SERGEANT BLUFF/AFSCME (SUPPORT) 06-09

MASTER CONTRACT

NEGOTIATED BETWEEN

CITY OF SERGEANT BLUFF AND

AFSCME, IOWA COUNCIL 61

FOR JULY 1, 2006 - JUNE 30, 2009

CLERICAL

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ARTICLE I
RECOGNITION AND UNION SECURITY

SECTION 1 DEFINITIONS

A. Employer: As used in this Agreement, the term "Employer" shall mean the City of Sergeant Bluff, Iowa.

B. Part-time Employee: As used in this Agreement, a "part-time employee" is one who works at least thirty (30) hours per week year round but less than thirty-eight (38) hours per week year round. Regular part-time employees shall receive benefits in a ratio proportionate to their part-time service.

C. Temporary Employee: As used in this Agreement, a "temporary employee" is one who is hired for a period of one hundred eighty (180) consecutive calendar days, or less.

D. Full-time Employee: As used in this Agreement, a full-time employee is one who works thirty-eight (38) hours per week or more year round.

E. Probationary Employee: As used in this Agreement, a "probationary employee" is a full-time employee who has not yet completed one hundred eighty (180) consecutive days of service to the City of Sergeant Bluff.

F. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement shall be limited to full-time and part-time non-probationary employees.

SECTION 2 DUES CHECK-OFF

A. Deduction Authorized

Upon receipt of a voluntary written individual order therefor from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union, and fees for Union insurance programs.

B. Effective Date

Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

C. Remitting of Dues

The Employer shall within fifteen (15) days from the pay date of such payroll deductions remit the amounts thereof showing the names of employees to AFSCME/Iowa Council 61.

D. Indemnification

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments, including expenses and attorneys' fees incurred in connection therewith, brought or issued against the Employer as a result of any action taken or not taken by the employee or Union under the provisions of this Article.

E. Application to Prior Authorizations

No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.

F. Payment Problems

The Employer shall check off only certified monthly dues for the payroll period involved. If the pay of the employee is insufficient to permit such check-off, such dues shall not be deducted from the current pay period. In such event, it shall be the Union's responsibility to collect these dues from the employee.

If the Employer deducts dues pursuant to the provisions of this Agreement and the Employer has made a duplicate payment to the Union directly, it shall be the responsibility of the employee to collect such duplicate payment from the Union.

G. Termination of Dues

Such orders shall be terminable with written notice to the Employer and the Union either between June 15th and June 30th of the third or last year of each contract or within a two-week period following the anniversary date of the Employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

H. Dues Adjustment

This Local shall be allowed to independently adjust their dues structures to meet local needs.

SECTION 3 BULLETIN BOARDS

The Union shall be allowed to utilize space on existing bulletin boards customarily used for the posting of information to the employees of the City. No political campaign literature or material detrimental to the Employer or the Union shall be posted. This provision shall not apply to bulletin boards customarily used for the posting of notices to citizens of the City of Sergeant Bluff.

ARTICLE II
GRIEVANCE PROCEDURE

SECTION 1 DEFINITION

A grievance shall be a written complaint alleging a violation involving the application and interpretation of provisions of this Agreement.

A "grievant" is the employee or group of employees filing the grievance.

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor (on forms furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved employee shall have the right to a Union Representative appointed by the Union at all steps of the Grievance Procedure.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization.

The employee and/or steward are encouraged during the fourteen (14) calendar day filing period to discuss and attempt to resolve the grievance prior to writing out the grievance. All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of the grievance.

SECTION 2 GRIEVANCE STEPS

STEP 1

Within seven (7) calendar days of receipt of the written grievance from the employee or his/her Union Representative, the supervisor will schedule a meeting with the grievant and the appropriate Union Representative and attempt to resolve the grievance. A written answer will be placed on the grievance by the appropriate supervisor and returned to the employee and his/her Union Representative within seven (7) calendar days from the date of the meeting with the supervisor.

