Iowa City AFSCME #183 (Mixed)(LIBRARY) 7/1/2004 6/30/2007

IOWA CITY / AFSCME #183 (MIXED) (LIBRARY) 04-06

AGREEMENT BETWEEN

CITY OF IOWA CITY

CITY OF IOWA CITY

Iowa City Public Library

IOWA CITY LIBRARY BOARD OF TRUSTEES

AND

THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL #183, AFL-CIO

JULY 1, 2004
TO
JUNE 30, 2007

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AGREEMENT WITH THE CITY OF IOWA CITY and THE IOWA CITY LIBRARY BOARD OF TRUSTEES WITH JOHNSON COUNTY AREA PUBLIC EMPLOYEES, AFSCME, LOCAL #183

PREAMBLE

This agreement is executed by the CITY OF IOWA CITY, Iowa, and the Iowa City Library Board of Trustees, and the Johnson County Area Public Employees, AFSCME, Local #183. Unless otherwise stated, the word "City" will refer to the City and to the Library Board and the employee organization will be called "Union". Throughout this Agreement members of the bargaining unit are referred to as "employees".

It is the purpose of this Agreement to promote and ensure harmonious cooperation and understanding between the City and the Union to ensure collective bargaining under the laws of the State of Iowa, as well as applicable ordinances of the City of Iowa City. It is the purpose of the City and the Union to establish salaries and terms of employment consistent with the availability of public funds and with the goals and purposes of the City Charter. The City and the Union jointly pledge their cooperation to work together in the public interest to provide improvement in the effectiveness and efficiency of the services offered to the citizens of Iowa City.

The parties agree to the following specific provisions:

ARTICLE 1
RECOGNITION

Section 1. The City of Iowa City, Iowa, recognizes the Johnson County Area Public Employees, AFSCME, Local 183, as the sole and exclusive bargaining agent for all City of Iowa City employees except those specifically excluded in Section 3 of this Article. This certification is based on an Order of Certification promulgated by the Iowa Public Employment Relations Board on February 2, 1976.

Section 2. The Iowa City Library Board of Trustees recognizes the Johnson County Area Public Employees, AFSCME, Local 183, as the sole and exclusive bargaining agent for all Iowa City Public Library Employees except those specifically excluded in Section 3 of this Article. This certification is based on an Order of Certification promulgated by the Iowa Public Employment Relations Board on February 9, 1976.

Section 3. Sworn police officers and firefighters as well as all supervisory, confidential and temporary employees and others who are excluded from the laws relating to collective bargaining in Chapter 20 of the current Code of Iowa are excluded from the terms, conditions, or application of this Agreement.

Section 4. The City agrees that it will not sponsor or promote, financially or otherwise, any other group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership in the Union.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. Except as limited by the express provisions of this Agreement, nothing herein shall be construed to restrict, limit, or impair the rights, powers, and authority of the City under the laws of the State of Iowa and the City's ordinances. These rights, powers, and authority include, but are not limited to the following:

a. To direct the work of its employees.
b. To develop, implement and enforce work rules, safety standards, performance and productivity standards.
c. To hire, promote, transfer, assign, classify, schedule and retain employees within the operation of the City government and to develop and maintain qualifications, standards and procedures for employment, promotions, and transfers.
d. To discipline, suspend or discharge employees for just cause.
e. To maintain the efficiency of the governmental operation and to determine and maintain the nature, scope and definition of City organization.
f. To relieve employees from duties because of lack of work, lack of adequate public financing, or for other legitimate reasons.
g. To determine the amounts, methods, and procedures for compensating employees and the definition of, necessity for, allocation of, and nature of overtime and the method of compensating overtime.
h. To determine and implement the methods, means, tools, locations, equipment, and assignment of personnel by which its operations are to be conducted including but not limited to the right to contract and subcontract work.
i. To take such actions as may be necessary to carry out its mission.
j. To initiate, prepare, certify and administer its budget.
k. To exercise all powers and duties granted to it by law.

ARTICLE 3
NO STRIKE--NO LOCKOUT

Section 1. No Strike. No employee covered by this Agreement shall engage in any strike at any City facility or at any location in the City where City services are performed during the life and duration of this Agreement. If any strike shall take place, the Union will immediately notify employees engaging in such activities to cease and desist, and it shall publicly declare that such activity is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. The City will make reasonable efforts to assure employee safety in crossing picket lines. Any employee engaging in any activity in violation of the Article shall be subject to immediate disciplinary action including discharge by the City.

Section 2. No Lockout. The City agrees not to lock out employees during the term of this Agreement.

ARTICLE 4
BULLETIN BOARDS

Section 1. The City shall assign space as currently provided on bulletin boards for the Union to post notices, a copy of which shall be provided to the Personnel Administrator. Notices shall not contain political material, libelous material, or material which is injurious to the City or to employees. Union notices will be limited to designated spaces.

ARTICLE 5
BUSINESS AGENTS

Section 1. The Union shall have the right to designate agents, not to exceed two (2) persons at any one time, who shall have access to City facilities only during regular working hours, for the purpose of investigating matters relating to the administration of this Agreement.

Section 2. The Union shall notify the Personnel Administrator after making such designation. Any such investigation will be conducted so as to not interfere with City business and any such agent will comply with City safety, security and other regulations. Notice will be given to the Department Director or designee when a business agent enters City property or facilities.

City employees may not spend working time to meet with business agents unless specifically permitted by another provision of this Agreement.

ARTICLE 6
DUES CHECK OFF

Section 1. The City agrees to deduct Union membership fees and dues once each month from the pay of those employees who individually authorize in writing that such deductions be made. The Union will certify the amount of dues to be deducted and the structure of the dues scheduled in a letter signed by the President and notarized. Authorization for check off must be received by the 15th of the month in order to be withheld from the first check of the next month.

Section 2. Dues will be deducted from the first pay check of each calendar month and will be remitted, together with an itemized statement, to the Union Treasurer within ten (10) days after the deductions have been made.

On a monthly basis, and at no cost to the union, the Employer shall provide the Union with a computer disk, which, in a format agreeable to both parties, shows the bargaining unit employee's name, home address, and any other information mutually agreed to.

Section 3. The City will not deduct dues beginning the first of the calendar month after which an employee is no longer part of the bargaining unit. An employee may voluntarily cancel or revoke authorization for check off by delivery of written notice to the City. The City will provide a copy of the notice to the Union. Cancellations received by the 15th of the month will become effective on the first of the next month.

Section 4. The City will not be liable and will be held blameless for damage arising by virtue of mistakes in connection with funds collected under the provisions of this Article. The City will not be responsible for payment of dues, special assessments or any other deduction upon an individual's default.

ARTICLE 7
HOURS OF WORK

Section 1. Definitions.

Temporary Employees – All employees regularly assigned less than ten (10) hours per week or who work in a position authorized for less than seven (7) months shall be temporary employees. All employees regularly assigned to ten (10) hours per week or more shall become permanent employees entitled to wages and benefits as provided in this agreement upon the completion of seven (7) continuous months of employment.

Permanent Employees – Permanent employees shall be as follows:

(A) Those persons who are appointed to authorized budgeted positions and who have completed a probationary period upon initial employment with the City, or

(B) Those persons who were temporary employees regularly assigned to ten (10) hours per week or more who have completed seven (7) months of continuous employment.

The City shall provide the Union a list of names of all persons employed by the City, regardless of their status as employees, along with hire dates, termination dates (if applicable), and account number except those persons excluded in Article 1, Section 3, of this agreement.

Section 2. Regular Work Week.

A. Definitions - A day will be defined as the time between 12:01 A.M. and midnight, twenty-four (24) hours later. A week will be defined as the time between 12:01 A.M. Sunday and midnight Saturday. Holidays and paid leaves shall count as hours worked.

B. Permanent Full-Time - Five Day Operations - The regular work week for permanent full-time employees shall begin on Monday and extend through Friday and shall consist of five (5) consecutive, eight (8) hour days.

C. Permanent Full-Time - Continuous Shift Operations - (Work is regularly scheduled 24 hours per day, seven days per week.) The regular work week shall consist of five (5) days of eight (8) consecutive hours for a total of forty (40) hours. For purposes of this contract the first day off in any week is defined as the sixth day and the second day off is defined as the seventh day. Employees assigned to continuous shift operations may meet and confer with their division concerning shift scheduling.

D. Six and Seven Day Operations - The regular work week for permanent full-time employees shall consist of five (5) eight (8) hour days for a total of forty (40) hours. For purposes of this contract the first day off in any week is defined as the sixth day and the second day off is defined as the seventh day. Employees whose schedules regularly vary from this pattern will be covered by letter at the time the variation is made. (Example - landfill employees.)

Section 3. Scheduling. Regular work schedules will be posted on departmental bulletin boards within each division. Any permanent change in the regular work schedules for a division will be posted at least ten (10) days in advance of the change.

To the greatest extent possible, temporary adjustments in the work schedule of individuals will be posted at the beginning of the week. As much notice as possible will be given in the case of emergencies, inclement weather, or unexpected absences. The City will notify the Union in advance of permanent changes in the regular work week and will discuss such changes if requested.

Section 4. Part-Time Employees.

A. Part-time employees are those persons regularly assigned to less than forty (40) hours of work per week. Benefits shall be prorated for permanent part-time employees in accordance with their regularly assigned hours per week. Occasionally the hours actually worked will vary from the assigned number. No minimum amount of work is guaranteed to part-time employees. Any employee whose hours actually exceed his/her assigned hours shall be reassigned hours for the purpose of proration of benefits. An employee may request a redetermination of his/her assigned hours or proration of benefits through the grievance procedure. Nothing in this section shall require a regular part-time employee to regularly work more than his/her assigned hours.

B. Temporary Employees. All temporary employees, as defined in Section 1 above, and all other employees of the Employer are not entitled to any benefits or other provisions of this Agreement.

C. Current employees will have bidding preference for job vacancies over volunteer helpers and volunteer time will not count toward seniority.

Section 5. Rest Periods. Except for the transit drivers the City will provided a fifteen (15) minute rest period at two times during the regular work day. The location and scheduling will be determined by the immediate supervisor. The rest period will be scheduled at regular times within the work day to accommodate staffing needs. Employee preferences will be considered.

Section 6. Meal Periods. The City will provide an unpaid lunch period of not less than thirty (30) minutes each day to employees in five day operations. Whenever possible, the lunch period will be scheduled at a regular time in the work day. Meal periods will be scheduled to accommodate the staffing needs of the department with consideration of the preference of employees. In lieu of the two fifteen (15) minute paid rest periods, full-time bus drivers will be provided a thirty minute lunch break with pay from Monday through Saturday of each week. Meal breaks will be scheduled near the middle of the shift; i.e., no earlier than 3 hours into the shift and shall not leave more than 5 hours and 15 minutes remaining on the shift.

Deviations due to special or changed circumstances shall be mutually agreed upon.

Section 7. Clean-up Time. If the nature of work performed requires it, employees will be allowed a minimum of five (5) minutes for personal clean-up at the end of the work day.

Section 8. Inclement Weather. Employees are expected to come to work regardless of weather conditions if they can possibly do so. Employees who appear for work at the scheduled time will be compensated. Generally, City operations will not be suspended, but may be rescheduled. If work is to be rescheduled the immediate supervisor will have available information. The employer will take into consideration the employee's comfort and protection in cases of extreme climatic conditions.

Employees who are unable to get to work or who leave work early because of weather conditions may do one of the following:

a. Arrange to make up the work with the approval of the immediate supervisor.
b. Charge the time missed to accrued holiday, vacation, compensatory time, or personal leave.
c. Take leave without pay for the time missed.

Section 9. Travel Time - Transit. In addition to hours specified on the run sheet, ten minutes will be paid to cover "travel time" to or from the Transit Facility. This only applies to drivers whose relief point is the Transit Interchange. Employees who are not required to return the bus to the Transit Facility and who decline to travel to or from the Facility shall not receive this pay.

