Muscatine	Teamsters #238 (Mixed)	7/1/2006	6/30/2008

MUSCATINE / TEAMSTERS #238 (MIXED) 06-08

AGREEMENT

BETWEEN

THE CITY OF MUSCATINE

AND

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238,
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

COVERING BLUE/WHITE COLLAR BARGAINING UNIT

JULY 1, 2006

to

JUNE 30, 2008

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PREAMBLE

THIS AGREEMENT is executed by the City of Muscatine, Iowa, herein after called "Employer" and Chauffeurs, Teamsters and Helpers, Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union."

ARTICLE 1

RECOGNITION

Section A. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the City of Muscatine in the following classifications, to wit:

INCLUDED: Compost Site Attendant, Transit Service Person, Parking Meter Attendant, Animal Control Officer, Clerk, Transit Driver, Transit Dispatcher, Transit Dispatch Coordinator, Custodian, Lab Technician I, Maintenance Worker I, Equipment Operator I, Maintenance Worker II, Lift Station Operator, Equipment Operator II, Treatment Plant Operator I, Refuse Truck Driver I, Cemetery Caretaker, Groundskeeper, Equipment Operator III, Maintenance Repairperson, Athletic Facilities Technician, Treatment Plant Mechanic I, Treatment Plant Operator II, Solids Handling Leadworker, Landscape Gardner, Lift Station Leadworker, Vehicular Mechanic II, Treatment Plant Operator III, Treatment Plant Mechanic II, and Inspector I.

EXCLUDED: All other employees of the City of Muscatine as previously stated in the Public Employment Relations Board Determinations and Orders of Certification and all other persons excluded by Section 4 of the Act.

ARTICLE 2

INTENT AND PURPOSE

Section A. The Employer, the Union, 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 Muscatine.

Section B. The Employer, the Union, and the employees, further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this agreement, and to assure the effective and efficient operation of the City of Muscatine.

ARTICLE 3

DEFINITIONS

Section A. A probationary employee is one who has not completed six (6) months of continuous service with the Employer. During the probationary period, such employee may be discharged by the Employer with notice in writing stating the reasons for dismissal.

Section B. A regular employee is an employee who has completed the probationary period, and normally works 2,080 hours per year.

Section C. Except where the context clearly indicates otherwise the word "employee" when used in this agreement, shall be limited to mean "regular" employee.

Section D. Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section E. Workday shall mean the scheduled workday of the employee involved.

ARTICLE 4
MANAGEMENT RIGHTS

Section A. In addition to all powers, duties and rights of the Employer established by the constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties, and rights which belong solely and exclusively to the Employer:

1. The right to manage the Employer's operations and to direct the working force;
2. The right to hire employees;
3. The right to maintain order and efficiency;
4. The right to extend, maintain, curtail, or terminate operations of the Employer, to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
5. The right to assign work;
6. The right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
7. The right to create, modify and terminate departments, job classifications, and job duties;
8. The right to transfer, promote, and demote employees;
9. The right to discipline, suspend and discharge employees for proper cause;
10. The right to lay-off;
11. The right to determine the number and the starting time of shifts, the number of hours and days in a work week and the hours of work;

12. The right to determine the number of persons to be employed by the Employer at any time;

13. The right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights, will not be used for the purpose of discriminating against any employee because of the employee's membership or non-membership in the Union.

Section B. The list of management rights set forth in Section A is not exclusive and it is understood that except as specifically and expressly modified by this Agreement, all of the rights, powers and authority and prerogatives which the Employer had prior to this Agreement are retained by it and reserved to it and shall remain within its exclusive control.

ARTICLE 5
WORK STOPPAGE

Section A. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section B. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including refusal to cross any picket line, where property or personal safety are endangered or any other action which interprets or interferes with the operation of the Employer.

Section C. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, where property or personal safety are endangered or any other action which interrupts or interferes with the operations of the Employer.

Section D. In the event of a violation of the Act or a violation of Section C of this Article, the Union agrees that it will take immediate, affirmative steps with the employees involved, including but not limited to sending out public announcements, letters, bulletins, telegrams, and to holding employee meetings, to bring about an immediate resumption of normal work.

Section E. In the event of a violation of the Act or a violation of Section C of this Article, any and all legal censures provided by the Act shall be applicable. The provisions for enforcement of the Act are detailed in Chapter 20, Code of Iowa.

ARTICLE 6
CHECK-OFF

Section A. The Employer agrees to deduct Union membership fees, dues and assessments once each month from the pay of those employees who individually authorize in writing that deductions be made. Authorizations delivered to the Employer ten (10) days or more prior to the end of a calendar month, shall become effective the following month. The Union agrees to send a written statement to the Employer at least ten (10) days prior to the end of a calendar month sending out an itemized accounting of the amount that shall be deducted from each employee's paycheck.

Section B. Check-off monies will be deducted from the first paycheck of each month, and shall be remitted together with an itemized statement to the office of the Union in the month in which the deductions have been made.

Section C. The Employer will discontinue to deduct dues, fees and assessments beginning immediately after the employee is no longer a part of a bargaining unit. An employee may voluntarily cancel or revoke authorization for check-off upon thirty (30) days written notice to the Employer and to the Union.

Section D. The Union agrees to indemnify, defend and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money from an employee's pay in conformance with the written instructions of the Union. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

Section E The Employer shall make deductions for any approved Credit Union each pay period provided the employee has provided the Employer with proper written authorization.

ARTICLE 7
UNION REPRESENTATIVES - STEWARDS

Section A. Authorized representatives of the Union shall be permitted to visit the City facilities and confer with representatives of the Employer. If such Union representative desires to confer with a union steward or an employee on duty, the representative must first notify the supervisor; the steward or the employee will be granted permission for such conference if it will not interfere with the normal operations of the department.

Section B. The Employer recognizes the right of the Union to designate a total of four (4) Stewards to handle Union business. No more than one (1) steward may work in the same division.

Section C. An employee serving on the Contract Negotiating Committee shall be granted leave from duty for all joint negotiation meetings between the Employer and the Union when such meeting takes place at a time when such employee is scheduled to be on duty. Not more than four (4) employees and not more than one (1) employee from each division shall be granted such leave. In no case, however, shall more than four (4)

employees be allowed at the bargaining table. The Union shall advise the City Administrator in writing of the designated representatives prior to or at the time it serves notice of a desire to enter into negotiations for any successor agreement.

Section D. The authority of the Stewards shall be limited to and shall not exceed the following duties and activities:

1. To collect dues.
2. To transmit all authorized bargaining unit information which is in writing; or if it is verbal, it is of such routine nature that it does not cause work slow-down or work stoppage or any interference with the Employer's business.
3. To investigate any alleged grievance in the department(s) which the steward represents provided the steward secures prior authority from the supervisor to conduct such investigation for a reasonable time as determined and approved by the supervisor.

