



Agenda

City Council Work Session Meeting
Oelwein City Hall, 20 Second Avenue SW, Oelwein, Iowa
6:30 PM

November 25, 2024
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Matt Weber

Council Members: Karen Seeders, Anthony Ricchio, Lynda Payne, Dave Garrigus, Dave Lenz

Pledge of Allegiance

Discussions

- [1.](#) Discussion on the Code of Conduct Addendum.
- [2.](#) Discussion on the Police Union.

Adjournment

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 319-283-5440

RESOLUTION NO. _____-2024

A RESOLUTION TO ADOPT A CODE OF ETHICS FOR MEMBERS OF THE OELWEIN CITY COUNCIL

WHEREAS, the City Council, of the City of Oelwein Iowa deems it advisable to adopt a Code of Ethics for Members of the Oelwein City Council; and

WHEREAS, The citizens and businesses of Oelwein are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oelwein as follows:

Section 1. That the Code of Ethics set forth in Exhibit "A" attached hereto and made a part hereof, be in full force and effect immediately upon its adoption and approval, as provided by law.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 25th day of November, 2024.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

EXHIBIT "A"

CODE OF ETHICS FOR MEMBERS OF THE OELWEIN CITY COUNCIL

Preamble

The citizens and businesses of Oelwein are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. In keeping with the City of Oelwein's Commitment to Excellence, the effective functioning of democratic government therefore requires that:

Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; public officials be independent, impartial and fair in their judgment and actions; public office be used for the public good, not for personal gain; and public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Oelwein City Council has adopted a Code of Ethics for members of the City Council to assure public confidence in the integrity of local government and its effective and fair operation.

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Oelwein and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Oelwein City Council.

2. Comply with the Law

Members shall comply with the laws of the nation, the State of Iowa and the City of Oelwein in the performance of their public duties. These laws include, but are not limited to: the United States and Iowa constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public.

4. Respect for Process

Members shall perform their duties in accordance with the processes and rules of order established by the City Council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

5. Conduct of Public Meetings

Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

6. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest.

In accordance with the law, no member shall participate in the disposition of any matter in which he or she is interested. For purposes of this section "interested" includes any direct or indirect financial or personal interest held by a member or member of his/her family. Before any matter is heard, a member having an interest shall state it and withdraw from participation, or he/she may disclose the facts involved and request a determination by the Council of whether a conflict of interest exists. Any question of the existence or non-existence of a conflict of interest sufficient to disqualify a member from participating in the disposition of any matter shall be decided by a majority vote of the other members of the Council. In case of a tie, the member shall be disqualified.

7. Gifts and Favors

Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits, which might compromise their independence of judgment or action or give the appearance of being compromised.

8. Confidential Information

Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

9. Use of Public Resources

Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

10. Representation of Private Interests

In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City.

11. Advocacy

Members shall represent the official policies or positions of the City Council to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Oelwein, nor will they allow the inference that they do.

12. Policy Role of Members

Members shall respect and adhere to the mayor-council structure of Oelwein city government as outlined by the Chapter 372.4 of Iowa Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff.

The City Administrator/Clerk shall be directly responsible to the Council for the administration of municipal affairs as directed by that body. All departmental activity requiring the attention of the council

shall be brought before the body by the Administrator/Clerk and all Council involvement in administration initiated by the Council must be coordinated through the Administrator/Clerk.

13. Independence of Boards and Commissions

Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

14. Positive Work Place Environment

Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

15. Implementation

As an expression of the standards of conduct for members expected by the City, the Oelwein Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for candidates for City Council and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Oelwein code of ethics. In addition, the Code of Ethics shall be annually reviewed by the City Council and the City Council shall update it as necessary.

16. Compliance and Enforcement

The Oelwein Code of Ethics expresses standards of ethical conduct expected for members of the Oelwein City Council. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

City Council members who intentionally and repeatedly do not follow proper ethical standards may be reprimanded or formally censured by the Council. It is the responsibility of the Council to initiate action if a Council member's behavior may warrant censure. Council members should point out to the offending Council member infractions of the Code of Ethics or Code of Conduct.

If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Mayor Pro-Tem. It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant censure. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

If violation of the Code of Ethics or Code of Conduct is outside of the observed behaviors by the Mayor or Council members, the alleged violation should be referred to the Mayor. The Mayor should ask the City Administrator and/or the City Attorney to investigate the allegation and report the findings to the Mayor. It is the Mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to discussing and counseling the individual on the violations or recommending censure to the full Council to consider in a public meeting.

A violation of this Code of Ethics shall not be considered a basis for challenging the validity of a Council decision.

**Model of Excellence
Oelwein City Council
MEMBER STATEMENT**

As a member of the Oelwein City Council, I agree to uphold the Code of Ethics and the Code of Conduct for elected and appointed officials adopted by the City and conduct myself by the following model of excellence. I will:

Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;

Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;

Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;

Respect the dignity and privacy of individuals and organizations;

Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;

Avoid and discourage conduct, which is divisive or harmful to the best interests of Oelwein;

Treat all people with whom I come in contact in the way I wish to be treated;

I affirm that I have read and understood the City of Oelwein Code of Ethics and the City of Oelwein Code of Conduct.

Signature

Date

Printed Name

Date



Rules of Procedure for Conduct of City Council Meetings

Oelwein, Iowa

Adopted by City Council Resolution 5494-2023

Amended by Resolution XXXX-2024

1. Rules of Procedure
 - a. The Council shall determine the rules of its own proceedings by resolution, and the Clerk shall keep such rules on file for public inspection.
2. Quorum
 - a. Four (4) out of the total six (6) members of the city council constitute a quorum to do business. When there is no quorum, the Mayor, Mayor Pro Tem, or any other council member shall adjourn the meeting. If no Council Member is present, the City Administrator shall adjourn the meeting.
3. Agenda
 - a. All written petitions, communications, and other matters to be submitted to the city council for inclusion in the agenda packet for consideration at a scheduled regular, special or workshop meeting should be delivered to the City Administrator (or designee) no later than Noon on the Thursday preceding a scheduled Monday evening council meeting.
 - b. The City Administrator, in consultation with the Mayor will establish the agenda and the order of the agenda. Council members may request items on the agenda with support from an additional council member or the Mayor. Support from council members must be made in writing. These requirements are to ensure that council is working on policies that the council wants to address.
 - c. The City Administrator (or designee) shall compile the agenda, listing all matters to be considered by the Council according to the order of business, lettering and/or numbering each item consecutively. A copy of the agenda and packet will be posted online by Thursday at 5:00 PM. The agenda packet for any special or workshop council meeting shall be posted online no later than 24 hours prior to the scheduled meeting.
 - i. In the event of an issue posting the agenda the City Administrator will make note to the city council that the agenda will be posted no later than 5:00 PM on the Friday before the city council meeting.
 - d. It is strongly recommended that questions concerning the minutes of a meeting, itemized claims, an agenda item or any supporting documentation for an agenda item or items be submitted by phone, e-mail or in person to the City Administrator for research and/or explanation or correction prior to 12:00 PM (noon) on the day of the meeting. If such a question is posed to the City Administrator for the first time at the meeting of the Council at which such matter is being considered, it shall be appropriate for the Mayor, without further motion, to remove such item from the agenda and postpone consideration to a day certain to afford time for such research as may be necessary.
 - e. The city council shall have the authority to remove items from the agenda and change the order of items on the agenda.
 - i. Removing or reordering items on the agenda is completed by motion when the city council adopts the agenda.



- f. Although the City Administrator has been delegated considerable authority and responsibility for preparation of the final agenda, there are ample protections. The Mayor and City Attorney have been allocated a slot on the agenda for their respective communiques and can place what they want before the Council. Similarly, the individual Council members can always ask to have an item addressed under city council Updates.
4. Conduct of Meeting
- a. Regular Scheduled Meeting.
 - i. Meeting Time. The council shall meet in regular sessions beginning at 6:00 PM, local time, on the second and fourth Monday of each month, except upon vote of the city council.
 - ii. Meeting Place. Meetings of the Council shall be held in the Council Chambers at City Hall, 20 2nd Ave SW, Oelwein, Fayette County, Iowa, unless otherwise posted and provided in the meeting notice. Attendance shall be limited to the posted seating capacity. While the Council is in session, members of the public shall not remain standing in the Council Chamber, except to address the Council at the request of the presiding officer. Sitting on the floor of the Council Chamber shall not be permitted.
 - iii. Meeting Notices. All meeting calls, notices and agendas shall be prepared and given in compliance with state statutes, laws and local ordinances.
 - iv. Length of Meeting. The length of any meeting shall be limited to four hours. This limitation may be extended for any particular meeting by an affirmative vote of a minimum of four (4) council members to suspend the rules and extend the meeting by the time required.
5. The Agenda Order
- a. Order of Business.
 - i. Call to Order.
 - ii. Pledge of Allegiance.
 - iii. Roll Call. (Rotating).
 - iv. Approval of Minutes.
 - v. Adopt Agenda: Once adopted by the Council, the business of the meeting will follow the printed agenda and all matters will be addressed in the order presented on the agenda, as amended. After the agenda has been adopted, the agenda cannot be changed except by majority vote of the Council.
 - vi. Citizen Comments: See the city's Public Comment Policy
 - vii. Consent Agenda: The consent agenda shall consist of administrative, routine or non-controversial matters that shall appear on the prepared agenda as such. The items comprising the consent agenda shall be furnished to each council member, Mayor, City Administrator and City Attorney and will not be considered individually and shall be adopted on one motion. The Mayor or any individual Council member may request to remove any item from the consent agenda to be considered and acted upon separately as an individual agenda item.
 - viii. Public Hearings: Interested persons or their authorized representatives may address the Council regarding public hearing matters under consideration. The Mayor opens and closes public hearings. No formal resolution or motion is



needed to open and close a public hearing unless required by the public hearing. Once the public hearing is closed, further discussion from the public on the matter will be denied, except upon the request of a Council Member through the presiding officer.

- ix. Ordinances. An Ordinance requiring a public hearing shall be considered immediately following the public hearing and shall be given priority on the agenda. Members of the public are invited to participate in the public hearing on the same terms and conditions applicable to “Citizen Comments”. Ordinance shall be voted on by roll call which shall be reported on the face of said Ordinance.
 - 1. All ordinances require four votes of council regardless of the quorum present.
 - 2. All tied ordinances fail and cannot be broken by the mayor.
 - x. Resolutions. A Resolution requiring a public hearing shall be considered immediately following the public hearing and shall be given priority on the agenda. Members of the public are invited to participate in the public hearing on the same terms and conditions applicable to “Citizen Comments”. A Resolution that pertains directly to another item of business may be placed in proximity with said agenda item(s). Resolutions shall be voted on by roll call which shall be reported on the face of said Resolution.
 - 1. All resolutions require four votes of council regardless of the quorum present.
 - 2. All tied resolutions fail and cannot be broken by the mayor.
 - xi. Motions. Items on the agenda may only require a simple motion. Once discussion of the item is ended, the Mayor will call for a motion and a second. A vote shall be taken after the motions affirming the direction of council.
 - 1. A tied motion can be broken by the Mayor if the motion does not lead to a resolution or ordinance.
 - xii. Committee Reports
 - xiii. City Council Updates
 - xiv. Mayor’s Report
 - xv. City Attorney Report
 - xvi. City Administrator’s Report
 - xvii. Executive Session
 - xviii. Public Action on Executive Session
 - xix. Adjournment
6. Mayor and Council Meeting Conduct
- a. Elected officials should come to each meeting having read the agenda packet and asked all questions to the City Administrator before the meeting.
 - b. Council members should remain calm and collective during the meetings. Disagreements will happen and all elected officials should remain professional.
 - c. While passion is allowed in meetings, that passion should never spill into name calling, yelling, or harassment of fellow elected officials or staff.
 - d. Any elected official that raises their voice to a fellow elected official or city staff member should excuse themselves from the meeting for the remainder of the night.



