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15 BURLINGTON / AFSCME 03-08

AGREEMENT

BETWEEN

THE CITY OF BURLINGTON, IOWA

AND

LOCAL 828 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2003

THROUGH

JUNE 30, 2008

PREAMBLE

This Agreement entered into by the City of Burlington, Iowa, hereinafter referred to as the employer, and Local 828 affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of grievances; and the creation of employment conditions to enable the City and its employees to serve the public effectively and efficiently by virtue of harmonious relations between the Employer and the Union.

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ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other items within the scope of negotiations for the employees within the bargaining unit, as defined in the Public Employment Relations Board Order of Certification for Local 828 of the American Federation of State, County and Municipal Employees, AFL-CIO.

ARTICLE 2

MANAGEMENT RIGHTS

Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers, and authorities of the Employer as granted to it under the laws of the State of Iowa and the City's Ordinances. No city ordinance shall conflict with the terms of this Agreement. The exercise of these rights, powers, and authorities shall not be in conflict with the terms of this Agreement. These rights, powers, and authorities include, but are not limited to, the rights to direct the work of its employees; to hire, promote, demote, transfer, assign, classify, and retain employees in positions within the City; to discipline, suspend, or discharge employees for proper cause; to relieve employees from duties because of lack of work, funds, or for other legitimate reasons; to determine and implement methods, means, assignments, personnel, work rules, and schedules by which the Employer's operations are to be conducted; to contract for matters relating to municipal operations; to create, change, modify, reorganize, relocate, or discontinue any Employer function, operation, or department; to initiate, prepare, certify and administer the City's budget; and to establish retirement policies.

ARTICLE 3

DEFINITIONS

Section 1 Full-Time Employee

A full-time employee shall be defined as an employee appointed to a position that meets the work arrangements defined in Sections 1 through 6 of ARTICLE 6 HOURS OF WORK. Positions that meet the work arrangements defined in Sections 1 through 6 of ARTICLE 6 HOURS OF WORK shall be known as full-time positions.

A full-time transit employee is an employee who works forty (40) hours or more a week on a regular basis and that has seniority to select and is permanently assigned to a regular run as defined elsewhere herein. For purposes of this Agreement, the term employee shall mean full-time employee and the term position shall mean full-time position.

Section 2 Part-Time Employee

A part-time employee shall be defined as an employee hired on a continuous employment basis with a regular work schedule that normally consists of less than eight (8) hours per day and thirty-two hours per week (1664 hours annually).

A part-time transit employee shall be defined as an employee hired on a continuous employment basis with a regular work schedule that normally consists of less than thirty-two hours per week.

A part-time/extra transit operator shall be defined as an employee hired on a continuous employment basis with no regular work schedule but the number of hours worked normally consists of less than thirty-two (32) hours per week.

The Employer will not significantly change the number of permanent part-time positions for the purpose of replacing all of the hours lost by the elimination of permanent full-time positions. It is understood that an eliminated full-time position will not be replaced by a permanent part-time position or positions consisting of more than 32 hours per week (1664 hours annually).

Section 3 Temporary Employee

A temporary employee shall be defined as an employee hired for seasonal work for a period of less than nine (9) consecutive months or for a particular purpose or project. Special program employees (CETA, PSE, Work Study, WIN and similar employees) shall be considered temporary employees. Employees of the municipal golf course shall be excluded from this Agreement. The Employer shall regulate the conditions of employment, hours of work and rates of pay for temporary employees.

Section 4 Part-time Eligibility

Only full-time employees shall be entitled to all of the benefits provided by this Agreement, except as qualified in Section 5 for probationary employees. This Agreement shall be effective for part-time employees, except the following provisions shall not apply to part-time employees:

Article 6 - Hours of Work
Article 8 - Holidays
Article 10, Section 3 - Paid Leaves
Article 11 – Insurance, 1st paragraph – Section 4
Article 12, Section 1
Article 13 - Longevity
Article 14 - Overtime
Article 15, Section 1 - Call Time
Article 17, Sections 1 - 6 - Seniority et al

Part-time employees, in addition to the access to the Agreement as provided above, shall be entitled to have a normal work schedule posted on applicable departmental bulletin boards. However, in accordance with past practice, the Employer may modify the hours of work of a part-time employee on any given day or days it deems prudent, change normal work schedules and establish reasonable break policies. Part-time employees called to work for hours outside their normal schedule shall be paid for a minimum of three (3) hours work at their regular hourly rate unless those hours overlap with their scheduled hours of work. Part-time employees are subject to the probationary period provided in Section 5. All uniforms, protective clothing, safety equipment and protective devices to be worn or used by part-time employees as required by the Employer will be provided by the Employer at no cost to the Employee, and the cost of maintaining the same shall be borne by the Employer.

Section 5 Probationary Employee

A probationary employee shall be defined as a new employee who has not completed six (6) months of continuous service with the Employer. During such probationary period, the employee may be laid off, disciplined, suspended, or discharged by the Employer without recourse to the grievance procedure set out in this Agreement or to the appeal procedure set out in the Iowa Civil Service Law (Chapter 400 of the 1995 Code of Iowa). The probation period shall be uniform for all employees and shall not be shortened or extended by the Employer.

ARTICLE 4

NON-DISCRIMINATE CLAUSE

The Employer shall not discriminate against any member of the Union or show favoritism to any non-Union employee in the settlement of grievances, job assignments, or work rules.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to mental or physical disability, age, sex, marital status, race, color, creed, national origin, or political affiliation.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of the employees to become members of the Union, or to refuse to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or Employer representatives against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union, or in opposition to the Union, or for any other cause.

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this Agreement.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 5

DUES CHECK-OFF

Section 1 Check-Off Provisions

The Employer agrees to deduct the Union membership initiation fee, assessments, and, each pay period, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer in writing by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union, each Monday after such deductions are made. Termination of payroll deduction of Union dues shall be made only by written request to the Union and Employer by the member, at least thirty (30) days in advance of the desired termination date.

Cards for the authorization for payroll deduction shall be provided by the Union. The pledge on said card shall not conflict with any provisions of this Agreement or any applicable provisions of the State law.

Section 2 Insufficient Pay, Hold Harmless and Overpayment Provisions

The Employer shall have no obligation to deduct or collect initiation fees, assessments, or dues from a Union member whose net pay for a payroll period, after all other deductions, is insufficient to cover the total authorized deductions for that payroll period. The Union shall hold the Employer harmless against any claims or lawsuits instituted or any losses incurred because of the Employer's performance of its obligation under this Article. The Union further agrees to refund to the Employer any amounts paid to the Union in error.

ARTICLE 6

HOURS OF WORK

Section 1 Work Week

a) Regular Work Week

The regular work week shall consist of five (5) consecutive work days in a pre-established work schedule, and shall begin Monday and end Friday.

b) Transit Work Week

A transit employee shall be entitled to two (2) days off per calendar week. The Employer shall determine which days the transit employees shall have off and shall determine the number of employees that can be off in any one (1) day. This paragraph is intended to provide a basis for establishing normal work schedules for transit workers and shall not be construed as a guarantee of hours of work per day or per week.

Section 2 Transit Exceptions

The allowances of Sections 1 a), 3, and 4 of this Article are not applicable to transit employees.

Section 3 Work Day

The regular work day shall consist of a work shift within any twenty-four (24) hours in a pre-established work schedule.

Section 4 Work Shift

The regular work shift shall consist of eight (8) work hours within a pre-established work schedule.

Section 5 Work Hours

The regular work hours for any shift shall be consecutive except that they may be interrupted by a meal period, and may not exceed forty (40) work hours in any one week.

Section 6 Work Schedule

Employees shall continue their hours of work in accordance with past practice, unless changed according to the provisions below. Work schedules showing the employees' shifts, work days, and work hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted at least forty (40) work hours in advance of such change. Where changes are to be made by the Employer (for other than emergency reasons) and where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules. The Union shall have the right to grieve the reasonableness of a change through the grievance procedure.

Section 7 Continuous Operations and Other Exceptions

Employees engaged in continuous operations are defined as those employees working in an activity for which there is regularly scheduled employment for seven (7) days a week and twenty-four (24) hours a day. It is understood that because of the operating needs of some departments, including those with continuous operations, other work arrangements outside of those defined in Section 1 through 5 above are necessary. Employees in such circumstances will continue their hours of work in accordance with past practice, unless changed according to the provisions below.

Where changes are to be made by the Employer (for other than emergency reasons) and where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules. The Union shall have the right to grieve the reasonableness of a change through the grievance procedure.

ARTICLE 7

WORK BREAKS

Section 1 Rest Periods

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

Employees who are required by their immediate supervisor to work a minimum of one (1) hour beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such shift. In addition, they shall be granted the regular rest and meal periods that occur during the shift.

Section 2 Meal Periods

All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of the work shift.

Section 3 Clean-Up Time

Employees shall be granted a personal clean-up period up to fifteen (15) minutes, as needed, prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision; the Employer shall make the appropriate facilities available.

Section 4 Transit Exceptions

The allowances of Sections 1, 2 and 3 of this Article are not applicable to transit employees.

ARTICLE 8

HOLIDAYS

Section 1 Holidays Recognized and Observed

The following days shall be observed as paid holidays:

New Year's Day*
Presidents' Day
Memorial Day*
Independence Day*
Labor Day*
Veterans' Day
Thanksgiving Day*
Friday after Thanksgiving Day
Christmas Day*

*Transit holidays

Additionally, employees, except transit employees, shall be granted either the day before Christmas Day or the day before New Year's Day as a paid holiday. Those employees granted the day before Christmas

Day as a paid holiday shall work the full day before New Year's Day and those employees granted the day before New Year's Day as a paid holiday shall work the full day before Christmas Day.

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 2 Eligibility Requirements

In order to receive holiday pay, an employee shall be required to work his/her regular work day or work shift before and after the holiday unless excused for just cause by the department head.

Section 3 Holiday Pay

Employees who meet the eligibility requirements of Section 2 above and who perform no work on a holiday shall be paid eight (8) times their current hourly rate of pay.

Section 4 Holiday Work

a) Regular Procedure

Any employee called to work on a holiday shall receive the holiday pay for which he/she is eligible plus two (2) times the employee's regular rate of pay for all hours worked within the twenty-four (24) hour period designated as the holiday.

b) Transit Exception

Transit employees who are scheduled to work and who actually work their regular run on a holiday in which bus service is scheduled, shall be granted at the employer's option, a day off with holiday pay, or in lieu of a day off, holiday pay in addition to the pay received for working the holiday. An employee called back to work on a holiday other than a holiday when bus service is scheduled shall receive, in addition to holiday pay, two times his/her regular rate of pay for all hours worked.

ARTICLE 9

VACATIONS

Section 1 Eligibility and Allowances

Full-time employees shall accrue vacation on a monthly basis and vacation may be taken after completion of an employee's first year of continuous service. On the effective date of this Agreement, employees shall begin accruing vacation according to the following schedule and service requirements:

Years of Continuous Service	Annual Vacation Accrual, Stated as a Number of Work Days	Annual Hours Accrual
1 through 5	10	80
6 through 10	15	120
11 through 24	20	160
25 or more	25	200

The maximum vacation that an employee may take at any one time is thirty (30) work days. Exceptions to this limit may be granted in writing by the employee's department head.

Section 2 Vacation Accrual Limit

The maximum number of vacation days to be carried over at the first of every fiscal year is two hundred forty (240) work hours for full-time employees and one hundred twenty (120) hours for part-time employees.

Section 3 Vacation Pay

Vacation pay shall be computed at the straight-time rate of pay applicable to an employee's regular classification during the employee's vacation period.

Upon written request, at least two (2) weeks in advance of vacation an employee shall receive their vacation pay prior to the start of any vacation period of five (5) work days or more provided the vacation was scheduled and approved at least two (2) weeks in advance of vacation.

Section 4 Holiday During Vacation Period

If a holiday occurs during an employee's vacation period, the holiday shall not be charged to the employee's vacation.