Section E. In any formal written disciplinary matter, the employee is entitled to a disciplinary review with the department head and, if desired by the employee, a steward may be present.

ARTICLE 8
SENIORITY

Section A. In all matters involving hiring, promotions, demotions, lay-offs, suspensions and discharges, the parties agree that these matters are under the jurisdiction of Chapter 400, The Code, Civil Service, and agree to follow the provisions of such Chapter as amended. Enforcement of said rights shall be through procedures set forth in said Chapter 400 and shall not be processed through the Grievance or Arbitration procedures set forth in this Agreement.

Section B. Non-Civil Service Employees.

1. Seniority. Seniority is determined by the length of continuous unbroken service as a full-time regular employee of the City. In computing seniority, periods of employee suspensions and leave of absence without pay (except for work connected injury or illness) in excess of sixty (60) consecutive calendar days per year shall be deducted from the employee's time of seniority, provided that on any Family Medical Leave Act leave of absence without pay, the provisions of FMLA shall apply.

2. Reduction of Force. Civil Service employees shall be laid off in accordance with the Civil Service Code. Non-Civil Service employees shall be laid off in accordance with the following procedures.

   a. In the event the Employer determines that employees must be laid off, the Employer shall consider qualifications, ability to perform, physical fitness and seniority, and if qualifications, ability to perform and physical fitness are equal between or among affected employees, seniority shall govern. Temporary, part-time and probationary employees performing duties within the job classification from which employees have been or are to be laid off, are to be laid off first.

   b. The Employer agrees, insofar as is possible, to give at least ten (10) working days' notice of all reductions in force and general layoffs.

   c. Within the job classification laid off, employees will be returned to work in the reverse order in which they were laid off. No new employees will be hired for a job in the classification from which employees had been laid off until all employees laid off from that classification have been give notice of recall.

d. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest advised address.

e. An employee shall report to work within seven (7) calendar days after notice of recall is mailed unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said later effective date.

f. An employee who has been laid off shall have the right to bump within ten (10) working days any employee on the non-civil service union seniority list with less seniority, provided that the senior employee has the skill and ability to perform the available work. An employee who exercises the right to bump shall be paid at the same pay grade as the employee bumped.

g. An employee who has been bumped will have the right to bump a less senior employee in accordance with the procedure set out for an employee who has been laid off.

Section C. Civil Service Employees. All full-time entrance appointments under Civil Service shall be conditional upon a probation period of six (6) months during which time the appointee may be disciplined, removed or discharged from such position by the appointing person or representative without the right of appeal to the Civil Service Commission or the grievance procedure set forth in this Agreement.

Section D. Non-Civil Service Employees. All full time regular appointments not covered under Civil Service provisions shall be conditional upon a probation period of six (6) months during which time the appointee may be disciplined, removed, or discharged from such position by the appointing person or body without right of appeal through the grievance procedure set forth in this Agreement. Persons removed or discharged during a probationary period, shall at the time of discharge be given a notice in writing stating the reason or reasons for the dismissal.

Section E. Seniority shall mean the status, priority or precedence obtained as a result of an employee's length of continuous service with the Employer and shall commence on the date of employment and become applicable immediately following completion of the probationary period. For employees hired prior to implementation of Civil Service coverage, their date of hire shall serve as their seniority date.

Section F. The Employer shall post complete seniority lists of the employees covered by this Agreement on a quarterly basis. This list shall remain posted and the Employer shall give a copy of such seniority lists to the Steward. (At any time seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union.)

Section G. A shift vacancy shall be posted for four (4) days within the department. In filling such shift vacancy, only employees within the same job classification will be considered. In filling the shift vacancy where two (2) or more employees have equal skill, ability, and qualifications, then seniority shall be the determining factor.

In the Water Pollution Control Department, the Employer retains the right to have at least one (1) Treatment Plant Operator II assigned to a shift. In the event this condition cannot be met, the Employer may transfer the least senior qualified employee within the same job classification in order to bring shift assignments into compliance with this condition.

The Employer reserves the right to appoint a night crew as needed during the year. If a night crew is established, the Employer will post a notice and a sign up list on or before August 1, setting out the number of regular positions and the number of backup positions that will be used during the period from October 1 of that year through September 30 of the following year. The Employer shall determine when the regular

night crew shall begin, depending on forecasts of snow or ice conditions, and shall determine when the night crew ends. The regular crew shall work from 10:30 p.m. to 7:00 a.m., with a one-half hour unpaid meal period and, whenever it is possible, a fifteen (15) minute rest period during each half of the shift. One regular position shall be filled by an Equipment Operator III. The most senior Equipment Operator III who signs up for the night crew regular position will be assigned to that position. If no Equipment Operator III signs up for the night crew regular position, the Equipment Operator III with the least seniority shall be assigned to the position. The other regular position or positions shall be filled by the most senior employees within the street department who sign up for the regular positions on the night crew. If not enough employees sign up to fill the number of regular positions authorized by the Employer, this position or these positions will be filled by the least senior employees within the street department. The Employer shall determine on which nights the backup positions shall operate. All backup positions will be filled by the most senior employees in the street department who sign up, regardless of classification. If not enough employees sign up to fill the number of backup positions authorized by the Employer, these positions will be filled by the least senior employees of the street department. While the night crew is set up primarily for snow removal and related winter conditions, the employees may be assigned other repair, maintenance and painting duties as the Employer determines. The Employer shall have the right to assign the night crew, from time to time, duties that may arise during non-winter months, such as, but not limited to, sandbag filling, levee protection, sign replacement and other duties of the street department.

Section H. An employee bidding a shift vacancy and being a successful bidder shall have no right to bid on another shift vacancy for sixty (60) days except for medical reasons supported by a doctor's statement.

ARTICLE 9

PERSONNEL TRANACTIONS-RULES

Section A. An employee shall have access to and shall be permitted to obtain a copy of the employee's personnel file maintained by the employer in accordance with the provisions of Iowa Code Section 91B.1, as the same may be amended from time to time.

Section B. The Employer may promulgate departmental rules and regulations not in conflict with the collective bargaining agreement and a copy thereof shall be posted on the department's bulletin board. A copy of the rules and regulations will be provided upon request of an employee. Rules and regulations are not subject to the grievance procedure, unless they are in direct conflict with the collective bargaining agreement.

ARTICLE 10

HOURS OF WORK

Section A. This Article is intended to set forth the normal workday, workweek and work month but shall not be construed as a guarantee of hours of work per day, per week or per month, or day of work per week or per month. This Article shall be used in calculating overtime.

Section B. The normal work week for employees who are not working a continuous shift shall be forty (40) hours per week exclusive of unpaid lunch periods. The normal workday and workweek for employees shall commence on a date to be set by the Employer and shall consist of five (5) eight (8) hour days.