STEP 2

If dissatisfied with the supervisor's answer in Step 1, to be considered further, the grievance must be appealed to the Mayor or his/her designee within seven (7) calendar days from receipt of the answer in Step 1. The Mayor will meet with the grievant and the appropriate Union Representative and attempt to resolve the grievance. A written answer will be placed on the grievance by the Mayor and returned to the employee and his/her Union Representative within seven (7) calendar days from the date of the meeting with the Mayor.

STEP 3

If dissatisfied with the Mayor's answer in Step 2, to be considered further, the grievance must be appealed by regular U.S. mail, local mail, or hand-delivered to the City Council within seven (7) calendar days from receipt of the answer in Step 2. The Council will meet with the grievant and the appropriate Union Representative to discuss and attempt to resolve the grievance. Following this meeting the written decision of the Council will be placed on the grievance and returned to the grievant and his/her Union Representative within thirty (30) calendar days from receipt of the appeal to Step 3.

STEP 4

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration via the Council within thirty (30) calendar days from the date of postmark of the answer in Step 3, or the grievance will be considered ineligible for appeal to arbitration. Third step answers shall be sent by regular U.S. mail, local mail, or hand-delivered. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the third step answers of the parties without prejudice or precedent in the resolution of future grievances. The issue as stated in the third step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing.

In order to be considered timely, a hearing regarding a grievance which is appealed to arbitration via the City Council must be held no later than sixty (60) days from the date the grievance was

appealed to arbitration. If an arbitration hearing is not held within the above mentioned sixty (60) days, the grievance will be considered denied.

For the purpose of selecting an impartial arbitrator, the parties will meet upon request and if unable to agree on an impartial arbitrator, the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a five-member panel of arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, the parties shall request a second panel of arbitrators from the Public Employment Relations Board.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is net reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The arbitrators shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

SECTION 3 TIME LIMITS

Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure will be considered as having been denied and the grievance will be automatically appealed to the next step. Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

SECTION 4 EXCLUSIVE PROCEDURE

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

SECTION 5 EXCLUSION OF GRIEVANT

The aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party the grievance shall be processed in the absence of the aggrieved employee and the Union will be allowed one (1) representatives in pay status.

SECTION 6 RETROACTIVITY

Settlement of grievance may or may not be retroactive as the equities of particular cases may demand, in any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than twenty-four (24) days prior to the date of initiation of the written grievance in Step 1.

ARTICLE III
SENIORITY

SECTION 1 DEFINITIONS

Seniority means an employee's length of continuous service with the Employer since his/her date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a regular full-time or regular part-time position.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

SECTION 2 SENIORITY LISTS

The Employer shall prepare a seniority list as defined in this Article. The lists shall be updated annually and contain each employee's name, classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting.

Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

SECTION 3 LOSS OF SENIORITY

An employee shall lose seniority with the Employer for all purposes if any of the following occur:

1. The employee resigns, retires, or dies.

2. The employee is discharged for just cause.

3. The employee has been laid off and then fails to respond within a period of ten (10) working days after being recalled by certified letter sent to the last known address as shown on the records of the Employer.

4. The employee fails to return within thirty (30) calendar days after being recalled by the Employer.

However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.

ARTICLE IV
LAYOFF PROCEDURE

SECTION 1 CLASSIFICATION

For purposes of staff reduction procedures employees shall be classified as follows: Clerk I., Senior Clerk.

SECTION 2 LAYOFF PROCEDURES

1. If the Employer decides to lay off employees, employees who are probationary, temporary, or part-time shall be laid off before any full-time employees are laid off.

2. If the reduction in staff cannot be accomplished by laying off employees as provided in SECTION 2 #1, employees shall be laid off by classification. Within classifications, employees shall be laid off in order of seniority with the least senior employee being laid off first.

SECTION 3 RECALL PROCEDURES

Employees shall be recalled by classification in reverse order of layoff with the most senior employee in the order of classification being recalled first.

The Employer shall notify the laid off employee of the recall by certified mail to his/her last known address. Within ten (10) working days after mailing of the recall notice, the employee shall report to work. Failure to return to work within ten (10) working days after mailing of recall notice shall cancel an employee's recall rights.

Employees are responsible for supplying the Employer with their current address.