ARTICLE 8
OVERTIME

Section 1. Overtime. Overtime is work performed by a permanent full or part-time employee in excess of eight (8) hours per day or forty (40) hours per week with the following exceptions:

A) Employees regularly scheduled to work more than eight (8) hours per day will receive overtime for the time worked in excess of the regularly scheduled hours per day.

B) Employees who work more than eight (8) hours on a given day due to flex time mutually agreed upon by the employee and their supervisor will receive overtime for the time worked in excess of their scheduled flex hours on that day.

e.g., Employees who work twelve (12) hours per day will receive overtime for time spent in excess of twelve (12) hours per day or forty (40) hours per week.

Prior authorization from the employee's supervisor is required before overtime work will be credited. Employees may be periodically required to work overtime but may request not to perform work because of physical inability or serious personal need. Such requests to be excused from performing overtime will not be unreasonably denied.

For permanent full-time employees, work performed on the sixth (6th) or seventh (7th) day of the work week shall be considered overtime.

There will be no pyramiding of overtime:

e.g., If an employee is called back to work on Saturday he/she may claim the overtime rate either for the minimal call-in OR the sixth (6th) day premium, not for both sections.

Overtime will be compensated at the rate of one and one-half (1-1/2) times the current base hourly rate of the employees or by compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. Employee preference will determine whether overtime is paid or time off given unless departmental staffing needs or financial considerations require employees to be paid or given time off. The employees may request reasons for the denial of the time off or pay.

Section 2. Overtime Equalization.

A. To the greatest extent possible, overtime shall be offered to employees equally over a period of three (3) months, considering the type of work, the qualifications and ability of the individual employee, the employee's desire to perform the overtime service, and the employee's seniority. The following procedure will generally be used:

The employee with the necessary qualifications and abilities and the least number of overtime hours in that classification will be first offered such assignment. In the event that overtime hours among employees in that classification are equal, seniority shall prevail. In the event no qualified employee desires such work, the City shall select the qualified employee with the least credited overtime hours for such assignment and if there are two or more employees with the same number of overtime hours, the employee with the least seniority shall be thus assigned.

Employees who refuse overtime work on a particular job will be charged the same number of hours as employees who actually do the work. Any employee who may be periodically excused from overtime work for physical disability or serious personal need shall carry an amount of overtime equal to that of the employee with the highest number of hours.

When the need arises to work overtime to finish a job, the employees who are performing the work may be offered the overtime first if the work is to be completed. If an affected employee elects not to work overtime, he/she will be expected to continue until a replacement is secured.

During emergency situations such as, but not limited to, excessive snow, freezing rain, wind, rain or cold, employees in the affected divisions may be scheduled to work twelve (12) hours or more in any twenty-four (24) hour period. Work in excess of twelve (12) hours will be assigned according to the equalization procedure.

The equalization procedure is inapplicable to regularly scheduled overtime in transit.

B. Distribution of extra hours in the Transit Division. For hours available after the "Extra Board" hours have been assigned, to the greatest extent possible, extra hours shall be offered to employees equally over each run pick period. The employer may first offer the hours by seniority to part-time employees who have worked less than 40 hours that week. After that it will be offered to employees by seniority if scheduling time allows. For equalization purposes, employees who refuse extra hours will be charged the same number of hours as were offered. The City shall maintain and post a list of extra hours worked in the Transit Division.

C. The City shall maintain and post (at least monthly) in a public place in the work area, a list of classifications showing overtime hours worked by each employee, and shall keep such list current with accumulated overtime being credited forward. Overtime accumulation shall commence on January 1, April 1, July 1 and October 1 of each year and shall be equalized quarterly.

Employees who are new to a division shall be credited with the highest number of hours in their classification. Any deviation from the above process shall be by letter between the City and the Union.

Section 3. Overtime Rest Period. If an employee is required to work at least two (2) hours immediately after the employee's normal work day the City will provide for one of the following:

a. A rest period of one-half hour immediately following the work day, or
b. One additional half-hour of paid compensation at the overtime rate.

This section does not apply if the employee is required to work less than two (2) hours following the work day.

Section 4. Stand-By Time. Employees who are on stand-by time are required to be at a place designated by them which has access to a phone and from which they may reach the work area promptly. Employees on stand-by will be compensated as follows:

	Employee Assigned to Stand-by	Pay Per Week
1.	Is provided with and takes vehicle home	7 hours pay
2.	Is provided with but declines to take a vehicle home (supervisor may require employee to take vehicle)	7 hours pay
3.	Cannot be provided with a vehicle due to lack of vehicle availability	10 hours pay
4.	Is not provided with a vehicle because employee resides outside city limits	10 hours pay

Employees of the Street/Sanitation Department who are required to be on stand-by for the purpose of emergency snow removal will be compensated at a rate of ten (10) hours at current base pay rate for each week of stand-by time. Stand-by in these circumstances will be assigned in no less than one week increments. Such employees will be furnished a call device, but no vehicle.

Section 5. Reporting Pay. If an employee reports for work at his/her regular time and place but is sent home by the supervisor because of an emergency because work cannot be performed, such employee shall be paid a minimum of two (2) hours at his/her regular straight time pay. The City will make every effort to allow the employee to make up the work at straight time at a different time, where the nature of work permits.

Section 6. Minimum Call-In. An employee who has completed an eight (8) hour work day and who is called in to work in an emergency situation without prior notice will be paid for a minimum of two (2) hours. If the emergency call-in takes more than two (2) hours the employee will be compensated for time spent. Minimum call-in will be paid at the overtime rate. An employee who is called in prior to the regular start of his/her working day will be compensated for a minimum of two (2) hours at the overtime rate. In the event minimum call-in and regular working hours overlap, straight time will be paid for the overlapping hours in addition to the minimum call-in.

There shall be no pyramiding or duplicating of overtime pay. That is, if an employee is called to work, he/she cannot collect for another two (2) hours unless it has been two (2) hours since the last call.

Any City employee required to appear as a witness in Court for work-related matters or at a municipal infraction hearing for work-related matters outside their work schedule will be paid for such appearance pursuant to minimum call-in provisions above. The employer will not alter work schedules solely to avoid this payment.

Section 7. Professional Employees. No overtime will be paid or credit given for overtime work of professional employees. Generally, assignments will be based on an assumed forty (40) hour week for full-time professionals and on the assigned number of hours of part-time professionals. Professional employees will enter all assigned hours worked in excess of their normal schedules on their time sheets. A professional employee may meet with his/her department head at a mutually convenient time and place to review the hours worked in an attempt to facilitate the provisions of this section consistent with department practices. However, this clause shall not be construed as a guarantee of compensatory time or overtime pay.

Section 8. Library Overtime. Permanent employees required to work on Sundays at the Library will received six (6) hours credit for each four (4) hour shift worked.

Section 9. Calculation of Overtime. Overtime will be recorded on the basis of an initial six (6) minute segment, and an employee must work the entire segment to be credited with one-tenth (1/10) hour for overtime. After the first six (6) minutes, overtime will be recorded and credited on a minute-for-minute basis.

Section 10. Payment of Overtime. Payment of authorized overtime will be on succeeding pay checks.

Section 11. Accumulated Overtime. Accumulated overtime to be carried over from one fiscal year to another shall not exceed forty (40) hours and any overtime in excess of forty (40) hours accumulated at the end of the fiscal year shall be administered in accordance with Section 1 of this article.

Section 12. Shift Differential. Employees who work a scheduled shift which begins at or after 1:30 p.m., but before 10:00 p.m. shall receive an additional twenty-five ($.25) per hour. Employees who work a scheduled shift which begins at or after 10:00 p.m. but before 1:00 a.m. shall receive an additional forty cents ($.40) per hour.

ARTICLE 9
HOLIDAYS

Section 1. The following days shall be paid holidays for permanent employees: New Year's Day (January 1); Martin Luther King, Jr. Day (third Monday in January); Washington's Birthday (third Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Veteran's Day (November 11); Thanksgiving Day (fourth Thursday in November); the Friday after Thanksgiving; Christmas Day (December 25); and one personal leave day. Provided, however, that at the time employment begins or terminates, personal leave shall be pro-rated on the basis of two (2) hours personal leave credit for each quarter of the fiscal year, or portion thereof, during which the employee is in pay status.

In order to receive holiday credit, an employee must be in pay status the day before and the day after a holiday.

Section 2. In addition, there shall be granted to permanent employees who do not work a continuous shift, the day before or after Christmas, <u>or</u> the day before or after New Year's Day as an additional holiday. The City Manager (or the Library Director for library employees) may direct that employees observe a particular day for this holiday but if the Manager fails to make such designation by December 15 of the calendar year in question, employees may select a particular day subject to the approval of the supervisor. If the City Manager or Library Director does not designate a day, employees may choose a day between December 17 and January 6.

Section 3. Permanent employees on a continuous shift shall receive eighty-eight (88) hours of holiday credit and eight (8) hours of personal leave credit on July 1 annually. Any continuous shift employee who begins work after July 1 of any calendar year will receive credit for the remaining holiday dates in the year and for personal leave as provided in Section 1 of this Article. If an employee separates after July 1 of any year, those holidays and personal leave hours which have been credited but which have not as yet occurred or been earned will be deducted for the purpose of considering separation pay.

> e.g., Employee A receives credit for eighty-eight (88) hours of holiday time on July 1. The employee terminates on November 1 and <u>has not used any</u> holiday hours. He would be paid sixteen (16) hours of holiday pay (Independence Day and Labor Day).
>
> e.g., Employee B receives eighty-eight (88) hours of holiday credit on July 1. Employee B terminates November 1 and <u>has used</u> forty (40) holiday hours. Only two (2) holidays (Independence Day and Labor Day) have occurred prior to termination, therefore twenty-four (24) hours (40 used less 16 occurring) would be deducted from vacation pay or from the last week's wages.

For the purpose of this Article, a holiday for continuous shift employees (except Police Department employees) begins at 12:01 A.M. on the day of the holiday and continues for a period of twenty-four (24) hours thereafter. In the Police Department a holiday begins at 11:00 P.M. on the day preceding the holiday and continues for twenty-four (24) hours thereafter.

When a holiday occurs on Sunday, the following Monday will be observed. When a holiday falls on a Saturday, the preceding Friday will be observed.

Section 4. Part-time employees will receive holiday pay and personal leave on a pro-rata basis.

Section 5. Eligible employees who are called in to work on a holiday on which City operations are not open to the public will be paid at a rate of one and one-half (1½) times for the hours actually worked and shall also receive regular holiday pay.

Section 6. Permanent employees who are assigned to work on holidays when City operations to which they are assigned are operating or open to the public will receive holiday credit equal to one and one-half (1½) times the hours actually worked. This credit may be used after the holiday occurs but must be taken before the next succeeding July 1. Generally, this section applies to library, transit, parks, recreation, and parking enforcement employees. Refuse employees will use this system when two holidays occur in the same week.

Employees may request pay in lieu of holiday credit. The employer's decision to grant or deny the pay shall not be arbitrary or capricious.

Section 7. Holidays or personal leave days shall not be carried over from one fiscal year to the next.

Section 8. Definition. "Continuous shift employees" as used in this article indicates those employees who work in twenty-four (24) hour per day operations and who are subject to assignment on shifts beginning between 3:00 P.M. and 7:59 A.M.

ARTICLE 10
VACATIONS

Section 1. Accumulation. Vacations shall be earned by permanent employees by month according to the following schedule:

Length of Service	Days Per Pay Month
0-5 years	1
5 years 1 day - 10 years	1 1/4
10 years 1 day - 15 years	1 1/2
15 years 1 day - 20 years	1 3/4
more than 20 years	2

Professional librarians shall accumulate vacation at a rate of 22 days per year regardless of length of service.