Section C. Continuous operation employees. Those employees who do not work a regular five (5) day, eight (8) hour shift in the Wastewater Treatment Department shall be required to work continuous shifts as established by the department head. Change in the shift shall be posted by the department head ten (10) days prior to such

change. However, in cases of an emergency, less notice time may be necessary. The normal work period for a continuous shift employee shall be 8-1/2 hours with a ½ hour unpaid lunch period. A shift operator shall remain at the plant site and will respond to telephone calls or plant emergencies during the lunch period. If a lunch period is interrupted because of this, the employee may extend the lunch period by an amount of time equal to the time lost during the lunch period.

Section D. It is understood and agreed that the determination of the daily and monthly 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 reduce, 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. The Employer shall give the Union as much advance notice as possible of any major change of working schedule.

Section E. Whenever it is possible, each employee may take a fifteen (15) minute rest period during the first half of the employee's shift and a second such rest period during the second half of the employee's shift. The time of such rest periods will vary from time to time upon mutual agreement of the employee and the employee's Supervisor.

Section F. The work schedule set out in the immediately preceding paragraphs is believed by the Employer, the Union and the employees, to be a permissible schedule of hours to be worked within the guidelines of the Fair Labor Standards Act and not require the paying of any overtime for the regularly scheduled days. If, at any time, it is determined that the above stated schedule is not allowable by the Fair Labor Standards Act without the necessity of paying overtime, the Employer shall have the right immediately to rearrange the work schedule to comply with the standards of the Fair Labor Standards Act so as to avoid the necessity of paying overtime for regularly scheduled work periods.

ARTICLE 11

OVERTIME/COMPENSATORY TIME-CALLBACK-NEW JOB TEMPORARY ASSIGNMENTS - STANDBY

A. Overtime/Compensatory Time.

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer and actually worked in excess of the employee's regular schedule. It is the policy of the Employer to keep overtime work to a minimum.

Section 2. Compensation shall not be paid twice for the same hours, nor shall there be a pyramiding of overtime.

Section 3. Overtime will be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. It shall be computed to the nearest one-sixth (1/6) hour for payment. The overtime rate shall be paid for hours worked in excess of the normal work day or work week.

Section 4. The Employer may at its discretion grant an employee compensatory time off based on one and one-half (1-1/2) hours off for each hour of overtime worked. The Employer and the employee shall mutually agree to the granted time off. An employee shall not accumulate more than eighty (80) hours of compensatory time without the written approval of the Department Head.

Section 5. Employees shall be required to work such overtime as the Employer requires. The opportunity for overtime work will be divided among the employees, provided that the Employer retains the right to assign overtime.

B. Callback.

Section 1. An employee, who is called back to work by the Employer shall be paid a minimum of two (2) hours pay or compensatory time off at the overtime rate, unless such callback is one (1) hour or less prior to the employee's regular shift. Callback does not apply where an employee is ordered to work beyond the employee's regular shift.

C. Temporary Assignments.

Section 1. In the event that any employee is assigned to a higher or lower job classification on a temporary basis, said employee shall receive the employee's own pay or the pay designated for such other classification in which the employee is temporarily serving, whichever is higher, provided that the higher pay in the temporary classification shall not be applicable until the employee has served more than twenty (20) consecutive working days in such other capacity. Once an employee has completed twenty (20) consecutive working days in a temporary assignment, the employee will be paid retroactively at the higher wage rate from the first day of the temporary assignment.

D. Stand-By.

Section 1. Stand-by occurs when an employee is specifically required by the Employer, to be immediately available to report for work during scheduled time off and is subject to discipline for non-compliance. An employee required to be on "stand-by", shall be compensated at the rate of two (2) hours of straight time pay for each day of stand-by, provided that such employee shall be compensated for one (1) additional hour of straight time pay if the stand-by day is a holiday. Holiday means the day designated as a holiday in this Agreement. A day means a twenty-four (24) hour period or the balance of a twenty-four (24) hour period if the employee has been scheduled on duty for part of that period. Stand-by time will not be considered as time worked in computation of

overtime. No employee will be required to be on stand-by during the employee's vacation.

ARTICLE 12
HOLIDAYS

Section A. Subject to and in accordance with the provisions of this article, all regular and probationary employees shall be granted holiday pay as hereinafter set out for the following holidays: New Year's Day, President's Day., Memorial Day, Independence Day, Labor Day, Veteran's Day. Thanksgiving Day, Friday after Thanksgiving, the day before Christmas and Christmas Day. In addition, an employee shall be granted any additional holiday established by the Employer during the contract year, provided that if the Employer shall add a new holiday and delete an existing holiday so that the total number of holidays for the contract year remains at ten (10), the holidays set out in this contract shall be the holidays observed.

Section B. The holiday will begin at 12:01 A.M. on the day of the holiday and shall end at 12:00 P.M., twenty-four (24) hours later. For non-continuous operations, if the holiday falls on a Saturday, the holiday will be observed on Friday. If the holiday falls on a Sunday, the holiday will be observed on Monday.

Section C. If an employee is scheduled to work a holiday, that employee shall be paid time and one half for hours worked on the holiday in addition to holiday pay.

Section D. In order to be eligible for receiving holiday pay, an employee must report for work on the employee's last scheduled workday before the holiday and on the employee's first scheduled workday after the holiday unless the failure of the employee to report for work is excused. No employee who has been laid off or is under suspension will be eligible for holiday pay.

ARTICLE 13

VACATION

Section A. Vacation with pay is a benefit accorded an employee on an annual basis for purposes of recreation and relief from the routine and pressures of assigned work. It is an earned right in the sense that the right to paid time off from work is earned by the time spent at work. However, the taking of time is conditioned by the length of employment and the requirements of work load of the department in which the employee works.

Section B. A full-time employee, beginning with the date of employment and continuing for the balance of the employee's continuous service with the Employer shall earn annual vacation leave at the following rate:

1. 3.08 hours for each bi-weekly period of service from the 7th month through the first full twelve (12) month period of employment (five (5) vacation days or forty (40) hours after the first full twelve (12) month period of employment).
2. 3.08 hours for each full bi-weekly period of service for employees during the 2nd through the 4th year of employment. (Ten (10) vacation days a year or eighty (80) hours).
3. 4.62 hours for each full bi-weekly period of service for employees during the 5th through the 14th year of employment. (Fifteen (15) vacation days a year or 120 hours).
4. 6.16 hours for each full bi-weekly period of service for employees during the 15th year through 19th year of service. (Twenty (20) vacation days a year or 160 hours).
5. 7.70 hours for each full bi-weekly period of service during the 20th year and subsequent years of service. (Twenty-five (25) vacation days a year or 200 hours).