Section 5 Choice of Vacation Period

If a department head feels that the nature of the work makes it necessary to limit the number of employees on vacation at any one time, the employee with the greater seniority in that division shall be given his/her choice of vacation period. Otherwise, vacations shall be granted at the time requested by the employee.

Section 6 Work During Vacation Period

Any employee who is requested or required to and does work during his/her scheduled vacation period shall be paid at the rate of one and one-half (1 ½) times his/her regular rate of pay for all hours worked, and shall not receive vacation pay for any calendar day which was scheduled for vacation in which he/she performs work. Instead, the unused portion of the employee's scheduled paid vacation shall be rescheduled to any future period the employee may request.

Section 7 Vacation Rights in Case of Separation

A full-time employee who is separated from the service of the Employer for any reason after one (1) year of continuous service shall be compensated for the unused vacation he/she has accumulated at the time of separation, up to two hundred forty (240) work hours.

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

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

Section 8 Pro-rated Vacation for Regular Part-time and Part-time/Extra Employees

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

ARTICLE 10

LEAVES OF ABSENCE

Section 1 Eligibility Requirements

An employee shall be eligible for leaves of absence after thirty (30) days of continuous service with the Employer with the exception of education leave.

Section 2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time of such requested absence. Any request for a leave of absence shall be answered as soon as possible. An employee shall continue to accrue seniority during any leave of absence granted under the provisions of this Article.

Section 3 Paid Leaves

a) Family Death

In the event of the death of an employee's spouse, parent, step-parent, parent-in-law or child, the employee shall be granted up to five (5) work days leave of absence at the employee's option with full pay to arrange and attend services and other related matters. In the event of the death of the employee's step-child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandparents-in-law, or grandchildren, the employee shall be granted up to three (3) work days leave of absence at the employee's option with full pay to arrange and attend services and other related matters. In the event of the death of an employee's aunt, uncle, niece, or nephew, the employee shall be granted one (1) paid work day charged against the employee's accrued sick leave to arrange and attend services and other related matters.

b) Funeral Leave

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

c) Court and Jury Duty

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

d) Voting Time

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

e) Military Leave

All employees, other than employees employed temporarily for six (6) months or less, who are members of the National Guard, organized reserves or any component part of the military, naval or air forces or nurse corps of this state or nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall be when ordered by proper authority to active state or federal service,

entitled to a leave of absence from their employment with the City of Burlington for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. The employer may make a temporary appointment to fill any vacancy created by such leave of absence, and may require documentation of such military service.

f) Sick Leave

1) Eligibility

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

If an employee is unable to work due to pregnancy, she shall be granted sick leave during the period of her disability. She must present a doctor's certificate verifying when her condition requires her to leave work and when her condition enables her to return to work.

An employee shall start to earn sick leave from their last date of hire and shall be eligible for sick leave after thirty (30) days continuous service with the Employer. An employee shall be granted up to twenty-four (24) paid hours leave of absence charged against accrued sick leave to care for a family member who becomes ill or injured, providing such family member resides in the employee's home and is a dependent of the employee; additional accumulated sick leave hours shall be allowed for this purpose provided approval is given by the department head. Such approval shall not unreasonably be denied.

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

For absences over twenty-four (24) hours, the Employer shall have the right to require proof of illness, injury, or other uses of sick leave. For periods of twenty-four (24) hours or less, the Employer will not normally require proof of injury or illness unless in the judgment of the department head or immediate supervisor, there is a question of legitimate usage. Proof of illness or injury shall include a doctor's certificate or other reasonable verification available to the employee. If a verification is required, such verification shall have the signature of an attending physician or physician's assistant and state the type of illness/condition causing the employee to be unable to perform his/her job duties and the probable length of any temporary disability. If an employee requires leave beyond the amount of accumulated sick leave, he/she shall receive a leave of absence without pay up to six (6) months and/or may use accrued vacation.

2) Accrual

Sick leave shall accrue at the rate of twelve (12) hours per month of continuous service.

3) Accumulation

Any unused portion of sick leave shall accumulate from fiscal year to fiscal year, to a maximum of one thousand four hundred forty (1440) work hours.

4) Incentive - Vacation Accrual

An employee that does not use sick leave during the time period commencing July 1 through December 31 of each fiscal year shall accrue eight (8) hours of vacation leave. An employee that does not use sick leave during the time period of January 1 through June 30 of each fiscal year shall accrue eight (8) hours of vacation leave. The vacation accrual shall be credited within thirty (30) days after the completion of each specified time period.

5) Payment Upon Retirement

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

In lieu of cash payout, employees with 1440 hours sick leave are eligible to convert the monetary equivalent of 240 hours sick leave payout to prepaid insurance premiums. If this option is selected, the first insurance premium shall be deducted for the first month's premium following the employee's date of retirement and deductions shall continue on a monthly basis until the sick leave payout equivalent is depleted.

g) Personal Leave

Employees shall receive sixteen (16) personal leave hours (full-time transit employees: forty-eight (48) personal leave hours) with pay each fiscal year except that employees appointed during the fiscal year shall receive personal leave for the remainder of the fiscal year based on an accrual rate of 1.33 hours per month (full-time transit employees: 4 hours per month) from the date of appointment to the end of the fiscal year in which they were appointed; employees terminating employment shall receive prorated personal leave based on an accrual rate of 1.33 hours per month (full-time transit employees: 4 hours per month) from July 1 of the current fiscal year until the date of employment termination. All personal leave hours must be used each fiscal year or lost. They cannot be accumulated and carried over from fiscal year to fiscal year.

Section 4 Unpaid Leaves

a) General Conditions

Any permanent employee who, for any reasonable purpose, desires to secure leave from his/her regular duties may, with the approval of the Employer, be granted a special leave of absence without pay for a period not to exceed six (6) months. Said leave may be extended for another six (6) months if, in the opinion of the Employer, such leave is justified and providing said leave is requested and approved prior to the expiration date of the initial leave. Any employee desiring a leave of absence without pay shall submit a request in writing stating the reason(s) for the desired leave, the date when their leave should begin, and the approximate date of return to duty. Failure to return to work at the end of the leave shall constitute just cause for dismissal. It is understood that a leave of absence shall not be used for the sole purpose of accepting full-time employment elsewhere, any employee accepting such employment elsewhere shall be terminated. The Employer may require a physical examination before an employee is allowed to return to work after a leave of absence. An employee granted a leave of absence without pay shall, upon completion of said leave, be returned to the same job and the same step within the pay range corresponding to the classification occupied at the time the leave began. During any leave of absence without pay, the employee will continue to accrue seniority but will not accrue or receive any other privileges, benefits, or pay granted by this Agreement. Disposition of all requests for leaves of absence and extensions thereof shall be in writing.

b) Military Service

An employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service as required by law.

c) Education

An employee shall be granted a leave of absence for educational purposes upon completion of one (1) year of continuous service with the Employer upon submission of a written request by the employee and approval by the Employer. Said leave shall be restricted to one (1) employee from each department at any given time. The period of leave shall not exceed one (1) year, but can be extended at the request of the employee providing said extension is presented in writing by the employee and approved by the Employer prior to the expiration of the original leave period.

d) Civic Duty

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

e) Union Business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall be granted a leave of absence upon written request by the Union. The leave of absence shall not exceed two (2) years.

Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence upon written request by the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon written request by the Union.

ARTICLE 11

INSURANCE

The City shall offer as an option, a cafeteria-style benefit program which allows employees to customize their individual benefit package as described in the Plan Document. Premium dollars provided to employees shall be equivalent to the cost of providing Plan III equal to coverage provided by the City/County Health Care Plan in effect on July 1, 2003. As the cost of the Plan III base coverage is adjusted, dollars provided by the Employer shall be adjusted by that amount. Employees may select the following package or design a different package in accordance with the terms and conditions set forth under the Plan:

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

The Employer shall pay the full cost of the single and family premium for Hospital, Medical, Chiropractic Care and Prescription Drug Insurance based on Plan III and Dental Care Insurance. Any change in carrier, coverage, or method of claims handling shall be equal to Summary Plan Description for City/County Health Care Plan, dated, July 1, 2003, on file in the office of the City Finance Director.

Section 2 Life and AD&D Insurance

The Employer shall provide $15,000 in Life Insurance and $15,000 in Accidental Death and Dismemberment Insurance for all employees covered by this Agreement.

Section 3 Medical Insurance - Part-time and Part-time/Extra Employees

The Employer will make available to part-time and part-time/extra employees the opportunity to purchase medical insurance through I.R.S. Section 125 payroll deduction. Said medical insurance premiums shall be paid in full by payroll deduction and must comply with all I.R.S. Section 125 Rules and Regulations. Prior to purchasing said insurance, part-time and part-time/extra employees must meet all of the following eligibility requirements:

1) Employee must have successfully completed six month probationary period;
2) Net wages paid for hours worked must exceed premium amounts by 50 percent per month based on the past six month average;
3) All premiums shall be paid one month in advance of coverage; and
4) Employee must pay first month's premium directly to provider.

The Employer assumes no liability or responsibility for payment of premium or medical benefits purchased by employee.

ARTICLE 12

WAGES

Section 1 Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. The attached wage schedule shall be considered a part of this Agreement. When an employee is permanently promoted or transferred to a position in a higher range, he or she will be placed in the step which provides the same or an increased wage rate.

Section 2 Pay Period

The salaries and wages of employees shall be paid bi-weekly on Friday. In the event payday falls on a holiday, the preceding regular workday shall be payday. It is understood that full-time employees shall be paid one twenty-sixth (1/26) of their annual salary on paydays. In the event twenty-seven pay periods fall in a fiscal year, employees shall receive one twenty-seventh (1/27) of their annual salary on paydays. The first payday for purpose of this schedule shall be July 11, 1997.

Section 3 Shift Differential

In addition to the established wage rates, employees who are assigned to the second shift will receive a shift differential of twenty (20) cents per hour for all hours actually worked. Employees who are assigned to the third shift will receive a shift differential of thirty (30) cents per hour for all hours actually worked.

ARTICLE 13

LONGEVITY

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

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

after five (5) years of continuous service	$300
after ten (10) years of continuous service	$450
after fifteen (15) years of continuous service	$550
after twenty (20) years of continuous service	$750
after twenty-five (25) years of continuous service	$850
after thirty (30) years of continuous service	$950

ARTICLE 14

OVERTIME

Section 1 Rate of Pay

Overtime shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Time and one-half (1 ½) the employee's regular hourly rate of pay shall be paid for all hours worked in excess of the employee's established work day, work shift, or work week, including before or after an employee's regularly scheduled work day or work shift.

When the total number of hours worked exceeds twelve (12) in the employee's workday, or fifty (50) hours per calendar week, two (2) times the employee's regular hourly rate of pay shall be paid for all overtime hours worked, except for overtime work performed during emergencies which shall be paid at time and one-half (1 ½). Emergencies include but are not limited to "snow emergencies"; floods; and severe, damage-causing storms.

An employee's regular hourly rate for purposes of this Section is calculated by dividing the employee's annual salary plus longevity by 2080 hours.

Section 2 Holiday and Paid Leave for Computing Overtime

All holidays and paid leave time shall be considered time worked for the purpose of computing regular overtime; however, holidays and paid leave time shall not be considered time worked for the purpose of computing overtime for hours worked in excess of twelve (12) hours in the employee's workday, or fifty (50) hours per calendar week.

Section 3 Overtime Distribution

When overtime work is required, it shall be approved in advance by the employee's immediate supervisor, and it shall be equalized over each fiscal year as nearly as practical among employees holding the same job classification and working within a single department. In assigning overtime, the person with the necessary qualifications and abilities and with the least number of overtime hours in the job classification in a single department will be offered the work first. If this employee does not accept the assignment or cannot be contacted, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment if they can be contacted. This procedure shall be followed until the required employee(s) has/have been selected for the overtime work. In the event that no one wants the overtime offered, the least senior employee(s) will be required to respond.

An employee who has been working on a specific job or who is performing a specific project may be assigned overtime beyond his/her regular work shift or be called back regardless of overtime hours to their credit.