Recall rights shall be limited to two (2) years from the effective date of layoff.

ARTICLE V
HOURS OF WORK

SECTION 1 WORKDAY

The normal workday or shift for employees shall be eight (8) hours, exclusive of a lunch period. With the approval of the City Administrator, employees may work a flexible schedule of hours provided that the adjustment of hours is made within a single workweek.

SECTION 2 LUNCH PERIOD

Employees shall be granted a one (1) hour lunch period without pay scheduled at the approximate middle of the shift. With the approval of their supervisor, employees may take a one-half (½) hour lunch and be dismissed from work one-half (½) hour earlier than their normal dismissal time. It is understood that the selection of a shorter lunch period shall not be a regular practice.

SECTION 3 WORK BREAKS

Employees shall be granted one (1) fifteen (15) minute rest period in the approximate middle of each one-half (½) shift. The "break" time is considered as total time from the duties of the individual.

SECTION 4 OVERTIME

A. Definitions

1. Overtime: Time that an employee works in excess of forty (40) hours per work period.

2. Work Period: A regularly reoccurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.

3. The following items shall be regarded as hours worked for the purpose of computing overtime pay:

   a. Holidays
   b. Vacation
   c. Compensatory Time
   d. Sick Leave

B. Overtime Compensation

Overtime shall be compensated at a premium rate of one and one-half (1½) the employee's base hourly pay for all overtime hours worked. Payment shall be made in cash, or in compensatory time, at the employee's discretion.

1. Compensatory time can only be accumulated to a maximum of forty (40) hours. Any hours over forty (40) hours will be paid out in cash.

2. A request can be made by the employee for a payout in cash of any accumulated compensatory time. There must be at least a two (2) week notice to the City Clerk, and the money will be included in the pay check for the pay period following the two-week notice period.

3. Compensatory time may be carried over into a new fiscal year; however, the maximum amount to be carried over shall be no more than twenty (20) hours. All hours over the twenty (20) hour maximum shall be paid in cash to the employee at the end of the fiscal year.

4. Compensatory time off shall be granted at the request of the employee with the approval of the Supervisor, or his/her designee. Compensatory time off shall be granted at the convenience of the employee whenever possible consistent with the staffing needs of the City.

C. Payment of Compensatory Time Upon Termination

Upon termination of employment, employees who have accrued compensatory time shall be paid for unused compensatory at a rate of compensation not less than:

1) the average regular rate received by the employee during the last three (3) years of the individual's employment, or

2) the final regular rate received by the employee, whichever is higher.

SECTION 5 CALL OUT PAY

Employees will be guaranteed a minimum of two (2) hours of pay at one and one-half (1½) times the employee's regular hourly rate when called out for emergencies, including holidays. This call-out pay will be provided only when the hours of work are not contiguous with the employee's regular hours of work.

SECTION 6 SUPERVISORY WORK

If an employee is assigned to perform the work of a supervisor for eight (8) hours or more, the employee will be paid an additional fifty cents ($0.50) per hour for each hour of supervisory work.

ARTICLE VI
WAGES AND FRINGE BENEFITS

SECTION 1 SALARY SCHEDULE FOR FULL-TIME AND PART-TIME EMPLOYEES

The salary schedule for each classification of full-time and part-time employees is in Schedule A which is attached to and made part of this Agreement. Full-time and part-time employees shall be paid only for hours actually worked unless otherwise provided in this Agreement.

SECTION 2 HEALTH, ACCIDENT AND MAJOR MEDICAL INSURANCE

The City shall pay the full cost of the premium for employee coverage and eighty (80) per cent of the cost of dependent coverage for the health insurance plan denominated as Plan BDJ/QPT. Plan 1 will include preventative medical provisions, a prescription drug card with a three-tier drug co-pay of $10/25/40, a deductible of $1,500 for single coverage and $3,000 for dependent coverage, 80/20% co-insurance in-network and 70/30% co-insurance out-of network, and a maximum out-of-pocket of $3,000 for single coverage and $6,000 for dependent coverage.