- e. Elected Officials should refrain from coming with a hidden agenda creating moments intended to embarrass or catch fellow elected officials or city staff off guard. Elected officials should provide their information to fellow elected officials and staff before an item is discussed.
 - f. Elected Officials and staff are on the same team and meetings should be conducted as such.
 - g. Mayor and Council are policy makers for the city. Elected officials should not act in an administrative role and should provide high level leadership for the community.
7. Meeting Items
- a. The City Administrator and Mayor shall have the authority to vary the Agenda and recommended schedule to expedite the conduct of business or accommodate persons doing business under consideration of the Council.
 - b. The city council can delete and change order of Agenda.
 - c. Method of keeping minutes. The minutes of the Council shall be prepared at the direction of the City Administrator and shall be recorded in a book kept for that purpose, with a record of each particular type of business transacted by the Council set off in paragraphs with subheadings. The minutes must contain only a record of such business as was actually passed upon by a vote of the Council and shall not be required to contain a verbatim transcript of the proceedings. A record shall be made of the names of persons addressing the Council, the title of the subject to which their remarks relate and whether they spoke in support of or in opposition to such matter.
 - d. Remarks of Council. A Council Member may request, through the presiding officer, the privilege of having an abstract of that member's statements on any subject under consideration by the Council entered in the minutes. If the Council consents, such statements shall be entered in the minutes.
 - e. Delivery of minutes. The City Administrator (or designee) shall cause a copy of the minutes to be forwarded to the Mayor and each Council Member and department head, typically delivered with the agenda packet for the next regular meeting.
 - f. Approve Minutes. The minutes of the preceding council meeting may be approved without being read aloud, provided that the City Administrator has previously furnished each member of the Council with a copy of the minutes and that a majority of the Council has not requested such a reading.
 - g. Correction of Minutes. When a Council Member wishes to correct the minutes, that Council Member should contact the City Administrator in advance of the meeting with the correction. The City Administrator will then verify the correction by listening to that meeting's audio recording. Upon verification of an error in the minutes, the City Administrator will provide the corrections to the Council in advance of the meeting, immediately prior to the meeting or during the meeting. If time constraints prevent this procedure, the Council should continue the approval, of the minutes to the next meeting, and direct the City Administrator to verify the error.
 - h. Ordinances and Resolutions. All ordinances shall be prepared or reviewed by the City Attorney. Ordinances and resolutions shall be prepared for presentation to the city council upon the request of the Mayor, any Council Member, the City Administrator, or through the initiative of the City Attorney. As time allows, the City Attorney may assist



individual Council Members in the preparation of ordinances for future Council consideration. All ordinances, resolutions, and contract documents to be presented to the Council shall first be approved as to form and legality by the City Attorney or an authorized representative. When substantive matters of administration are involved, the ordinance, resolution, or contract shall also be examined for administration by the City Administrator, the head of the affected department, or an authorized representative of the City Administrator.

- i. In the event of a tie on an ordinance, the ordinance dies. The failed ordinance can only be brought back by two members of the dissenting vote. A failed ordinance may be reconsidered after January following a regular city election.
 - ii. In the event of a tie on a resolution, the resolution dies. The failed resolution can only be brought back by two members of the dissenting vote. A failed resolution may be reconsidered after January following a regular city election.
- i. Closed Sessions. A closed session may be held only by an affirmative vote of a minimum of four (4) members of the entire city council. The city council may hold a closed session only to the extent a closed session is necessary and for the discussion of any statutorily authorized purpose as referenced in the Code of Iowa § 20.17; 2 1.5; 21.9 or other authority of the Iowa Open Meetings law, State Statute or Law. The vote of each member on the question of holding the closed session and the reason for holding the closed session shall be announced publicly at the open session and entered into the minutes. Final action on any matter will be taken in open session. The detailed minutes and audio recording of a closed session shall be sealed and shall not be open to public inspection. However, upon order of the court in an action to enforce this chapter, the detailed minutes and audio recording shall be unsealed and examined by the court on camera. The court shall then determine what part, if any, of the minutes should be disclosed to the party seeking enforcement of this chapter for use in that enforcement proceeding. In determining whether any portion of the minutes or audio recording shall be disclosed to such a party for this purpose, the court shall weigh the prejudicial effects to the public interest of the disclosure of any portion of the minutes or audio recording in question, against its probative value as evidence in an enforcement proceeding. After such a determination, the court may permit inspection and use of all or portions of the detailed minutes and audio recording by the party seeking enforcement of this chapter. A governmental body shall keep the detailed minutes and audio recording of any closed session for a period of at least one year from the date of that meeting, or for as long as the matter is in litigation proceedings.
- j. Handling Requests during Meetings: The Council has limited authority to act on a Citizen's request that arises during a meeting. The Council is permitted to:
 - i. Give administrative direction to the City Administrator to pursue a resolution of the matter and to report back at a subsequent meeting of the Council
 - ii. Defer official action with instructions that the matter be included for action on a subsequent Agenda of the Council.
 - iii. Waive the rules and amend the Agenda for official Council action. This shall only be appropriate in circumstances which the Council deems to be an emergency. This process shall be guided by the City Attorney.



- k. In the event of a no vote on an item that council had previously voted in favor for, or provided direction to the City Administrator to commence work on, the city council should take a moment to provide direction to the City Administrator. Ordinances, Resolutions, or motions that are voted no should come with an explanation from city council and provide direction the City Administrator. This ensures the city is moving forward and that progress can be made. Providing direction to the City Administrator ensures no questions will continue to linger after a meeting.
8. Special Meetings.
 - a. Special Meetings of the Council may be held at any time, upon request of the Mayor or written petition of at least four Council members. Notice of Special meetings must comply with state law and shall be sent to each member of the Council and Mayor. Special Meetings required to meet a need of a private person or entity shall be required to advance a fee set by annual Resolution of the Council.
 9. Workshop Meetings.
 - a. The Council may conduct workshop meetings or study sessions on matters which are expected to come before the Council for formal action at a regular meeting or otherwise need study by the Council. Items to be considered will be placed on an agenda as required by the open meetings statutes.
 - b. At workshop meetings the Council will receive information and presentation of issues from the City Administrator and City staff. The city council may ask questions and may request that certain information be provided, or issues be addressed when items are considered further at another workshop meeting or a regular meeting of the Council. Council may direct that matters under consideration be brought forward for formal action at a regular meeting, that further study be conducted if appropriate, that matters under consideration not be pursued further (except for matters requiring a public hearing), or that modifications be made before a matter is considered further.
 - c. Final action on items is not taken during workshops or study sessions. No formal vote of the Council in favor or against any workshop or study session agenda item may be taken. The city council should provide direction to the City Administrator to place items on the next city council meeting agenda.
 - d. Workshops are not public hearings. On public hearing items, public testimony will be taken before Council action on the item at a regular meeting. No member of the public or interested party has the right to make a presentation or address the Council on an item under consideration in a workshop or a study session. Questions may be directed by the Council to a member of the public or another interested party or, in appropriate circumstances, a brief presentation may be permitted by a member of the public or another interested party on an agenda item or a particular question related to an agenda item. The Mayor may limit or end the time for such response to questions or presentation.
 10. Electronic Meetings.
 - a. A governmental body may conduct a meeting by electronic means only in circumstances where such a meeting in person is impossible or impractical and only if the governmental body complies with all of the following:
 - b. The governmental body provides public access to the conversation of the meeting to the extent reasonably possible.



- c. The governmental body complies with §2 1.4. For the purpose of this paragraph, the place of the meeting is the place from which the communication originates or where public access is provided to the conversation.
- d. Minutes are kept of the meeting. The minutes shall include a statement explaining why a meeting in person was impossible or impractical.
- e. A meeting conducted in compliance with this section shall not be considered in violation of this chapter.
- f. A meeting by electronic means may be conducted without complying with paragraph D(1), above, if conducted in accordance with all of the requirements for a closed session contained in §21.5.

11. Committee Meetings.

- a. Subject to approval of the Council, the Mayor may appoint special advisory or ad hoc committees consisting of Council Members, City staff and/or private citizens, as deemed desirable and necessary to assist and advise the city council in its work.
- b. Committee meetings shall comply with all Notice and Open meeting requirements in compliance with State Statute, laws and Local Ordinance. All city council members, the Mayor, City Administrator and City Attorney are welcome to attend any Committee meeting, and notice of all Committee meetings will be provided to each Council member, the Mayor and posted for the public.
- c. Committees shall report, in writing, to the Council as the full Council requests. All Committee recommendations, decisions or proposed action shall be subject to final approval and adoption of appropriate motion, Resolution or Ordinance in formal meeting of the Council as a whole. Committee reports and recommendations shall be approved by a majority of the Committee for presentation to the Council as a whole, although a minority report and recommendation may also be made and considered in the course of the Council's regular deliberations.
- d. All Council Committees shall be comprised of three members unless the full Council specifies. The Committee shall select a Chair unless the Chair is designated by the full Council. The Mayor may take part in discussion during Council Committee meetings.

12. Mayor - Duties of Presiding Officer

- a. The Mayor (or in the Mayor's absence, the Mayor Pro Tem) shall be the presiding officer of the Council. In the absence of the Mayor and the Mayor Pro Tem, the City Administrator shall call the city council meeting to order, whereupon a temporary presiding officer shall be elected by the members of the Council who are present. Upon the arrival of the Mayor or the Mayor Pro Tem, the temporary presiding officer shall relinquish the chair upon the conclusion of the matter of business before the Council. The presiding officer shall preserve strict order and decorum at all meetings of the Council, announce the Council's decisions on all subjects, and decide all questions of order. If there is an appeal to a decision of the presiding officer, the Council as a whole shall decide the question by majority vote.
- b. The Mayor, as presiding officer, may debate, but may not make a motion.
- c. The principal functions of the Mayor during sessions of the Council are:
 - i. Call the meeting to Order.
 - ii. Announce the Order of business as provided in the Agenda.