For the purpose of this Section, the employee(s) who could not be contacted or who chose not

to work the overtime being offered (excluding employees on vacation or on leave of absence) will be credited with the average number of overtime hours worked by employees during that period. A chart showing the overtime hours credited to each employee shall be maintained by the employee's immediate supervisor. This overtime chart shall be kept current and may be replaced monthly, but when it is, the accumulated number of overtime hours to each employee's credit will be carried forward to the chart next posted. On July 1 of each year, a new accumulation of overtime hours shall be started for each person covered by this Agreement. A new hire or a transferred, promoted or demoted employee shall be credited with the highest number of overtime hours of the equalization group which he/she enters.

ARTICLE 15

MINIMUM TIME PAY ALLOWANCES

Section 1 Call time

If the call time work assignment and the employee's regular shift overlap, the employee shall be paid at the rate of one and one-half (1 ½) times his/her regular hourly rate only until the employee's regular work shift is scheduled to begin.

a) Regular Procedure

Any employee called to work outside of his/her regularly scheduled shift one time or two times within each twenty-four (24) hour period, beginning at midnight, shall be paid for a minimum of three (3) hours work at the rate of time and one-half (1 ½). All hours worked in excess of three hours shall be at the overtime rate. Each additional call-out or pair of call-outs within the same twenty-four (24) hour period shall be paid for a minimum of three (3) hours work at the rate of time and one-half.

b) Holiday Procedure

Any employee called to work outside of his/her regularly scheduled shift one time or two times within each twenty-four (24) hour period, beginning at midnight of a designated holiday, shall be paid for a minimum of three (3) hours work at the rate of two (2) times the employee's regular rate of pay. All hours worked in excess of three hours shall be at the holiday overtime rate. Each additional call-out or pair of call-outs within the twenty-four (24) hour period designated as a holiday shall be paid for a minimum of three (3) hours work at the rate of two (2) times the employee's regular rate of pay.

c) Transit Exception

Employees called to work outside of their regular run shall be paid a minimum of two (2) hours pay at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

Section 2 Standby

When an employee is designated to standby (being at a place designated by the employee where the employee has access to a telephone), the employee shall be paid two (2) hours overtime for every twenty-four (24) hour period whether the employee works or not. Employees on standby who are called to work shall be paid according to the call time provisions of Section 1 above in addition to standby pay.

ARTICLE 16

HEALTH AND SAFETY

Section 1 Uniforms and Protective Clothing

All uniforms, protective clothing, safety equipment and protective devices to be worn or used by employees as required by the Employer and which are currently provided by the Employer will continue to

be provided by the Employer at no cost to the employee. The cost of maintaining the same shall be borne by the Employer.

Section 2 Safety Committee

A Safety Committee comprised of Union and Management personnel shall be established no later than the effective date of this Agreement. The Employer shall appoint two (2) employees - one (1) from Engineering and one (1) from the Fire Department. The Union shall appoint two (2) employees who are knowledgeable and interested in the area of safety. This Committee shall meet at least quarterly to discuss health and safety conditions and shall make reports and recommendations on its findings to the Employer. The Employer shall take appropriate action on the Committee's reports and recommendations, whenever possible. Names of Safety Committee members shall be posted in all work areas and kept current. Employees shall bring all unsafe practices, equipment and health and safety conditions to the immediate attention of members of the Committee. Any committee member may cause a meeting to be called in an emergency situation.

Section 3 Tools and Equipment

Automotive mechanics who are required to work with tools in the performance of their duties shall furnish said tools in sufficient quantity. A proper inventory of personal tools shall be kept current with the Department Head. In the event a tool becomes broken or worn out on the job, the employee shall first attempt to replace the broken or worn out tool through warranties or guarantees provided by the manufacturer or dealer of said tool or through the tool insurance policy provided by the Employer. Employees will be allowed to replace broken or worn out tools during working hours and during a time period designated by the Employer. If the broken or worn out tool cannot be replaced in the above manner, and if the employee has prepared and submitted to the Department Head a current tool inventory, the Employer will replace said tool, except that the Employer will not replace any tool broken or worn out on the job due to improper use or negligence. All broken or worn out tools become the property of the Employer when replaced by the Employer.

The Employer shall provide up to two dollars ($2.00) per one hundred dollars ($100.00) of appraised evaluation of personal tools which said mechanics use in the performance of their duties for the Employer. Said allowance is provided only to assist said mechanics in purchasing insurance for such tools. The Employer shall pay this allowance in one lump sum at the beginning of each fiscal year upon proof that the mechanic has such a tool insurance policy and upon the production of the appraisal of their tools used by the mechanic's insurance company to compute premium costs.

Common and specialized tools and equipment presently provided by the Employer for use by all employees shall be furnished and when necessary, replaced by the Employer and shall remain the property of the Employer.

ARTICLE 17

EMPLOYMENT - SENIORITY

Section 1 Seniority

There shall be two types of seniority:

a) departmental seniority

b) unit-wide seniority

Departmental seniority shall relate to the time an employee has been continuously employed by a department in a permanent full-time position.

Unit-wide seniority shall relate to the time an employee has been continuously employed within the bargaining unit.

New employees shall be added to the seniority list thirty (30) days after their date of hire. The Employer shall post on all Union bulletin boards, a current seniority list showing the continuous service of each employee. A copy of the seniority list shall be forwarded to the Union when it is posted.

When an employee is laid off, he/she shall continue to accumulate seniority for a period of two (2) years for rehire in a position for which the employee meets the desired qualifications.

Seniority of any employee shall be terminated for any of the following reasons:

a) discharge for just cause;
b) retirement;
c) voluntary resignation
d) failure to return to work as required when recalled after a layoff; or
e) being laid off for two (2) years without being recalled.

When an employee is laid off or discharged, the employee shall collect his/her wages owed through the last work day within two (2) work days after termination.

Section 2 Transfer Procedure

When an opening occurs in a position within the bargaining unit, other than a temporary opening in a position within the bargaining unit, the Personnel Director shall post, if the position is approved for filling by the Employer, for a period of five (5) work days, known as the posting period, the requirements for the position and notification that an opening exists. Said posting shall be done in all departments within the bargaining unit. Employees, including those on lay-off, shall apply for the position in writing to the Employer within the posting period. The Employer shall process all applications and shall fill the position by transferring the most qualified employee applicant within the department in which the opening occurs only if the employee applicant meets the requirements established for the position. If the required qualifications, including skills, abilities, education and experience, of the applicants are relatively equal, the employee applicant with the greatest seniority shall be offered the position first. If no one within the department in which the opening occurs meets the requirements established for the position, the Employer shall fill the position by transferring the most qualified employee applicant within the bargaining unit only if the employee applicant meets the requirements established for the position. If the required qualifications, including skills, abilities, education and experience, of the applicants are relatively equal, the employee applicant with the greatest seniority shall be offered the position. If it should become necessary to transfer an employee with less seniority, the Employer shall notify the Union of such action and the reason for denial shall be given to the senior applicant upon request by the employee. The employee transferred shall be granted a thirty (30) day trial period to determine (1) his/her ability to perform the job; and (2) his/her desire to remain on the job. During the trial period, the employee shall have the opportunity to transfer back to his/her former position. If, in the opinion of the Employer, the employee is unsatisfactory in the new position, the employee shall be transferred back to his/her former position. If the employee satisfactorily completes the thirty (30) day trial period, he/she shall be appointed permanently to that position. The trial period may be extended for up to six (6) months upon mutual agreement of the employee and the Employer. An employee may be eligible to bid for a preferred shift in this same manner.

Section 3 Transit Vacancies

a) Permanent Vacancies

In the event a permanent vacancy occurs in regular run more than six (6) weeks prior to the next scheduled assignment date, all employees of less seniority than the employee creating such vacancy may exercise their seniority in bidding on the run.

b) Temporary Vacancies

When known vacancies of six (6) weeks or more occur, such runs will be considered temporary vacancies. Such runs shall be posted on the Board for bid and the bidding period shall remain open for three (3) days. The employee with the most seniority applying for the vacancy shall be assigned to said vacancy. The employee taking such vacancy shall be returned to the regular run he/she vacated at the end of the temporary assignment, providing such assignment has not lost its identity. In such an event, the employee shall be entitled to exercise his/her seniority in displacing an employee with less seniority assigned to a regular run.

c) Regular Operator Vacancies

Nothing in this Section requires the Employer to hire additional regular operators when vacancies occur.

Section 4 Temporary Openings

The Employer may assign employees to temporary openings in positions within the bargaining unit. In the event the employee's pay schedule is equal or higher than that of the temporarily assigned duties, the employee's pay shall remain the same. In the event the employee's pay schedule is lower than the pay schedule of the temporarily assigned duties, and the employee assumes these duties for a period in excess of four (4) consecutive work hours, exclusive of breaks, meal periods or time performing incidental work of a lower classification, within one (1) pay period, the employee shall be advanced to his/her current pay step in the new pay range for the duration of the temporary assignment.

If the temporary opening assignment exceeds thirty (30) work days, it shall be filled by posting and transfer in the same manner as set forth in Section 2. The filling of a temporary opening in this manner shall be shown as a temporary transfer and its posting shall designate such fact and indicate the estimated length (in excess of 30 work days) of the temporary transfer. A temporary transfer shall terminate upon the return of the employee originally leaving the position or at such time as it is determined by the Employer that the original employee will not return, resulting in either the existence of a permanent opening or the elimination of the position.

Section 5 Resignation

In the event an employee decides to resign, the employee shall give written notice to the Employer, through the department head, at least two (2) weeks in advance, whenever possible.

Section 6 Layoff*

If the Employer decides to layoff employees in a department for any reason, employees with the least seniority in the department shall be laid off first providing the remaining employees can qualify to perform the work. In the event the Employer decides to layoff any employees, the Employer shall give written notice thereof to such employees at least two (2) weeks in advance of such layoff. Employees given notice of layoff shall choose any one of the three options provided for in paragraphs a), b) and c) below:

a) The employee may take layoff, and thereby will become eligible for recall under the provisions of Section 7 of this Article.

b) If a job vacancy exists in a position within the bargaining unit and if the employee has the qualifications for entry into such a job vacancy, he/she may transfer to such position and will be afforded a thirty (30) day trial period to prove his/her ability to perform the work under normal supervision and instruction; or

c) The employee shall have the option to utilize unit-wide seniority to bump to another position within the bargaining unit providing he/she has the desired qualifications to assume the position. Upon such transfer, the employee will be afforded a thirty (30) day trial period to prove his/her ability to perform the work under normal supervision and instruction.

*See Addendum D for replacement

Section 7 Recall From Layoff

In recalling personnel from layoff, the following procedure shall be followed:

a) Employees shall be recalled according to their unit-wide seniority.

b) The Employer will attempt to notify each person to be recalled to report for work by certified U.S. Mail (return receipt requested). Such letter shall be directed to the last known address of such person, and a copy thereof shall be furnished to the Union. By so doing, the Employer shall have discharged its obligation under this Section. Employees who are laid off must keep the Employer and the Union supplied with their correct up-to-date mailing address or risk forfeiture of their seniority and recall rights.

c) Persons so notified to report for work shall report for work within ten (10) days after the date the certified letter was mailed or shall be terminated and lose all seniority rights under this Agreement.

d) Employees shall be recalled only to their last-held position within the department from which they were laid off, unless they have the desired qualifications for another position within the bargaining unit. If an employee is recalled to such a new position, they will be afforded a thirty (30) day trial period to prove his/her ability to perform the work under normal supervision and instruction.

e) No new employees shall be hired for any position within the bargaining unit in a department in which there are employees on layoff, unless none of the employees on layoff qualify for a position vacancy within the department.

f) Employees shall lose all recall and seniority rights after being on layoff for a period of two (2) years without being recalled or without being recalled to a position in which they successfully completed the trial period.