6. In computing vacation leave for full-time employees, the following shall be counted as time worked:
   a. Time spent on vacation leave.
   b. Time spent on paid sick leave.
   c. Absences for authorized holidays.
   d. Absences for jury duty.
   e. Time spent on paid bereavement leave.
   f. Upon transfer from one department to another without a break in service, time worked and vacation leave accumulated shall be fully credited to the employee in the new department.
   g. Leave of absence with pay.
7. Vacation leave will not accrue to an employee during such non-work, non-pay periods as:
   a. Time away from work as a result of a disciplinary layoff.
   b. Time away from work as a result of a job layoff due to organizational, project, seasonal, or financial requirements.
   c. Time away from work as a result of an authorized extended leave of absence, such as school leave.
8. Upon return to work from an authorized leave of absence, with or without pay, an employee in good standing shall be granted all unused vacation leave earned by earlier service.

Section C. It is the intent of this agreement to provide a vacation period for all full-time employees. Vacation leave may be used as it is earned, provided that an employee may not use vacation leave until the employee has completed one (1) full year of employment. The Employer encourages employees to take vacation in weekly blocks. Parking Meter Attendants, Clerks, Transit Dispatchers, and Transit Dispatch Coordinators must take at least five (5) consecutive working days of their available vacation in a block consisting of one week. The Department Head may approve vacation of less duration, but in no case less than four (4) hours at a time.

1. On any anniversary date the employee cannot have more vacation accumulated than was earned during the past anniversary year unless the Department Head gives written permission to carry over a specific amount of vacation.
2. Once a vacation is scheduled and approved, it must be used unless approval for change is authorized by the Department Head.
3. Any vacation leave earned but not used will be paid for when the employee terminates for any reason.

Section D. An employee's request for vacation time shall be controlled by seniority within each shift. No more than one employee from each shift may take vacation at the same time without specific written permission of the Department Head. Seniority will only apply to the first segment of vacation where the employee splits the vacation time. Vacation will, so far as possible, be granted at times most desired by the employee so long as it does not conflict with the Employer's operation; provided, however, that the final right to determine the number of employees to be on vacation is reserved exclusively to the Employer. The scheduling of vacation shall be mutually agreed to.

ARTICLE 14
SPECIAL LEAVES

A. Bereavement Leave.

Section 1. An employee will be granted up to five (5) days bereavement leave with no loss of compensation to arrange and attend the funeral of the employee's spouse or children, including step children.

Section 2. An employee will be granted up to three (3) days bereavement leave with no loss of compensation to arrange and attend the funeral of the employee's

parents, including step-parents, parents-in-law, brothers, sisters, grandparents or grandchildren.

Section 3. An employee will be granted up to one (1) day with no loss of compensation to attend the funeral of a son-in-law or daughter-in-law, a brother-in-law or sister-in-law, grandparents-in-law or grandchildren-in-law, step-brothers, step-sisters, step-grandparents, or step-grandchildren.

Section 4. An employee will be granted one-half (1/2) day with no loss of compensation to serve as a pallbearer in a funeral.

Section 5. If additional time is needed for the above situations, the Department Head may grant vacation, compensatory leave, personal leave or leave without pay not to exceed three (3) working days.

Section 6. Bereavement leave pay is intended to provide for time off without loss of income but not to increase income. Non-working days shall not be compensable.

Section 7. The Department Head may allow an employee to attend the funeral of members of the family not included above or of a close friend, a fellow employee or former employee, provided such time off shall be charged to vacation, compensatory leave, personal leave or leave without pay.

B. Personal Leave.

Section 1. Personal leave shall be granted by the Department Head during duty hours with pay as follows. On July 1st of each year, each employee shall be credited with twelve (12) hours of personal leave, provided such employee has completed the probationary period by July 1st. There shall be no accumulation of personal leave from one year to the next. Personal leave will not be granted in conjunction with vacation or

holiday leave. The employee shall give as much advance notice as possible of a request for personal leave.

Section 2. Personal leave shall be for a period of not to exceed four (4) hours as maximum, and of not less than one (1) hour as a minimum and shall be requested for such matters as, but not limited to, the concluding of legal business, personal business, paternity leave during the period of spouse's labor and visits immediately thereafter, attending special religious functions, the admitting or discharging of members of the immediate family from a hospital, serious illness in the immediate family, and similar matters that can not be delayed to an off day or off duty time.

Section 3. An employee granted personal leave is required to complete the business and return to work promptly unless the time is taken off at the end of the shift.

C. Voting Leave.

Section 1. Any employee required to work for all of the hours during which the polls are open on an election day shall be given sufficient time off with pay to vote.

D. Military Leave.

Section 1. The Employer will grant leave of absence for military pay in compliance with the provisions of Section 29A.28, The Code, as the same may be amended from time to time.

E. Sick Leave.

Section 1. Sick leave is time off with pay granted to an employee by the employee's Supervisor. Sick leave is granted or denied contingent upon the meeting of certain conditions. The granting of sick leave to employees has as its purposes:

a. Approved absences from work occasioned by illness or injury.

b. Remuneration during these periods to ease financial hardship; and

c. Retention of employment rights.

Section 2. Sick Leave Accumulation.

a. An employee, including a probationary employee, beginning with the date of employment and continuing for the balance of the employee's continuous service with the City, shall accumulate sick leave at a rate of 4.62 hours bi-weekly with a maximum accumulation of 1120 hours.

b. In computing sick leave for full-time employees, the following shall be counted as time worked:

   i. Time spent on vacation leave.

   ii. Bereavement leave.

   iii. Absences for authorized holidays.

   iv. Absences for jury duty.

   v. Personal Leave with pay.

   vi. Military Leave with pay.

   vii. Time spent on paid sick leave. However, this sick leave will not be available for use during the current illness but will be counted toward the new accumulation of sick leave beginning one (1) week after return to full-time service.

   viii. Upon transfer from one department to another without a break in service, time worked and sick leave accumulated shall be fully credited to the employee in the new department.

c. Sick leave will not accrue to an employee during such non-work, non-pay periods as:

   i. Time away from work as a result of disciplinary layoff.

ii. Time away from work as a result of a job layoff due to organization, project, seasonal, or financial requirements.

iii. Time away from work as a result of an authorized extended leave of absence without pay, such as school leave.

d. Upon return to work from an authorized leave of absence, with or without pay, an employee in good standing shall be granted all unused sick leave accumulated by earlier service.