The maximum number of hours eligible for carry over after July 1 of any year or for payment upon termination shall be one hundred ninety-two (192) hours (24 days).

Section 2. Use of Vacation. An employee becomes eligible to take vacation after he/she has been on the payroll as a permanent employee for a period of six (6) continuous months. Scheduling will be arranged with the supervisor to accommodate staffing needs and employee preferences. Except in the event of serious personal need by a less senior person, seniority will prevail.

Section 3. Payment of Accumulation. Upon discharge, resignation or retirement after six (6) months of continuous service, a permanent employee is eligible for payment of not more than 192 hours (24 days) of accumulated vacation leave at the current base rate of pay.

ARTICLE 11
SICK LEAVE

Section 1. Accumulation. Employees shall be granted one day of sick leave credit per month and shall have the right to accumulate unused sick leave up to a maximum of 1440 hours (180 days). Sick leave shall not be accumulated while an employee takes a leave of absence without pay, but any employee granted a paid leave shall continue to earn sick leave. Accumulation of sick leave shall commence on the date of first permanent employment. Additional sick leave will accrue while an employee is receiving worker's compensation and supplementing those payments with accumulated paid leave(s).

Upon resignation or retirement, the City shall pay for one-half of the accumulated sick leave at the time of resignation/retirement on the basis of the employee's then current hourly base salary, provided that the dollar amount of the payment may be up to but shall not exceed the amount that an employee would have been due if he/she had terminated on June 28, 1985. Employees hired on or after June 29, 1985, are not eligible for payment under the provisions of this paragraph. An employee must have been employed by the City for at least one year in order to be eligible for payment of accumulated sick leave upon termination.

Incentive: Employees who utilize no sick leave in any thirteen consecutive pay periods and who have at least 600 hours of sick leave accumulated at the end of the six months may, at the option of the employee, convert four hours of sick leave to four hours of incentive leave. Following any twenty-six consecutive pay periods with no use of sick leave, employees who have at least 1200 hours of sick leave accumulated may, at their option, convert an additional four hours of sick leave to incentive leave for a total of up to but no more than twelve hours in any 26 consecutive pay periods. The maximum number of hours eligible for carry over from one fiscal year to the next shall be eight (8) hours.

Section 2. Use of Sick Leave.

a. A day of accumulated sick leave shall be used for each day an employee is sick and off work during a work week. A doctor's statement regarding nature of illness and recovery therefrom may be required if abuse is suspected. Requirement of such doctor's statement will not be used merely for the purpose of harassment of any employee. Sick leave may be used on an hour-to-hour basis for doctor's appointments or other health maintenance needs.

b. In addition to sickness of an employee, sick leave may be used for:

   (1) On-the-job injury.

   (2) Serious illness or hospital confinement of a spouse, domestic partner as recognized by City policy, or child, or critical illness of the employee's mother, father, mother-in-law, father-in-law, including mother or father of a domestic partner, brother, sister, or grandparents, as well as any other relatives or member of the immediate household of the employee up to a maximum of forty (40) hours per occurrence provided that the employee's presence and efforts are needed.

c. The City may discipline employees for abuse of sick leave.

Section 3. Notification. An employee shall notify his/her supervisor as soon as reasonably possible of any sickness or illness which will cause him/her to miss work. Certain employees may be required to provide such notification prior to the beginning of their work day. In those cases where the Department or Division requires such prior notification, the City will be responsible for establishing a method whereby those employees can provide such notification. Unless such notification is given, the absence will not be charged to sick leave, but will be charged to other accumulated leave, or if no such accruals exist, to leave of absence without pay. Unusual circumstances will be evaluated and may result in charging the absence to sick leave. An employee who becomes sick at work will notify his/her supervisor before leaving the area.

Section 4. Sick Leave Bank.

a. Permanent employees in the bargaining unit may draw from a Sick Leave Bank if they have exhausted their own sick leave accumulation and are seriously ill. Hours of sick leave shall be contributed to the bank by bargaining unit members who have reached the maximum accumulation of sick leave (1440 hours or 180 days) at the rate of one day per month.

b. Employees who use Sick Bank days will repay the bank at the regular sick leave accrual schedule after returning to work. Employees who do not return to work or who fail to accumulate a sufficient amount of sick leave will pay back the Bank from other accrued leave or in cash.

c. A joint City-Union committee will administer the use of Sick Bank days by employees. The committee will be made up of one Union representative, one City representative and one person chosen by the two representatives. The Bank Administration Committee will determine when sick leave may be used, application procedures, the length of time which any employee may borrow, the length of the waiting period after exhaustion of sick leave before employees may borrow time, amount of time before which days must be paid back, and other criteria for using Bank days.

   The Committee is charged with maintaining the integrity of the Bank for serious or catastrophic illness of individuals in the bargaining unit and will develop policies to protect against abuse by individuals.

d. The City will contribute thirty (30) days of sick leave to the Bank October 1, 1976. No individual may use more than ten (10) days during the term of this Agreement.

Section 5. Employees using sick leave who are medically able to perform some of the regular duties of their position while at home (or alternative work site) may, at the request of the employee or the supervisor, and with the permission of the supervisor, be assigned work to be performed at home.

For work performed at home, regular pay rather than use of sick leave accrual will be utilized, and the ratio of sick leave to straight pay will be determined on a case-by-case basis by the supervisor.

This policy is designed to permit credit for work performed at home by employees using sick leave, when performance of work at home is advantageous to the City; however, no employee will be required to perform work while on sick leave nor will any employee be guaranteed the right to do so.

Section 6. While an employee is receiving sick leave pay from the City, self-employment for pay or work for another employer for pay is expressly forbidden. A waiver of this provision may be given if the employee presents evidence from his/her physician to the City that the employee's medical disability would preclude fulfillment of the employee's duties with the City, but that the nature of the disability would permit work at alternative outside employment. Failure to comply with this policy will result in progressive disciplinary action.

ARTICLE 12
SPECIAL LEAVES

Section 1. On-the-Job Injury. Upon application the City may grant a leave of absence with pay in the event of an injury or illness of an employee while at work provided the following conditions exist:

a. The injury or illness arises out of the course of City employment, and

b. The City's medical advisor determines that time off from work is required.

If the above provisions are applicable, leave with pay will be granted during the remaining time on the work day when the injury occurs and for a period of two (2) additional working days if authorized by the medical advisor.

If the injured or disabled employee requires more than two (2) working days in which to recuperate and return to work, any additional absence may be charged to sick leave or, if sick leave is exhausted, to leave of absence without pay. Employees may use accumulated sick leave or other accumulated leaves to supplement worker's compensation benefits.

Section 2. Funerals. An employee will be granted up to three (3) work days per incident with no loss of compensation or accruals if required to attend the funeral of his/her spouse, domestic partner as recognized by City policy, child, grandchild, stepchild, foster child, mother, father, stepparent, sister, brother, step-sister or step-brother.

An employee will be granted one (1) day per occurrence with no loss of compensation nor loss of accrual from sick, annual, or compensation time to attend the funeral of his/her mother-in-law, father-in-law, grandparent, aunt or uncle, brother-in-law, sister-in-law, or permanent member of the immediate household. In such cases, he/she shall be granted up to two (2) additional days for travel, if necessary. In-law relationships referred to herein shall include such relationships through a domestic partner as recognized by City policy.

If additional time is needed, an employee shall be permitted to use up to three (3) work days of accumulated sick leave with the approval of his/her supervisor.

Section 3. Leave of Absence Without Pay. A leave of absence without pay is a predetermined amount of time off work, which has been recommended by the Department Director and approved by the City Manager or for library employees, by the Library Director, except in cases of medically necessary disability leaves which shall be automatic provided the employee has exhausted all other accrued leave (paid and unpaid) and submits to a physical exam by a city-paid and appointed doctor (if required by the employer). Generally, such leave shall not exceed twelve (12) months. Upon termination of any such leave of absence, the employee shall return to work in the same range and step as when he/she left and will receive compensation on the same basis as if he/she had continued to work at his/her regular position without leave, provided that during that period if the nature of operations has changed so that similar work does not exist or that an opening for the employee no longer exists, the employee shall be eligible to bid on vacancies in related areas or vacancies for which the employee is otherwise qualified for a period of twelve (12) months following termination of the leave. The employee is responsible for applying for and keeping aware of any openings.

In the event an employee fails to return to work at the end of any such leave or extension, he/she shall be deemed to have voluntarily resigned or, if applicable, voluntarily retired on the last day of work prior to such leave. During a leave of absence without pay, the employee:

a. Cannot pay retirement contributions if the leave exceeds one month in duration.
b. Shall not receive any other accruals or job benefits during the period of absence.
c. Shall not acquire additional seniority during said leave except in the case of temporary medical disability or as otherwise specified by this Agreement.
d. Shall not earn sick, vacation, or other leave.
e. Must use all accumulated vacation to which he/she is entitled prior to the time that the leave without pay commences.
f. Must pay prorated health, dental, life and disability insurance premiums falling due during any month the employee is not on the payroll, if coverage is desired and is available subject to insurance carrier approval, as follows:

    1. For any calendar month during which the employee is on unpaid leave not exceeding ten working days and insurance coverage is desired, the City will pay the cost of the insurance premiums.

    2. For any calendar month during which the employee is on unpaid leave in excess of ten working days and insurance coverage is desired, the employee must pay 1/12 of the insurance premium for each working day beyond ten working days that the employee is on unpaid leave of absence. The remainder of the premium will be paid for by the City.

    3. The employee may choose which insurance coverages, if any, are to be retained during the unpaid leave of absence.

    4. Payment for insurance coverages desired by the employee may be deducted from current or future pay due to the employee or at the employee's option may be billed on a monthly basis. Failure to return from an unpaid leave where insurance coverage was desired will result in the City billing the individual for costs which would otherwise have been deducted from the employee's pay.

The Department Director may waive the above conditions (a. through e.) for leaves of absence not exceeding ten (10) working days.

Section 4. Jury Duty. Any employee summoned for jury duty during the employee's regular work hours shall receive regular straight time pay during any period of jury service. The City shall receive the pay earned from such jury service. Compensation for travel expenses may be retained by the employee. An employee who is summoned for jury duty but is not selected to serve on the jury and is discharged with an hour or more remaining in the work-day shall return to work.

Section 5. Witness Fees. An employee shall be granted leave with pay when required to be absent from work for the purpose of testifying in court in response to legal summons when the employee is neither plaintiff nor defendant in the action and when such court appearance arises from the performance of his/her duties, obligations, or activities as a City employee, and the City shall receive the witness fees up to the amount of compensation paid to the employee by the City for days testified.

Section 6. Military Leave. Employees called by any branch of the Armed Forces of the United States shall, when ordered to active service, be entitled to a leave of absence for such period of time that the member serves in such capacity and until discharged therefrom. The City shall comply with applicable law in regard to military leave.

Employees subject to the foregoing shall, upon reinstatement to City employment, retain their original employment date for the purpose of determining seniority and eligibility for salary advancement just as though such time spent in service of the United States has been spent in regular employment with the City.

Section 7. Voting Time. An employee shall be permitted to vote at a polling place in the City of Iowa City or the City of Coralville during the work day in any national, state, or local election if it is not reasonably possible for him/her to vote during off hours.

Section 8. Pregnancy Leave. A pregnant permanent employee shall be entitled to a leave of absence without pay if she is disabled as a result of pregnancy or related cause at the exhaustion of other accumulated leaves. All employees requiring such leave shall notify the Department Director prior to the anticipated date of birth and should be able to substantiate their condition by a doctor's statement. Employees may work during pregnancy if health permits.

Those granted leaves under this section shall present doctor's statements as to pregnancy disability and recovery therefrom. Within seven (7) days following birth, miscarriage, or abortion the employee shall advise the City of the date by which she will return to work. Unless the employee returns to work by such date, or any other date by reason of extension granted by the City, the employee will be considered to have voluntarily resigned or retired.

