, resignation, or retirement.

## **ARTICLE 9 - COMPENSATORY TIME AND OVERTIME**

### Section 1 Compensatory Time

Compensatory time for non-exempt employees may be accrued in lieu of overtime wages, subject to Department Head approval. An employee's balance of comp time hours accrued may not exceed twenty-four (24) hours, with the exception of certain fire department employees who may exceed twenty-four (24) hours in a single year by approval of the Fire Chief. However, when scheduling leave for the following calendar year, eligible fire department employees must schedule compensatory time carried over from the previous year before scheduling vacation to ensure that no more than the maximum allowable compensatory time is accumulated.

### Section 2 Overtime

If an employee is entitled by law to payment of overtime by reason of not qualifying for exemption from the application of Fair Labor Standards Act overtime provisions, such overtime shall be at the hourly rate of time and a half (1 ½); however every such employee under this manual is presumed to agree to accept compensatory time in lieu of overtime payments unless a written agreement to the contrary for a particular assignment is approved by the Department Head before such assignment commences. An employee's compensatory time balance shall normally not exceed twenty-four (24) hours.

Additionally, Police Lieutenants and Majors shall be eligible for extra compensation at the senior sergeant's overtime rate of pay for extra duty details under a City contract with a school or with persons or organizations other than public agencies to provide safety or security.

## **ARTICLE 10 - HEALTH AND SAFETY**

### Section 1 Uniforms and Safety Equipment

All uniforms, protective clothing, safety equipment, and protective devices required to be worn or used by employees shall be provided at no cost to the employees. However, no employee shall be entitled to reimbursement for expenses in complying with any reasonable dress standard established by the Employer except for clothing and required personal items damaged in the course of duty through no negligence or fault of the employee. Repair or replacement reimbursement shall in no single instance exceed \$125.00, unless the item is eyeglasses, and a receipt for the repair or replacement of the damaged article must be turned into the Director of Administrative Services, prior to reimbursement.

### Section 2 Employee Safety Manual

It is the responsibility of the employee to be familiar with and adhere to the safety requirements and practices set forth in the Employee Safety Manual or other safety policies and regulations posted or issued by the Employer.

### Section 3 On-The-Job Injury Reporting

If an employee becomes injured or has an accident while performing his/her job, the employee must notify his/her supervisor immediately and complete all required forms with the employee's supervisor within 24 hours. Upon notification by an employee, the employee's supervisor will promptly notify Great River Business Health and the Human Resources Department to arrange authorized treatment. Employees injured on the job are not permitted to seek immediate treatment on their own (i.e., without contacting their supervisor), except when an injury/illness appears to be life-threatening and there is not time or opportunity to contact the supervisor to arrange care. The Supervisor or Department Head may complete the written report if it is physically impossible for the employee to do. The completed report form shall be forwarded to the Joint Safety Committee Safety Director with a copy to the Director of Administrative Services. Following a work-related injury, employees may be required to return to work within the restrictions set out by the authorized medical provider. If appropriate, light duty work may be assigned. An employee's failure to report for reasonably suited light duty work offered by the City is grounds for termination of employment and may result in denial of workers' compensation benefits.

### Section 4 Physical Examinations

A new City employee appointed to a position under this Manual, who has not been subject to a pre-employment physical examination for a previous City position, is required to undergo a complete physical examination. In addition, whenever the employer reasonably suspects, based on injury to the employee, admission by the employee, medical evidence provided, observation of symptoms, or other objective evidence, that the physical condition of an employee is endangering the employee's own health or safety and/or the health and safety of others, or where an employee has been off work for more than thirty consecutive work days for any medical reason, the employee may be requested to undergo a complete physical examination, including functional testing, at the expense of the City to determine fitness for duty. The examining physician shall be selected by the City and cost of the examination shall be paid by the City.

## **ARTICLE 11 - DISCIPLINARY ACTION**

### Section 1 Application

Disciplinary action shall at all times be promptly administered and executed and thoroughly documented. Disciplinary action may include one or more of the following: oral reprimand, written reprimand, suspension, demotion, or discharge. No employee shall be disciplined without just cause; however, an employee may be separated from service for any reason not violative of the laws of the State of Iowa. See the provisions of Article 12, Separation of Service.

### Section 2 Approval and Records

The Director of Administrative Services shall promptly be notified by Department Heads of, and have the authority to review and approve all disciplinary actions. Inaction by the Director of Administrative Services after a reasonable opportunity for review results in the action becoming final as of the date the disciplinary action was originally taken subject to any appeal; however, any disciplinary action resulting in a temporary or permanent diminution of compensation to an employee must be approved by the Director of Administrative Services before such loss of compensation occurs.