Section 8 Discipline, Suspension and Discharge

An orderly system of discipline shall begin with a written warning from the supervisor to the employee. The employee and the supervisor shall acknowledge the issuance of such written warning with their signatures, recognizing, however, that the employee's signature does not in any way constitute an admission of guilt to any wrong doings which may be alleged in said warning. Such warnings, whenever possible, shall be made in private. If a warning does not achieve the desired results, a suspension of from one (1) to not more than six (6) work days without pay may be levied against the employee for a second violation. If the suspension does not achieve the desired results, a second suspension of ten (10) work days without pay may be levied against the employee. The employee and his/her steward will be notified in writing that the employee has been suspended and is subject to discharge. Outright discharge for repeated violations or a single major violation may be levied. The employee shall have the right to appeal all written warnings, suspensions, or discharge through the grievance procedure. If the Employer has reason to reprimand an employee, whenever possible, it shall be done in a manner that will not embarrass the employee before other employees or the public. No employee shall be discharged without just cause.

Any employee found by the grievance procedure to have wrongfully been suspended or discharged shall be reinstated without loss of pay for the term of the suspension or the duration of the discharge. No employee shall be made to suffer loss of seniority or fringe benefits for a wrongful suspension or discharge if so ascertained. However, no employee shall be eligible to have his or her grievance relating to a suspension or discharge processed through Step IV (arbitration) of the grievance procedure if he or she exercises his or her right to appeal the suspension or discharge to the Civil Service Commission (Chapter 400 of the 1995 Code of Iowa).

Any employee appealing suspension or written warning shall do so in writing within five (5) work days from the beginning hour of such written warning or suspension. Any employee appealing discharge shall do so in writing within five (5) work days from the notice of discharge.

ARTICLE 18

GRIEVANCES

Section 1 Definition

A grievance shall be defined as a dispute or disagreement raised by an employee against the Employer involving the interpretation or application of any specific provision of the Agreement. Employees may consult with the union steward prior to the filing of a grievance, and may have representation at any step of the procedure. Any individual employee shall have the right at any time to present his or her grievance, but no action shall be taken on any grievance without first notifying an officer of the Union. Grievances, as herein defined, shall be processed in the manner prescribed in Section 2.

Section 2 Grievance and Arbitration Procedure

Step I

The Union Steward with or without the employee, at the employee's option, shall take up the grievance in writing (copy to Personnel Director) with the employee's immediate supervisor within five (5) work days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond in writing to the steward and the employee within five (5) work days.

Step II

If the answer is not satisfactory to the employee, the matter shall be presented in writing by the union steward and the employee to the department head within five (5) work days after the date of the supervisor's response. The department head shall respond to the union steward and the employee in writing within five (5) work days.

Step III

If the grievance still remains unadjusted, it shall be presented by the union steward and the employee to the Personnel Director in writing within five (5) work days after the response of the department head. The Personnel Director shall respond in writing to the union steward and the employee (with a copy of the response to the local union president) within five (5) work days.

Step IV

If the grievance is still unsettled, the Union and aggrieved employee may, within five (5) work days after the date of the reply of the Personnel Director, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within five (5) work days after the notice requesting arbitration has been given. If the parties fail to select an arbitrator, the Public Employee Relations Board (PERB) shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator, within the scope of his/her authority, shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision with ten (10) work days after the conclusion of testimony and argument.

The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement, nor shall he or she have authority to render any decision which conflicts with any law, ruling, or regulation issued by a court of competent jurisdiction, nor to imply any obligation on the Employer which is not specifically set forth in this Agreement.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Union and the Employer. However, each party shall be responsible for compensation to its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 3 Time Limitations

Failure by an employee or union steward to comply with any time limitation shall constitute a withdrawal of the grievance. If a grievance is not timely answered by the Employer, it may be automatically advanced to the next step.

It is understood that the "work days" referred to in the time limitations throughout Section 2 above refer to the workdays of the individual on whom the obligation to act or respond falls. Such work days are exclusive of vacations, holidays and leaves of absences.

Section 4 Orderly Resolution

Should any grievance arise between the Employer and any employee, there shall be no interruption of work, and every effort shall be made to settle the grievance as soon as possible.

No employee, officer or steward shall be made to suffer loss of pay in the normal procession of grievances under the provisions of this Agreement, except where the employee is suspended or discharged. In the latter case, if the employee is reinstated, he/she shall not suffer any loss of pay or longevity.

Section 5 Union-Management Committee

Employees selected by the Union to act as union representatives shall be known as "stewards". The names of employees selected as stewards shall be certified in writing to the Employer by the local Union, and the individuals so certified shall constitute the Union-Management Committee.

The Employer shall meet with the Union-Management Committee no more than once each month providing an agenda has been prepared prior to the meeting. More meetings could be held if mutually agreed to by the Union and the Employer.

All Union-Management Committee meetings will be held for the purpose of discussing with the Employer issues which would improve the relationship between the parties.

Section 6 Processing Grievances During Working Hours

The grievant and the steward or designee assigned to a grievance may investigate and process said grievance during working hours without loss of pay.

ARTICLE 19

STRIKES AND LOCKOUTS

Section 1 Strikes

Neither the Union nor its officers or agents will directly or indirectly induce, instigate, encourage, authorize, ratify or participate in a strike against the Employer.

Section 2 Lock-Outs

No lock-out of employees shall be instituted by the Employer.

ARTICLE 20

GENERAL PROVISIONS

Section 1 Union Bulletin Boards

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 2 Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union representatives shall be allowed to transmit communications authorized by the local Union or its officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

Section 3 Visits by Union Representatives

The Employer agrees that accredited representatives, not to exceed two (2) at any one time, of the American Federation of State, County and Municipal Employees, whether local union representatives, district council representatives, or international representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business provided reasonable notice be given to the Employer of the pending visit. It is understood that there shall be no interruption or interference with the Employer's operations and the visiting agent or agents shall adhere to all of the Employer's safety and security procedures.

Section 4 Work Rules

The Employer agrees to inform the Union of existing work rules and of the establishment of new work rules affecting the working conditions of the employees within the bargaining unit.

The Employer will not establish work rules which are in conflict with the terms of this Agreement. All work rules will be posted forty (40) work hours before they become effective, except in cases of emergency.

Section 5 In-Service Training

All required in-service training shall be at the expense of the Employer and shall take place during regular working hours whenever possible.

Section 6 Personnel Files

Employees shall have free access to their personnel files. Any subject matter submitted by the Employer to the employee's personnel file which could be detrimental to the employee's future promotion, transfer, present or future employment, shall be served upon the employee in writing.

Section 7 Physicals

All physicals required by the Employer shall be provided at no cost to the employee.

Section 8 Miss-outs and Assignment of Runs (applicable only to Transit workers)

a) Miss-outs

An employee who fails to report for work without notifying the Director of Public Works or his/her designee at least one (1) hour in advance of when he/she is scheduled to report for work shall be charged with a "miss-out".

All employees shall receive the same penalty for "miss-outs".

For the first "miss-out" within any thirty (30) day period, an employee shall serve one (1) work day at the bottom of the extra list.

For the second "miss-out" within any thirty (30) day period, an employee shall serve one (1) work day at the bottom of the extra list.

For the third "miss-out" within any thirty (30) day period, the employee shall be subject to dismissal or any other disciplinary action the Employer deems appropriate.

Employees disciplined under this section will not be subject to discipline under Article 17, Section 8.

A regular run is a day's work selected by a regular operator in accordance with his/her seniority and assigned to him/her for an extended period whenever there is a selection and assignment of regular runs.

Regular runs shall be selected according to seniority. Regular runs shall be posted at least five (5) days before they go into effect and run selections and assignments must be completed at least two (2) days before going into effect. The effective date of scheduled run assignments shall be March 1st and September 1st; however, run assignment may be posted more often if deemed necessary by the Employer.

When, in the judgment of the Director of Public Works or his/her designee, an employee is not capable of handling a run selected by him/her, but is capable of handling another run which his/her seniority would entitle him/her to select, the Director of Public Works or his/her designee, shall have the right to make a change. However, in such an event, the Employer will discuss the matter with the Executive Committee of the Union.

b) Excuse from Rotation

The parties may agree to excuse individual part-time transit operators or part-time/extra transit operators from the rotation for a period of up to one year. This may be renewed if both parties agree.

ARTICLE 21

SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section, or portion thereof declared null and void in the decision and the remainder of this Agreement shall remain in full force and effect; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 22

ENTIRE AGREEMENT AND WAIVER CLAUSE

This Agreement supersedes and cancels all previous agreements and practices between the Employer and the Union, and constitutes the entire agreement between the parties, and concludes collective

bargaining for its term. This contract may be reopened for the reconsideration of specific Articles and/or Sections only upon written mutual agreement of the parties at anytime during the term of this Agreement.

ARTICLE 23

DURATION AND NEGOTIATIONS

Section 1 Contract Period

This Agreement shall be effective as of the first (1st) day of July, 2003, and shall remain in full force and effect through the thirtieth (30th) day of June, 2008; however, the parties mutually agree to reopen Article 11 INSURANCE if the cumulative total health care cost to the Employer exceeds forty-five percent (45%) during the first three years of this contract. If Article 11 INSURANCE is reopened due to the aforementioned increase in health care costs, the Union and the Employer agree to negotiate health care coverage changes that result in at least a five percent (5%) health care cost savings to the Employer for the remaining two years of this contract. Negotiations for a succeeding Agreement to become effective starting on July 1, 2008, shall begin after August 31, 2007, but not later than September 30, 2007.

Section 2 Impasse Procedures

In the event the parties are unable to voluntarily negotiate a new collective bargaining agreement (including reopened provisions), the impasse procedures attached to this Agreement and marked Addendum C may be invoked by either party pursuant to Chapter 20 of the Code of Iowa.

ARTICLE 24

SIGNATURES

The Employer shall provide copies of this Agreement to all employees within the bargaining unit no later than the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 6th day of January, 2003.

THE CITY OF BURLINGTON, IOWA

By _____
Timothy E. Scott, Mayor

LOCAL 828, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

By _____
Sherri Riney, President

ATTEST:

_____
Kathleen P. Salisbury, City Clerk

ADDENDUM A
AFSCME HOURLY WAGE SCHEDULE
EFFECTIVE JULY 1, 2003

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 11.18	$ 11.70	$ 12.24
2	Clerk Typist	$ 11.44	$ 12.01	$ 12.55
3	Laborer I	$ 11.73	$ 12.33	$ 12.95
4	Receptionist/Marketing Associate Stenographer	$ 12.07	$ 12.71	$ 13.34
5	VACANT	$ 12.41	$ 13.07	$ 13.72
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 12.75	$ 13.45	$ 14.13
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 13.12	$ 13.85	$ 14.60
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 13.48	$ 14.27	$ 15.02
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 13.95	$ 14.74	$ 15.51
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 14.33	$ 15.18	$ 16.03
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 14.82	$ 15.68	$ 16.54
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 15.26	$ 16.18	$ 17.09
13*	Automotive Mechanic II	$ 15.41	$ 16.33	$ 17.24
14	Electrician Engineering Technician II	$ 15.75	$ 16.70	$ 17.69
15	Lead Mechanic Property Maintenance Leadperson	$ 16.33	$ 17.29	$ 18.28

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

ADDENDUM A
AFSCME BIWEEKLY WAGE SCHEDULE
EFFECTIVE JULY 1, 2003

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 894.04	$ 936.06	$ 978.91
2	Clerk Typist	$ 915.46	$ 960.78	$ 1,003.63
3	Laborer I	$ 938.54	$ 986.33	$ 1,035.77
4	Receptionist/Marketing Associate Stenographer	$ 965.73	$ 1,016.82	$ 1,067.08
5	VACANT	$ 992.92	$ 1,045.66	$ 1,097.57
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 1,020.11	$ 1,076.14	$ 1,130.53
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 1,049.78	$ 1,108.28	$ 1,167.61
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 1,078.62	$ 1,141.24	$ 1,201.39
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 1,115.70	$ 1,179.14	$ 1,240.94
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 1,146.18	$ 1,214.58	$ 1,282.14
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 1,185.74	$ 1,254.13	$ 1,323.34
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 1,221.17	$ 1,294.50	$ 1,367.02
13*	Automotive Mechanic II	$ 1,233.17	$ 1,306.50	$ 1,379.02
14	Electrician Engineering Technician II	$ 1,259.90	$ 1,335.70	$ 1,414.81
15	Lead Mechanic Property Maintenance Leadperson	$ 1,306.04	$ 1,383.50	$ 1,462.60

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

[illegible] compensated at Range 12 plus 15 cents per hour.