An employee who takes leave pursuant to this section shall return to work as soon as she is medically able, retaining all rights granted by the federal Family Medical Leave Act or other applicable law.

Section 9. Union Business Leave.

a. Any employee elected to office in the International American Federation of State, County and Municipal Employees shall be granted a leave of absence without pay for a period not to exceed two years. Such leaves shall be granted to not more than one City employee in Local 183 at any one time. An employee desiring such leave shall give thirty (30) days notice to the City. Consistent with Section 3 of this Article, such employees shall not have a job guarantee on return.

b. Leave of absence without pay to attend and serve as a delegate to conventions and training conferences relating to the Union shall be granted to not more than five (5) City employees in Local 183 in any one calendar year. Not more than five (5) days may be taken by any three (3) employees and not more than ten (10) days may be taken by any two (2) employees under this section. Employees seeking such leave shall present certification in writing of their selection by the Union to act as a representative to a specified conference at least ten (10) working days prior to the time they wish to be absent.

c. No more than one employee who is elected or appointed to offices in the Union that is not part-time staff will be granted sufficient unpaid time off to carry on the duties of the office provided he/she gives reasonable advance notice and receives approval for such leave from the department head. Approval may be denied by the department head where the employee's absence could adversely affect or interfere with the operation of the department.

d. Employees on Union leaves shall only be entitled to accrual of seniority for time spent on such leaves, except for subsection c above, where employee will continue to accrue benefits during a period not to exceed ten (10) work days per year.

e. Employees appointed to the position of Staff Representative for AFSCME/Iowa Council 61 shall be entitled to an unpaid leave of absence not to exceed one year. The City may deny such leave if it would create a hardship. Return from leave is governed by Section 3 of this Article. Not more than one employee shall be granted such leave at any one time. The employee must make application for such leave at least ten (10) working days in advance of the commencement of this leave. The provisions of Subsection d. above shall apply.

f. The City agrees to place Union supplied Union information in its new employee packets. This information shall not include political material, libelous material, or material which is injurious to the City or to employees.

Section 10. Professional Leave. The City and the Union agree that professional development is of benefit to employees designated as "professionals" and the employer. In recognition of this Agreement, the following guidelines will be considered when granting or denying requests for professional leaves:

a. The potential benefit to the employee.
b. The potential benefit to the employer.
c. The work-relatedness of training program, conference, workshop, class, or convention that is attended.
d. Who in the affected class of employees went most recently.
e. Seniority.

It is understood by the parties that the above provisions in no way constitute a guarantee of training to anyone.

ARTICLE 13
SENIORITY

Section 1. Seniority shall mean length of continuous service with the City. It shall begin on the date of employment and become applicable immediately following completion of a probationary period of not more than six (6) months in a permanent position, unless extended in writing due to unusual circumstances. Continuous service in a temporary position shall be added to the employee's seniority for use only in Section 3, Use of Seniority, below.

An employee will lose seniority rights upon resignation, discharge for just cause, retirement, death, or layoff for more than two (2) years.

Seniority shall accrue during all paid leaves and during periods which a member is assigned a classification outside of the bargaining unit. If an employee is on leave of absence without pay as a result of temporary disability as substantiated by a doctor's certificate or for on-the-job injury, seniority will accrue indefinitely. An employee will accrue seniority while on leave without pay or layoff for one (1) year or for a period equal to the length of time worked if less than one year.

In the event that two (2) or more employees have an identical seniority date, the order of their seniority shall be determined by the alphabetical order of last names.

The City will maintain a seniority list showing the length of continuous service and will make a copy of the list available to the Union each six (6) months.

Section 2. Probation. The initial probation period for permanent appointments will be six (6) continuous months.

The probationary period may be extended in writing because of unusual circumstances. Probationary employees are entitled to all benefits of this contract with two exceptions:

1. They may not grieve any disciplinary actions taken against them.

2. They may not bid on other jobs (except for promotions).

If an employee has worked as a temporary City employee prior to appointment to a similar permanent position, the temporary time worked may be credited toward completion of probation if it is applicable experience.

For such employees, the probationary period will be shortened to reflect credit for temporary time worked. The length of probation will be specified in writing in the permanent appointment papers.

Section 3. Use of Seniority. An employee who has successfully completed an initial City probation period of six months may exercise seniority as follows:

a. Transfer Procedures. Except in the case of emergency circumstances, a notice which describes the position for permanent job openings will be posted on administrative and departmental bulletin boards for not less than five (5) working days. During this period, employees who wish to apply for the position may do so. The City will provide a written form for application which must be received in the Personnel Office by 5:00 P.M. on the day stated on the notice as the closing date. If current or laid off employees are qualified for the position he/she may compete with other employee applicants for the position.

   Step I. If qualifications including skills, abilities, and experience of the applicants are relatively equal, the employee with the greatest seniority will be offered the job first, except as provided in Section 3, subsection b.2.(a) of this Article.

   Step II. If the qualifications of current employees are marginal but equal to outside applicants they will be offered the position if it is to be filled, subject to the further provisions of Section 3, subsection b.2.(b) of this Article.

If an employee feels that seniority has been ignored by the City, he/she may request the reason for his/her rejection for the position in writing, and the written reasons will be given.

b. Reduction in Force. Reductions in force will be by departmental division according to seniority in the jobs affected with the person having the least seniority within classification to be laid off first. The City will give fifteen (15) days notice to employees who are to be laid off except in an emergency. Temporary, casual and seasonal employees within classification (e.g. those job titles listed in Appendix A) will be laid off prior to permanent employees. The City will consult with the Union as far in advance as possible prior to a contemplated layoff in order to provide the most equitable treatment to employees who are to be laid off.

   1. The City will attempt to accomplish reduction in force by attrition.

2. An employee whose job is to be eliminated may be transferred to vacancies within the department.

Employees notified of lay-off or who are subject to recall from lay-off under Section 3, Subsection c. of this Article shall be given the opportunity to bid for new or vacant non-promotional positions to be filled by the City as follows:

(a) When competing with other bargaining unit employees, a laid-off employee will be offered the job first where qualifications, including skills, abilities and experience of the applicants are relatively equal without regard to seniority.

(b) When competing with applicants who are not employees of the City, laid-off employees shall be offered the job first where the City determines the laid-off employee has the abilities to adequately perform the job under normal supervision.

3. If no vacancies exist a more senior employee being laid off shall bump the employee with the least seniority in their classification within their department; but, if no such person or position exists, the laid-off employee may bump the least senior employee in a position within their classification in the bargaining unit. If no such person or position exists within the bargaining unit, a laid-off employee may bump the least senior employee in a job outside their classification within their department and, if no such person or job exists, then the bargaining unit.

Provided, however, an employee shall not bump into a job without seniority, proper credentials (including prior recorded experience in the job with the City; except where a laid-off employee was placed in the job out of promotional sequence in the clerical, maintenance worker, plant operator, mechanic, librarian, dispatcher, planner/program analyst and construction inspector series), and the ability to perform the duties of the job under normal supervision. A person shall first bump into the highest classification which also meets the preceding conditions.

Bumping shall not result in any promotion. In no event shall a full-time employee be forced to bump the least senior employee when it would result in decreased hours of work or shall part-time employees bump into full-time positions unless their total seniority is greater based on a comparison of computation of time actually worked.

c. Recall from Layoff. The names of permanent employees laid off shall be placed on a re-employment list for the jobs affected in the layoff. Such persons shall be eligible for re-employment in reverse order of layoff in the job from which they were removed for a period of two (2) years, provided that they are still qualified and able to perform the job. Employees may apply for vacancies in the City in titles other than those affected by the layoff during the period that they are on the recall list while maintaining their option to return to the job from which they were laid off.

When an employee is notified by certified mail to last known address to return to work, he/she must make arrangements to return to work with the immediate supervisor within seven (7) days or be removed from the recall list. An employee on the recall list will accrue seniority pursuant to Section 1 of this article and will be entitled to exercise seniority accrued prior to layoff after their return to work.

d. Preferred Shift. Employees may use seniority to bid on a preferred shift or transit run provided a vacancy exists. Employees currently within the classification in which the vacancy has occurred will first be given the option to bid prior to the vacant hours being posted for other City employees. The use of seniority in library scheduling, if any, will be the subject of a separate letter to be negotiated at a later date.

Section 4. Trial Period.

A. Employee Option. A transferred employee shall be granted up to ten (10) days to determine if he/she wants to continue in the position to which he/she voluntarily transferred. If during the option period the employee desires to do so, he/she may return to the previous position.

B. City Option. The length of the trial period for a person who is transferring to another position within the City will be adapted to the type of job, length of City employment and similarity to previous jobs, but will not be longer than forty (40) working days except by agreement between the City and the Union. A transferred employee agrees not to initiate another transfer for six (6) months. This limitation on voluntary transfers does not apply to promotions. If the employee's performance is unsatisfactory at the end of the trial period, they may return to their previous position or a similar vacancy.

Section 5. Compensation after Transfer. When an employee transfers to another position within the same or a lower range he/she shall move to a step and rate of pay within the range of the position transferred to with pay to be determined on the basis of relative skills, abilities, experience and seniority. When an employee transfers to a higher range his/her pay shall fall within that range and in no event will be less than the equivalent of a one step increase based on their pay prior to the transfer.

Section 6. Transit Seniority. In the event two or more transit drivers have identical seniority dates, the order of seniority for selecting transit runs shall be determined by lot.

ARTICLE 14
DISCIPLINE

Section 1. Purpose. All parties to this Agreement recognize that a certain amount of discipline is necessary for efficient operation of the City and the City has rights and responsibilities under law in providing services in an efficient manner. These certain penalties for infractions are agreed upon by the parties as a mode of operating and are not intended to limit the management rights of the City as explained in Chapter 20 of the current Code of Iowa. Disciplinary actions against employees will be taken for just cause. Appeal of disciplinary actions shall be by permanent employees and shall be through the grievance procedure set forth in this Agreement.

Section 2. The goals of progressive discipline are to correct behavior and produce efficient City operations rather than merely to punish wrongdoers. Disciplinary actions or measures shall ordinarily be invoked in the order listed:

a. Oral reprimand or warning.
b. Written reprimand or warning.
c. Suspension with loss of pay.
d. Discharge.

Section 3. Serious violations may be dealt with by any of the above disciplinary measures on the first offense. Permanent employees shall have the right to take up a suspension or discharge at Step 2 of the grievance procedure.

Section 4. An employee may request the presence of a steward at the time of discipline. The steward may request a copy of the oral or written warning at that time. A copy of suspension or discharge will be forwarded to the chief steward.

ARTICLE 15
INSURANCE

Section 1. Medical Insurance. The City will provide the health insurance policy known as the Blue Cross/Blue Shield "Iowa 500," Alliance, two-day deductible plan for employees and eligible dependents. Employees who elect to obtain family coverage will pay forty dollars ($40.00) per month (prorated for part-time employees) toward the cost of such coverage. A pro rata share of the cost of the premium will be paid for part-time employees.

A description of the provisions of the negotiated "Iowa 500," Alliance, plan are set forth in Appendix "B". Benefit coverages are based on usual, customary and reasonable rates. Disputes regarding specific claims shall be addressed to the insurance company and are not subject to the grievance procedure of this agreement.

The parties agree to actively pursue incentives and/or other alternatives to the existing health care plan and pledge their mutual cooperation to achieve this end. However, no such programs will be implemented except upon mutual agreement by the City and the Union.

The City may meet with representatives of the Union for the purpose of negotiating an alternative to the "Iowa 500," Alliance. Five Union representatives shall attend such meetings without loss of pay. Should the parties fail to agree, they will proceed to arbitration pursuant to Article 20. The issue to be decided by the arbitrator is the appropriateness of such an alternative, and whether or not it is reasonably equivalent to the "Iowa 500," Alliance. If the arbitrator determines that the alternative is not appropriate or reasonably equivalent, the "Iowa 500," Alliance plan shall remain in effect.