The employee will be responsible for the first $300 of covered expenses for the single deductible and will be responsible for the first $600 of covered expenses for the dependent deductible. The employee will be responsible for the first $700 of covered expense for single coverage coinsurance and will be responsible for the first $1,400 of covered expense for dependent coverage coinsurance.

SECTION 3 GROUP LIFE INSURANCE

The Employer will provide all employees with coverage of $10,000 individual group life insurance policy with an accidental death double indemnity feature and with $1,000 basic life for the employee's spouse and dependents. The Employer shall pay the full premium.

SECTION 4 GROUP SHORT-TERM DISABILITY INSURANCE

The Employer will provide all employees with a short-term disability insurance plan. The plan will be the plan provided by Blue Cross/Blue Shield through the Iowa League of Municipalities.

SECTION 5 COVERAGE

Coverage will begin and end at such times as set out in the policies, and an employee and his/her family, if coverage is elected, will be covered only in accordance with and to the extent provided by the terms of the policies.

SECTION 6 SICK LEAVE

A. Uses of Sick Leave

1. Sick leave shall be used for personal illness and injury only. Sick leave will not be allowed if an employee is injured while working for himself/herself or while working for another employer. Sick leave may be used in minimum increments of one (1) hour.

2. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.

3. Employees may use accrued sick leave for the care and necessary attention for an ill or injured spouse and/or child, living in the employee's household who is under eighteen (18) years of age. Only three (3) days of sick leave may be used per contract year for care and necessary attention.

B. Rate of Accumulation

Employees shall earn one (1) day of sick leave for each month of completed service.

C. Maximum Accumulation

Employees shall have the right to accumulate unused sick leave up to a maximum of one hundred twenty (120) working days.

D. Limitations Upon Accumulation

Employees may not earn sick leave during periods when they are absent due to sickness or injury (for one (1) month or longer) or layoff, or when they are on extended unpaid leave of absence.

E. Physician's Statement

The Employer reserves the right to require a physician's statement for any absence due to illness or injury and also reserves the right to request a physician's statement verifying the employee's ability to perform work required.

F. Probationary Employees

Upon successful completion of their probationary period, probationary employees shall be credited with sick leave benefits retroactive to their date of employment in accordance with the accumulation provisions of paragraph B of this Section.

G. Work-Related Injuries

All employees shall be able to use sick leave, vacation, or earned compensatory time for an on-the-job injury. Employees who choose to use sick leave to supplement their worker compensation benefits shall have their sick leave benefits reduced by one-quarter (¼) day for each day on which worker compensation benefits are supplemented.

SECTION 7 FUNERAL LEAVE

With the approval of the employee's supervisor, an employee may be granted up to five (5) consecutive calendar days to attend the funeral of the employee's spouse, child, parent, brother, sister and up to two (2) consecutive calendar days to attend the funeral of the employee's grandparents and the mother, father, brother, sister or grandparents of the employee's spouse. The employee shall receive pay for those days on which he/she was scheduled to work.

SECTION 8 HOLIDAYS

A. Holidays Recognized

1. All employees shall receive the following paid holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Three Personal Days

2. In the initial year of employment, personal days shall be prorated based upon the date of employment. Each employee hired prior to September 1 shall be authorized three (3) personal leave days which shall be taken within the period within the period beginning with their date of hire and ending June 30. Employees hired on or after September 1 but prior to December 1 of the applicable contract year shall be authorized two (2) personal days which shall be taken within the period beginning with their date of hire and ending June 30. Employees hired on or after December 1 but prior to March 1 of the applicable contract year shall be authorized one (1) personal day which shall be taken within the period beginning with their date of hire and ending June 30. Employees hired on or after March 1 but prior to July 1 of the applicable contract year shall not be authorized to take any personal days. After their initial year of employment, each employee shall be authorized three (3) personal days which shall be taken within the period of July 1 to June 30.

   As used in this paragraph, the term "initial year of employment" means the period which begins on the employee's first day of work and which ends on June 30 following the employee's first day of work.

3. Personal days may be taken in one (1) hour increments. Whenever possible, employees will give their supervisor twenty-four (24) hours notice of their use of personal days.