- iii. State motions “on the table”.
 - iv. Put motions to a vote, when appropriate, and announce the result of all votes.
 - v. Prevent irrelevant or frivolous debate or discussion.
 - vi. Maintain order and decorum.
 - vii. Vote to break tie votes of the Council on motions that will not ultimately require an Ordinance or Resolution as final action.
 - viii. Otherwise enforce the Council’s rules and appropriate parliamentary procedures.
- d. The Mayor Pro Tem, as presiding officer, may debate, vote as a regular Council Member and retains all of the powers as a Council Member. The presiding officer is subject to the limitations of debate that are imposed on all Council Members.
 - e. In the absence of the Mayor or Mayor Pro Tem, the City Administrator shall call the meeting to Order and a temporary presiding officer shall then be selected by the Council Members present.
 - f. Subject to approval of the Council, the Mayor may appoint special advisory or ad hoc committees consisting of Council Members, City staff and /or private citizens, as deemed desirable and necessary to assist and advise the Council in its work.
 - g. Should a meeting approach the 10:00 PM hour, the Mayor shall call for a vote to continue the meeting.
13. Council Members
- a. Every Council Member desiring to speak shall address the presiding officer, and upon recognition by the presiding officer, shall confine comments to the question under debate. A Council Member, once recognized, shall not be interrupted except according to rules of parliamentary procedure (e.g., for a point of order, parliamentary inquiry, question of privilege or appeal of presiding officer’s procedural ruling).
 - b. Procedure For Council Action. All Council Members shall vote when called upon to do so by the presiding officer. The results of the vote shall then be in the Council Chambers and the results of the vote read aloud by the City Administrator or designee. A roll call vote will be taken of all Council Members’ votes on Ordinances or Resolutions. All ordinances, resolutions and other matters or subjects requiring action by the Council must be introduced and sponsored by a Council Member, by motion duly made and seconded. Council may chose to debate before a motion is made after the item is introduced by the Mayor. After the vote has been called, there will be no further discussion or debate, except that members of the Council may be permitted by the presiding officer to explain their votes. All ordinances may be introduced and passed by reading the title only. Ordinances shall be read in full only when requested by a majority of the Council.
 - c. Disqualification / Abstentions. All members present at any meeting may disqualify themselves or abstain from voting, in which case the disqualification shall be publicly declared and a record made thereof. The City Attorney is available to help Council Members decide if they should declare a disqualification on any issue. In these or other instances Council Members may choose to use the phrase, “....to avoid the appearance of impropriety.”



- d. Vote Required. (Reference Code of Iowa §380.4) A city council shall exercise a power only by the passage of a motion, a resolution, an amendment, or an ordinance. (Code of Iowa §364.3).
 - i. Failure to provide an audible vote on an issue will be considered a no vote and will be reflected in the minutes as a no vote.
- e. Ordinances, Amendments and Resolutions. Passage of an ordinance, amendment, or resolution requires a majority vote of all of the members of the Council unless otherwise required by statute (i.e., passage of a Resolution of Necessity in final form). A proposed ordinance or amendment must be considered and voted on for passage at two council meetings prior to the meeting at which it is to be finally passed, unless this requirement is suspended by a vote of not less than three-fourths of all the members of the Council. If a proposed ordinance, amendment or resolution fails to receive sufficient votes for passage at any consideration, the proposed ordinance, amendment or resolution shall be considered defeated (Code of Iowa §3 80.3). If the rules requiring three separate readings is suspended and the proposed ordinance fails to pass by the required three-fourths vote, the proposed ordinance will be placed on the agenda for the next regular meeting of the Council.
- f. Motions. Passage of a motion requires a majority vote of a quorum of the Council. NOTE: The Mayor may cast a vote to break a tie vote of the Council on a motion that does not ultimately require an Ordinance or Resolution for final action. Mayor may not cast a vote on any Ordinance or Resolution.
- g. NOTE: Pursuant to Code of Iowa §380.4, “all of the members of the Council” refers to all of the seats of the Council including a vacant seat and a seat where the member is absent, but does not include a seat where the Council Member declines (abstains) to vote by reason of a conflict of interest. A conflict of interest is defined as “a direct relationship or pecuniary interest in a matter.” However, if a Council Member declines (abstains) to vote for any other reason, that Council Member’s seat will be included in “all of the members of the Council.”
- h. Council compensation:
 - i. Members of the Council shall be paid Fifty and No/00 dollars (\$50.00) for each Regular, Special or Committee meetings. (See Oelwein Code of Ord. 3-32)

14. City Administrator

- a. The City Administrator is the chief administrative officer for the city and oversees the day-to-day operations of the city. The City Administrator is responsible for the implementation of all policy decisions of the city council and the enforcement of all city ordinances. The City Administrator appoints, with the approval of the Council, and directly supervises the directors of the city’s operating departments and City Hall. The City Administrator oversees the administration of all city contracts, execution of all public improvements, and the construction, improvement and maintenance of all city properties and facilities. The City Administrator shall prepare the annual budget and submit the budget to the Council for consideration and approval consistent with State law, and presents recommendations and programs to the city council. The City Administrator is responsible for compliance with employment laws and regulations, coordinates the application process for all staff positions on behalf of the City, and maintains information



on Civil Service requirements, employment contracts, compensation and city employee benefits, including health insurance, vacation and sick leave

15. Declaration of Policy:

- a. The city council shall select a City Administrator and shall evaluate the performance of the City Administrator on a routine basis. The City Administrator shall work with, coordinate, and supervise the various department heads who have the knowledge, ability and expertise to govern their respective departments, including day-to-day operations, personnel supervision, assignments and expenditures within the limitations of these rules.
- b. Except for the purpose of inquiry, members of the Council shall deal with the various departments of the city through the City Administrator.

16. City Attorney/Legal

17. The City Attorney is the chief legal officer of the city, representing the city and its boards, committees, and commissions in legal matters. The City Attorney reviews as needed all proposed ordinances, resolutions, contracts, and other legal documents. The City Attorney represents the city in litigation, advises and prepares legal opinions and prosecutes violations of city ordinances.

18. Decorum During Council Meetings - Addressing Council - Public

- a. See the city's Public Comment Policy

19. Council Procedures and Motions

- a. Motions.
 - i. Motions are the vehicles for decision-making. It is usually best to have a motion before the Council prior to discussing an agenda item in order to help the members focus on the issue before them. Motions are made in a simple two-step process. First, the Mayor recognizes the member. Second, the member makes a motion by preceding his or her desired approach with the words: "I move" A typical motion might be: "I move that we give ten days' notice in the future for all our meetings."
 - ii. Any motion made by a member must be seconded by another member. Otherwise the motion fails.
 - iii. When no motion is provided, the item fails for lack of motion.
- b. The Mayor may initiate the motion by:
 - i. Inviting the members to make a motion: "A motion at this time would be in order."
 - ii. Suggesting a motion to the members: "A motion would be in order that we give ten days' notice in the future for all our meetings."
- c. Four Basic Motions.
 - i. The basic motion. The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move that we create a five-member committee to plan the annual fundraiser."
 - ii. The motion to amend. If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: "I move that we amend the motion to have a ten-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.



- iii. The substitute motion. If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would move a substitute motion. A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”
- iv. The motion to table. The motion may contain a specific time at which the item can come back to the body: “I move we table this item until our regular meeting in October.” Or the motion may contain no specific time for the return of the item, in which case a motion to bring the item back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.
 - 1. Motions to amend and substitute motions are often confused. A motion to amend seeks to retain the basic motion on the floor but to modify it in some way. A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it. The decision as to whether a motion is really a motion to amend or a substitute motion is left to the Mayor. If a member makes what that member calls a motion to amend, but the Mayor determines it is really a substitute motion, the Mayor’s designation governs.
- d. Multiple Motions. Up to three motions may be on the floor simultaneously. The Mayor may reject a fourth motion until the three that are on the floor have been resolved.
 - i. When two or three motions are on the floor (after motions and seconds) at the same time, the first vote should be on the last motion made. For example, assume the first motion is a basic motion to have a five-member committee to plan the annual fundraiser. During the discussion of this motion, a member might make a second motion to amend the main motion to have a ten-member committee, not a five-member committee, to plan the annual fund raiser. And perhaps, during that discussion, a member makes yet a third motion as a substitute motion that we not have an annual fund raiser this year.
 - 1. The proper procedure would be as follows.
 - 2. The Mayor would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken on the third motion. If the substitute motion passes, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions.
 - 3. If, however, the substitute motion (the third motion) failed, the Mayor would proceed to consideration of the second (now the last) motion on the floor.
 - 4. Finally, the Mayor would deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee) or, if amended, would be in its amended format (ten member committee), and the question on time floor for discussion and



decision would be whether a committee should plan the annual fund raiser.

- e. Debate. The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the Mayor that it is time to move on and take action.
 - i. There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the city council to move on. The following motions are not debatable, so when the following motions are made and seconded, the Mayor should immediately call for a vote of the Council without debate on the motion:
 1. Motion to Adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.
 2. Motion to Recess. This motion, if passed, requires the body to immediately take a recess. Normally, the Mayor determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.
 3. Motion to Fix the Time to Adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.
 4. Motion to Limit Debate. The most common form of this motion is to say: "I move the previous question," or "I move the question," or "I call for the question." When a member of the body makes such a motion, the member is really saying, "I've had enough debate. Let's get on with the vote." When such a motion is made, the Mayor should ask for a second to the motion. If a second is received, the Mayor should stop debate and the members should vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to fifteen minutes." Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a motion to object to consideration of an item. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.
- f. Majority and Super-Majority Votes. In addition to the specific rules for passage of motions, resolutions, and ordinances as set by State law, there are procedural exceptions to the rule of passage by a simple majority. The exceptions occur when the Council is taking an action that effectively cuts off the ability of a minority opinion to take an action or discuss an item. Although these extraordinary motions require a two-thirds majority (a super-majority) to pass, the uniqueness of this requirement is minimized by the fact that the City of Oelwein is largely governed by a Council of six members. This form of



government requires a minimum of four (4) votes to adopt any Ordinance or Resolution and this results in no practical distinction between a majority vote of four (4) voters or a 2/3rd Super Majority vote which also requires a minimum of four (4) votes. The limited situation when this distinction actually makes a difference is when the vote is taken on a motion as follows:

- i. Motion to Limit Debate. Whether a member says, "I move the previous question," "I move the question," "I call for the question," or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a minimum of four (4) Council votes to pass.
- ii. Motion to Object to the Consideration of a Question. Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of the Council do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable and requires a minimum of four (4) Council votes to pass.
- iii. Motion to Suspend the Rules. This motion is debatable but requires a minimum of four (4) Council votes to pass. This motion allows the Council to suspend its own rules for a particular purpose.
- iv. Motion to Reconsider. There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made. A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.
 - 1. First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider at the same meeting can be made at any time before adjournment. A motion to reconsider made at a later time is untimely.
 - 2. Second. a motion to reconsider may be made only by certain members of the Council. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the Council may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the Council again and again, which would defeat the purpose of finality.
 - 3. If the motion to reconsider passes, then the original matter is back before the Council, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.
 - 4. Once a matter has been duly reconsidered, no further motion to reconsider the issue can or shall be made (without the unanimous consent of the Council).