Section 2. Life Insurance. The City will provide a term life insurance policy for employees the face value of which is an amount equal to the next even thousand dollars greater than annual salary.

e.g., If an employee's annual salary is $8,834, the face value of the life insurance policy is $9,000.

In the policy currently provided coverage does not become effective until ninety (90) days after employment.

Section 3. Dental Insurance. The City will provide dental insurance for employees. Family dental insurance will be made available to the employee at the employee's expense.

A description of the provisions of the negotiated Delta Dental plan are set forth in Appendix "B". Benefit coverages are based on usual, customary, and reasonable rates. Disputes regarding specific claims shall be addressed to the insurance company and are not subject to the grievance procedure of this agreement.

Section 4. Payroll Deductions. When the employer develops the computer capability to accommodate payroll deductions for a Union insurance plan or group benefit plan it shall provide for deduction of up to one such item.

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization, provided there is field capability and required deductions are not negatively affected. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 5. Carrier Change. The parties agree that the employer may change insurance carriers provided the Union is given 60 days written notice of the change and the specifications and administration of the insurance plan(s) are not diminished. Regarding life and long-term disability insurance, the specifications provided in Sections 2 and 6 of this Article define those below which benefits shall not be diminished under this Section.

Section 6. Long Term Disability Insurance. The City will provide long-term disability insurance for permanent full-time bargaining unit employees and for permanent part-time bargaining unit employees who work or are on paid leave time an average of 30 or more hours per week, with sixty percent (60%) coverage of salary to a maximum of three thousand dollars ($3,000) per month. This benefit, as applied, shall be subject to other applicable offsets such as worker's compensation, social security, sick leave, etc. Such disability insurance shall begin paying benefits after ninety (90) working days of continuous covered total disability. Regardless of other situations which are covered or not covered by the terms of the policy, long-term disability benefits shall not pay for situations arising from employment by any employer other than the City of Iowa City. Disputes regarding specific claims shall be addressed to the insurance company and are not subject to the grievance procedures of this agreement.

The City will absorb the cost of long-term disability insurance during the term of this contract provided that premiums do not increase in an amount greater than ten percent (10%). If said premiums do increase by more than ten percent (10%), the increase shall be subject to mutual agreement by the parties. All other increases in premium costs shall be subject to normal contract negotiations. All increases shall be included in computing the financial terms of any negotiated contract settlement. For the 2004-2007 collective bargaining agreement, the 10% increase language will only apply to the second and third years.

The parties agree to meet and confer regarding any proposed job retraining for a disabled City employee, in order to discuss the terms and conditions of such retraining and reassignment.

ARTICLE 16
SAFETY

Section 1. Policy. The City and the Union recognize the importance of the personal safety of individual employees on the job and recognize that in the routine course of work employees are subject to risks.

Section 2. Standards. Employees shall not be required to work in areas or to operate equipment which is a hazard to themselves or the public. Periodic training in safety matters will be provided to employees who engage in hazardous work. Employees will have access to protective gear required by law. Employees will handle property and equipment of the City with due care appropriate to the nature of the work and equipment employed.

Section 3. Notice of Defect. Employees who operate equipment shall, during or immediately following the work day, report any defect noticed by him/her in said equipment to the immediate supervisor.

Section 4. Special Grievance Procedure. If an employee is requested to work in a location or with equipment which presents an imminent personal hazard to him/herself or others the employee will report immediately to the Division Superintendent or designee who will determine the minimal standards under which employees must work. If the employee is then directed to work in a location or with equipment which is an imminent personal hazard to him/herself, he/she shall file a Step 2 grievance with the Department Director. Other disputes over safety hazards will be processed through the regular grievance procedure in Article 20 Section 4. Use of this procedure to create unnecessary delays will result in disciplinary action.

Section 5. Safety Committee. The Union shall select two (2) city employees as representatives to each department/division safety committee.

Section 6. The employer will provide required protective clothing or protective devices, including up to $125.00 annually for the purchase of safety shoes. Employees required to wear shoes with puncture resistant soles will receive such reimbursement up to $175 annually. The employer shall pay the reasonable full cost of medically prescribed safety shoes. All safety shoe purchases must receive prior approval from the employee's immediate supervisor. Denial of safety shoe purchase is subject to the grievance procedure commencing at Step 2.

Section 7. The employer will provide up to $100.00 during each fiscal year for the purchase of prescription safety glasses, as needed, for those employees who are required to regularly wear safety glasses. The employer may specify the source and type of safety glasses for which reimbursement will be made. Replacement of safety glasses shall be subject to approval by the supervisor.

ARTICLE 17
PERSONNEL TRANSACTIONS

Section 1. Employees shall receive a copy of payroll transactions, performance evaluations, and other documents which will be used for purposes of promotion, evaluation or discipline. The employee's copy will be forwarded at the time it is placed in the file.

Section 2. Under the supervision of an employee of the Human Relations Office and during normal business hours, employees shall have access to their personnel files including the right to copy the contents of the file at their own expense. An employee shall have the right to attach a written response to any document in his/her personnel file.

Section 3. Upon request, written warnings for minor infractions which are over twelve (12) months old will be removed from an employee's file, provided the problem has been corrected or there has been substantial improvement toward correction.

Section 4. Oral warnings shall not be part of an employee's personnel record except as a notation of when such warning was given. Upon request, such notation shall be removed from the personnel file following eight months of service without any discipline.

ARTICLE 18
CLOTHING AND EQUIPMENT

Section 1. Employees who are required to wear special uniforms will be provided with such uniforms. Uniform shirts shall be ANSI approved when obtained, subject to availability from local (within a 65 mile radius of Iowa City) uniform companies at competitive prices. Cleaning and maintenance will be paid by the employer. Outerwear, including hats, jackets and coats, will not be provided, except for Parking Enforcement Attendants. Gloves for discomfort from cold will not be provided. Rain hats and rain coats will be provided for employees required to perform a majority of their work out-of-doors. (Police Department employees see Appendix G.)

Section 2. Commercial Drivers License. The employer will reimburse non-probationary employees for the difference between the cost of an operators license and Commercial Drivers License and any endorsements or restriction removals when the employee's job requirement includes possession of such license. When available, the City will provide equipment necessary to take the applicable tests.

ARTICLE 19
RECOVERY AND REHABILITATION PROGRAM

Section 1. Voluntary Referral Service. The City will provide where possible a voluntary referral service for employees with personal problems. Employees who suspect they may have a work problem even in the early stages are encouraged to seek treatment or counseling. All such requests and/or referrals in Section 3 for service will be treated in a confidential manner. Every attempt will be made to assist employees in obtaining needed services if they voluntarily request such assistance.

Section 2. Problem Drinking. In the interest of providing efficient services to the public the City recognizes that employee alcoholism can and should be treated. Educational materials on problem drinking may be requested from the Human Relations office. All bargaining unit employees are eligible for treatment and rehabilitation for alcoholism or problem drinking through the City's referral service and other available community resources. Alcoholism as an illness is not a cause for discipline per se; however, interference with job performance may be subject to discipline. Every attempt will be made by the City and the Union to assist employees with drinking problems to obtain needed assistance. Rehabilitation assistance will be offered, but if job performance is not raised to an acceptable level, disciplinary action will be taken.

Section 3. Procedure. Supervisors who identify work problems or stewards who identify personal problems may refer employees to the Human Relations office for assistance in obtaining educational and rehabilitation services for alcoholism or other personal problems which influence performance. Nothing in this section relieves employees of responsibility for their conduct on the job.

ARTICLE 20
GRIEVANCE PROCEDURE

Section 1. Definitions. The word "grievance" wherever used in this Agreement shall mean any dispute between the City and the Union or any employee with regard to the meaning, application, or violation of any of the terms and provisions of this Agreement. The word "working day" shall be defined as any day except Saturday and Sunday and holidays listed in Article 9, Section 1, excluding the personal leave day, for purposes of this section.

Section 2. Representation. An employee who is a member of the bargaining unit covered by this Agreement shall have the right to be represented by a steward at any grievance hearing or at any step of the grievance procedure, if he/she chooses. Employees are also entitled to representation by a steward at disciplinary conferences. Stewards will not attend other conferences between supervisors and employees except with the supervisor's approval.

The Union will certify the names and addresses of the designated stewards to the City Personnel Administrator. In the absence of such certification the City will not be obligated under this Article to release any employee from duty for the purposes of investigating a grievance or representing another employee in any disciplinary or grievance proceeding.

The City will compensate not more than one employee steward for the investigation of a grievance. If a second City employee has a special office in the Union handling grievances, that employee may request released time from his/her supervisor, and permission to work on the grievance will not be unreasonably withheld, but the City will not provide compensation for time spent. Any stewards who are City employees shall be released from work for not more than two (2) hours in one work week to work on grievance resolution. The employee will obtain permission from the immediate supervisor before investigating the grievance, but such permission will not be unreasonably withheld. Released time under this section is limited to grievance resolution. Notwithstanding any of the above, the Union President shall be released from work without loss of pay for a reasonable amount of time during any work week to work on grievance resolution.

Supervisors and stewards agree to handle discipline and grievances with discretion.

Section 3. Limitations. Unless a grievance is appealed as hereinafter provided, it shall have no further validity or effect. Time limits may be extended by mutual agreement of the parties. Any monetary award or compensation arising out of the resolution of a grievance is limited to the period of time sixty (60) days prior to the filing of the grievance regardless of the length of the practice giving rise to the grievance or the employee's lack of knowledge thereof.

The following provisions will apply to interpretation of the above language:

1. Pay corrections in matters involving inaccuracies in payment of base pay and merit increases or inaccuracies created by data entry or other Accounting Division error will be made retroactive to the date of the error, which may be greater than sixty (60) days.
2. Any other type of payment error will be subject to the 60 day limitation on retroactive pay as outlined in Article 20.

Section 4. Procedures. A grievance that may arise shall be processed and settled in the following manner:

A. Step 1. The grievance shall be presented orally for discussion between the employee grievant, the steward if the employee chooses to be represented by a steward, and the employee's immediate supervisor within seven (7) working days after the knowledge of the event giving rise to the grievance. The supervisor shall deliver the answer verbally to the aggrieved employee or steward within seven (7) working days after the Step 1 conference. The date of the oral presentation of the grievance and the date of the verbal response shall be certified in writing. If no response is received from the supervisor within seven (7) working days the grievance will be processed pursuant to Step 2.

B. Step 2. If the grievance is not resolved by Step 1, the aggrieved employee or his/her steward (if applicable) shall, within seven (7) working days following completion of Step 1, present three (3) written copies of such grievance signed by the aggrieved person, two (2) to be filed with the Department Director or designated representative and one (1) to be filed with the Union. For Library employees the grievance must be filed at this Step with the Library Director or designee. The written grievance shall contain a statement from the employee of the facts and section of this Agreement grieved and specifying what relief or remedy is desired. The grievant and steward shall include on the written grievance their names and the addresses to which they wish a response to be sent.

The grievant, steward and department director shall meet within seven (7) working days to discuss the grievance. The Department Director shall issue a decision in writing within seven (7) working days following the meeting.

C. Step 3. A grievance not resolved by Step 2 shall be submitted to the City Manager or his/her designee within fifteen (15) working days of the date of receipt of the written decision referred to in Step 2. A meeting between the parties may be held if requested in writing. Such meeting shall be held within fifteen (15) working days. The City Manager will respond to the grievant and steward within fifteen (15) working days following receipt of the grievance or the third step meeting (if requested).

D. Arbitration. Grievances not resolved at Step 3 of the Grievance Procedure may be submitted to a third party for arbitration. A request for arbitration must be submitted by written notice to the other party within ten (10) working days following receipt of the City Manager's decision at Step 3. Copies of any such request will be furnished to the City and to the Union.