B. Observance of Holidays

The Employer shall designate the day on which the holiday is observed, except that if an aforementioned holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and if an aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.

C. Eligibility for Holiday Pay

In order to be eligible for receiving holiday pay, an employee must report for work or be on approved paid leave of absence on the last scheduled work day before the holiday and on the first scheduled work day after the holiday. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

D. Pay for Holidays

Employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time up to a maximum of eight (8) hours for any one (1) holiday.

E. Holiday Premium Pay

When an employee is required by the Employer to work any of the holidays listed above, the Employer agrees to provide holiday premium pay at the rate of time and one-half (1½) the employee's regular rate in addition to their normal holiday pay for all hours worked between the hours of 12:00 a.m. and 11:59 p.m..

F. Holidays During Vacations

If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's vacation leave.

SECTION 9 VACATIONS

A. Vacation Benefits

Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees after continuous active service pursuant to the following schedules:

1. An employee in the continuous active service of the Employer for one (1) year or more as of the anniversary of his or her most recent date of hire shall be given one (1) week vacation with pay at his or her regular hourly rate. If an employee is employed on or before the fifteenth of the month, he/she shall receive one (1) month's credit for that month. If an employee is employed after the fifteenth of the month, he/she shall receive no credit for that month.

2. An employee in the continuous active service of the Employer for two (2) years or more as of the anniversary of his or her most recent date of hire shall be given two (2) weeks vacation with pay at his or her regular hourly rate.

3. An employee in the continuous active service cf the Employer for eight (8) years or more as of the anniversary of his or her most recent date of hire shall be given three (3) weeks vacation with pay at his or her regular hourly rate.

4. An employee in the continuous active service of the Employer for fifteen (15) years or more as of the anniversary of his or her most recent date of hire shall be given four (4) weeks vacation with pay at his or her regular hourly rate.

B. Limitations

1. No vacation time shall be accrued during a layoff of thirty (30) or more days.

2. The City may require that vacations be taken in five (5) day minimum periods, except that five (5) vacation days earned by an employee may be taken in one (1) day increments.

3. Vacation pay will not be issued before the regular payroll date.

C. Scheduling

Scheduling of vacations shall be at the discretion of the Supervisor, giving consideration to the desires of the employees. The efficient operation of the department shall be the paramount factor in scheduling vacations.

No later than January 15, the Supervisor shall post a form denoting the vacation entitlement for each employee and each employee's seniority date based upon their last date of hire.

Each employee, in order of seniority, shall denote his/her choice of vacation periods by filling in the appropriate blank and then cross his/her name off the top of the seniority list. Each employee shall have fourteen (14) calendar days to make their selection for vacation time. The next ranking employee by seniority shall do likewise until all have denoted their choice. All employees must have made their choice within the fourteen (14) calendar day period or forfeit their seniority rights for the purpose of choosing vacation periods.

The Supervisor shall remove this form on March 15 check the list for compliance with the seniority rights and post by April 15 the vacation schedule for the upcoming year.

Any vacation time requested after March 15th or outside the individual employees fourteen (14) day period shall be granted on a first come first served basis.

Employees should give the Supervisor as much advance notice as possible, prior to the first day of the requested vacation period.

D. Vacation Carry Over

Employees shall be able to carry over into the next employment anniversary year forty (40) hours of vacation earned in the last anniversary year.

E. Vacation Buy Back

Employees shall be allowed to sell back to the City five (5) days of earned vacation leave. The City agrees to buy back the vacation leave at the employee's current rate of pay. Employees will be allowed to sell back this vacation leave anytime during the contract period, July 1 through June 30.