- g. Limiting Debate And Discussion.
 - i. Debate and discussion should be focused, but free and open. At the same time, the Mayor may limit the time allotted to speakers, including members of the Council, in the interest of efficiently and effectively using time.
- h. Generally, a Council member will not be interrupted by other council members but may be under the following circumstances:
 - i. Privilege. The proper interruption would be: “Point of privilege.” The Mayor would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person’s ability to hear.
 - ii. Order. The proper interruption would be, ‘Point of order.’ Again, the Mayor would ask the interrupter to “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting, for example, if the Mayor moved to a vote on a motion that permits debate without allowing that discussion or debate.
 - iii. Appeal. If the Mayor makes a ruling with which a member of the Council disagrees, that member may appeal the ruling of the Mayor to the parliamentarian.
 - iv. Call for Orders of the Day. This is simply another way of saying, “Let’s return to the agenda” If a member believes that the Council has drifted from the agenda, such a call may be made. It does not require a vote, and when the Mayor discovers that the agenda has not been followed, the Mayor simply reminds the Council to return to the agenda item properly before them.
 - v. Withdraw a Motion. During debate and discussion of a motion, the maker of the motion on the floor may, at any time, interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Mayor may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make them notion if properly
- i. Table A Motion.
 - i. The council meeting agenda is generally modified during a council meeting when voting on the “Agenda Approval.” A motion to table an agenda item during a council meeting can only be used for a reason of urgency such as a Council Member or public participant arriving late or needing to leave early and requesting an item be moved forward. A motion to table, for a reason of urgency, will only bring forward the next agenda item. If more than one item needs to be tabled before reaching the item in question, a motion to table several items at once could be made (i.e., “I move to table Items 8 through 15 in order to proceed with Item 16.”). A motion to table requires a second, is not debatable (the chair may ask the maker of the motion to state their reason for tabling the motion), is not amendable, requires a majority vote for passage and, if adopted, cannot be reconsidered. The tabled item(s) may then be taken from the table by motion, second, and a majority vote as soon as the interrupting issue is disposed of. A



motion to table should not be used to postpone an agenda item, to limit public debate, or to suppress a minority of the Council.

- ii. Items or motions that have been tabled, placed in the care of the City Administrator or Clerk, are not automatically placed on the agenda for the next meeting. If not taken from the table in the meeting at which tabled, there will be a notation made in the meeting's minutes that the item(s) or motion(s) have been tabled. Council members interested in taking action on a tabled item or motion from the previous meeting must request that the item or motion be placed on the next council agenda.
- iii. If a Council Member wishes to take action on a tabled item or motion during the meeting at which the item or motion had been tabled, the Council Member must bring back the item or motion by moving to "take (the item or motion) from the table." The motion to "take from the table" needs a second, is not debatable and requires a majority vote. If an item or motion is not taken from the table during the meeting at which it was tabled or by the close of the next regularly scheduled council meeting, the item or motion dies.
- iv. Motion to Postpone. Postponing an item or a motion to a specific date and time ensures that the item or motion will be on the agenda at the adopted date and time. Any item or motion which is to be considered at the next meeting should be postponed to that meeting rather than tabled.
- j. Robert's Rules of Order, 11th Edition, are adopted to supplement these Rules, where not in conflict.

20. Miscellaneous

a. Conflicts of Interest:

- i. In the event that a member of the Council determines that the member has a direct, definite (demonstrable) conflict of interest regarding an issue before the Council, then that conflict should be clearly stated at the beginning of Council deliberations.
 - 1. Deliberations: Having a conflict of interest may or may not prevent the Council member from expressing an opinion on the matter under consideration largely determined by that individual Council member's personal judgment.
 - 2. Vote Prohibited: Having a conflict of interest, however, prohibits the conflicted Council member voting on the issue with legal consequences for a violation.
- ii. What constitutes a "conflict of interest" is often misunderstood and misstated. Obviously, elected officials are frequently motivated to seek office by virtue of their personal contact with government and an interest in what develops thereafter. The mere fact that a Council members life may be affected by a decision or vote does not equate to a conflict of interest. To constitute a "conflict of interest" something must be involved that is direct, definite and capable of demonstration, it cannot be simply a remote possibility.



- iii. A city officer or employee shall not have an interest, direct or indirect, in any contract for work or material or the profit thereof or services to be furnished or performed (with exceptions) pursuant to Iowa Code 362.5.
 - iv. NOTE: Major exception- Contracts made by a City, upon competitive bid, publicly invited and opened; Iowa Code 362.5(4)
 - v. What constitutes a “conflict of interest” is the frequent subject of litigation and legal opinion. What constitutes a conflict of interest can only be determined by critically applying the law to the unique circumstances presented. A city official or employee presented with a potential question regarding a conflict of interest is instructed to contact the City Attorney. It is the duty of the elected official to state their conflict of interest. City council governs themselves and therefore must hold each other accountable.
- b. Gifts
- i. The State of Iowa has established laws concerning gifts to public officials, which includes elected officials, employees, persons appointed to local boards, committees and commissions (excepting purely advisory). The official definition of a “gift” is “Anything of value given by a person, doing, or seeking to do business with a public agency, within the donee’s (recipient’s) jurisdiction.”
 - ii. Iowa law bans all gifts received from a person who might benefit, except gifts of food or drink having a value of \$2.99 or less per calendar day.
 - iii. A city official or employee presented with a question regarding a potential receipt of a gift, is instructed to contact the City Attorney.
- c. Processing Council Mail
- i. The Mayor (or designee) is authorized to receive and review all mail generally addressed to the city council. All correspondence not requiring the city council’s action will be acted upon between council meetings and referred to city staff if appropriate. Action taken on these communications will later be reported to the city council.
- d. Interpretation of the Rules of Procedure
- i. The City Attorney shall be considered the final authority on any questions regarding the application or interpretation of the rules and procedures. In the absence of the City Attorney, the City Administrator shall be considered the final authority on the rules of procedure for the conduct of city council business.
- e. Preparation and Staff Approval of Ordinances, Resolutions and Contract Documents
- i. All Ordinances shall be prepared or reviewed by the City Attorney as needed. Ordinances shall be prepared for presentation to the city council only if ordered by majority vote of the city council, requested by the City Administrator, or prepared on the City Attorney’s own initiative. As time allows, the City Attorney may assist individual council members in preparation of Ordinances for future city council consideration.
 - ii. The City Attorney review as needed all Ordinances, Resolutions and contract documents to be presented the Council as to form and legality. When substantive matters of administration are involved, the City Administrator and the head of



the affected Department shall also examine the Ordinance, Resolution, or contract.

21. Amendment - Repeal

- a. These Rules may be amended, repealed, modified or temporarily suspended by a minimum for (4) votes of the Council.



Addendum "A"

CODE OF ETHICS FOR MEMBERS OF THE OELWEIN CITY COUNCIL

Preamble

The citizens and businesses of Oelwein are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. In keeping with the City of Oelwein's Commitment to Excellence, the effective functioning of democratic government therefore requires that: Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; public officials be independent, impartial and fair in their judgment and actions; public office be used for the public good, not for personal gain; and public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Oelwein City Council has adopted a Code of Ethics for members of the City Council to assure public confidence in the integrity of local government and its effective and fair operation.

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Oelwein and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Oelwein City Council.

2. Comply with the Law

Members shall comply with the laws of the nation, the State of Iowa and the City of Oelwein in the performance of their public duties. These laws include, but are not limited to: the United States and Iowa constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public.

4. Respect for Process

Members shall perform their duties in accordance with the processes and rules of order established by the City Council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

5. Conduct of Public Meetings

Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.



6. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest.

In accordance with the law, no member shall participate in the disposition of any matter in which he or she is interested. For purposes of this section "interested" includes any direct or indirect financial or personal interest held by a member or member of his/her family. Before any matter is heard, a member having an interest shall state it and withdraw from participation, or he/she may disclose the facts involved and request a determination by the Council of whether a conflict of interest exists. Any question of the existence or non-existence of a conflict of interest sufficient to disqualify a member from participating in the disposition of any matter shall be decided by a majority vote of the other members of the Council. In case of a tie, the member shall be disqualified.

7. Gifts and Favors

Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits, which might compromise their independence of judgment or action or give the appearance of being compromised.

8. Confidential Information

Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

9. Use of Public Resources

Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

10. Representation of Private Interests

In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City.

11. Advocacy

Members shall represent the official policies or positions of the City Council to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Oelwein, nor will they allow the inference that they do.



12. Policy Role of Members

Members shall respect and adhere to the mayor-council structure of Oelwein city government as outlined by the Chapter 372.4 of Iowa Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. The City Administrator/Clerk shall be directly responsible to the Council for the administration of municipal affairs as directed by that body. All departmental activity requiring the attention of the council shall be brought before the body by the Administrator/Clerk and all Council involvement in administration initiated by the Council must be coordinated through the Administrator/Clerk.

13. Independence of Boards and Commissions

Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

14. Positive Work Place Environment

Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

15. Implementation

As an expression of the standards of conduct for members expected by the City, the Oelwein Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for candidates for City Council and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Oelwein code of ethics. In addition, the Code of Ethics shall be annually reviewed by the City Council and the City Council shall update it as necessary.

16. Compliance and Enforcement

The Oelwein Code of Ethics expresses standards of ethical conduct expected for members of the Oelwein City Council. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

City Council members who intentionally and repeatedly do not follow proper ethical standards may be reprimanded or formally censured by the Council. It is the responsibility of the Council to initiate action if a Council member's behavior may warrant censure. Council members should point out to the offending Council member infractions of the Code of Ethics or Code of Conduct.

If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Mayor Pro-Tem. It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant censure.



If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

If violation of the Code of Ethics or Code of Conduct is outside of the observed behaviors by the Mayor or Council members, the alleged violation should be referred to the Mayor. The Mayor should ask the City Administrator and/or the City Attorney to investigate the allegation and report the findings to the Mayor. It is the Mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to discussing and counseling the individual on the violations or recommending censure to the full Council to consider in a public meeting.

A violation of this Code of Ethics shall not be considered a basis for challenging the validity of a Council decision.



**Model of Excellence
Oelwein City Council
MEMBER STATEMENT**

As a member of the Oelwein City Council, I agree to uphold the Code of Ethics and the Code of Conduct for elected and appointed officials adopted by the City and conduct myself by the following model of excellence. I will:

Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;

Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;

Conduct my personal and public affairs with honesty, integrity, fairness and respect for others; Respect the dignity and privacy of individuals and organizations;

Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;

Avoid and discourage conduct, which is divisive or harmful to the best interests of Oelwein; Treat all people with whom I come in contact in the way I wish to be treated;

I affirm that I have read and understood the City of Oelwein Code of Ethics and the City of Oelwein Code of Conduct.