Section 3. Use of Sick Leave.

a. An employee may use sick leave with full pay for absences necessitated by personal injury or illness, pregnancy, required dental or medical care, or exposure to contagious disease if determined by a physician or health officer, except that the first day of sick leave shall not be paid, after the employee has had six incidents of sick leave in the contract year. A medical or dental appointment shall not be considered as an incident.

b. An employee, who is injured while performing assigned duties and is entitled to benefits under the provisions of the Worker's Compensation Act, may elect to use accrued sick leave, and vacation leave, in that order, in the amount necessary to offset the difference in pay between the Worker's Compensation payment and the employee's regular pay.

c. No employee shall receive a combination of Worker's Compensation and leave pay in excess of the employee's regular earnings.

d. Sick leave shall not be available to an employee for use in circumstances involving personal injury sustained by an employee in the course of paid supplemental employment for someone other than the Employer.

e. All time taken on authorized sick leave will be deducted from available sick leave.

f. An employee who has exhausted all of the employee's sick leave may then elect to use any vacation leave or other paid leave to which the employee

is entitled for sick leave purposes. Following this, upon approval by the Department Head, based on a doctor's statement that the employee's physical or mental condition prevents the employee from working, an employee may be placed in a sick leave without pay status for a period not to exceed one (1) month for each year of previous service, but in no event to exceed a period of one (1) year provided that the employer shall comply with the provisions of the Family Medical Leave Act if the required leave under FMLA is greater than the contract requires; the provisions of Leave of Absence Without Pay shall apply. Upon return from sick leave without pay status, the employee is able to return to the employee's regular job duties, and organizational requirements permitting, the employee shall be returned to work.

g. No sick leave with pay shall be granted an employee in anticipation of future service.

h. Sick leave payments are based on the straight time earnings of the employee at the time sick leave is taken.

i. Authorized holidays falling within a period of sick leave, for which an employee is normally not required to work and for which the employee normally receives holiday pay, will not be counted as work days in computing sick leave. Holiday time shall be charged to holiday leave.

j. The accrued sick leave of an employee whose service with the City is terminated by reasons of quit, discharge, or resignation shall be canceled by such action.

k. The employee may use twenty-four (24) hours of sick leave each contract year with full pay for absences necessitated by the personal injury or illness, or by required dental and medical care of an employee's spouse, child or parent or for a family member living in the employee's immediate household.

Section 4. Proof of Illness

a. In order to be eligible for sick leave with pay and to receive compensation while absent on sick leave, an employee shall:

   i. Notify the employee's Supervisor or Department Head as to the reason for absence prior to the shift of the first day's absence from duty, unless circumstances beyond the control of the employee would not permit a call.

   ii. Keep the Supervisor or Department Head informed of the employee's condition.

   iii. Upon return to work, submit a medical certificate or furnish other reasonable proof for absences of four (4) days or longer, unless the Supervisor or Department Head has personal knowledge of the illness or injury.

   iv. Where a question exists as to the returning employee's fitness to perform regular assigned work, the employee shall submit to a medical examination arranged and paid for by the Employer.

   v. Present a physician's statement specifying the dates of personal disablement and confinement due to pregnancy, childbirth and related medical conditions which render the employee physically unable to perform the employee's regular job duties.

b. In all cases of absence for personal injury incurred during paid supplemental employment for someone other than the Employer, the returning employee must submit to a medical examination arranged and paid for by the employee.

c. The Employer may establish additional guidelines for proof of illness or injury for any period of less than four (4) days, provided such rules are uniform in all departments.

Section 5. Abuse of Sick Leave.

a. An employee who knowingly gives false information as a basis for obtaining sick leave will be subject to disciplinary action up to and including discharge. Any monies paid for sick leave in violation of its uses shall be reimbursed or deducted from future earnings.

b. Whenever there is reason to believe that an employee is abusing or misusing sick leave, an investigation shall be made, even to the point of requiring that the employee submit to a medical examination, and a report made to the Department Head.

Section 6. Except in cases of serious illness which are certified by a physician, or with the approval of the Department Head, sick leave will not be paid on the working day immediately preceding or following vacation or a holiday.

Section 7. An employee, upon a normal bona fide retirement under the Iowa Public Employees Retirement System only shall be entitled to payment of up to 2/5 of earned but unused sick leave time. Termination of service for any other reason shall terminate any and all obligations of the employer in connection with unused sick leave time. Sick leave payout under this paragraph shall be paid in cash, or into a deferred compensation plan, or a post employment health plan, (if instituted) or a reserve fund to be held by the employer and utilized to pay for an eligible employee's ongoing health insurance premiums until exhausted. The employee shall choose one of the available options above, unless the Union has elected to use the post employment health plan, in which case all employees are required to use that option.

F. Jury Duty.

Section 1. The Employer agrees to pay all employees called to serve on any jury the difference in wages between jury pay and the employee's regular earnings due to

examination, selection or actual service on a jury. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty. An employee who works the second or third shift shall be transferred to the day shift for pay purposes for the tour of jury duty. If an employee is discharged from the jury before the workday ends, the employee must report immediately to the Employer for work.

G. Leave of Absence Without Pay.

Section 1. A leave of absence without pay is a predetermined amount of time off from work, for whatever purpose, including serving in any capacity on official Union business, which has been approved by the City Administrator in writing. The employee and the Union will be given a copy of the authorization. Any extension of a leave of absence shall also be approved by the City Administrator.

Section 2. 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.

Section 3. In the event an employee fails to return to work at the end of such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave, unless such failure to return to work was caused by circumstances beyond the control of the employee.

Section 4. During a leave of absence without pay, the employee:

a. Must pay Group Hospitalization premiums falling due during any month the employee is not on the payroll, provided that the employer will pay this premium for an employee who is on a FMLA leave of absence without pay so long as required by FMLA.

b. Must pay premiums for coverage under the Group Life Insurance Plan, provided that the employer will pay this premium for an employee who is on a FMLA leave of absence without pay so long as required by FMLA.

c. Shall not receive any other job benefits during the period of absence.

ARTICLE 15

HEALTH AND SAFETY-VEHICLES AND EQUIPMENT

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

Section B. The Union 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 C. 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 D. 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 employee's Supervisor, and any employee using other equipment furnished by the Employer shall immediately report any defect therein to the employee's Supervisor.

Section E. Where required, employees will wear eye protection in accordance with the safety eyewear policy as adopted by the City Council and outlined in this section. The Employer will furnish safety eyewear for employees who do not require corrective lenses. Employees who require corrective lenses may choose to wear the employer-furnished non-prescription eyewear over their own glasses or wear corrective safety

eyewear. The Employer will provide the following for employees who do require corrective lenses and who choose to obtain corrective safety glasses:

a. $125.00 toward cost of single vision, bifocal or trifocal lenses and frames for one pair of safety glasses; repair or replacement shall normally be limited to one (1) occurrence every two (2) years unless such glasses are destroyed in the course of employment in which case the replacement may occur no more than once each year;

b. $125.00 toward cost of single vision, bifocal, or trifocal lenses and frames for one pair of safety sunglasses for employees working outside; repair or replacement shall normally be limited to one (1) occurrence every two (2) years unless such glasses are destroyed in the course of employment in which case the replacement may occur no more than once each year;

c. Employees may obtain progressive (no line) lenses by paying the difference between the cost of bifocal/trifocal and the progressive lenses;

d. In the event said glasses are damaged during the course of employment, the City shall pay for the replacement eyewear in the same amount as specified above, or repair the eyewear.

e. The Employer shall not pay for the cost of eye exams. Employees need only produce a current prescription from a doctor of their choice.

f. During the first six (6) months of employment with the City, probationary employees shall wear City provided eyewear which can be worn over prescription lenses or purchase safety glasses as designated by this program, and be reimbursed in accordance with the guidelines of the program after successful completion of the probationary period.

g. Failure of employees to wear protective eyewear or safety glasses as required in accordance with assigned job duties may result in disciplinary action being taken by the Employer.

h. In the event that the employee's prescription changes, the Employer will provide the same amount as specified above, toward new safety eyewear.