SECTION 10 LONGEVITY

Employees who have been employed for five or more years are eligible for longevity pay. Longevity pay is based upon the number of years of an individual's continuous, uninterrupted employment with the City. Longevity pay will be paid only to current employees who have worked up to their anniversary date and will be paid on the last payday of the month in which the employee's anniversary occurs. The date of the employee's initial hiring at the beginning of his/her most recent period of five or more years of continuous City employment shall be used to determine the employee's anniversary date unless unpaid leave of absence has been used. If an employee has been granted an unpaid leave of absence, the number of days on leave of absence will be deducted from the total length of service. The schedule of annual payments for eligible employees shall be as follows:

2006 - 2007

Year of Service	Annual Longevity Pay
5 to 9 years	$ 200.00
10 to 14 years	$ 300.00
15 to 19 years	$ 400.00
20 or more years	$ 500.00

2007 - 2008

Year of Service	Annual Longevity Pay
5 to 9 years	$ 250.00
10 to 14 years	$ 350.00
15 to 19 years	$ 450.00
20 or more years	$ 550.00

2008 - 2009

Year of Service	Annual Longevity Pay
5 to 9 years	$ 300.00
10 to 14 years	$ 400.00
15 to 19 years	$ 500.00
20 or more years	$ 600.00

SECTION 11 LICENSES AND CERTIFICATES

All licenses and/or certificates required by the employer to conduct the business of the employer, other than an Iowa Driver's License, Type 1, shall be paid for by the employer.

ARTICLE VII
LEAVES OF ABSENCE

SECTION 1 COURT AND JURY DUTY

Any employee who is subpoenaed for jury duty during working hours or subpoenaed to appear in any court or administrative agency proceeding during working hours shall be provided leave for such duty and/or appearances. Any fees or remuneration the employee receives during such leave shall be turned over to the City.

SECTION 2 MILITARY LEAVE

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the Iowa Code and the applicable federal statutes.

SECTION 3 UNPAID LEAVE

With the approval of the employee's supervisor, an employee may be granted up to three (3) calendar days per contract year without pay to attend the funeral of an individual not specified in the funeral leave provision of Article VI or to conduct personal business. It is understood that unpaid leave is subject to the discretion of the employee's supervisor and will not be charged to vacation leave.

SECTION 4 PRE-DETERMINED DISABILITY LEAVE

A. Except as hereafter modified, all policies, rules, and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for pre-determined temporary disability leave. Sick leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties.

B. An employee shall notify the City Clerk as soon as the necessity for taking sick leave becomes known to the employee.

C. Following a pre-determined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such

incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.

The determination of whether and/or when the employee is capable of returning to work following the pre-determined temporary disability shall be made in consultation with the employee, the City Clerk and the employee's physician, and may also be in consultation with a physician of the Employer's own choosing.

SECTION 5 MEDICAL LEAVE OF ABSENCE

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits may be granted an unpaid leave of absence not to exceed ninety (90) calendar days. Upon request of the employee, one extension may be granted for up to 90 days, at the sole discretion of the employer. Such leaves may not be unreasonably withheld. Prior to an Employee exhausting his/her sick leave, the City shall advise the Employee of his/her right to a medical leave of absence without pay.

SECTION 6 FMLA LEAVE

The City agrees to adopt and implement a policy which complies with the Family and Medical Leave Act and agrees to provide leave to employees in accordance with the terms of that policy.

ARTICLE VIII
MISCELLANEOUS

SECTION 1 UNION-MANAGEMENT COMMITTEE

A committee comprised of two (2) representatives of the Union and two (2) representatives of the Employer shall meet at mutually agreeable times to discuss procedures for avoiding future grievances, to review policies and work rules affecting bargaining unit employees, and to submit recommendations concerning health and safety practices in all City departments. In addition, the committee may discuss other issues which would improve the relationship between the parties, it is understood that the committee may not take any action which is final and binding upon the parties.

SECTION 2 EVALUATIONS

All employees shall be given a written evaluation after three (3) months and six (6) months of employment. Thereafter, the employee shall be evaluated once a year.

SECTION 3 ACCESS TO PERSONNEL FILES

Employees shall have the right to inspect their personnel files. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

When any adverse material relating to an employee's conduct, including oral and written reprimands, is placed in that employee's file, it shall be signed by the employee or the employee's refusal to sign shall be noted on the document, and the Employee shall receive a copy of the material prior to its placement in the file. The signature of the employee only indicates acknowledgment that the employee has received a copy of the material and does not indicate the employee's agreement with the contents of the documents.