Signature

Date

Printed Name



To: Mayor and City Council
From: Dylan Mulfinger
Subject: Patrol Wages and Benefits
Date: 11/25/2024

The City Administrator is providing the following information to the city council on the police department union. The police department split from Teamsters and wants to be their own bargaining unit. This requires a two-year hiatus from being a union and so the city is working with them through this transition. Below are several items which have been taken into consideration through this process:

1. The city will be adopting a police department officers wages and benefits plan as an appendix to the personnel manual while the officers transition over the next several months from the Teamsters to a Collective Bargaining Unit.
2. After seeing an area-wide trend of wage increases for officers due to police officer shortages, the City of Oelwein has fallen behind again. This wage/benefit deficit has equated to low applicant numbers to where the quality/fit of candidates was not the direction we wanted to go.
3. Oelwein consistently prefers to have wages and benefits that are not the best of all comparable departments, but above average. Over the past three years, officer pay has declined to below average.
4. The proposed agreement balances the need to attract and retain officers. The city is focusing on increasing the starting pay over a three-year period, while lowering the current pay step increases to help keep that balance. The starting officer pay, in year one, will increase by 10%. This does not mean that all officers are receiving a 10% increase. Most officers' increases will be in the 6% range with some less and some more, due to the pay step adjustments. We must increase the starting pay to attract quality candidates. In the simplest terms, the payroll line will increase 7%, not the 10% it looks like by increasing the starting pay.
5. Other areas of adjustment: Clarified language on the definition of "Immediate Family" to be more specific and clearer up potential unforeseen issues down the road.
6. Adjusting the overtime language to be consistent with other city departments.
7. Adjusting the vacation schedule to be consistent with other city departments.
8. Increased emergency sick leave by two shifts. Still lower than other city departments, however, with the police department being a 24/7 operation and having mandatory minimums for staffing, this slight adjustment should still allow for that.
9. Adjustment to the wording in funeral leave. Currently, the department did not receive matching funeral leave for spouse, child, stepchildren, or a parent. This will rectify that.
10. Adjusting personal days language to be consistent with other city departments.
11. Increased shift differential to \$.30 per hour. Up from \$.25 per hour. This an approximate cost of \$511 per year (total) to the city.
12. Clarified the language in the lateral transfer section to be consistent with the new vacation schedule.
13. Added language that a non-certified officer does not increase to the 1 year pay step until after they meet the one-year mark AND they complete the law enforcement academy.



Member Benefits

For Hourly Full-time Police Officers

Effective July 1, 2025 to June 30, 2028

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Preamble

THIS AGREEMENT is executed by the City of Oelwein, hereinafter called "Employer", and Current and Future Full-Time Officers of the Oelwein Police Department, hereinafter called "Officers".

Article 1

Recognition

Section 1. The Employer recognizes the need to provide clearly outlined guidelines, benefits, and wages in order to provide a professional, safe, competitive, and effect public safety service. The Employer has met with officers to discuss the terms of this agreement to provide terms that represent this desire.

Included in this agreement: All paid full-time hourly police officers of the Oelwein Police Department.

Article 2

Intent and Purpose

Section 1. The Employer, the Officers, and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Oelwein.

Section 2. The Employer, the Officers, and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties to this Agreement, and to assure the effective and efficient operation of the City of Oelwein and of the Oelwein Police Department.

Article 3

Definitions

Section 1. ACT means the Iowa Public Employment Relations act as it may be amended from time to time.

Section 2. ANNIVERSARY DATE means the anniversary of the calendar date of the employee's last date of hire.

Section 3. COUNCIL means the members of the City Council of the City.

Section 4. CITY & EMPLOYER means the City of Oelwein, Iowa.

Section 5. A REGULAR EMPLOYEE means an employee other than a temporary or part-time employee, who has completed the probationary period.

Section 6. A REGULAR EMPLOYEE means an employee other than a temporary or part-time employee, who has completed the probationary period.

Section 7. A PROBATIONARY EMPLOYEE, police patrol officers, if the employee has successfully completed training at the Iowa Law Enforcement Academy or other training facility certified by the Director of the Iowa Law Enforcement Academy before the initial appointment as a police patrol officer, the probationary period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a police patrol officer. If the employee has not successfully completed training at the Iowa Law

Enforcement Academy or another training facility certified by the Director of the Iowa Law Enforcement Academy before initial appointment as a police patrol officer, the probationary period shall commence with the date of initial employment as a police patrol officer and shall continue for a period of nine (9) months following the date of successfully completion of training at the Iowa Law Enforcement Academy or another training facility certified by the Director of the Iowa Law Enforcement Academy. A police patrol officer transferring employment from one jurisdiction to another shall be employed subject to a probationary period of nine (9) months. During the probationary period, such employees may be removed or discharged from such positions, without cause or right to grievance.

Section 9. A PART-TIME EMPLOYEE means any person employed by the Employer on a continuing part-time basis, i.e., working less than forty (40) hours per week.

Section 10. A TEMPORARY EMPLOYEE means any person employed by the Employer on a full-time or part-time basis for a particular purpose not anticipated by the Employer to extend for a period of more than four (4) months.

Section 11. Except where the context clearly indicates otherwise, the word “employee” when used in this Agreement shall be limited to mean “regular” employee.

Section 12. The word “Chief” when used hereunder includes the designated representative of the Chief of Police.

Section 13. “Adequate justification” shall mean proof of circumstances beyond the control of the employee reasonably excusing compliance with applicable terms of this Agreement.

Section 14. IMMEDIATE FAMILY: Includes spouse, children, stepchildren, or specific permanent members of the employee’s immediate household. Specific permanent members of the employee’s household shall include:

- a. **A person that the employee is in an intimate romantic relationship with and where that person has lived in the household for more than two years. As defined by the Iowa Code, an intimate romantic relationship means a significant romantic involvement that need not include sexual involvement. An intimate relationship does not include casual social relationships or associations in a business or professional capacity.**
- b. **A child of the intimate partner that lives in the employee’s household more than half of the time.**

Article 4

Reserved

Article 5

Seniority

Section 1. Seniority is defined as an employee’s length of service with the City from the employee’s most recent date of hire. The employee shall not accrue seniority, nor shall the employee lose seniority during an unpaid leave of absence. Seniority shall continue to accrue during paid leaves of absence.

Section 2. The seniority records for employees shall be maintained and posted by the Employer in January of each year and a copy thereof shall be given to the Officers and to each employee at that time. Any protest as to the correctness of the most recent list must be made in writing to the Employer within thirty (30) days of receipt of this list.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason; is discharged for cause; fails to report to work after notice of recall within the time limit set out in Article 10, Section 3, hereafter; is laid off for a period exceeding thirty-six (36) months or the employee's seniority, whichever is lesser; is absent from work for two (2) consecutive workdays without adequate justification or approval by the Employer; or fails without adequate justification to report to work on the next scheduled workday at the completion of a leave of absence or vacation.

Article 6

Procedures for Staff Reduction

Section 1. In the event the Employer determines that an employee must be laid off, the Employer shall lay off the employees so affected in the order of their seniority, retaining those employees with the most seniority.

Section 2. An employee to be laid off will be notified as soon as possible by certified mail, return receipt requested, sent to the employee's latest advised current address. An employee who is laid off shall advise the Employer of his or her current address during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff.

Section 3. An employee shall report to work within ten (10) calendar days after notice of recall is mailed, certified mail, return receipt requested, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said effective date. No employee shall be discharged for failure to report upon the effective date of recall if adequate justification is shown.

Article 7

Job Classification and Transfer Procedures

Section 1. If a policeman is requested to work in a higher rated job classification for a period exceeding twenty (20) working days, within a contract year, the employee shall receive at least the minimum hourly rate for the higher rated job classification effective on the twenty-first (21st) day that the employee so works, and shall be returned to the employee's regular rate of pay upon completion of the employee's temporary assignment.

Section 2. The Officers agrees officers may be shifted from one classification to another following Civil Service procedures, however in the event of a temporary shift from one classification to another, the Employer agrees no employee's wages or hours shall be reduced because of reclassification except as provided specifically herein. In the event of an objection by an employee as to any reclassification, such objection shall be handled as a grievance in a manner provided by this Agreement. An officer may be asked to serve in a higher classification as part of an evaluation period for promotion. This evaluation period may not exceed forty-five (45) days and will be at the employees' regular rate of pay.

Section 3. The Employer agrees that the hourly rate of no regular employee shall be reduced during the contract year, except as otherwise provided in this Agreement, nor shall such employee be reclassified because of the employee's physical or mental disability. The employee may also be returned to a lower classification if the employee is unable to perform the duties to the higher classification.

Section 4. The Chief of Police may deem it necessary to reclassify a civilian employee to another civilian job classification during times of employee shortages.

Article 8

Hours of Work

Section 1. The Employer shall establish and post the hours of work for all employees which the Employer determines will best provide the service to be rendered to the public. The hours shall not be construed as a guarantee of hours nor days, nor of work scheduled.

Section 2. It is understood and agreed that the determination of the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to extend or maintain the hours of work for any employee, and the employee shall be required to work at times as scheduled by the Employer.

Section 3. The normal work schedule for police officers consists of a forty (40) hour week with rotating days off. Shifts shall be picked by seniority according to rank. The Chief of Police shall retain the authority to reassign an employee based on performance.

Any hours worked, in addition to the normal workday shall be paid at the overtime rate unless mutually agreed upon by the Employee and Employer.

Section 4. An employee shall have one twenty (20) minute break during the first half of the working day and one twenty (20) minute break during the second half of the working day whenever possible. An employee shall have a thirty (30) minute meal break in the middle of the working shift whenever possible. The secretary shall be given 30 minutes off without pay, approximately mid-shift, for a lunch break.

Section 5. It is understood and agreed that the Employer may have to revise work schedules to adequately staff each shift and the Employer agrees to give the affected employee as much advance notice as possible of a change in the employee's schedule of hours to be worked. The Employer shall give the Officers as much advance notice as possible of any major change in work schedules.

Section 6. Employees shall have the right to trade shifts or days when it does not interfere with the operation of the Employer, subject to the approval of the Chief. Employees may trade shifts or days with the approval of the Chief when, in the Chief's opinion, it does not interfere with the operations of the Employer or lead to overtime.