ARTICLE 16
UNIFORMS

Section 1. It shall be the practice of the Employer to provide the employee with uniform clothing for purposes of uniform appearance and ease of identification. It shall be the responsibility of the employee to wear the uniform which is provided, depending on weather conditions or peculiar working circumstances.

ARTICLE 17
INSURANCE

A. Medical Insurance.

Section 1. The Employer shall maintain for each employee a health and accident insurance policy or program comparable to the policy or program in existence. The health and accident insurance policy presently in existence provides that the deductible amount is $300/600, the maximum out-of-pocket expense is $600/1200, and the coinsurance payments are 80%-20% or 70%-30%, depending on whether the provider is a member of Alliance Select Group. This coverage will include a physical in accordance with the terms of the policy. Prior to any change in the policy, the Employer agrees to meet and confer with the Union. The final decision shall be made at the sole discretion of the Employer.

Section 2. The Employer will pay for the full cost of the premium for an employee's single coverage health insurance policy. The employee shall pay any deductible cost or coinsurance cost as set out in the policy, up to the out-of-pocket maximum.

Section 3. An employee may elect to cover the employee's dependents at the employee's cost, which shall be deducted from the employee's wages. The Employer shall pay ninety-five percent (95%) of the dependent coverage monthly premium.

Section 4. Coverage of an employee and dependents, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section 5 A retired employee up to age 65 shall be eligible to participate in the health and accident insurance plan in effect for employees. This provision is effective for employees retiring after July 1, 1977. All insurance premium costs will be paid by the retired employee.

B. Life Insurance.

Section 1. The Employer shall maintain, at no cost to the employee, the current life insurance plan insuring the life of said employee in the amount of Twenty Thousand ($20,000.00), and providing such other benefits as are set out in the plan. The City will provide a written reminder to all employees annually to check the beneficiary designation.

Section 2. An employee may elect to cover the employee's dependents to the extent permitted by the plan, the cost of which coverage shall be deducted from the employee's wages.

C. Dental Insurance.

Section 1. The Employer shall, at no cost to the employee, maintain for each employee a dental insurance policy comparable to the policy currently in existence. Prior to any change in the policy, the Employer agrees to meet and confer with the Union. The

final decision shall be made at the sole discretion of the Employer. An employee may elect to cover the employee's dependents at the employee's cost which shall be deducted from the employee's wage.

D. Insurance Committee.

The Employer has established an Insurance Committee comprised of employees, supervisors and administrative personnel of the City for the purpose of reviewing all aspects of the medical insurance, dental insurance and life insurance plans of the Employer. The Committee's goal is to investigate methods and means of reducing the current costs of medical insurance to the Employer. One member of the bargaining unit may be appointed to this Committee by the Union. The authority of the Committee is limited to developing suggestions for steps to be taken to control the cost of the insurance plans. No recommendation or suggestion of the Committee, nor the failure to make recommendations or suggestions shall be a grievable matter.

ARTICLE 18
GRIEVANCE PROCEDURE

Section A. The word "Grievance" wherever used in this Agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the expressed terms and provisions of this agreement.

Section B. A grievance shall be adjusted in the following manner:

Step 1. An employee or the Union who claims the grievance shall present such grievance orally, to the employee's immediate supervisor, within five (5) calendar days after knowledge of the event giving rise to the grievance. The supervisor shall give

an oral answer to the grievance within five (5) calendar days after the supervisor receives the oral grievance.

Step 2. If the grievance is not settled in Step 1 it may be appealed by the employee or the Union within five (5) calendar days after the answer of the Supervisor is due. The grievance shall be reduced to writing, signed by the aggrieved employee and the representative of the Union, and shall specifically state the facts and the section of this agreement which is in dispute. The written grievance shall be presented to the Department Head (with a copy to the Human Resources Department) who shall answer the grievance in writing within five (5) calendar days after receiving the written grievance.

Step 3. If the grievance is not settled in Step 2 it may be appealed by the employee or the Union within five (5) calendar days after the answer of the Department Head is due. The written grievance shall be presented to the City Administrator who shall investigate the grievance and issue a written decision thereon within five (5) calendar days after receiving the grievance.

Step 4. If the grievance is not settled in Step 3 it may be appealed by the Union by giving written notice of a request for arbitration to the City Administrator within five (5) calendar days after the City Administrator's answer is due. The written notice shall be signed by a representative of the Union and shall specifically state the facts and the section of the Agreement which is in dispute.

Section C. In computing calendar days, the first day shall be excluded and the last included. A Saturday, Sunday or holiday shall not be counted in computing calendar days. Holidays shall refer to the holidays granted employees under this Agreement.

Section D The failure by an employee, the Union, or its representative to process a grievance within the applicable time specified above shall bar an employee, the

Union or its representatives from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer, or Employer's representative, to answer the grievance within the applicable time specified above shall be deemed a denial of the grievance which then may be appealed to the next step.

Section E. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union 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 five (5) calendar days of the Employer's receipt of the arbitration notice, the Union may request the Public Employment Relations Board to submit a panel of five (5) arbitrators. When such panel is received, the Employer and the Union shall alternately strike a name from the list, the party making the initial strike to be determined by the flip of a coin, and the person finally remaining shall act as a arbitrator.

Section F. The arbitrator shall convene a hearing for the purpose of receiving evidence pursuant to such rules and procedures as the arbitrator may adopt. The arbitrator shall neither add to nor detract from nor modify the language of this agreement in arriving at a determination of any issue that is presented and that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates or salaries. The arbitrator shall be expressly confined to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted, or to submit observations or declarations of opinion, which are not directly essential in reaching the determination of the issues submitted for the arbitrator's decision. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or by the terms of this Agreement.

Section G. The arbitrator shall issue a decision in writing within thirty (30) days after the conclusion of the hearing and a decision of the arbitrator, within the scope

of the arbitrator's authority, shall be final and binding upon the Employer, the employee, and the Union. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive more than twenty-four (24) days beyond the date on which the dispute was first presented as a grievance in writing. The arbitrator may not hear more than one (1) grievance unless the presentation of more than one (1) grievance is mutually agreed to by the Employer and the employee or the Union.

Section H. No issue whatsoever shall be subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement, and the arbitration decision shall not grant any right or relief for any period of time whatsoever prior to the execution date of this Agreement or following the termination of this Agreement.

Section I. The arbitrator shall not have the power or the authority to accept or to decide any grievance which involves a matter which is within the jurisdiction of the Civil Service Commission (Chapter 400, The Code).