The cost of arbitration and recording the same shall be divided equally between the parties to this Agreement. The cost of a certified court report, if requested by the arbitrator, shall be divided equally between the parties. Each party will pay for the cost of its own case preparation and for expenses of witnesses.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the City and the Union within five (5) working days after notice has been given. If the parties fail to select an arbitrator, a request by either or both parties shall be made to the Federal Mediation and Conciliation Service to provide a panel of five (5) prospective arbitrators who are members of the National Academy of Arbitrators. Both the City and the Union shall have the right to strike two names from the panel. The party giving notice for 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 arbitrator shall have the power to interpret, apply, and enforce this written Agreement but shall have no power to add to, subtract from, or modify the terms thereof. The rules of evidence and the nature of conduct required during the arbitration hearing shall be in accordance with all state and federal legislation, applicable rules and regulations.

The decision of the arbitrator shall be issued within thirty (30) days after conclusion of the hearing and shall be final and binding upon the parties.

The parties of the grievance, their witnesses and representatives shall have the right to be present at the grievance arbitration in addition to the arbitrator. Other persons may be present at arbitration hearings as the parties may mutually agree. Either party shall have the right to record the evidence presented at the arbitration hearing. Arbitration hearings shall be closed to the public and evidence taken shall not be revealed to any third party until such time as the decision of the arbitrator is made unless parties agree otherwise.

Section 5. Labor-Management Committee. The Labor-Management Committee shall consist of the persons designated by the Union and the City. Not more than four (4) bargaining unit employees may be excused to attend meetings held during working hours. Representatives or agents of the parties may be present at grievance committee meetings.

a. Bargaining unit employees (not more than four) excused from work to attend committee meetings will be paid for all regular duty time spent at such meetings.

b. "Representatives or agents of the parties" as referenced above means only those representatives or agents retained by AFSCME and does not include, for the purpose of pay, officers, stewards, or other members of the bargaining unit.

c. It is thus understood that the City shall in no circumstances be obliged to pay more than four (4) bargaining unit employees for duty time spent in attendance at a Labor-Management Committee meeting under the terms and provisions of this Section, except in such cases where said provisions may be voluntarily waived by both parties to the agreement.

Meetings shall be no longer than two (2) hours in length and shall be scheduled to alternate between the working hours and non-working hours of the labor members unless mutually agreed otherwise.

The function of the Labor-Management Committee shall be to meet and confer monthly with the City during the life of the contract for the purpose of adjusting pending grievances and to discuss procedures for avoiding future grievances (including safety matters) provided that:

a. No topics will come before the Labor-Management Committee which are proper subjects for negotiations (e.g., new demands, changed circumstances, requests for new language, etc.); except for the investigation and discussion of cost containment features to health insurance. Any such features recommended by the committee must be ratified by the City and the Union prior to implementation.

b. Every agenda item will be investigated before the meeting with the appropriate Department Director or designee. (Public Works – Division Heads).

Section 6. Employee Involvement Efforts. The parties agree to actively pursue employee involvement efforts which will provide for joint problem-solving and more effective communication and pledge their mutual cooperation to achieve this end. However, no such programs will be implemented except upon mutual agreement by the City and the Union.

ARTICLE 21
PAY PLAN

Section 1. Classification Plan. The classification plan for bargaining unit employees is attached to this Agreement (see Appendix A). The pay plan in effect on July 2, 2004, shall be adjusted upward by two and sixty-five one-hundredths percent (2.65%) effective July 3, 2004. The pay plan in effect on July 1, 2005, shall be adjusted upward by two and seventy-five one-hundredths percent (2.75%) effective July 2, 2005. The pay plan in effect on June 30, 2006, shall be adjusted upward by two and eighty-five one-hundredths percent (2.85%) effective July 1, 2006. The effective date of compensation adjustments and benefit adjustments applicable to any fiscal year will be the first day of the pay period which begins between the dates of June 24 and July 7, inclusive.

Effective dates over the next four years, for example, are as follows:

July 2, 2005	June 30, 2007
July 1, 2006	June 28, 2008

Section 2. Merit Plan. The pay plan is based on performance evaluations and merit. The City will justify the denial of merit increases following the employee's eligibility date. An employee who does not receive a merit increase on his/her eligibility date may file a Step 2 grievance.

Section 3. Pay Plan. Each range of the pay classification plan will contain six (6) steps (1-6). Employees at Step 1 are eligible for review and an increase to Step 2 after six (6) months. Step 1 will be determined by the City unilaterally based on market information and other factors relating to the particular job title for which the wage is being set. Employees on Steps 2-6 are eligible for review and an increase to the next step annually. Employees on Step 6 or those who are outside of the range are not eligible for step increases.

Section 4. Equipment Mechanics Stipend. Each of the Equipment Division employees who is required to provide a complete set of mechanics tools will receive fifty dollars ($50.00) on or before July 15 of each of the contract years of this Agreement.

Section 5. Longevity Pay. Permanent employees who have completed the required number of years of continuous service with the City by December 1 shall receive longevity pay on a separate check on the last payday in November in accordance with this schedule:

YEARS COMPLETED ON DECEMBER 1	AMOUNT
5 years	$325.00
10 years	500.00
15 years	650.00
20 years	800.00
25 years	1,050.00

Employees who terminate will receive a prorata share of the longevity payment reflected in their final check. The proration will be based on the nearest whole month of the year.

Section 6. Pre-Tax Advantage Program. The Employer will offer employees a program, consistent with IRS regulations, through which employees may elect to make pre-tax reductions in taxable wages which will be paid to an account from which dependent care and health/dental premiums and expenses not covered by insurance will be paid.

Section 7. Time Cards and Time Sheets. For all City employees, the City shall provide the employee an opportunity to review their time card and time sheet at the same time.

ARTICLE 22
AUTHORIZED REPRESENTATION, ENTIRE AGREEMENT AND WAIVER

All negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and the City. Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representatives of the parties.

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 duration. All parties to this Agreement waive each and every right to negotiate to which they would otherwise be entitled under the laws of the State of Iowa.

ARTICLE 23
GENERAL CONDITIONS

Section 1. This agreement shall be construed under the laws of Iowa.

Section 2. The City agrees to meet and confer at reasonable times with the Union on mandatory items to the fullest extent required by law and to provide to the Union a copy of the City Personnel Rules and Regulations and any amendments as adopted by Council. Comments on rules and the need for revisions in rules and regulations may be discussed by the Labor-Management Committee but any new negotiations on mandatory items or other items will be conducted only by authorized teams in compliance with this complete Agreement.

Section 3. The City and the Union agree they will not act to discriminate because of race, creed, color, sex, age, national origin, gender identity, disability, religion, marital status, sexual orientation, or political affiliation unless the reason for the discrimination is job-related or otherwise allowed by law.

Section 4. Early Retirement Incentive. The City will give the Union notice and opportunity to discuss, at a labor management committee meeting, prior to implementing any early retirement incentive program. Such program must be applied on a unit-wide basis and participation will be voluntary.

ARTICLE 24
DURATION OF AGREEMENT

This agreement shall be in effect between July 1, 2004, and June 30, 2007. Furthermore, this contract shall continue from year to year subsequent to June 30, 2007, unless written notice to change or modify it is mailed or hand-delivered by either party to the other party prior to September 15 of the year preceding the expiration date or any extension thereof, and received by the other party no later than September 25 of that same year or the next working day thereafter.

ARTICLE 25
SAVINGS CLAUSE

Should any Article, Section, or any portion thereof of this Agreement be held unlawful and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific 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. Neither party shall be required as a result of their agreement with each other to conduct themselves in a manner which would cause them to neglect their duties under law or to engage in activities in violation of the law.

If replacement provisions are deemed necessary by the Union or Management they shall be negotiated immediately.

Cases involving issues cognizable under the Iowa Civil Service Law (Chapter 400 et. seq. as amended) shall not be subject to the grievance and arbitration provisions of this contract unless this contract specifically regulates the issue(s) in question.

THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL #183

By: Paul F. Show
PRESIDENT

By: [illegible]
Christine M. Weinard
Bob Wood
Joan G. Siders
[illegible]
[illegible]
[illegible]
Tony Wonell
[illegible]

TEAM MEMBERS

By: [illegible]
AFSCME/Iowa Council 61

CITY OF IOWA CITY, IOWA

By: [illegible]
MAYOR

ATTEST: Marian K. Karr
CITY CLERK

LIBRARY BOARD OF IOWA CITY, IOWA

By: [illegible]
PRESIDENT

By: Pat Schwack
SECRETARY

Approved by

[illegible]
CITY ATTORNEY'S OFFICE
4-21-04

AFSCME JOB TITLE LIST

FY05 (JULY 3, 2004)

Paygrade:	Job Title
1	Custodian
	MWI - Recreation
	MWI - Senior Center
	MWI - Transit Facility
2	Cashier - Parking
	Central Services Info Clerk
	Kennel Assistant
	MWI - Government Bldgs
	MWI - Meter Reader
	MWI - Parking Systems
	MWI - Pools
	MWI - Transit
	Mail Clerk
	MWI - Library
	Landfill Clerk
	MWI - Transit Building Maintenance
	Swimming Pool Assistant
3	Cashier - Treasury
	Clerical Assist - Cable TV
	Clerk Typist - Prks & Forestry
	Library Clerk
	MWI - Towing
	MWI - Wastewater Treatment
	MWI - Water Customer Service
	MWII - Government Bldgs
	Parking Enforcement Attendant
	Scalehouse Operator
	Water Services Clerk
	MWII - Library
	Clerical Assist - PCD
	Equipment Clerk
	MWI - Water Plant
4	Account Clerk - Accounting
	Account Clerk - Treasury
	Clerk Typist - Solid Waste
	MWI - Forestry
	MWI - Refuse
	MWI - Streets
	MWII - CBD
	MWII - Cemetery
	MWII - Parking Systems
	Police Records Clerk
	Public Services Clerk
	Sr Clerk Typist - Recreation
5	MWII - Parks
	MWII - Ramp/Meter Repair
	MWII - Recreation
	MWII - Transit
	Sr Library Clerk
	Sr Police Records Clerk
6	Animal Control Officer
	Buyer I - Equipment
	Community Service Officer
	Library Assistant I
	MWII - Water Service
	Mass Transit Operator
	Sr Account Clerk - Treasury
	Recycle Clerk - Landfill
7	Customer Serv Rep - Parking
	Library Assistant II
	MWII - Landfill
	MWII - Landfill/Recycle
	MWII - Pools
	MWII - Refuse
	MWII - Wastewater Treatment Plant
	Parts/Data Entry Clerk
	Production Assistant
	Program Assistant
	Sr Clerk Typist - Sr. Center
	Sr Clerk Typist - Streets
	Sr Clerk Typist - Wastewater
	Housing Assistant
	MWII - Water Distribution
	Customer Serv Rep - Transit
8	Engineering Technician
	Laboratory Technician
	Library Assistant III
	MWII - Forestry
	MWII - Streets
	MWIII - Cemetery
	MWIII - Landfill
	MWIII - Parks
	MWIII - Wastewater Collection
	Sr Accounts Payable Clerk
	Special Projects Asst - Cable

AFSCME JOB TITLE LIST

FY05 (JULY 3, 2004)