ADDENDUM A
AFSCME ANNUAL WAGE SCHEDULE
EFFECTIVE JULY 1, 2003

Range	Position	ANNUAL SALARY Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 23,245.04	$ 24,337.66	$ 25,451.71
2	Clerk Typist	$ 23,802.06	$ 24,980.38	$ 26,094.43
3	Laborer I	$ 24,401.94	$ 25,644.53	$ 26,929.97
4	Receptionist/Marketing Associate Stenographer	$ 25,108.93	$ 26,437.22	$ 27,744.08
5	VACANT	$ 25,815.92	$ 27,187.06	$ 28,536.77
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 26,522.91	$ 27,979.74	$ 29,393.73
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 27,294.18	$ 28,815.28	$ 30,357.81
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 28,044.02	$ 29,672.24	$ 31,236.19
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 29,008.10	$ 30,657.74	$ 32,264.54
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 29,800.78	$ 31,578.98	$ 33,335.74
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 30,829.14	$ 32,607.33	$ 34,406.94
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 31,750.37	$ 33,657.10	$ 35,542.42
13*	Automotive Mechanic II	$ 32,062.37	$ 33,969.10	$ 35,854.42
14	Electrician Engineering Technician II	$ 32,757.30	$ 34,728.30	$ 36,785.01
15	Lead Mechanic Property Maintenance Leadperson	$ 33,957.04	$ 35,970.90	$ 38,027.60

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

ADDENDUM A
AFSCME HOURLY WAGE SCHEDULE
EFFECTIVE JULY 1, 2004

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 11.51	$ 12.05	$ 12.60
2	Clerk Typist	$ 11.79	$ 12.37	$ 12.92
3	Laborer I	$ 12.08	$ 12.70	$ 13.34
4	Receptionist/Marketing Associate Stenographer	$ 12.43	$ 13.09	$ 13.74
5	VACANT	$ 12.78	$ 13.46	$ 14.13
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 13.13	$ 13.86	$ 14.56
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 13.52	$ 14.27	$ 15.03
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 13.89	$ 14.69	$ 15.47
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 14.36	$ 15.18	$ 15.98
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 14.76	$ 15.64	$ 16.51
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 15.27	$ 16.15	$ 17.04
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 15.72	$ 16.67	$ 17.60
13*	Automotive Mechanic II	$ 15.87	$ 16.82	$ 17.75
14	Electrician Engineering Technician II	$ 16.22	$ 17.20	$ 18.22
15	Lead Mechanic Property Maintenance Leadperson	$ 16.82	$ 17.81	$ 18.83

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

ADDENDUM A
AFSCME BIWEEKLY WAGE SCHEDULE
EFFECTIVE JULY 1, 2004

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 920.86	$ 964.15	$ 1,008.28
2	Clerk Typist	$ 942.93	$ 989.61	$ 1,033.74
3	Laborer I	$ 966.69	$ 1,015.92	$ 1,066.84
4	Receptionist/Marketing Associate Stenographer	$ 994.70	$ 1,047.32	$ 1,099.09
5	VACANT	$ 1,022.71	$ 1,077.03	$ 1,130.50
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 1,050.72	$ 1,108.43	$ 1,164.44
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 1,081.27	$ 1,141.53	$ 1,202.64
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 1,110.97	$ 1,175.48	$ 1,237.43
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 1,149.17	$ 1,214.52	$ 1,278.17
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 1,180.57	$ 1,251.01	$ 1,320.61
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 1,221.31	$ 1,291.75	$ 1,363.04
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 1,257.80	$ 1,333.34	$ 1,408.03
13*	Automotive Mechanic II	$ 1,269.80	$ 1,345.34	$ 1,420.03
14	Electrician Engineering Technician II	$ 1,297.69	$ 1,375.78	$ 1,457.25
15	Lead Mechanic Property Maintenance Leadperson	$ 1,306.04	$ 1,383.50	$ 1,462.60

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

ADDENDUM A
AFSCME ANNUAL WAGE SCHEDULE
EFFECTIVE JULY 1, 2004

Range	Position	ANNUAL SALARY Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 23,942.39	$ 25,067.79	$ 26,215.26
2	Clerk Typist	$ 24,516.13	$ 25,729.80	$ 26,877.26
3	Laborer I	$ 25,133.99	$ 26,413.86	$ 27,737.87
4	Receptionist/Marketing Associate Stenographer	$ 25,862.20	$ 27,230.33	$ 28,576.40
5	VACANT	$ 26,590.40	$ 28,002.67	$ 29,392.87
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 27,318.60	$ 28,819.14	$ 30,275.54
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 28,113.00	$ 29,679.74	$ 31,268.54
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 28,885.34	$ 30,562.41	$ 32,173.28
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 29,878.34	$ 31,577.48	$ 33,232.48
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 30,694.81	$ 32,526.35	$ 34,335.82
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 31,754.01	$ 33,585.55	$ 35,439.15
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 32,702.88	$ 34,666.82	$ 36,608.69
13*	Automotive Mechanic II	$ 33,014.88	$ 34,978.82	$ 36,920.69
14	Electrician Engineering Technician II	$ 33,740.01	$ 35,770.15	$ 37,888.56
15	Lead Mechanic Property Maintenance Leadperson	$ 34,975.75	$ 37,050.02	$ 39,168.43

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

ADDENDUM A
AFSCME HOURLY WAGE SCHEDULE
EFFECTIVE JULY 1, 2005

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 11.86	$ 12.41	$ 12.98
2	Clerk Typist	$ 12.14	$ 12.74	$ 13.31
3	Laborer I	$ 12.45	$ 13.08	$ 13.74
4	Receptionist/Marketing Associate Stenographer	$ 12.81	$ 13.48	$ 14.15
5	VACANT	$ 13.17	$ 13.87	$ 14.56
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 13.53	$ 14.27	$ 14.99
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 13.92	$ 14.70	$ 15.48
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 14.30	$ 15.13	$ 15.93
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 14.80	$ 15.64	$ 16.46
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 15.20	$ 16.11	$ 17.00
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 15.72	$ 16.63	$ 17.55
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 16.19	$ 17.17	$ 18.13
13*	Automotive Mechanic II	$ 16.34	$ 17.32	$ 18.28
14	Electrician Engineering Technician II	$ 16.71	$ 17.71	$ 18.76
15	Lead Mechanic Property Maintenance Leadperson	$ 17.32	$ 18.35	$ 19.40

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

ADDENDUM A
AFSCME BIWEEKLY WAGE SCHEDULE
EFFECTIVE JULY 1, 2005

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 913.36	$ 956.29	$ 1,000.06
2	Clerk Typist	$ 935.24	$ 981.54	$ 1,025.32
3	Laborer I			
4	Receptionist/Marketing Associate Stenographer	$ 986.59	$ 1,038.79	$ 1,090.14
5	VACANT	$ 1,014.37	$ 1,068.25	$ 1,121.28
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 1,042.15	$ 1,099.40	$ 1,154.96
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 1,072.46	$ 1,132.23	$ 1,192.84
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 1,101.92	$ 1,165.90	$ 1,227.35
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 1,139.80	$ 1,204.62	$ 1,267.76
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 1,170.95	$ 1,240.82	$ 1,309.85
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 1,211.36	$ 1,281.23	$ 1,351.94
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 1,247.55	$ 1,322.47	$ 1,396.55
13*	Automotive Mechanic II	$ 1,259.11	$ 1,334.03	$ 1,408.11
14	Electrician Engineering Technician II	$ 1,287.12	$ 1,364.57	$ 1,445.38
15	Lead Mechanic Property Maintenance Leadperson	$ 1,334.26	$ 1,413.39	$ 1,494.20

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

[illegible] 13 plus 15 cents per hour

ADDENDUM A
AFSCME ANNUAL WAGE SCHEDULE
EFFECTIVE JULY 1, 2005

Range	Position	ANNUAL SALARY Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 24,660.66	$ 25,819.83	$ 27,001.72
2	Clerk Typist	$ 25,251.61	$ 26,501.69	$ 27,683.58
3	Laborer I	$ 25,888.01	$ 27,206.28	$ 28,570.00
4	Receptionist/Marketing Associate Stenographer	$ 26,638.06	$ 28,047.24	$ 29,433.69
5	VACANT	$ 27,388.11	$ 28,842.75	$ 30,274.66
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 28,138.16	$ 29,683.71	$ 31,183.81
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 28,956.39	$ 30,570.13	$ 32,206.60
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 29,751.90	$ 31,479.28	$ 33,138.48
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 30,774.69	$ 32,524.80	$ 34,229.45
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 31,615.65	$ 33,502.14	$ 35,365.89
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 32,706.63	$ 34,593.11	$ 36,502.33
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 33,683.97	$ 35,706.82	$ 37,706.95
13*	Automotive Mechanic II	$ 33,995.97	$ 36,018.82	$ 38,018.95
14	Electrician Engineering Technician II	$ 34,752.22	$ 36,843.26	$ 39,025.21
15	Lead Mechanic Property Maintenance Leadperson	$ 36,025.02	$ 38,161.52	$ 40,343.48

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

ADDENDUM A
AFSCME HOURLY WAGE SCHEDULE
EFFECTIVE JULY 1, 2006

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 12.21	$ 12.79	$ 13.37
2	Clerk Typist	$ 12.50	$ 13.12	$ 13.71
3	Laborer I	$ 12.82	$ 13.47	$ 14.15
4	Receptionist/Marketing Associate Stenographer	$ 13.19	$ 13.89	$ 14.58
5	VACANT	$ 13.56	$ 14.28	$ 14.99
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 13.93	$ 14.70	$ 15.44
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 14.34	$ 15.14	$ 15.95
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 14.73	$ 15.59	$ 16.41
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 15.24	$ 16.11	$ 16.95
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 15.66	$ 16.59	$ 17.51
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 16.20	$ 17.13	$ 18.08
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 16.68	$ 17.68	$ 18.67
13*	Automotive Mechanic II	$ 16.83	$ 17.83	$ 18.82
14	Electrician Engineering Technician II	$ 17.21	$ 18.24	$ 19.32
15	Lead Mechanic Property Maintenance Leadperson	$ 17.84	$ 18.90	$ 19.98

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

* Range 13 plus 15 cents per hour

ADDENDUM A
AFSCME BIWEEKLY WAGE SCHEDULE
EFFECTIVE JULY 1, 2006

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 976.94	$ 1,022.86	$ 1,069.68
2	Clerk Typist	$ 1,000.35	$ 1,049.87	$ 1,096.70
3	Laborer I	$ 1,025.56	$ 1,077.79	$ 1,131.81
4	Receptionist/Marketing Associate Stenographer	$ 1,055.28	$ 1,111.10	$ 1,166.03
5	VACANT	$ 1,084.99	$ 1,142.62	$ 1,199.34
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 1,114.70	$ 1,175.93	$ 1,235.36
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 1,147.12	$ 1,211.05	$ 1,275.88
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 1,178.63	$ 1,247.06	$ 1,312.79
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 1,219.15	$ 1,288.48	$ 1,356.01
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 1,252.47	$ 1,327.20	$ 1,401.03
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 1,295.69	$ 1,370.42	$ 1,446.05
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 1,334.40	$ 1,414.54	$ 1,493.78
13*	Automotive Mechanic II	$ 1,346.40	$ 1,426.54	$ 1,505.78
14	Electrician Engineering Technician II	$ 1,376.72	$ 1,459.56	$ 1,546.00
15	Lead Mechanic Property Maintenance Leadperson	$ 1,427.15	$ 1,511.78	$ 1,598.22