Section J. The Employer and the Union will share equally any joint costs of the arbitration procedure, including fees and expenses of the arbitrator, the costs of a Court reporter, if one is desired by the arbitrator, and the costs of a hearing room and transcript. Any other expenses shall be paid by the party incurring the expense.

Section K. Any resolution of a grievance without Union representation shall not be in conflict with this Agreement unless approved by the Union in writing. A copy of any grievance resolution shall be provided to the Union.

ARTICLE 19

SUPPLEMENTAL PAY

A. LONGEVITY.

Section 1. Monthly longevity payments shall be made to eligible employees in accordance with the longevity pay plan set forth below for all employees who shall have completed at least five (5) years of continuous service.

Section 2. The following longevity pay plan shall be paid for continued service:

YEARS OF SERVICE	AMOUNT
After 5 years of continuous service	$16 per month
After 10 years of continuous service	$26 per month
After 15 years of continuous service	$36 per month
After 20 years of continuous service	$46 per month
After 25 years of continuous service	$56 per month
After 30 years of continuous service	$66 per month

Such pay shall be paid on the 1st and 2nd payroll of each month.

B. SHIFT DIFFERENTIAL

Section 1. Full-time Bargaining Unit employees who work shifts other than the shift designated as the day shift shall be given a shift differential in addition to the regularly hourly rate of pay for hours worked within the shift. A normal shift will consist of eight (8) hours of work performed. Designated shift hours may vary between departmental operations for various employee classifications within the bargaining unit.

Section 2. First Shift - The first shift will be referred to as the day shift and all full-time regular employees who are assigned to the first shift will not receive shift differential pay for work performed during this shift.

Section 3. Second Shift - The second shift will be referred to as the afternoon shift. All full-time regular employees who are assigned to the second shift will receive a shift differential of twenty (20) cents per hour for work performed during this shift.

Section 4. Third Shift - The third shift will be referred to as the night shift. All full-time regular employees who are assigned to the third shift will receive a shift differential of thirty (30) cents per hour for work performed during this shift.

Section 5. Limitation - When an employee is receiving overtime rates of pay, the shift differential shall be added after the overtime pay is determined, e.g. a $5.00 an hour employee on third shift get $7.50 overtime pay, plus $.30 an hour shift differential, or a total of $7.80. Second shift employees would earn $7.70 an hour for any overtime time worked on that shift.

ARTICLE 20
COMPENSATION

Section A. The pay grade for each classification of employees and the regular rate of pay for each pay grade are set out in Appendices B and C for July 1, 2006, and in Appendices D and E for July 1, 2007, which are attached hereto and by this reference made a part hereof.

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

ARTICLE 21

PART-TIME EMPLOYEES

Section A. The Employer and the Union agree to cover under the contract those year-around part-time employees who work a minimum of twenty (20) hours but less than forty (40) hours per week. The classifications covered are those listed in Appendix C(1) "Employee Assignment Sheet". An employee who regularly works less than twenty (20) hours a week receives no benefits under the contract.

Section B.

1. The provisions of the contract which will apply to part-time employees in accordance with Section A above is limited to the following: wages, call-back pay, overtime, stand-by, holidays, vacation, uniforms, grievance/arbitration procedures, longevity, sick leave, personal day, and bereavement leave. Call-back pay does not apply to part-time employees unless the employee is called back to work after the employee has actually worked more than forty (40) hours in a work week. However, a regular part-time employee who is called back to work outside the employee's regular hours, but before the employee has worked more than 40 hours in that work week, shall be paid a minimum of one (1) hour's pay at the employee's regular rate of pay unless such callback is one (1) hour or less prior to the employee's regular scheduled hours. Callback does not apply when a part-time employee is required to work beyond the employee's regular scheduled hours.
2. Wages shall be paid in accordance with the Appendix C(1) and Appendix C(2). If an employee is in Step A, the wage increase will be advanced after the employee has performed satisfactorily for 1040 hours: an employee in Step B, will advance to Step C after the employee has performed satisfactorily for 4160 hours.

3. Part-time employees will receive a pro-rata share of holidays, vacation and longevity according to the following schedule:

20-25 hour employee	1/2 benefits
26-39 hour employee	3/4 benefits

4. A regular part-time employee may elect to obtain insurance coverage for the employee and dependents of the employee, at the employee's cost, which shall be deducted from the employee's wages; provided that if the employee has worked ¾ time for twelve (12) years or more, the Employer shall pay seventy percent (70%) of the employee's single coverage cost, so long as the employee continues to work at least ¾ time.
5. A part-time employee working 26-39 hours a week will receive ¾ of the benefits for sick leave, personal days and bereavement leave.

Section C. In the case of a regular employee who is reduced to part-time status and works more than thirty (30) hours but less than forty (40) hours per week, all of the provisions of the contract shall apply, except as set out hereinafter, to-wit;

1. The hours of work shall be scheduled by the Department Head and the employee shall be required to work whatever hours are directed by the Employer.
2. No overtime shall be paid unless the employee works more than eight (8) hours a day or more than forty (40) hours a week, except as set out in the section on holidays.
3. Holiday pay will be based on a six hour work day, and the employee will be paid time and one-half for any hours worked on a holiday.
4. Vacation leave will be earned at a rate equal to seventy-five percent (75%) of the contract rate.
5. Bereavement leave shall be based on a six (6) hour workday. Personal leave and sick leave shall be earned at a rate equal to seventy-five percent (75%) of the contract rate.

6. Life insurance coverage shall be based on seventy-five percent (75%) of the contract amount established for the employee. The employee may purchase dependent coverage.
7. Longevity pay will be based on seventy-five percent (75%) of the contract amount.
8. Wages shall be paid in accordance with the Appendix C(1) and Appendix C (2). If an employee is in Step A, the wage increase will be advanced after the employee has performed satisfactorily for 1040 hours; an employee in Step B, will advance to Step C after the employee has performed satisfactorily for 4160 hours.

ARTICLE 22
GENERAL CONDITONS

Section A. This Agreement shall be construed under the laws of the State of Iowa.

Section B. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section C In the event any provision of the Agreement is held invalid by a 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 D. The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

Section E. The Employer shall post a copy of this Agreement in an appropriate place in each Department.

Section F. The Employer shall furnish a bulletin board or a designated part of an existing bulletin board in each department for the use of the Union for the purpose of displaying material pertinent to the business of the Union.

Section G. There shall be established a Labor Management Committee to function during the term of this Agreement to consider current problems in the administration of this Agreement and safety matters. The Committee shall consist of three (3) members of the bargaining unit appointed by the Union, three (3) persons appointed by the City Administrator and the Human Resources Coordinator, who shall serve as the Chair. The Committee shall meet once each calendar quarter on the call of the Chair. Any two (2) members of the Committee may request an additional meeting to discuss a specific issue by notifying the Chair of their request. The Chair shall review the specific issue and shall determine whether to call a special meeting. The Committee's authority shall be limited to developing suggestions and recommendations for implementing the administration of the Agreement. The Committee shall have no authority to bargain on any issue, to amend or modify the Agreement, or to hear or determine any grievance. No recommendation or suggestion of the Committee, nor the failure to recommend or make a suggestion, shall be a grievable matter.