Access to personnel files shall be limited to authorized management personnel, the employee and a Union representative if so designated in writing by the employee.

Upon previous notification and at the employee's expense, the Employer shall make copies of such files for the employee.

However, in the event of disciplinary action involving a suspension or discharge, the Employer upon request will furnish at no cost a copy of any material contained in the affected employee's personnel file.

ARTICLE IX
HEALTH AND SAFETY

SECTION 1 SAFETY MATTERS

The employer agrees to comply with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration, U.S. Department of Labor, as well as all state and local agencies.

SECTION 2 TOOLS AND EQUIPMENT

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

SECTION 3 PROTECTIVE CLOTHING

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and state regulations.

ARTICLE X
NO STRIKE OR LOCKOUT

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Iowa Code Section 20.12.

No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE XI
GENERAL

Should any Article or Section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and Sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending Article or Section.

In the event the parties fail to agree on provisions for substitute within fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the management's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

ARTICLE XII
DURATION OF AGREEMENT

SECTION 1 DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2006, and shall continue through June 30, 2009.

SECTION 2 SIGNATURE CLAUSE

The parties have agreed to the terms set out above and, therefore, have directed their representatives to sign this Agreement on their behalf on the _____day of _____, 2006.

AFSCME/IOWA COUNCIL 61
LOCAL NO. 3747

By: _____

By: _____

CITY OF SERGEANT BLUFF

By: _____

By: _____

Schedule A-1
Wage Schedule
2006-2007

	Year 1	Year 2	Year 3	Year 4	Year 5
Receptionist	$8.91	$9.08	$9.27	$9.46	$9.64
Clerk I	$12.41	$12.78	$13.00	$13.29	$13.58
Senior Clerk	$13.55	$13.89	$14.11	$14.39	$14.67

Current Employees

Current employees shall be eligible for advancement to the next pay increment on each succeeding July 1.

New Hires

New employees shall be placed in a pay increment at the discretion of the City, provided the new employee does not move in front of any current employee. New Employees shall be eligible for advancement to the next pay increment on their succeeding anniversary date.

Compensation for Iowa Municipal Finance Officers Association
Certified Municipal Clerk

Employees who are Certified as Municipal Clerks by the Iowa Municipal Finance Officers Association shall receive $0.15 per hour in addition to their regular, hourly rate of pay.

Schedule A-2
Wage Schedule
2007-2008

	Year 1	Year 2	Year 3	Year 4	Year 5
Receptionist	$9.18	$9.36	$9.55	$9.74	$9.93
Clerk I	$12.78	$13.17	$13.39	$13.69	$13.98
Senior Clerk	$13.96	$14.31	$14.53	$14.82	$15.12

Current Employees

Current employees shall be eligible for advancement to the next pay increment on each succeeding July 1.

New Hires

New employees shall be placed in a pay increment at the discretion of the City, provided the new employee does not move in front of any current employee. New Employees shall be eligible for advancement to the next pay increment on their succeeding anniversary date.

Compensation for Iowa Municipal Finance Officers Association
Certified Municipal Clerk

Employees who are Certified as Municipal Clerks by the Iowa Municipal Finance Officers Association shall receive $0.20 per hour in addition to their regular, hourly rate of pay.

Schedule A-3
Wage Schedule
2008-2009

	Year 1	Year 2	Year 3	Year 4	Year 5
Receptionist	$9.45	$9.64	$9.83	$10.03	$10.23
Clerk I	$13.17	$13.56	$13.79	$14.10	$14.40
Senior Clerk	$14.38	$14.74	$14.97	$15.26	$15.57

Current Employees

Current employees shall be eligible for advancement to the next pay increment on each succeeding July 1.

New Hires

New employees shall be placed in a pay increment at the discretion of the City, provided the new employee does not move in front of any current employee. New Employees shall be eligible for advancement to the next pay increment on their succeeding anniversary date.

Compensation for Iowa Municipal Finance Officers Association
Certified Municipal Clerk

Employees who are Certified as Municipal Clerks by the Iowa Municipal Finance Officers Association shall receive $0.25 per hour in addition to their regular, hourly rate of pay.