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

ADDENDUM A
AFSCME ANNUAL WAGE SCHEDULE
EFFECTIVE JULY 1, 2006

Range	Position	ANNUAL SALARY Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 25,400.48	$ 26,594.42	$ 27,811.77
2	Clerk Typist	$ 26,009.16	$ 27,296.74	$ 28,514.09
3	Laborer I	$ 26,664.65	$ 28,022.47	$ 29,427.10
4	Receptionist/Marketing Associate Stenographer	$ 27,437.20	$ 28,888.66	$ 30,316.71
5	VACANT	$ 28,209.75	$ 29,708.03	$ 31,182.90
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 28,982.30	$ 30,574.22	$ 32,119.32
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 29,825.08	$ 31,487.23	$ 33,172.80
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 30,644.45	$ 32,423.66	$ 34,132.63
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 31,697.93	$ 33,500.54	$ 35,256.34
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 32,564.12	$ 34,507.20	$ 36,426.87
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 33,687.83	$ 35,630.91	$ 37,597.40
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 34,694.48	$ 36,778.03	$ 38,838.16
13*	Automotive Mechanic II	$ 35,006.48	$ 37,090.03	$ 39,150.16
14	Electrician Engineering Technician II	$ 35,794.78	$ 37,948.56	$ 40,195.97
15	Lead Mechanic Property Maintenance Leadperson	$ 37,105.77	$ 39,306.37	$ 41,553.79

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

* [illegible] plus 15 cents per hour

ADDENDUM A
AFSCME HOURLY WAGE SCHEDULE
EFFECTIVE JULY 1, 2007

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 12.58	$ 13.17	$ 13.77
2	Clerk Typist	$ 12.88	$ 13.52	$ 14.12
3	Laborer I	$ 13.20	$ 13.88	$ 14.57
4	Receptionist/Marketing Associate Stenographer	$ 13.59	$ 14.31	$ 15.01
5	VACANT	$ 13.97	$ 14.71	$ 15.44
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 14.35	$ 15.14	$ 15.91
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 14.77	$ 15.59	$ 16.43
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 15.17	$ 16.06	$ 16.90
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 15.70	$ 16.59	$ 17.46
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 16.13	$ 17.09	$ 18.04
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 16.68	$ 17.64	$ 18.62
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 17.18	$ 18.21	$ 19.23
13*	Automotive Mechanic II	$ 17.33	$ 18.36	$ 19.38
14	Electrician Engineering Technician II	$ 17.73	$ 18.79	$ 19.90
15	Lead Mechanic Property Maintenance Leadperson	$ 18.37	$ 19.46	$ 20.58

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

ADDENDUM A
AFSCME BIWEEKLY WAGE SCHEDULE
EFFECTIVE JULY 1, 2007

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 1,006.25	$ 1,053.55	$ 1,101.77
2	Clerk Typist	$ 1,030.36	$ 1,081.37	$ 1,129.60
3	Laborer I	$ 1,056.33	$ 1,110.12	$ 1,165.77
4	Receptionist/Marketing Associate Stenographer	$ 1,086.94	$ 1,144.44	$ 1,201.01
5	VACANT	$ 1,117.54	$ 1,176.90	$ 1,235.32
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 1,148.15	$ 1,211.21	$ 1,272.42
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 1,181.53	$ 1,247.38	$ 1,314.15
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 1,213.99	$ 1,284.48	$ 1,352.18
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 1,255.73	$ 1,327.14	$ 1,396.69
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 1,290.04	$ 1,367.02	$ 1,443.06
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 1,334.56	$ 1,411.53	$ 1,489.44
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 1,374.44	$ 1,456.98	$ 1,538.59
13*	Automotive Mechanic II	$ 1,386.44	$ 1,468.98	$ 1,550.59
14	Electrician Engineering Technician II	$ 1,418.02	$ 1,503.35	$ 1,592.38
15	Lead Mechanic Property Maintenance Leadperson	$ 1,469.96	$ 1,557.14	$ 1,646.17

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement.
Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

ADDENDUM A
AFSCME ANNUAL WAGE SCHEDULE
EFFECTIVE JULY 1, 2007

Range	Position	ANNUAL SALARY Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 26,162.50	$ 27,392.26	$ 28,646.13
2	Clerk Typist	$ 26,789.43	$ 28,115.64	$ 29,369.51
3	Laborer I	$ 27,464.59	$ 28,863.14	$ 30,309.92
4	Receptionist/Marketing Associate Stenographer	$ 28,260.32	$ 29,755.32	$ 31,226.21
5	VACANT	$ 29,056.05	$ 30,599.27	$ 32,118.38
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 29,851.77	$ 31,491.45	$ 33,082.90
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 30,719.84	$ 32,431.85	$ 34,167.98
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 31,563.79	$ 33,396.37	$ 35,156.61
9	Records Clerk Refuse Truck Driver Lead Transit Operator Forestry Worker III	$ 32,648.87	$ 34,505.56	$ 36,314.03
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic	$ 33,541.04	$ 35,542.42	$ 37,519.67
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I	$ 34,698.46	$ 36,699.83	$ 38,725.32
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 35,735.32	$ 37,881.37	$ 40,003.30
13*	Automotive Mechanic II	$ 36,047.32	$ 38,193.37	$ 40,315.30
14	Electrician Engineering Technician II	$ 36,868.63	$ 39,087.01	$ 41,401.85
15	Lead Mechanic Property Maintenance Leadperson	$ 38,218.95	$ 40,485.56	$ 42,800.40

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

[illegible] are compensated at Range 12 plus 15 cents per hour.

ADDENDUM A-1

The employer may designate from time-to-time, within its sole and complete discretion subject only to the limitation in Article 6, Section 6 Work Schedule, a night person, working the regular night shift within the Street and Sewer Division of the Public Works Department. In addition, the employer may designate a responsible crew person to a crew of four or more employees, within its sole and complete discretion within the Street and Sewer Division of the Public Works Department, that is responsible to gather and properly utilize necessary safety equipment to ensure a project is completed in a safe manner; to see that all required tools and equipment are efficiently taken to and from the job site in proper working order and to make certain the project is completed according to foreman's specifications. An employee or employees designated night person shall receive forty-five cents ($.45) per hour differential pay and an employee or employees designated as responsible crew person shall receive one dollar ($1.00) per hour differential pay in addition to the regular salary.

A forty-five cents ($.45) per hour differential shall be paid for operation of back hoe and blade by employees of the Parks and Recreation Department.

ADDENDUM B

ASE CERTIFICATION INCENTIVE PROGRAM
VEHICLE MAINTENANCE DIVISION

It is the purpose of the program to encourage vehicle maintenance personnel to maintain and increase their proficiency in modern methods of vehicle and equipment repair and maintenance. It is recognized that keeping current in the field requires that some training be made available and that mechanics have the initiative to engage in home study. The ASE certification system is a nationally recognized program which provides a method for meeting these needs. It is the desire of the City to take a positive approach and implement the program on a trial voluntary basis by the use of monetary incentives to recognize the achievement and maintenance of certain ASE certification levels. The following requirements apply:

1. The program is for vehicle maintenance division mechanics only.

2. Automotive Mechanics shall receive supplemental compensation for having the following levels of certification:

A. Certification in at least 4 areas of repair	$26/month
B. Master Mechanic Certification in all areas of repair in one complete category (auto or heavy truck)	$44/month
C. Master Mechanic Certification in both complete categories (auto and heavy truck)	$52/month

   The above supplemental compensation levels are not cumulative and employees shall only receive compensation for one level at a time, beginning on the 1st day of the month following presentation to the City of written evidence of achievement of the indicated level. Reductions, where certifications are not maintained and lost, shall be effective the 1st day of the month following such loss. The V.M. Maintenance Mechanic may be recognized for Level A only ($26/month).

3. The City shall provide training on approximately the same basis as presently and pay for employees to be tested in up to two areas of repair per year. It is recognized by employees that home study will likely be necessary to achieve and maintain ASE certifications. The City may emphasize training and testing for individual employees in particular areas to assure various skill needs are met for departmental operations. Auto Mechanics may at their own expense be trained and tested in additional areas not provided by the City, which areas though shall count toward the supplemental compensation levels.

4. No employee shall be discharged solely for the reason of failing to achieve and maintain ASE certifications. The City, however, reserves its general right to discipline and discharge employees for performance-related reasons, subject to the grievance procedure.

ADDENDUM C

IMPASSE PROCEDURES

(I.C. 20.19-20.22 as amended by the parties)

20.19 IMPASSE PROCEDURES-AGREEMENT OF PARTIES. As the first step in the performance of their duty to bargain, the public employer and the employee organization shall endeavor to agree upon impasse procedures. Such agreement shall provide for implementation of these impasse procedures not later than one hundred twenty days prior to the certified budget submission date of the public employer. If the parties fail to agree upon impasse procedures under the provisions of this section, the impasse procedures provided in sections 20.20 to 20.22 shall apply.

20.20 MEDIATION. In the absence of an impasse agreement between the parties or the failure of either party to utilize its procedures, one hundred twenty days prior to the certified budget submission date, the City shall, upon the request of either party, appoint an impartial and disinterested person to act as mediator. It shall be the function of the mediator to bring the parties together to effectuate a settlement of the dispute, but the mediator may not compel the parties to agree.

~~20.21 FACT FINDING.~~ If the impasse persists ten days after the mediator has been appointed, ~~the City shall appoint a fact finder representative of the public from a list of qualified persons maintained by the City. The fact finder shall conduct a earing, may administer oaths, and may request the City to issue subpoenas. The fact finder shall make written findings of facts and recommendations for resolution of the dispute and, not later than fifteen days from the day of appointment, shall serve such findings on the public employer and the certified employee organization.~~

~~The public employer and the certified employee organization shall immediately accept the fact finder's recommendations to the governing body and members of the certified employee organization for acceptance or rejection. If the dispute continues ten days after the report is submitted, the report shall be made public by the City.~~

20.22 BINDING ARBITRATION.

1. ~~If an impasse persists after the findings of fact and recommendations are made public by the fact finder,~~ the parties may continue to negotiate or, the City shall have the power, upon request of either party, to arrange for arbitration which shall be binding. The request for arbitration shall be in writing and a copy of the request shall be served upon the other party.

2. Each party shall submit to the City within four days of request a final offer on the impasse items with proof of service

of a copy upon the other party. Each party shall also submit a copy of a draft of the proposed collective bargaining agreement to the extent to which agreement has been reached and ~~the name of its selected~~ ask for the list of arbitrators. The parties may continue to negotiate all offers until an agreement is reached or a decision rendered by the ~~panel of~~ arbitrators.

As an alternative procedure, the two parties ~~may agree to~~ shall submit the dispute to a single arbitrator. If the parties cannot agree on the arbitrator within four days, the selection shall be made pursuant to subsection 5. The full costs of arbitration under this provision shall be shared equally by the parties to the dispute.

3. The submission of the impasse items to the arbitrators shall be limited to those issues that had been considered ~~by the fact finder~~ in mediation and upon which the parties have not reached agreement. With respect to each such item, the arbitration ~~City~~ award shall be restricted to the final offers on each impasse item submitted by the parties to the ~~arbitration~~ arbitrator ~~City or to the recommendation of the fact finder on each impasse item.~~

4. The ~~panel of~~ arbitrators shall ~~consist of three members~~ be one person appointed in the following manner:

~~a. One member shall be appointed by the public employer.~~

~~b. One member shall be appointed by the employee organization.~~

~~c.~~ One ~~member~~ person shall be appointed mutually by ~~the members appointed by~~ the public employer and the employee organization. ~~The last member appointed shall be the chairman of the panel of arbitrators.~~ No ~~member~~ arbitrator appointed shall be an employee of the parties.

~~d. The public employer and employee organization shall each pay the fees and expenses incurred by the arbitrator each selected.~~ The fee and expenses of the ~~chairman of the panel~~ arbitrator and all other costs of arbitration shall be shared equally.