Paygrade	Job Title
9	Buyer II
	Community Programmer
	Construction Inspector I
	Customer Service Rep
	Electrician
	Emergency Comm Dispatcher
	Mechanic I - Equipment
	Office Coord - Recreation
	Sr Engineering Technician
	Sr Library Assistant
	Housing Program Assistant
	MWIII - Senior Center
	Communications Tech - Cable
10	Body Repair Mechanic
	Housing Inspector
	Housing Office Manager
	MWIII - Water Dist
	Maintenance Operator - Wastewater
	Public Info/Ed Coordinator - Water
	TPO - Wastewater Treatment
	TPO - Water
	Maintenance Operator - Water
11	Customer Service Coord
	Housing Rehab Specialist
	MWIII - Streets
	MWIII - Wastewater
	Mechanic II - Equipment
	Microcomputer Specialist
	Page Supervisor
	Special Projects Inspector
	Library Web Specialist
	Mechanic II - Transit
	Accountant - Payroll
12	Construction Inspector II
	Electronics Tech - Wastewater
	Librarian I
	Special Projects Inspector II
	Sr MW - CBD
	Sr MW - Forestry
	Sr MW - Parks
	Sr MW - Turfgrass Specialist
	Utilities Technician
	Electronics Tech - Water
	Building Inspector
	Sr MW - Parking & Transit
13	Chemist
	Development Reg Specialist
	Elec Tech - Traffic Eng
	FSS Program Coordinator
	Librarian II
	Mechanic III - Equipment (DAY)
	Mechanic III - Equipment (EVE)
	Sr Accountant - Accounting
	Sr Accountant - Treasury
	Sr MW - Wastewater Collection
	Survey Party Chief
	Mechanic III - Transit
	Internal Auditor
14	Program Spec - Sr Center
	Rec Program Supervisor
	Sr Construction Inspector
	Sr MW - Streets
	Sr MW - Wastewater Plant
	Sr MW - Water Dist
	Sr TPO - Wastewater
	Volunteer Spec - Sr Center
	Sr TPO - Water
	Network Database Specialist
	Sr MW - Water Plant
15	Associate Planner
	Civil Engineer
	Human Rights Investigator
	Human Services Coord
	Sr Librarian
	Solid Waste Planner

IOWA 500

IOWA 500 HEALTH CARE COVERAGE

IOWA 500 coverage combines basic Blue Cross hospital, Blue Shield physician and Major Medical coverages into a single program using deductibles and copayments. And after the deductible and copayment have been satisfied, the dollar coverage and number of hospital days are unlimited except for Nervous and Mental admissions.

In short, the Subscriber shares in the costs of the medically necessary hospital, medical and surgical services provided. However, the Subscriber's share never exceeds $500 per contract per year for covered services, regardless of the number of family members.

IOWA 500 plan benefits encourage medical self-maintenance practices by paying for 90% of the covered Usual, Customary and Reasonable charges for:

* One routine annual physical examination in a doctor's office or clinic
* Home and office calls needed to diagnose or treat a medical condition
* Immunizations required by a Subscriber or any person in a Subscriber's family

The idea behind IOWA 500 coverage? To encourage continuing medical self-maintenance and help reduce the length and number of unnecessary hospital stays. These efforts, of course, can help keep health care costs--and rates--in line.

THE IOWA 500 Plan Covers These Extensive Services:

HOSPITAL CARE 90/10

Inpatient
- Semi-private room and board
- Necessary services and supplies
- Operating rooms, intensive care, coronary and burn care units
- Delivery room for normal delivery, Caesarean section, miscarriage or admission for false labor
- Necessary laboratory and x-ray services

Outpatient
- Surgery
- Diagnositc x-ray and laboratory services
- Accident care

HOME HEALTH CARE 90/10

- Services provided by a Registered Nurse
- Services prescribed by a physician

PHYSICIAN SERVICES 90/10

- Home and office vists
- One routine annual physical exam
- Pre-natal and post-natal care in physician's office
- Immunizations
- Hospital visits and nursing facility visits

NERVOUS AND MENTAL 90/10

Outpatient - 90/10 to $10,000 Lifetime Maximum.

SKILLED NURSING FACILITY 90/10

- Unlimited Room and Board
- Services and supplies

THE IOWA 500 PLAN COVERS THESE OTHER SERVICES:

These other services are subject to a $100 contract deductible per calendar year

- Prescriptions
- Anesthetics
- Blood plasma
- Casts
- Crutches
- Durable medical equipment
- Other supplies when ordered by a physician

Nursing Services
- Private-duty nursing services

Ambulance
- Air
- Ground

DEDUCTIBLES AND COPAYMENT

- Hospital - The Subscriber is responsible for the first two days of semi-private room and board. Per Hospital Admission.
- Physician - The subscriber pays 10% of the physician's Usual, Customary and Reasonable charges including office calls. IOWA 500 coverage pays the remaining 90%.
- Other Supplies/Services - The subscriber pays the first $100 per contract per calendar year for medical supplies and services. These may include prescription drugs, services of a Registered Nurse, ambulance services, home health care and braces.

When the subscriber's expenditures for hospital, physician, and/or other services reach $500 per year, IOWA 500 pays 100% of all remaining charges. If the subscriber's expenditures for hospital, physician, and/or other services do not reach $500, the subscriber pays 10% of all remaining charges up to a total maximum expenditure of $500. (Outpatient treatment for nervous and mental conditions is paid 90/10 co-payment until the $10,000 Lifetime Maximum is met. Co-payment for outpatient Nervous and Mental does not apply to the out-of-pocket maximum.

CARRYOVER OF DEDUCTIBLE

Expenses for covered services incurred during the months of October, November and December and which are used to satisfy that year's deductible can be used toward satisfying the next calendar year's deductible.

Hospital Service	Physician Service	Other Covered Services
1 or 2 day deductible	90%/10%	$100 deductible
90%/10% until $500 per contract maximum		
IOWA 500 PAYS 100% of Covered Services		

ALLIANCE Program Provisions

1) The ALLIANCE program consists of seven program components. They are:

Pre-Admission Certification
Blue Cross and Blue Shield must be notified prior to any non-emergency or planned inpatient admission to a hospital, skilled nursing facility, mental health institution, or use of home health care or hospice program services.

Admission Review
Blue Cross and Blue Shield must be notified of all emergency and maternity admissions within 24 hours.

Continued Stay Review
All hospital stays will be reviewed to ensure that continued hospitalization, home care, hospice or other services are medically necessary to meet the patient's ongoing health care needs.

Individual Case Management
Focus is placed on special needs of patients with severe illnesses or injuries. Arrangement may be made to waive standard coverage limitations or exclusions that might otherwise hinder alternative care arrangements outside the hospital.

Mandatory Outpatient Surgery
Certain surgeries and procedures can be safely performed on an outpatient basis without sacrificing the quality of care. This requirement will be waived if inpatient admission is medically necessary.

Additional Home Health Care and Hospice Benefits
Coverage is provided for services not usually offered in traditional coverage. Additional home health benefits provide expanded coverage for:

- Skilled nursing services
- Physical therapy
- Speech therapy
- Occupational therapy
- Medical social services
- Home health aide services
- Enteral and parenteral nutrition
- Prescription drugs and medicines administered intravenously or intramuscularly
- Medical supplies

Hospice care has been added to include respite care, a means by which services can be provided to relieve an individual caring for a terminally ill patient at home. Also included under hospice care are continuous home care and general inpatient care services.

Hospital Bill Audits
Experienced Blue Cross and Blue Shield auditors will review a random sample of bills over $10,000. This ensures that the charges are appropriate and represent services actually received.

2) What happens if you fail to obtain prior approval for a non-emergency or planned admission?

- Always obtain pre-admission certification *prior* to any non-emergency or planned inpatient admissions. Failure to do so will result in a substantial penalty, perhaps as much as 50 percent, *after which any applicable deductible and coinsurance amounts will be applied to the remaining balance.* Remember, it is *your* responsibility to make sure the call is placed.

  Remember that it is not necessary to contact Blue Cross and Blue Shield *unless* you are admitted as an inpatient to a health care facility or to receive home health or hospice services. For example, if you obtain care on an outpatient basis (i.e., visit the doctor's office or go to a hospital emergency room or clinic), and you are *not* admitted for inpatient treatment, you need not contact us.
- Always notify Blue Cross and Blue Shield of all emergency and maternity admissions within 24 hours. If you fail to do so, you will be responsible for the room-and-board charges for any days it is determined your condition did not require inpatient hospitalization.

3) To appeal a possible reduction of benefits:

- You or your physician may ask for a reconsideration of the decision. All requests should be made in writing and submitted by either you or your physician.
- You must appeal a benefit reduction within six months of receipt of notice for failure to notify Blue Cross and Blue Shield of an emergency or maternity admission within 24 hours.

ALLIANCE. . .working with you, for you!

Summary of Benefits

DELTA DENTAL COVERAGE

Delta Dental Plan of Iowa coverage not only provides a variety of benefits but also encourages timely and effective dental maintenance. More than 80% of the dentists in Iowa participate in the Delta Dental program. Delta Dental payment is based on Usual, Customary and Reasonable allowances, subject to deductible and copayment provisions of the program.

Your Delta Dental program includes a "medical necessity" provision which ensures coverage for dental services provided within generally accepted dental practices.

Like Blue Cross and Blue Shield of Iowa, the Delta Dental Plan receives claims directly from participating dentists. And we pay them directly for you. That eliminates claims-handling chores for you and your employees — and saves valuable time and money.

To provide a program to meet your company's needs, Delta Dental Plan benefits are available with deductibles, copayments and maximum payment allowances for covered services.

These benefits are combined to meet your needs:

Preventive Maintenance benefit includes:

- Routine checkups at six-month intervals including bitewing x-rays at 12-month intervals.
- Teeth cleaning once every six months.
- Topical fluoride applications as prescribed but no more than once every six months.
- Full-mouth x-rays once in any three-year interval unless special need is demonstrated.

Routine Restorative benefit provides ongoing care including:

- Regular cavity fillings.
- Oral surgery (including pre- and post-operative care).
- Emergency treatment for relief of pain.

Major Restorative benefit covers:

- High-cost fillings.
- Cast restorations.
- Root canal fillings.
- Non-surgical treatment for gum diseases.

Delta Dental Plan of Iowa

M-0112-A 2/84 2M

Delta Dental Plan of Iowa
RATE QUOTATION

PLAN II

Program Benefits	Deductible Single/Family (Annual)	Copayment
☒ Preventive Maintenance	$ -	- %
☒ Routine Restorative	$ 25/75	50 %
☒ Major Restorative	$ "	50 %
☐ Dental Prosthetics	$	%
☐ Periodontics	$	%
☐ Orthodontics	$	%

☐ Dependents to age _____

☐ Full-time students

☐ Adults

Program Maximums

Single $ 500 per year

Family $ 500 per member, per year

Lifetime benefit maximum on Orthodontics $ _____

Program Rates*

Single $ _____ per month

Family $ ___ ___ per month

These rates guaranteed for 12 months beginning on 7-1-85 (date)

if purchased by 7-1-85 (date).

*Rates quoted here are based upon census information provided and acquiring and maintaining a minimum enrollment of 90% of total eligible employees for the duration of the contract.

Authorized Representative

12-26-84
Date

This is a general description of coverage. It is not a statement of contract. Actual coverage is subject to the terms and conditions specified in the contract itself and enrollment regulations in force when the contract becomes effective.