Article 9

Overtime

Section 1. Overtime

- A. Overtime shall be defined as actual hours worked more than the regular scheduled work week. Earned leave utilized will not count towards hours worked. Under the current schedule, officers average 40 hours per week during an 8-week period. ~~The only earned leave that will be considered a part of the work week is vacation.~~ Overtime must be authorized or approved in advance by the Employer.
- B. Compensation shall not be paid twice for the same hours, nor shall there be any pyramiding of overtime.
- C. Employees shall be required to work such overtime as the Employer requires. Overtime shall not be used as a disciplinary tool, either to punish employees or to reward employees.
- D. The Employer will utilize an electronic time-tracking system, visible to employees, to display overtime hours worked. The opportunity for overtime hours shall be divided among the employees in accordance with the following:
1. Overtime shall be made available to the employees based on seniority within a particular job classification. For the purposes of this Section, seniority shall be based on the number of overtime hours worked, with the employee having the greatest number of overtime hours worked being deemed to have the least amount of seniority. The amount of overtime worked by each employee shall be noted on the overtime list. The employee with the most seniority, i.e. the least amount of overtime worked, shall be first offered the overtime and the offer thereafter shall be made in order of declining seniority.
 2. If staff do not respond affirmatively to a request for them to work overtime the following may then take effect:

The Chief, or his designated ranking officer, shall appoint an officer from the present shift to continue working the first one half (1/2) of the open shift. He shall also appoint an officer to report to work the second one half (1/2) of the open shift prior to his regular scheduled shift. Officers shall alternate being called in for overtime if the officer calling in sick shall be gone for more than one (1) day.
 3. When an employee is required to work greater than fifteen (15) consecutive hours, the individual will be given at least eight (8) hours off before being required to report to work, except in the case of an emergency.
- E. Overtime may be paid either in salary, or with the approval of the Chief, in compensatory time off. An employee shall not accumulate more than forty (40) hours of compensatory time. It is the policy of the Employer to require that compensatory time be used as soon as reasonably possible after it is earned. Accumulated compensatory time will be paid out during the last pay period of December and last pay period of June. A maximum of twenty (20) hours for police officer of accumulated compensatory time may be carried over beyond December 31. In no event shall any accumulated compensatory time be carried over to the next contract year. Any compensatory time not carried over shall be paid on the employee's last pay period in June.

Section 2. Call-Back Time

- A. An employee, including a probationary employee, who is called back to work by the Employer shall be paid a minimum of two (2) hours' pay at the overtime rate, unless such call-back is two (2) hours or less prior to the employee's regular shift. The minimum does not apply when an employee is ordered to work beyond the employee's shift. If the employee is scheduled to attend Department training or meetings the employee will be paid time and one-half for all time spent.

Section 3. Court Time

- A. An employee, including a probationary employee, required to appear for Court outside of Oelwein during off duty hours, shall be paid for actual time spent with a minimum of two (2) hours pay at the overtime rate, unless the Court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event the employee is paid for the actual time spent. The employee shall also receive mileage. If required to appear for court within Oelwein the minimum is one (1) hour of overtime pay. A copy of the employee's claim with the Clerk of Court for appearance and mileage shall be filed with the Employer, and any sums paid by the Clerk of Court will reduce the Employer's obligation to the extent of payment received.
- B. Court time is payable whenever the employee is required to appear as a witness before any Court of administrative agency to present information gained in proximate connection with the employee's employment with the Employer.

Section 4. Compensatory Time

- A. A. If the employee elects to take overtime by using compensatory time off, and if the Chief approves, the employee shall notify the Employer thereof prior to the time when the payroll for period when overtime was earned is prepared. The Employer shall keep a record of all compensatory time which an employee has earned, and has used, and the employee may request to see such record at any reasonable time.
- B. B. Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have been paid. For example, if an employee is entitled to an hour of pay at the regular straight time rate, the employee will be credited with one (1) hour of compensatory time. If an employee is entitled to an hour of pay at the overtime rate, the employee will be credited with one and one-half (1 ½) hours of compensatory time.
- C. Compensatory time off will be granted at the time selected by the employee, so long as it does not conflict with the operation of the Employer. Compensatory time may be added to vacation time to extend vacation time, but only in the manner provided for in the scheduling of vacations.

Article 10

Holidays

Section 1. The following days are designated Holidays, to wit:

New Year’s Day	January 1
Washington’s Birthday	February 22
Easter	As observed
Memorial Day	As Observed
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	As Observed
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Christmas	December 25

Shall any questions arise these Holidays are to be paid for the dates as observed by the Federal government.

Section 2. The holiday for employees shall begin at the start of what is classified as the first shift on the day of the holiday and end twenty-four (24) hours later.

Section 3. To be eligible for receiving holiday pay an employee must have been in the employ of the Employer for not less than thirty (30) calendar days, and unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

Section 4. An eligible employee who works on any of the holidays listed above during the holiday hours, as listed above, shall receive two (2) times the current hourly straight time rate of pay, for any hours worked.

Section 5. If a holiday occurs during an employee’s vacation, the employee will receive their straight time rate of pay counted as vacation.

Article 11

Vacations

Section 1. Subject to and in accordance with the provisions of this Article, paid vacation shall be earned by employees according to seniority pursuant to the following schedule:

After 1 year	40 Hours Vacation
After 2 years	80 Hours Vacation
After 5 years	120 Hours Vacation
After 10 years	160 Hours Vacation
After 15 years	200 Hours Vacation

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be according to the individual employee's anniversary date. Accordingly:

- A. All vacations earned must be taken by the employee prior to the employee's next anniversary date, except that the Chief may allow an employee to carry over one (1) or more days because of extenuating circumstances, such as, but not limited to illness.
- B. No employee shall be entitled to vacation pay in lieu of vacation, except as set out below.
- C. An employee who terminates employment, voluntarily or involuntarily, shall receive any vacation earned, for the year or years prior to the employee's last anniversary date and not previously taken. An employee who voluntarily terminates employment, for other employment, must provide a minimum of 14 days' notice. During this time, to be eligible to receive any vacation which would have been accrued during the employee's current anniversary year, the employee may not use any type of earned leave. Meaning, the employee must report for duty, as assigned, during the first 14 days from their received written notice of separation of employment. An employee who voluntarily terminates employment, for the purpose of retiring from service, must provide a minimum of 30 days' notice. During this time, to be eligible to receive any vacation which would have been accrued during the employee's current anniversary year, the employee may not use any type of earned leave. Meaning, the employee must report for duty, as assigned, during the first 30 days from their received written notice of separation of employment.
- D. Vacation time may be taken in increments of one (1) day or more.

Section 3. An employee shall set the employee's vacation day by December 1st of the previous calendar year when the vacation is to be taken. The initial selection shall be based on an employee's seniority. Vacation dates may be changed after November 1st, but only if the new date does not conflict with another employee's selected vacation dates. Employees who bid on vacation prior to December 1st will be advised of approval or denial by January 1st.

Section 4. So far as possible, each vacation will be granted at the time selected by the employee if it does not conflict with the operation of the Employer.

Section 5. Vacations may be cancelled by the City in cases of natural disaster, or lack of personnel to efficiently operate the department.

Article 12

Leaves of Absence

Section 1. Sick Leave

- A. The City provides sick leave as a form of insurance. It is based upon length of service and is subject to the following provisions.
- B. Sick leave may be used for personal illness or injury rendering the employee unable to perform his or her usual occupational duties, subject to the provisions set out hereinafter.
- C. An employee may use up to four (4) shifts sick leave per contract year for an emergency illness in the employee's immediate family, if prior notice to the Chief is given.

- D. An employee shall earn twelve (12) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of 1,040 hours. Sick leave accumulated prior to the effective date of this contract will be credited toward the maximum accumulation.
- E. After two (2) shifts absence using sick leave, the Employer reserves the right to require a physician's signature when the employee returns to work.
- F. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the employee's workday. This notice shall be waived if there was adequate justification for the employee's failure to notify the Employer. If the employee fails to notify the employer at least 60 minutes prior to the start of their shift, without adequate justification, sick leave will be deducted at 1 ½ times their scheduled hours of work.
- G. An employee who uses no sick leave January 1 through June 30, and/or from July 1 through December 31 shall be granted one (1) additional 8- or 10-hour day off as prescribed by the schedule the employee is presently working in the following six (6) months. In the event the department follows the 1990-1992 schedule the time off shall be eight (8) hours.
- H. Sick leave may be used to the extent it is available as follows: In any period for which an employee is receiving worker compensation benefits, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as net pay for the same period under this contract, if the employee had been working a regular schedule. During the statutory waiting period an employee, including a probationary employee, shall receive sick leave to the extent it is available. Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave. Any compensation paid to an employee because of temporary disability in the line of duty shall not reduce the employee's accumulated sick leave.
- I. Sick leave benefits will be paid at the employee's regular straight time rate within the employee's regular job classification.
- J. A holiday for which an employee is entitled to holiday pay shall be paid as a day of sick leave.
- K. An employee who becomes ill while on duty and is unable to continue the tour of duty for that day shall be credited with the number of hours worked and shall be charged for the hours of sick leave taken.
- L. An employee may use vacation time after all accumulated sick time is used. After all time is used, the employee shall be placed on light duty, if possible, until able to return to regular work.
- M. Sick leave will accumulate during the probationary period, but the new employee shall not receive sick pay until the completion of 90 days of employment.
- N. When an employee is terminated from employment or self terminates his/her employment from the City of Oelwein, there shall be no use of sick days for the last 30 days of employment, with exception. Exceptions would include serious illness, personal injury, not job related or hospitalization. The Chief of Police may determine and have discretion to allow or disallow any other sick time off with or without pay.

Section 2. Funeral Leave

- A. An employee will be granted up to five (5) shifts funeral leave, with the approval of the Chief, to arrange and attend the funeral of the employee's spouse, children, stepchildren, parent, or stepparent. An employee will be granted up to three (3) shifts funeral leave, with the approval of the Chief, to arrange and attend the funeral of the employee's children's spouse, mother-in-law,

father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren or permanent member of the immediate household. Any such leave shall be for scheduled workdays for that employee only, which fall within the period commencing with the death and extending through the day of the funeral.

- B. The above leave with pay is intended to cover travel but in special cases involving unusual travel the Employer agrees to grant additional leave without pay for not to exceed two (2) shifts.
- C. An employee is allowed to use one (1) 8- or 10-hour day as prescribed by the schedule the employee is presently working of sick leave to act as a pallbearer.

Section 3. Leave of Absence Without Pay

- A. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been requested by the employee, recommended by the Chief and approved in writing by the Employer. The employee will be given a copy of the authorization. No leave of absence is granted as a matter of right.
- B. Upon termination of any such leave of absence the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick, vacation or other leave.
- C. In the event an employee fails to return to work at the end of any such leave, without adequate justification, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave.
- D. During a leave of absence without pay the employee;
 - a. Must pay group hospital premiums falling due during any month the employee is not on the payroll.
 - b. Must pay premiums for coverage under any group life insurance plan; and
 - c. Shall not receive any other job benefits during the period of absence.

The Employer may make exceptions to any of the above conditions (A-C) for leaves not exceeding six (6) working days.

- E. If the leave of absence is medically related, such as but not limited to pregnancy, the employee must give the Employer a written statement from the employee's doctor verifying that the employee is unable to work, and stating when the employee may return to work. The City and Officers will comply with the provisions of the Family and Medical Leave Act of 1993.