5. If the ~~third member~~ arbitrator has not been selected within four days of notification as provided in subsection 2, a list of ~~three~~ five arbitrators shall be submitted to the parties by the City. ~~The two arbitrators selected by the~~ The public employer and the employee organization shall determine by lot which ~~arbitrator~~ shall remove the first name from the list submitted by the City. ~~The arbitrator having the right to remove the first name shall do so within two days and the second arbitrator shall have one additional day to remove one of the two remaining names.~~ The parties shall then alternately remove names from the list until one name remains. Such selection procedure

shall be carried out by the parties within one week of receipt of the list of arbitrators by both parties. The person whose name remains shall become the ~~chairman of the panel of~~ arbitrators and shall call a meeting within ten days at a location designated by him.

6. If a vacancy should occur ~~on~~ for the ~~panel~~ position of arbitrators, the selection for replacement of such ~~member~~ arbitrator shall be in the same manner and within the same time limits as the original ~~member~~ one was chosenx. ~~No final selection under subsection 9 shall be made by the City until the vacancy has been filled.~~ unless the party last removing a name from the list withdraws in writing any objection, before a new list is received, to the selection of such person as the arbitrator, in which event the vacancy shall be filled by such person.

7. The ~~panel of~~ arbitrators shall at no time engage in an effort to mediate or other wise settle the dispute in any manner other than that prescribed in this section.

8. From the time of appointment until such time as the ~~panel of~~ arbitrators makes ~~its~~ a final determination, there shall be no discussion concerning recommendations for settlement of the dispute by the ~~members of the panel of~~ arbitrators with parties other than those who are direct parties to the dispute. The ~~panel of~~ arbitrators may conduct formal or informal hearings to discuss offers submitted by both parties.

9. The ~~panel of~~ arbitrators shall consider, in addition to any other relevant factors, the following factors:

a. Past collective bargaining contracts between the parties including the bargaining that led up to such contract.

b. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.

c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.

d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

10. The ~~chairman of the panel of~~ arbitrators may hold hearings and administer oaths, examine witnesses and documents, take testimony and receive evidence, issue subpoenas to compel the attendance of witnesses and the production of records, ~~and delegate such powers to other members of the panel of arbitrators.~~ The ~~chairman of the panel of~~ arbitrators may petition the district court at the seat of government or of the county in which any hearing is held to enforce ~~the~~ an order ~~of the chairman~~ compelling

the attendance of witnesses and the production of records.

11. ~~A majority of the panel of~~ The arbitrators shall select within fifteen days after ~~its~~ the first meeting the most reasonable offer, in ~~its~~ his or her judgment, of the final offers on each impasse item submitted by the parties~~x~~. ~~or the recommendations of the fact finder on each impasse item.~~

12. The selections by the ~~panel of~~ arbitrators and items agreed upon by the public employer and the employee organization, shall be deemed to be the collective bargaining agreement between the parties.

13. The determination of the ~~panel of~~ arbitrators ~~shall be by majority vote and~~ shall be final and binding subject to the provisions of section 20.17, subsection 6. The ~~panel of~~ arbitrators shall give a written explanation for ~~its~~ the selection and inform the parties of ~~its~~ the decision.

ADDENDUM D

LAYOFF

The following replaces Sections 6 and 7 of Article 17 of the Agreement until such time that legislative changes are made substantially modifying or eliminating Civil Service layoff provisions to remove the inconsistencies between the law and the Agreement.

Section 6 Layoff

In the event the Employer determines to reduce the number of employees in a departmental classification, the employee with the least seniority shall be laid off first. Such employee shall be entitled to at least two (2) weeks written notice by the Employer of such layoff. Employees given notice of layoff may:

a) Take layoff, thereby becoming eligible for recall under Section 7 of this Article; or
b) Utilize his seniority in previously held departmental classifications and bump the present least senior occupant in such previously held departmental classification if the employee being laid off has more seniority in that departmental classification than such present occupant; or
c) Utilize his full-time City employment seniority and bump the present least senior occupant in a classification not covered by civil service within the bargaining unit if the employee being laid off has more full-time City employment seniority than such present occupant and he or she has the desired qualifications to assume the position; or
d) Apply and be appointed to a vacancy in a position not covered by civil service within the bargaining unit if the employee has the desired qualifications to assume the position.
e) Bump the least senior employee among the classifications within the bargaining unit that, in the judgment of the City, he/she is qualified to perform if the employee given notice of layoff has 20 or more years of service within the bargaining unit.

The employee given notice of layoff shall notify the Employer in writing of which of the above options he or she chooses to exercise within one week of receiving such notice and appointments under paragraphs c and d shall be subject to the thirty (30) day trial period set forth in Section 2 of this Article.

Section 7 Recall from Layoff

In recalling personnel from layoff, the following procedure will apply:

a) An employee on layoff shall hold seniority rights for being recalled from layoff for a period of three (3) years unless he or she refuses a proffered position or fails to respond to any recall notice under this Section. Recall order shall be based on seniority in the departmental classification under paragraph b of this Section or in the City under paragraph c of this Section.

b) If there is a vacancy in his or her last or a previously held departmental classification, he or she shall be recalled to fill such position.

c) If there is a vacancy in a classification not covered by civil service within the bargaining unit, he or she shall be recalled to fill such position if he or she has the desired qualifications. Such appointment shall be subject to the thirty (30) day trial period of Section 2 of this Article and such employee shall still be eligible for recall under paragraph b for a three (3) year period from his or her initial layoff.

d) The Employer will attempt to notify each person to be recalled to report for work by certified U.S. Mail (return receipt requested). Such letter shall be directed to the last known address

of such person, and a copy thereof shall be furnished to the Union. By so doing, the Employer shall have discharged its obligation under this Section. Employees who are laid off must keep the Employer and the Union supplied with their correct up-to-date mailing address or risk forfeiture of their seniority and recall rights.

e) Persons so notified to report for work shall report for work within ten (10) days after the date the certified letter was mailed or shall be terminated and lose all seniority rights under the Agreement.

BURLINGTON / AFSCME (MIXED) 03-08

AMENDMENT TO THE

AGREEMENT

BETWEEN

THE CITY OF BURLINGTON, IOWA

AND

LOCAL 828 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2003

THROUGH

JUNE 30, 2008

RESOLUTION NO. 2006-03

Meeting No. 1 Paper No. 3 Seconded by: Edwards

Introduced By: Thomas

A RESOLUTION APPROVING AMENDMENT NUMBER 4 TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BURLINGTON, IOWA AND LOCAL ASSOCIATION 828 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO JULY 1, 2003 - JUNE 30, 2008

BE IT RESOLVED: That the Agreement Between the City of Burlington, Iowa and Local 828 of the American Federation of State, County and Municipal Employees, AFL-CIO July 1, 2003 through June 30, 2008 be amended as set out in Amendment Number 4 attached hereto and made a part of this Resolution by reference.

BE IT RESOLVED: That the Mayor be authorized to execute said amendments, known as Amendment Number 4, to the Agreement on behalf of the City which will become effective on July 1, 2006.

APPROVED and ADOPTED this 3rd day of January, 2006.

ATTEST:

Kathleen P. Salisbury
City Clerk CMC

Mike Edwards
Mayor

Contract No. 5973 D.

FILED-For Record
JAN - 3 2006
CITY CLERKS OFFICE
BURLINGTON, IOWA

Contract No. 5973 D.

CITY OF BURLINGTON
AND
AFSCME LOCAL 828

AMENDMENT NO. 4

TO THE AGREEMENT BETWEEN THE CITY OF BURLINGTON AND LOCAL 828 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND CITY EMPLOYEES
JULY 1, 2003 THROUGH JUNE 30, 2008

The City of Burlington and AFSCME Local 828 hereby agree to amend the Agreement Between the City of Burlington and Local 828 of the American Federation of State, County, and City Employees, July 1, 2003 through June 30, 2008, to incorporate the following:

1) Amend the first paragraph and Section 1 of ARTICLE 11 INSURANCE, as attached hereto and made a part hereof by reference, which reflects changes to health care insurance benefits as summarized in Attachment A of this Amendment;
2) Amend ARTICLE 23 DURATION AND NEGOTIATIONS, as attached hereto and made a part hereof by reference, which extends the life of the contract through June 30, 2009; and
3) Amend ADDENDUM A WAGE SCHEDULE effective July 1, 2006 and ADDENDUM A WAGE SCHEDULE effective July 1, 2007, and add ADDENDUM A WAGE SCHEDULE effective July 1, 2008, all as attached hereto and made a part hereof by reference, which provide four percent (4%), three percent (3%) and three percent (3%) across-the-board annual increases, respectively.

The provisions provided for in this amendment are effective July 1, 2006.

APPROVED this 3rd day of January, 2006.

CITY OF BURLINGTON, IOWA

Mike Edwards
Mayor

Date

AFSCME LOCAL 828

Sherri Riney, President

1-18-06
Date

ATTEST:

Kathleen P. Salisbury
City Clerk

ARTICLE 11

INSURANCE

The City shall offer as an option, a cafeteria-style benefit program which allows employees to customize their individual benefit package as described in the Plan Document. Premium dollars provided to employees shall be equivalent to the cost of providing Plan 4 equal to coverage provided by the City/County Health Care Plan in effect on July 1, 2006. As the cost of the Plan 4 base coverage is adjusted, dollars provided by the Employer shall be adjusted by that amount. Employees may select the following package or design a different package in accordance with the terms and conditions set forth under the Plan:

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

The Employer shall pay the full cost of the single and family premium for Hospital, Medical, Chiropractic Care and Prescription Drug Insurance based on Plan 4 and Dental Care Insurance. Any change in carrier, coverage, or method of claims handling shall be equal to Summary Plan Description for City/County Health Care Plan, dated, July 1, 2006, on file in the office of the City Finance Director.

ARTICLE 23

DURATION AND NEGOTIATIONS

Section 1 Contract Period

This Agreement shall be effective as of the first (1st) day of July, 2003, and shall remain in full force and effect through the thirtieth (30th) day of June, 2009. Negotiations for a succeeding Agreement to become effective starting on July 1, 2009, shall begin after August 31, 2008, but not later than September 30, 2008.

*** AMENDED ***

ADDENDUM A

AFSCME HOURLY WAGE SCHEDULE

EFFECTIVE JULY 1, 2006

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 12.33	$ 12.91	$ 13.50
2	Clerk Typist	$ 12.63	$ 13.25	$ 13.84
3	Laborer I			
4	Receptionist/Marketing Associate Stenographer	$ 13.32	$ 14.02	$ 14.72
5	VACANT	$ 13.69	$ 14.42	$ 15.14
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 14.07	$ 14.84	$ 15.59
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 14.48	$ 15.29	$ 16.10
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 14.88	$ 15.74	$ 16.57
9	Refuse Truck Driver Lead Transit Operator	$ 15.39	$ 16.26	$ 17.11
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic Forestry Worker III	$ 15.81	$ 16.75	$ 17.68
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I Records Clerk	$ 16.35	$ 17.30	$ 18.25
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 16.84	$ 17.85	$ 18.85
13*	Automotive Mechanic II	$ 17.00	$ 18.01	$ 19.01
14	Electrician Engineering Technician II	$ 17.38	$ 18.42	$ 19.51
15	Lead Mechanic Property Maintenance Leadperson Solid Waste Leadperson	$ 18.01	$ 19.08	$ 20.17