ARTICLE 23
EFFECTIVE PERIOD

Section A. This Agreement shall be effective July 1, 2006, and shall continue through June 30, 2008.

Section B. The terms and conditions of this Agreement shall cease on June 30, 2008, unless one or both of the parties shall cause a written notice to be served on the other party by September 15, 2007, specifying whether modification is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates shown.

Dated this _____ day of January, 2006

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By _____
Secretary/Treasurer

By _____
Business Representative

Dated this _____ day of January, 2006

CITY OF MUSCATINE, IOWA

By _____
Mayor

By _____
City Clerk

APPENDIX A
UNIFORMS

It is agreed that the number of uniforms furnished in the various departments will be reviewed and hopefully resolved by the Labor Management Committee. The Article on uniforms and this appendix will then be removed from the contract and become city policy subject to review and recommendations of the Labor Management Committee.

If the question of uniforms for employees cannot be resolved by the Labor Management Committee, the Union may reopen contract negotiations on this sole point.

APPENDIX B
EMPLOYEE ASSIGNMENT SHEET

Effective July 1, 2006

Position*	Pay Grade
Compost Site Attendant	2
Transit Service Person	2
Parking Meter Attendant	5
Clerk	6
Transit Driver	7
Transit Dispatcher	7
Custodian	10
Animal Control Officer	10
Transit Dispatch Coordinator	11
Lab Technician I	11
Maintenance Worker I	11
Equipment Operator I	12
Maintenance Worker II	13
Treatment Plant Operator I	13
Refuse Truck Driver I	13
Cemetery Caretaker	13
Groundskeeper	14
Equipment Operator II	14
Lift Station Operator	15
Athletic Facilities Technician	15
Treatment Plant Mechanic I	15
Treatment Plant Operator II	15
Equipment Operator III	16
Maintenance Repairperson	16
Landscape Gardener	16
Vehicular Mechanic II	
16	
Solids Handling Leadworker	17
Treatment Plant Operator III	17
Lift Station Leadworker	18
Treatment Plant Mechanic II	18
Inspector I	19

* Employees who work a minimum of twenty hours per week on a year round basis shall be covered by this Agreement in accordance with Article 21.

APPENDIX C

Wage Schedule

Effective July 1, 2006

HOURLY

Pay Grade	Step A (Beginning)	Step B (6 Mos.)	Step C (2 Yrs.)
1	12.67	13.02	13.38
2	12.84	13.21	13.57
3	13.02	13.38	13.78
4	13.21	13.60	13.96
5	13.41	13.78	14.20
6	13.60	14.01	14.42
7	13.84	14.24	14.65
8	14.06	14.46	14.92
9	14.28	14.74	15.16
10	14.56	14.99	15.45
11	14.80	15.29	15.75
12	15.09	15.58	16.05
13	15.39	15.86	16.38
14	15.69	16.19	16.72
15	16.02	16.53	17.10
16	16.36	16.91	17.43
17	16.74	17.24	17.79
18	17.07	17.61	18.23
19	17.43	18.04	18.63

A. The wages of part time employees who work less than an average of twenty (20) hours per week are not covered by this contract and are separately determined by the City.

B. Step B - Increase at six (6) months and satisfactory performance.
Step C - Increase at two (2) years and satisfactory performance.

Step increases for part time employees covered under this contract are subject to the provisions of Article 21.

In promotional changes to a classification of higher grade, the employee shall move to Step B of the new pay grade (or to the pay step in the new grade above the one formerly assigned). Employees having two (2) or more years of continuous employment with the Employer and assigned to Step B in a promotional situation, may be considered for

progression to Step C after six (6) months in Step B status and with the approval of the City Administrator.

Employee's having two (2) or more years of continuous employment with the Employer requesting a reduction in grade may be assigned to Step B of the grade upon recommendation of the Department Head and approval of the City Administrator. Employees so moved may be recommended for progression to Step C after completion of six (6) months of successful employment in Step B and approval of the City Administrator.

An employee having ten (10) or more years of continuous employment with the Employer and requesting a reduction in grade may be assigned to Step C in the lower grade upon the recommendation of the Department Head and the approval of the City Administrator.

APPENDIX D
EMPLOYEE ASSIGNMENT SHEET

Effective July 1, 2007

Position*	Pay Grade
Compost Site Attendant	2
Transit Service Person	2
Parking Meter Attendant	5
Clerk	6
Transit Driver	7
Transit Dispatcher	7
Custodian	10
Animal Control Officer	11
Transit Dispatch Coordinator	11
Lab Technician I	11
Maintenance Worker I	11
Equipment Operator I	12
Maintenance Worker II	13
Treatment Plant Operator I	13
Refuse Truck Driver I	13
Cemetery Caretaker	13
Groundskeeper	14
Equipment Operator II	14
Lift Station Operator	15
Athletic Facilities Technician	15
Treatment Plant Mechanic I	15
Treatment Plant Operator II	15
Equipment Operator III	16
Maintenance Repairperson	16
Landscape Gardener	16
Vehicular Mechanic II	
16	
Solids Handling Leadworker	17
Treatment Plant Operator III	17
Lift Station Leadworker	18
Treatment Plant Mechanic II	18
Inspector I	19

* Employees who work a minimum of twenty hours per week on a year round basis shall be covered by this Agreement in accordance with Article 21.

APPENDIX E

Wage Schedule

Effective July 1, 2007

HOURLY

Pay Grade	Step A (Beginning)	Step B (6 Mos.)	Step C (2 Yrs.)
1	13.11	13.48	13.85
2	13.29	13.67	14.04
3	13.48	13.85	14.26
4	13.67	14.08	14.45
5	13.88	14.26	14.70
6	14.08	14.50	14.92
7	14.32	14.74	15.16
8	14.55	14.97	15.44
9	14.78	15.26	15.69
10	15.07	15.51	15.99
11	15.32	15.83	16.30
12	15.62	16.13	16.61
13	15.93	16.42	16.95
14	16.24	16.76	17.31
15	16.58	17.11	17.70
16	16.93	17.50	18.04
17	17.33	17.84	18.41
18	17.67	18.23	18.87
19	18.04	18.67	19.28

A. The wages of part time employees who work less than an average of twenty (20) hours per week are not covered by this contract and are separately determined by the City.

B. Step B - Increase at six (6) months and satisfactory performance.
Step C - Increase at two (2) years and satisfactory performance.

Step increases for part time employees covered under this contract are subject to the provisions of Article 21.

In promotional changes to a classification of higher grade, the employee shall move to Step B of the new pay grade (or to the pay step in the new grade above the one formerly assigned). Employees having two (2) or more years of continuous employment with the Employer and assigned to Step B in a promotional situation, may be considered for