Section 4. Jury Duty

- A. Any full-time employee selected for jury duty shall receive a paid leave of absence for the time spent on such duty. Said employee shall receive the regular straight time pay and shall turn over to the Employer the pay earned from such jury service, but the employee shall be allowed to keep any allowance for mileage.
- B. An employee who is summoned for jury duty but is not selected, or any employee who is released from jury duty within an hour or more remaining on the employee's shift shall return to work immediately.
- C. An employee who is called for jury duty shall promptly notify the Chief.

Section 5. Voting Leave

Any employee required to work for all the hours during which the polls are open on an election day shall be given sufficient time off to vote.

Section 6. Personal Days

Employees working the four, 10-hour days per week schedule will be granted 40 hours personal leave with pay each year. Employees not working the 4x10 schedule will be granted 32 hours personal leave with pay each year. Personal leave is subject to prior approval of the Chief. No personal days may be taken during the first 90 days of employment.

Personal days off will be granted so far as possible at the time selected by the employee if it does not conflict with the operation of the employer. Following ninety (90) days of employment no more than one day per quarter may be taken during the first year of employment.

An employee, with authorization from the Chief of Police, may hold over one (1) personal day. The employee must provide the request for holding this day over, in writing, to the Chief of Police no less than 30 days prior to its expiration. If approved, the authorized day must be used by July 30th of that year.

Article 13

Grievance Procedures

Section 1. Definition – General Rules:

A. The word “Grievance” wherever used in this Agreement shall mean any difference between the Employer and the Officers regarding the interpretation, application, or violation of any of the express terms and provisions of this Agreement.

B. If a grievance is not presented or appealed within the time limitations as hereafter provided, the grievance shall have no further validity or effect and will be abandoned.

C. For any employee covered by civil service the grievance procedures set forth in this Article shall not be available for determination of removal, suspension or demotion.

Section 2. Procedures

A grievance that may arise shall be processed and settled in the following manner:

A. Step 1 – The grievance shall be discussed informally between the employee and the Officers and the employee’s immediate supervisor within five (5) calendar days after the occurrence of the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his oral answer to the aggrieved employee and the Officers within five (5) calendar days after such discussion. The failure of the supervisor to reply within said five (5) calendar days period shall be deemed a denial of the grievance.

B. Step 2 – If such a grievance is not settled in Step 1, the aggrieved employee or Officers may appeal. The employee shall within five (5) calendar days following the completion of Step 1 present the grievance in writing to the Chief. The grievance shall contain a statement from the employee or Officers specifying what relief or remedy is desired. The Chief shall investigate the grievance and issue a decision in writing thereon within a period of five (5) calendar days. The failure of the Chief to issue a written decision within said five (5) calendar days shall be deemed a denial of the grievance.

C. Step 3 – If such grievance is not settled in Step 2, the aggrieved employee or Officers may appeal. The employee or Officers shall within five (5) calendar days following completion of Step 2, present the grievance in writing to the City Administrator together with a copy of the grievance filed with the Chief. The City Administrator shall issue a written decision within a period of five (5) calendar days. Failure to do so shall be deemed a denial of the grievance.

D. Step 4 – If the grievance is not settled in Step 3, the aggrieved employee or Officers may appeal to arbitration. The employee or Officers shall request arbitration by written notice to the City Council within five (5) calendar days after the completion of Step 3. The written notice shall be signed by the employee or Officers and shall specify the relief or remedy desired and the section of this Agreement which is to be interpreted or considered by the arbitrator.

When a timely request has been made for arbitration, a representative of the Employer and a representative of the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the Employer's receipt of the arbitration notice, the Officers may request the Public Employment Relations Board to submit a panel of five (5) arbitrators. When the panel is received, the parties shall determine by lot the order of elimination and thereafter shall alternately strike a name from the list, and the person remaining shall act as arbitrator.

The arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties' desire to present, shall render a written opinion. In no case should any award included in the opinion be retroactive beyond the date on which the event occurred which gave rise to the grievance. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved expressly to the Employer by law or by the terms of this Agreement. A decision of the arbitrator within the scope of his/her authority shall be final and binding upon both the parties.

The Employer and the employee or Officers will share equally any joint cost of the arbitration procedure, such as fees and expenses of the arbitration and other incidental and necessary expenses involved. Any other expenses shall be paid by the party incurring them.

The arbitrator shall not have the power or authority to accept or decide any grievance determining the removal, suspension or demotion of a civil service employee.

Section 3. Representation

Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Officers if the employee chooses; or the Officers may proceed on its own.

Article 14

Insurance

Section 1. Hospital and Medical

A. The Employer shall make available for each employee a health and medical insurance policy or policies whose benefits are comparable to, but not necessarily identical to the policy presently in existence.

The drug card co-pay is not included in deductibles nor out of pocket expenses funded through a third-party insurer.

B. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Officers. However, the final decision as to the carrier shall be made by the Employer and shall not be grievable. In the event the carrier or the policy is changed, the Employer agrees that there shall be no lapse in coverage between the policies.

C. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy. If the carrier or the policy is changed, the employer agrees that there shall be no lapse in coverage for current employees.

D. An employee, including a probationary employee, may elect to cover the employee’s family members in accordance with and to the extent provided under the terms of the policy.

Section 2. Life Insurance

Effective January 1, 2018, the Employer shall maintain a group term life insurance policy for each employee, in the amount of \$25,000.00 for each employee.

A. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of this policy. If the carrier or the policy is changed, the Employer agrees that there shall be no lapse in coverage for current employees.

B. The City shall pay a sum equal to the employee’s base salary for the preceding contract year to the employee’s designated beneficiary, if the employee is killed in the line of duty. The City shall be subrogated to the extent of any payments made hereunder or any other party or parties who caused the death of the decedent to the heirs or representative of the decedent.

Section 3. Payment of Premiums

A.

Single Monthly	Family Monthly
89.25	163.25

It is agreed the employee’s contribution will be \$89.25 per month for single coverage and \$163.25 per month for family coverage from July 1, 2018, to June 30, 2019. For each subsequent contract year, the City and the Employee will cost share, should the premium increase from the previous fiscal year. The Employee’s monthly contribution rate, based on the coverage that they receive (single/family) will increase by a percentage that is 50% of any increase to the rate that the City receives. For clarification, if

the annual City insurance premium increases 8%, the employee's monthly contribution rate will increase 4%, ie. If the family rate is \$163.25 per month, the new rate will increase by 4% to \$169.78.

If the City is notified by their insurance provider that their annual rate will increase by more than 10% both parties agree to re-open the contract to negotiate a contribution rate.

Section 4 - Vision and Dental Insurance:

Vision and dental insurance will be made available to the regular employees through a carrier or carriers of the Employer's sole choosing. Employees will pay 100 percent of the premiums and any administrative charges that are assessed to the Employer by the chosen carrier(s).

Article 15

Health and Safety – Vehicles, Uniforms and Equipment

Section 1. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section 2. The Officers and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 3. All motor vehicles and other equipment furnished by the Employer shall be maintained by the Employer in good working condition and in accordance with reasonable safety standards.

Section 4. Any employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle, to the Employer, and any employee using other equipment furnished by the Employer shall immediately report any defect therein to the Employer. No employee shall be required to operate any vehicle, appliance or tool that is not in safe operating condition or is not equipped with the safety devices prescribed by applicable law.

Section 5. The Employer shall furnish to the employee any item needed in the line of duty, such as uniforms and related equipment, such as shirts, pants, footwear as approved by the Chief of police, ties, coats, gloves, rainwear, leather gear, collar bars, name bars and all related items. The Employer shall determine whether an employee needs any of these items. The Employers expenditure per contract year for any one officer shall be limited to \$450.00. The following items are excluded from that total but will be provided by the employer: body armor, hats, equipment for a new hire employee, and equipment damaged or destroyed in the line of duty.

Section 6. The Employer shall pay that portion of cost attributable to the safety aspect of prescription safety glasses.

Section 7. The Employer agrees to reimburse the employee for damages to the employee's personal property incurred in the line of duty. This section, however, is limited to the employee's personal property required to be carried or worn on duty such as, but not limited to, glasses or a watch. It does not include jewelry or other items which the employee may wish to wear but is not required to do so. Watch damage will not exceed thirty-five dollars (\$35.00). The employee shall be reimbursed after the employee notifies the Chief in writing of the time, place and circumstances of the damage and presents a receipt showing the amount of damages.

Section 8. The City of Oelwein and the Oelwein Police Department may conduct a physical fitness examination twice annually. Participation by all police officers shall be mandatory. The examination shall be set forth in the department policy manual.

On each regularly scheduled test date when an officer successfully passes with a score of good, for each of the required fitness tests (cardiorespiratory endurance (run), muscular endurance and flexibility, he/she will be rewarded by receiving an equal number of hours for 1/2 of their shift hours (4 or 5 depending on schedule worked) of straight time, compensatory time. When an officer successfully passes with a score of excellent, that officer will receive an equal number of hours for a full work shift (8 or 10 hours) of straight time, compensatory time. This reward will only be given if the officer passes each of the tests listed above on the regularly scheduled test dates. For purposes of defining the score standards, a score of good will be classified as someone receiving a score of 10% or higher than the minimum passing score. A score of excellent will be classified as someone receiving a score of 25% or higher than the minimum passing score. The minimum passing score standards will be set by the ILEA for initial hiring standards.

Officers who obtain a less than average classification shall be disciplined by the Chief of Police.

Section 9. The Employer will provide a single, couple or family membership, as appropriate, to the City operated Wellness Center; as long as the Employee actively participates on average of a weekly basis.

ARTICLE 16

Wages

Section 1. The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

Section 3. All employees shall be paid every two weeks on Fridays.

Article 17

Shift Differential

Section 1. An Officer shall be entitled to receive shift differential compensation of thirty cents (\$0.30) per hour for duty performed between the hours of 6:00 P.M. and 8:00 A.M.

Section 2. Compensation due to an employee shall first be determined without reference to the shift differential, irrespective of whether these amounts due are due to regular duty time or overtime. Thereafter, an additional amount per hour worked shall be added, as indicated, for hours worked during the shifts as provided above.

Article 18

Miscellaneous

Section 1. Personnel records shall be maintained by the office of the City Administrator for each employee. A report of the employee's sick leave and vacation standing shall be made to them two (2) times a year. All step increases shall be based on seniority and raises shall be recorded as to their effective date with the hourly rate calculated and recorded in the employee's personnel file.

Section 2. Any employee who separates from service during the term hereof, shall be paid all accrued cash benefits provided for in this Agreement, including salary, overtime, holiday pay, shift differential, including unused personal days and unused earned vacation at the time of separation. Payment by the Employer of the amounts due to the employee shall be conditioned upon the employee's return of all property in his possession, and the Employer shall make deductions for any obligations owed by the employee to the Employer.

Article 19

General Conditions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and the reference of any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable, and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining, and that the understandings and agreements reached are set forth in this Agreement. Therefore, the City and the Officers for the life of this Agreement each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement, or with respect any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4. Any agreement between the Employer and the Officers to amend or modify any term or provision of this Agreement shall be in writing, shall be ratified in the same manner as this Agreement, and shall not become effective until ratified by each.