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

*** AMENDED ***

ADDENDUM A

AFSCME BIWEEKLY WAGE SCHEDULE

EFFECTIVE JULY 1, 2006

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 986.43	$ 1,032.79	$ 1,080.07
2	Clerk Typist	$ 1,010.06	$ 1,060.07	$ 1,107.34
3	Laborer I			
4	Receptionist/Marketing Associate Stenographer	$ 1,065.52	$ 1,121.89	$ 1,177.35
5	VACANT	$ 1,095.52	$ 1,153.71	$ 1,210.99
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 1,125.53	$ 1,187.35	$ 1,247.35
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 1,158.26	$ 1,222.81	$ 1,288.26
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 1,190.08	$ 1,259.17	$ 1,325.54
9	Refuse Truck Driver Lead Transit Operator	$ 1,230.99	$ 1,300.99	$ 1,369.18
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic Forestry Worker III	$ 1,264.53	$ 1,340.09	$ 1,414.64
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I Records Clerk	$ 1,308.27	$ 1,383.72	$ 1,460.09
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 1,347.36	$ 1,428.27	$ 1,508.28
13*	Automotive Mechanic II	$ 1,359.84	$ 1,440.75	$ 1,520.76
14	Electrician Engineering Technician II	$ 1,390.09	$ 1,473.73	$ 1,561.01
15	Lead Mechanic Property Maintenance Leadperson Solid Waste Leadperson	$ 1,441.00	$ 1,526.46	$ 1,613.74

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

*** AMENDED ***

ADDENDUM A

AFSCME ANNUAL WAGE SCHEDULE

EFFECTIVE JULY 1, 2006

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 25,647.09	$ 26,852.62	$28,061.79
2	Clerk Typist	$ 26,261.67	$ 27,561.76	$28,790.93
3	Laborer I	$ 26,923.53	$ 28,294.53	$29,712.80
4	Receptionist/Marketing Associate Stenographer	$ 27,703.58	$ 29,169.13	$30,611.04
5	VACANT	$ 28,483.63	$ 29,996.46	$31,485.64
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 29,263.68	$ 30,871.06	$32,431.16
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 30,114.65	$ 31,792.94	$33,494.86
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 30,941.97	$ 32,738.45	$34,464.02
9	Refuse Truck Driver Lead Transit Operator	$ 32,005.68	$ 33,825.79	$35,598.63
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic Forestry Worker III	$ 32,880.28	$ 34,842.22	$36,780.53
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I Records Clerk	$ 34,014.90	$ 35,976.84	$37,962.42
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 35,031.32	$ 37,135.09	$39,215.23
13*	Automotive Mechanic II	$ 35,355.80	$ 37,459.57	$39,539.71
14	Electrician Engineering Technician II	$ 36,142.30	$ 38,316.99	$40,586.22
15	Lead Mechanic Property Maintenance Leadperson Solid Waste Leadperson	$ 37,466.02	$ 39,687.98	$41,957.22

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

*** AMENDED ***

ADDENDUM A

AFSCME HOURLY WAGE SCHEDULE

EFFECTIVE JULY 1, 2007

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 12.70	$ 13.30	$ 13.91
2	Clerk Typist	$ 13.00	$ 13.65	$ 14.26
3	Laborer I	$ 13.33	$ 14.01	$ 14.71
4	Receptionist/Marketing Associate Stenographer	$ 13.72	$ 14.44	$ 15.16
5	VACANT	$ 14.10	$ 14.85	$ 15.59
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 14.49	$ 15.29	$ 16.06
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 14.91	$ 15.74	$ 16.59
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 15.32	$ 16.21	$ 17.07
9	Refuse Truck Driver Lead Transit Operator	$ 15.85	$ 16.75	$ 17.63
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic Forestry Worker III	$ 16.28	$ 17.25	$ 18.21
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I Records Clerk	$ 16.84	$ 17.82	$ 18.80
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 17.35	$ 18.39	$ 19.42
13*	Automotive Mechanic II	$ 17.51	$ 18.55	$ 19.58
14	Electrician Engineering Technician II	$ 17.90	$ 18.97	$ 20.10
15	Lead Mechanic Property Maintenance Leadperson Solid Waste Leadperson	$ 18.55	$ 19.65	$ 20.78

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

*** AMENDED ***

ADDENDUM A

AFSCME BIWEEKLY WAGE SCHEDULE

EFFECTIVE JULY 1, 2007

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 1,016.02	$ 1,063.78	$ 1,112.47
2	Clerk Typist	$ 1,040.37	$ 1,091.87	$ 1,140.56
3	Laborer I	$ 1,066.59	$ 1,120.90	$ 1,177.08
4	Receptionist/Marketing Associate Stenographer	$ 1,097.49	$ 1,155.55	$ 1,212.67
5	VACANT	$ 1,128.39	$ 1,188.32	$ 1,247.32
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 1,159.29	$ 1,222.97	$ 1,284.77
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 1,193.00	$ 1,259.49	$ 1,326.91
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 1,225.78	$ 1,296.95	$ 1,365.31
9	Refuse Truck Driver Lead Transit Operator	$ 1,267.92	$ 1,340.02	$ 1,410.25
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic Forestry Worker III	$ 1,302.56	$ 1,380.29	$ 1,457.07
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I Records Clerk	$ 1,347.51	$ 1,425.24	$ 1,503.90
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 1,387.78	$ 1,471.12	$ 1,553.53
13*	Automotive Mechanic II	$ 1,400.63	$ 1,483.98	$ 1,566.38
14	Electrician Engineering Technician II	$ 1,431.79	$ 1,517.94	$ 1,607.84
15	Lead Mechanic Property Maintenance Leadperson Solid Waste Leadperson	$ 1,484.23	$ 1,572.25	$ 1,662.15

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

*** AMENDED ***

ADDENDUM A

AFSCME ANNUAL WAGE SCHEDULE

EFFECTIVE JULY 1, 2007

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 26,416.50	$ 27,658.20	$ 28,924.24
2	Clerk Typist	$ 27,049.52	$ 28,388.61	$ 29,654.65
3	Laborer I	$ 27,731.24	$ 29,143.37	$ 30,604.19
4	Receptionist/Marketing Associate Stenographer	$ 28,534.69	$ 30,044.21	$ 31,529.37
5	VACANT	$ 29,338.14	$ 30,896.35	$ 32,430.21
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 30,141.59	$ 31,797.19	$ 33,404.09
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 31,018.09	$ 32,746.72	$ 34,499.71
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 31,870.23	$ 33,720.60	$ 35,497.94
9	Refuse Truck Driver Lead Transit Operator	$ 32,965.85	$ 34,840.57	$ 36,666.59
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic Forestry Worker III	$ 33,866.69	$ 35,887.49	$ 37,883.94
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I Records Clerk	$ 35,035.34	$ 37,056.14	$ 39,101.29
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 36,082.26	$ 38,249.15	$ 40,391.68
13*	Automotive Mechanic II	$ 36,416.48	$ 38,583.36	$ 40,725.90
14	Electrician Engineering Technician II	$ 37,226.57	$ 39,466.50	$ 41,803.81
15	Lead Mechanic Property Maintenance Leadperson Solid Waste Leadperson	$ 38,590.01	$ 40,878.62	$ 43,215.94

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

*** AMENDED ***

ADDENDUM A

AFSCME HOURLY WAGE SCHEDULE

EFFECTIVE JULY 1, 2008

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 13.08	$ 13.70	$ 14.32
2	Clerk Typist	$ 13.39	$ 14.06	$ 14.68
3	Laborer I	$ 13.73	$ 14.43	$ 15.15
4	Receptionist/Marketing Associate Stenographer	$ 14.13	$ 14.88	$ 15.61
5	VACANT	$ 14.53	$ 15.30	$ 16.06
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 14.93	$ 15.75	$ 16.54
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 15.36	$ 16.22	$ 17.08
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 15.78	$ 16.70	$ 17.58
9	Refuse Truck Driver Lead Transit Operator	$ 16.32	$ 17.25	$ 18.16
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic Forestry Worker III	$ 16.77	$ 17.77	$ 18.76
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I Records Clerk	$ 17.35	$ 18.35	$ 19.36
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 17.87	$ 18.94	$ 20.00
13*	Automotive Mechanic II	$ 18.03	$ 19.11	$ 20.17
14	Electrician Engineering Technician II	$ 18.43	$ 19.54	$ 20.70
15	Lead Mechanic Property Maintenance Leadperson Solid Waste Leadperson	$ 19.11	$ 20.24	$ 21.40

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

*** AMENDED ***

ADDENDUM A

AFSCME BIWEEKLY WAGE SCHEDULE

EFFECTIVE JULY 1, 2008

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 1,046.50	$ 1,095.69	$ 1,145.85
2	Clerk Typist	$ 1,071.58	$ 1,124.63	$ 1,174.78
3	Laborer I	$ 1,098.58	$ 1,154.53	$ 1,212.40
4	Receptionist/Marketing Associate Stenographer	$ 1,130.41	$ 1,190.21	$ 1,249.05
5	VACANT	$ 1,162.24	$ 1,223.97	$ 1,284.74
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 1,194.07	$ 1,259.66	$ 1,323.32
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 1,228.79	$ 1,297.27	$ 1,366.72
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 1,262.55	$ 1,335.85	$ 1,406.26
9	Refuse Truck Driver Lead Transit Operator	$ 1,305.95	$ 1,380.22	$ 1,452.56
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic Forestry Worker III	$ 1,341.64	$ 1,421.70	$ 1,500.79
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I Records Clerk	$ 1,387.94	$ 1,467.99	$ 1,549.01
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 1,429.41	$ 1,515.25	$ 1,600.13
13*	Automotive Mechanic II	$ 1,442.65	$ 1,528.49	$ 1,613.37
14	Electrician Engineering Technician II	$ 1,474.75	$ 1,563.48	$ 1,656.07
15	Lead Mechanic Property Maintenance Leadperson Solid Waste Leadperson	$ 1,528.76	$ 1,619.42	$ 1,712.02

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.

*** AMENDED ***

ADDENDUM A

AFSCME ANNUAL WAGE SCHEDULE

EFFECTIVE JULY 1, 2008

Range	Position	Step A	Step B	Step C
1	Custodian Parking Enforcement Attendant Bus Washer	$ 27,209.00	$ 28,487.95	$ 29,791.97
2	Clerk Typist	$ 27,861.01	$ 29,240.27	$ 30,544.29
3	Laborer I	$ 28,563.18	$ 30,017.67	$ 31,522.31
4	Receptionist/Marketing Associate Stenographer	$ 29,390.73	$ 30,945.53	$ 32,475.25
5	VACANT	$ 30,218.29	$ 31,823.24	$ 33,403.12
6	Accounting Clerk Laborer II Parking Meter Repairperson Computer Specialist Forestry Worker I	$ 31,045.84	$ 32,751.11	$ 34,406.22
7	Refuse Carrier Truck Driver Street/Sewer Maintenance Worker I	$ 31,948.63	$ 33,729.13	$ 35,534.70
8	Humane Officer Laborer III Computer Specialist II Transit Operator Forestry Worker II	$ 32,826.34	$ 34,732.22	$ 36,562.87
9	Refuse Truck Driver Lead Transit Operator	$ 33,954.82	$ 35,885.78	$ 37,766.59
10	Maintenance Mechanic WWTF Operator WWTF Laboratory Technician Refuse Truck Driver II Parks Maintenance Mechanic Forestry Worker III	$ 34,882.69	$ 36,964.11	$ 39,020.46
11	Carpenter I WWTF Maintenance Mechanic Street/Sewer Maintenance Worker II Street/Sewer Maintenance Mechanic Engineering Technician I Records Clerk	$ 36,086.40	$ 38,167.83	$ 40,274.33
12	Automotive Mechanic I Carpenter II WWTF Maintenance & Operations Mechanic	$ 37,164.73	$ 39,396.62	$ 41,603.43
13*	Automotive Mechanic II	$ 37,508.97	$ 39,740.86	$ 41,947.68
14	Electrician Engineering Technician II	$ 38,343.37	$ 40,650.49	$ 43,057.92
15	Lead Mechanic Property Maintenance Leadperson Solid Waste Leadperson	$ 39,747.71	$ 42,104.98	$ 44,512.41

Full-time employees shall advance from Step A to Step B after one (1) year of continuous employment within a job classification and from Step B to Step C after two (2) years of continuous employment within a job classification except as provided for in the agreement. Part-time employees shall advance from Step A to Step B after two (2) years of continuous employment within a job classification and from Step B to Step C after four (4) years of continuous employment within a job classification.

*Range 13 position(s) are compensated at Range 12 plus 15 cents per hour.