Written records of any disciplinary action taken against an employee shall be submitted to the Director of Administrative Services for filing in the affected employee's permanent personnel file and the affected employee may submit a written response to such action for inclusion in the personnel file.

### Section 3 Appeal

Employees covered by Civil Service have the right to appeal any disciplinary action included under such laws within the time limits provided and in accordance with procedures provided thereunder. Any other

disciplinary action may be appealed in writing to the Director of Administrative Services within ten (10) calendar days after the affected employee was notified of the disciplinary action. The Director of Administrative Services may conduct an informal meeting involving the concerned parties and determine the appeal. Nothing in this Article gives the Director of Administrative Services the authority to overturn a disciplinary action taken or directed by the City Manager except with his or her permission.

## **ARTICLE 12 - SEPARATION FROM SERVICE**

### Section 1 Employment at Will of Certain Employees

Employees holding positions exempted from the application of Civil Service statutes under Iowa Code Section 400.6 are employed "at will" and may be removed from their position and separated from service provided such removal is by a written order approved and endorsed by the City Manager. Such order shall set forth the reasons for the removal and be filed in the office of the City Clerk, with a copy of the same sent by certified mail to the affected employee. An order of removal shall not be necessary where an employee appointed for a specific term is not reappointed.

### Section 2 Reduction in Force – Layoff

In the event it becomes necessary or is otherwise determined to be in the best interests of the Employer to reduce the size of the work force or abolish one or more positions, the affected employees shall be given written notice at least two (2) weeks in advance of the effective date of the layoff.

### Section 3 Voluntary Retirement or Resignation

Employees desiring to retire or resign shall provide written notice to the Director of Administrative Services, through the Department Head, at least two weeks in advance of the effective date of the retirement or resignation.

### Section 4 Compulsory Retirement of Certain Employees

The maximum age for all ranks of police officer or firefighter employed for police duty or the duty of fighting fires is sixty-five years of age in accordance with the Code of Iowa. Employees holding such positions shall be required to retire and be separated from service on the first day of the month following their sixty-fifth birthday unless they are appointed to another position.

## **ARTICLE 13 - SAVINGS CLAUSE**

Should any Article, Section, Subsection, or part of this Manual be in conflict with any State or Federal law or any City ordinance, that law or ordinance shall prevail to extent of such conflict.

## **ARTICLE 14 - DURATION**

The provisions of this Manual shall become effective on July 1, 2021, and shall remain in full force and effect until amended.

**CITY OF BURLINGTON**  
**EXHIBIT "A"**  
**NON-UNION SALARY SCHEDULE & PAY CLASSIFICATION RANGES**  
 Effective July 1, 2021

Pay Grade	Position Title	Skill Level Ranges	Annual Salary		
			Minimum Pay	Midpoint	Maximum Pay
1	Office Coordinator Assistant Billing Coordinator	up to 340	\$ 40,496	\$ 46,570	\$ 52,645
2	Deputy City Clerk/Office Coordinator Project Coordinator	345-380	43,331	49,831	56,332
3	Code Inspector I HR Generalist	385-420	46,365	53,319	60,275
4	Civil Engineer I	425-460	49,611	57,052	64,493
5	City Planner I Code Inspector II Fiscal Officer/Records Supervisor Network Support Specialist Billing Coordinator	465-515	53,082	61,044	69,008
6	City Clerk City Forester Golf Course Grounds Supt. RecPlex Maintenance Supervisor Senior Engineering Tech WWTF Pretreatment Coordinator	520-570	56,798	65,319	73,838
7	Chief Code Inspector III Civil Engineer II City Planner II Police Sergeant Property Maintenance Manager Vehicle Maintenance Manager Safety Director Senior Librarian Transit Manager WWTF Maintenance Foreman	575-625	60,774	69,890	79,007
8	Accounting Manager/City Treasurer Battalion Chief Network Support Unit Manager Operations Manager Parks Superintendent Police Lieutenant RecPlex General Manager Recreation Manager Assistant City & Transit Engineer	630-680	68,788	79,108	89,424
9	Assistant Fire Chief City Engineer Fire Marshal Police Major	685-720	74,979	86,227	97,473
10	Library Director WWTF Superintendent	725-760	81,728	93,987	106,245
11	Development & Parks Director Director of Administrative Svcs. Assistant City Manager for Public Works Fire Chief Police Chief	765+	89,900	103,384	116,871