Section 5. The Employer shall not enter into an agreement with any individual employee which conflicts with the terms and provisions of this Agreement.

Section 6. In the event that any date for which any action must be taken, or notice must be given falls on a Saturday, Sunday, or legal holiday, said date shall be deemed to be the next following day, which is

neither a Saturday, Sunday or legal holiday. For any date so determined the time within which to take the prescribed action shall be deemed to exist for the entire date of that date.

Section 7. Written Notices

A. All written notices required to be given by this Agreement shall be completed by presentation of the notice to the person designated by this agreement to be the person who must receive such notice, and if such person is not available such notice shall be presented to the superior of such person. Service to the City Council shall be accomplished by presentation of notice to the City Clerk.

B. Any person receiving written notice as set out above shall acknowledge receipt with his or her signature, shall indicate there on the date of receipt, and shall return to the person conveying the notice a copy of the written notice so signed and dated.

Section 8. The City of Oelwein may test any member(s) of the Oelwein Police Department, sworn and civilian, to determine the concentration of drugs or alcohol in their body. The testing would be done at the City of Oelwein expense. The City of Oelwein shall not request random drug or alcohol testing more than once per quarter.

Article 20

Effective Period

Section 1. This Agreement shall be effective July 1, 2025, thru June 30, 2028.

This Agreement shall be in full force and effect from July 1, 2025, to June 30, 2028, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify is served by either party by September 10th of the year in which the agreement begins.

Appendix A
Wage Schedule 7/1/2025 TO 6/30/2028

2025-2026

Police Department			Service Steps									
Officer			FY26 - Start	1 Year	2 Years	4 Years	7 Years	10 Years	15 Years	20 Years	25 Years	30 Years
	Non-Resident	Hourly	\$29.76	\$33.33	\$34.00	\$34.51	\$35.03	\$35.56	\$36.09	\$36.45	\$36.81	\$37.18
	Resident	Hourly	\$30.65	\$34.33	\$35.02	\$35.55	\$36.08	\$36.62	\$37.17	\$37.54	\$37.92	\$38.30
Police Part-Time Certified		Hourly	1 Year Officer									
Police Part-Time Non-Certified		Hourly	\$22.99-\$28.78									

2026-2027

Police Department			Service Steps									
Officer			FY26 - Start	1 Year	2 Years	4 Years	7 Years	10 Years	15 Years	20 Years	25 Years	30 Years
	Non-Resident	Hourly	\$31.52	\$35.30	\$36.01	\$36.55	\$37.10	\$37.66	\$38.22	\$38.60	\$38.99	\$39.38
	Resident	Hourly	\$32.49	\$36.39	\$37.12	\$37.68	\$38.25	\$38.82	\$39.40	\$39.79	\$40.19	\$40.59
Police Part-Time Certified		Hourly	1 Year Officer									
Police Part-Time Non-Certified		Hourly	\$24.13-\$30.22									

2027-2028

Police Department			Service Steps									
Officer			FY26 - Start	1 Year	2 Years	4 Years	7 Years	10 Years	15 Years	20 Years	25 Years	30 Years
	Non-Resident	Hourly	\$32.78	\$36.71	\$37.44	\$38.00	\$38.57	\$39.15	\$39.74	\$40.14	\$40.54	\$40.95
	Resident	Hourly	\$33.79	\$37.84	\$38.60	\$39.18	\$39.77	\$40.37	\$40.98	\$41.39	\$41.80	\$42.22
Police Part-Time Certified		Hourly	1 Year Officer									
Police Part-Time Non-Certified		Hourly	\$25.10-\$31.43									

Appendix A
Wage Schedule 7/1/2025 TO 6/30/2028
Continued...

- NR = Non-resident pay scale. An officer that lives in the city limits will receive a wage that is equal to approximately 3% higher than the non-resident officer.
- Iowa certified peace officers with two or more years' experience are eligible for a signing bonus. The candidate will receive \$3,000 upon successful completion of probation and an additional \$3,000 upon completion of four years of service with the Oelwein Police Department. The candidate will enter into an agreement to remain employed with the Oelwein Police Department for two years after each payment is made, or the candidate will fully reimburse the City of Oelwein.
- Lateral Move: An Iowa certified law enforcement officer from another agency can be hired by the Oelwein Police Department with step pay consistent with the total number of years of service that the candidate has earned as a certified peace officer in Iowa. Additionally, an employee hired as a lateral move will be hired with the vacation step consistent with the total number of years of service that the candidate has earned as a certified peace officer in Iowa; up to the five-year step. Subsequent vacation steps will be earned with a credit of five years of service. I.e., Ten-year step is earned after five years of service to the Oelwein Police Department.
- Lateral Move (out-of-state): A certified law enforcement officer hired after January 1, 2022, that is eligible for "certification through examination" in Iowa, can be hired with the step pay consistent with one step lower than the candidate has earned as a certified peace officer in another eligible state. The candidate will begin at the appropriate pay step upon successful completion of the "certification through examination". Additionally, a candidate hired as an out-of-state lateral move, will start at the two-year vacation step.
- A candidate hired as a non-certified officer will achieve the one-year pay step upon completion of the Iowa Law Enforcement Academy or at their one-year employment anniversary, whichever comes last.

Department Contract Information 09/2024

DEPARTMENT Contract Information 2024-2025	CONTACT INFORMATION	NON-CERTIFIED STARTING PAY	CERTIFIED STARTING PAY	PAY STEP OFFERED	STEP AND RATE #1	STEP AND RATE FINAL	SIGN ON BONUS AND AMOUNT	RES. INCENTIVE	LATERAL CANDIDATES PAY AND STEPS	HEALTH INSURANCE RATES- SINGLE/FAMILY	OTHER INSURANCE	CFS/YEAR	DEPARTMENT SIZE	POPULATION	ADDITIONAL NOTES
Oelwein Police	Chief Jeremy Logan 319-283-4311	\$27.86	\$30.65	1,2,4,7,10,15,20,25, & 30	1 year \$30.65	30 years \$36.23	\$3,000/probation \$3,000 after 4 years	3% pay increase Take home car 15 minutes	# of years certified	Single/\$101.84 Family/\$179.16	Life - \$25,000	8,710	11	5,920	
Charles City Police	Chief Hugh Anderson (641) 257-6303	\$29.24	Dependent on years of service.	1,2,3,4,6,8,10	1 year/\$30.41	End of contract in 2026, 10 year- \$41.41	\$5,000 certified sign on bonus. Lateral transfer comes in at that year on scale.	\$2000 annual stipend for residing in city limits.	# of years certified.	Single/\$141 Family/\$330	Life- \$30,000. Voluntary dental and/or vision	Just over 9,000	14	7,600	They county took our dispatch center and we have had issues ever since. Number to CCPD is 641-257-6303. Never got a message.Thanks
Dewitt Police	David Porter (563) 659-3145	start at civilian employee rates until certified	\$31.64	Every 4 years	4 YEARS \$33.56	20 YEARS \$39.78	No	50 mile radius with a take-home car if in city limits	Base pay rate for matching years of experience	employee pays %10 of rate	\$20,000/life eye and dental pd by employee	5,974 (2023)	10	5,531	maternity/paternity leave as fmla for 12 weeks
Esterville Police	Brent Shatto (712) 362-3515	\$28.42/hr. \$59120.88	\$30.71/hr. \$63882	3 years and 7 years	3 years \$32.94/hr. \$68,512.00	7 years \$34.18/hr. \$71,089.00	No	Within 5 mile radius - No incentive pay	At chief's discretion up to the 7 year step	Single - \$180 Family - \$375 per month	\$25,000.00 Life dental and eyecare optional - paid by employee	6400	13	5,800	NO MATERNITY OR PATERNITY LEAVE/MALES GET 3 DAYS SICK LEAVE
Independence Police	Chief Dave Niedert (319) 334-2520	90% base pay until certified	\$33.88	every 4 years	4 years/increase of \$41.00 per month	36 years/increase of \$130 per month	\$5000 minus any contract buy out	None	Lateral at certified rates	Single - \$35 Family - \$135 Per pay period	Life - 1 year salary Dental and eyecare optional - paid by employee	6,000	13	6,000	IMMEDIATE VACATION GRANTED AFTER FTO/40 HOURS IMMEDIATE COMP TIME GRANTED/40 HOURS 10% SICK LEAVE PAID OUT UPON RETIREMENT AGE NO MATERNITY AND PATERNITY LEAVE/SICK TIME USED
Iowa Falls Police	Chief Josh Nelson (641) 648-6464	\$28.46	\$30.95	Currently negotiating steps			No			Single \$17.50 Family \$35				5,106	
Manchester Police	Chief Ben Davis (563) 927-3355	\$32.01	\$32.44	BY 1 YEAR	1 year \$32.88	5 year \$35.02	No	None	Lateral at certified rates	15% of rate	Life provided.dental optional/eye provided		10	5,179	Sgt gets additional .70/hour/command must live within 10 miles of city limits PATERNITY LEAVE 3 DAYS/MATERNITY LEAVE 14 DAYS THEN FMLA/CURRENTLY WORKING TO IMPLEMENT A RECRUITMENT AND RETENTION PROGRAM- EMAILED FULL PROPOSAL
Maquoketa Police	Brendan Zeimet (563) 652-2468 Officer Mike Owens	\$28.86 \$60,092	\$35.15 \$73,106	Yearly up to 5 years - then \$10/month per years of service added	1 year \$29.80 \$62,195.76	5 years \$35.15 \$73,106.68	No	None	At listed rates after FTO	Employee pays 20% of rate	Life - 1 year salary		11	6,128	CITY PAYS \$1 PER CREDIT HOUR/MONTH OF SUCCESSFULLY COMPLETED COLLEGE COURSES UP TO 60 CREDIT HOURS AND 1.25% SHIFT DIFFERENTIAL FOR 3RD SHIFT/IN THE PROCESS OF NEGOTIATIONS AT THIS TIME-EMAILED FULL CONTRACT
Osceola Police	Marty Duffus (641) 342-2121	\$27.42/hour		yearly to 10 years/up to \$33.15		10 years \$33.15	No	within 45 minutes	At listed rates after FTO	single provided/family \$241.28 monthly/also offer both spouse and only children	\$25,000.00	6500	11	5,568	no short term disability offered/eye and dental optional/currently advocating for retention bonuses instead of sign on bonuses
										Single - \$85.06 Family - \$238.41 Per pay period		7,097	11.6	5,870	
		\$32.91	\$31.61	Four Year Average	\$33.12	Ten Year Average	\$35.12								

Oelwein's starting pay for a non-certified officer is \$5.05 (18%) less than the average.

Oelwein's starting pay for a four-year officer is \$0.02 higher than the average.

Oelwein's starting pay for a four-year officer is \$0.64 (2%) less than the average.

Oelwein tops out at \$36.24/hr. at 30 years. Four departments are close to the Oelwein top pay after 5 and 10 years of service.