Delta Dental Plan of Iowa

City of Iowa City
Dental Benefit Plan

7/1/02 through 6/30/03

Individual Annual Maximum		$1,000
Orthodontic Lifetime Maximum		NA
Deductible	Single	$25
	Family	$75
Diagnostic & Preventive		100%
Deductible Waived		
Routine and Restorative		80%
Deductible Applies		
Perodontics		80%
Deductible Applies		
Surgical Periodontics - Not Covered		
Endontics		50%
Deductible Applies		
Cast Restorations		50%
Deductible Applies		

RECEIVED
APR - 2 2001
HUMAN RESOURCES/PERSONNEL

PAYGRADE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1						
Custodian	$12.06	$13.52	$13.93	$14.43	$14.87	$15.39
MW I - Recreation	$964.80	$1,081.60	$1,114.40	$1,154.40	$1,189.60	$1,231.20
MW I - Sr Center	$25,084.80	$28,121.60	$28,974.40	$30,014.40	$30,929.60	$32,011.20
MW I - Transit Facility						
2						
Cashier - Parking	$12.42	$13.93	$14.43	$14.87	$15.39	$15.91
Central Services Info Clerk	$993.60	$1,114.40	$1,154.40	$1,189.60	$1,231.20	$1,272.80
Kennel Assistant	$25,833.60	$28,974.40	$30,014.40	$30,929.60	$32,011.20	$33,092.80
MW I - Govt Bldgs						
MW I - Meter Reader						
MW I - Parking Systems						
MW I - Pools						
MW I - Transit						
Mail Clerk						
MW I - Library						
Landfill Clerk						
MWI - Transit Bldg Mnt						
Swimming Pool Asst						
3						
Cashier-Treasury	$12.83	$14.43	$14.87	$15.39	$15.91	$16.47
Clerical Assist - Cable TV	$1,026.40	$1,154.40	$1,189.60	$1,231.20	$1,272.80	$1,317.60
Clerk Typist - Prks & Forestry	$26,686.40	$30,014.40	$30,929.60	$32,011.20	$33,092.80	$34,257.60
Library Clerk						
MW I - Towing						
MW I - Wastewater Treatment						
MW I - Water Customer Service						
MW II - Government Bldgs						
Parking Enforcement Attendant						
Scalehouse Operator						
Water Services Clerk						
MW II -Library						
Clerical Assist - PCD						
Equipment Clerk						
MW I - Water Plant						
4						
Account Clerk - Acctng	$13.28	$14.87	$15.39	$15.91	$16.47	$17.08
Account Clerk - Treasury	$1,062.40	$1,189.60	$1,231.20	$1,272.80	$1,317.60	$1,366.40
Clerk/Typist - Solid Waste	$27,622.40	$30,929.60	$32,011.20	$33,092.80	$34,257.60	$35,526.40
MW I - Forestry						
MW I - Refuse						
MW I - Streets						
MW II - CBD						
MW II - Cemetery						
MW II - Parking Systems						
Police Records Clerk						
Public Services Clerk						
Sr Clerk/Typist - Recreation						

PAYGRADE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
5						
MW II - Parks	$13.77	$15.37	$15.84	$16.34	$16.95	$17.50
MW II - Ramp/Meter Repair	$1,101.60	$1,229.60	$1,267.20	$1,307.20	$1,356.00	$1,400.00
MW II - Recreation	$28,641.60	$31,969.60	$32,947.20	$33,987.20	$35,256.00	$36,400.00
MW II - Transit						
Sr Library Clerk						
Sr Police Records Clerk						
6						
Animal Control Officer	$14.20	$15.91	$16.47	$17.08	$17.66	$18.29
Buyer I - Equipment	$1,136.00	$1,272.80	$1,317.60	$1,366.40	$1,412.80	$1,463.20
Community Service Officer	$29,536.00	$33,092.80	$34,257.60	$35,526.40	$36,732.80	$38,043.20
Library Assistant I						
MW II - Water Service						
Mass Transit Operator						
Sr Account Clerk - Treasury						
Recycle Clerk - Landfill						
7						
Customer Serv Rep - Parking	$14.71	$16.47	$17.08	$17.66	$18.29	$18.96
Library Assistant II	$1,176.80	$1,317.60	$1,366.40	$1,412.80	$1,463.20	$1,516.80
MW II - Landfill	$30,596.80	$34,257.60	$35,526.40	$36,732.80	$38,043.20	$39,436.80
MW II - Landfill/Recycle						
MW II - Pools						
MW II - Refuse						
MW II - Wastewater Treatment Plnt						
Parts/Data Entry Clerk						
Production Assistant						
Program Assistant						
Sr Clerk/Typist - Sr Center						
Sr Clerk/Typist - Streets						
Sr Clerk/Typist - Wastewater						
Housing Assistant						
MWII - Water Dist.						
Customer Serv Rep - Transit						
8						
Engineering Technician	$15.18	$17.08	$17.66	$18.29	$18.96	$19.64
Laboratory Technician	$1,214.40	$1,366.40	$1,412.80	$1,463.20	$1,516.80	$1,571.20
Library Assistant III	$31,574.40	$35,526.40	$36,732.80	$38,043.20	$39,436.80	$40,851.20
MW II - Forestry						
MW II - Streets						
MW III - Cemetery						
MW III - Landfill						
MW III - Parks						
MW III - Wastewater Collection						
Sr Accounts Payable Clerk						
Special Projects Asst - Cable						

PAYGRADE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9						
Buyer II	$15.64	$17.50	$18.10	$18.74	$19.39	$20.09
Community Programmer	$1,251.20	$1,400.00	$1,448.00	$1,499.20	$1,551.20	$1,607.20
Construction Inspector I	$32,531.20	$36,400.00	$37,648.00	$38,979.20	$40,331.20	$41,787.20
Customer Service Rep						
Electrician						
Emergency Comm Dispatcher						
Mechanic I - Equipment						
Office Coord - Recreation						
Sr Engineering Tech						
Sr Library Assistant						
Housing Program Assistant						
MW III - Senior Center						
Communications Tech - Cable						
10						
Body Repair Mechanic	$16.10	$18.00	$18.61	$19.22	$19.90	$20.58
Housing Inspector	$1,288.00	$1,440.00	$1,488.80	$1,537.60	$1,592.00	$1,646.40
Housing Office Manager	$33,488.00	$37,440.00	$38,708.80	$39,977.60	$41,392.00	$42,806.40
MW III - Water Dist						
Maintenance Operator - Wastewater						
Public Info/Ed Coord - Water						
TPO - Wastewater Treatment						
TPO - Water						
Maintenance Operator - Water						
11						
Customer Service Coord	$17.16	$18.96	$19.64	$20.46	$21.16	$21.96
Housing Rehab Specialist	$1,372.80	$1,516.80	$1,571.20	$1,636.80	$1,692.80	$1,756.80
MW III - Streets	$35,692.80	$39,436.80	$40,851.20	$42,556.80	$44,012.80	$45,676.80
MW III - Wastewater						
Mechanic II - Equipment						
Microcomputer Specialist						
Page Supervisor						
Special Projects Inspector						
Library Web Specialist						
Mechanic II - Transit						
Accountant - Payroll						
12						
Construction Inspector II	$17.95	$19.63	$20.30	$21.05	$21.81	$22.53
Electronics Tech - Wastewater	$1,436.00	$1,570.40	$1,624.00	$1,684.00	$1,744.80	$1,802.40
Librarian I	$37,336.00	$40,830.40	$42,224.00	$43,784.00	$45,364.80	$46,862.40
Special Projects Inspector II						
Sr MW - CBD						
Sr MW - Forestry						
Sr MW - Parks						
Sr MW - Turfgrass Specialist						
Utilities Technician						
Electronics Tech - Water						
Building Inspector						
Sr MW - Parking & Transit						

PAYGRADE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
13						
Chemist	$18.54	$20.46	$21.16	$21.96	$22.80	$23.65
Development Reg Specialist	$1,483.20	$1,636.80	$1,692.80	$1,756.80	$1,824.00	$1,892.00
Elec Tech - Traffic Eng	$38,563.20	$42,556.80	$44,012.80	$45,676.80	$47,424.00	$49,192.00
FSS Program Coord						
Librarian II						
Mechanic III - Equipment (DAY)						
Mechanic III - Equipment (EVE)						
Sr Accountant - Acctng						
Sr Accountant - Treasury						
Sr MW - Wastewater Collection						
Survey Party Chief						
Mechanic III - Transit						
Internal Auditor						
14						
Program Spec - Sr Center	$19.24	$21.16	$21.96	$22.80	$23.65	$24.40
Rec Program Supervisor	$1,539.20	$1,692.80	$1,756.80	$1,824.00	$1,892.00	$1,952.00
Sr Construction Inspector	$40,019.20	$44,012.80	$45,676.80	$47,424.00	$49,192.00	$50,752.00
Sr MW - Streets						
Sr MW - Wastewater Plant						
Sr MW - Water Dist						
Sr TPO - Wastewater						
Volunteer Spec - Sr Center						
Sr. TPO - Water						
Network Database Specialist						
Sr MW - Water Plant						
15						
Associate Planner	$20.09	$21.99	$22.83	$23.70	$24.44	$25.28
Civil Engineer	$1,607.20	$1,759.20	$1,826.40	$1,896.00	$1,955.20	$2,022.40
Human Rights Investigator	$41,787.20	$45,739.20	$47,486.40	$49,296.00	$50,835.20	$52,582.40
Human Services Coord						
Sr Librarian						
Solid Waste Planner						

PAYGRADE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1						
Custodian	$12.39	$13.89	$14.31	$14.83	$15.28	$15.81
MW I - Recreation	$991.20	$1,111.20	$1,144.80	$1,186.40	$1,222.40	$1,264.80
MW I - Sr Center	$25,771.20	$28,891.20	$29,764.80	$30,846.40	$31,782.40	$32,884.80
MW I - Transit Facility						
2						
Cashier - Parking	$12.76	$14.31	$14.83	$15.28	$15.81	$16.35
Central Services Info Clerk	$1,020.80	$1,144.80	$1,186.40	$1,222.40	$1,264.80	$1,308.00
Kennel Assistant	$26,540.80	$29,764.80	$30,846.40	$31,782.40	$32,884.80	$34,008.00
MW I - Govt Bldgs						
MW I - Meter Reader						
MW I - Parking Systems						
MW I - Pools						
MW I - Transit						
Mail Clerk						
MW I - Library						
Landfill Clerk						
MWI - Transit Bldg Mnt						
Swimming Pool Asst						
3						
Cashier-Treasury	$13.18	$14.83	$15.28	$15.81	$16.35	$16.92
Clerical Assist - Cable TV	$1,054.40	$1,186.40	$1,222.40	$1,264.80	$1,308.00	$1,353.60
Clerk Typist - Prks & Forestry	$27,414.40	$30,846.40	$31,782.40	$32,884.80	$34,008.00	$35,193.60
Library Clerk						
MW I - Towing						
MW I - Wastewater Treatment						
MW I - Water Customer Service						
MW II - Government Bldgs						
Parking Enforcement Attendant						
Scalehouse Operator						
Water Services Clerk						
MW II -Library						
Clerical Assist - PCD						
Equipment Clerk						
MW I - Water Plant						
4						
Account Clerk - Acctng	$13.65	$15.28	$15.81	$16.35	$16.92	$17.55
Account Clerk - Treasury	$1,092.00	$1,222.40	$1,264.80	$1,308.00	$1,353.60	$1,404.00
Clerk/Typist - Solid Waste	$28,392.00	$31,782.40	$32,884.80	$34,008.00	$35,193.60	$36,504.00
MW I - Forestry						
MW I - Refuse						
MW I - Streets						
MW II - CBD						
MW II - Cemetery						
MW II - Parking Systems						
Police Records Clerk						
Public Services Clerk						
Sr Clerk/Typist - Recreation						

PAYGRADE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
5						
MW II - Parks	$14.15	$15.79	$16.28	$16.79	$17.42	$17.98
MW II - Ramp/Meter Repair	$1,132.00	$1,263.20	$1,302.40	$1,343.20	$1,393.60	$1,438.40
MW II - Recreation	$29,432.00	$32,843.20	$33,862.40	$34,923.20	$36,233.60	$37,398.40
MW II - Transit						
Sr Library Clerk						
Sr Police Records Clerk						
6						
Animal Control Officer	$14.59	$16.35	$16.92	$17.55	$18.15	$18.79
Buyer I - Equipment	$1,167.20	$1,308.00	$1,353.60	$1,404.00	$1,452.00	$1,503.20
Community Service Officer	$30,347.20	$34,008.00	$35,193.60	$36,504.00	$37,752.00	$39,083.20
Library Assistant I						
MW II - Water Service						
Mass Transit Operator						
Sr Account Clerk - Treasury						
Recycle Clerk - Landfill						
7						
Customer Serv Rep - Parking	$15.11	$16.92	$17.55	$18.15	$18.79	$19.48
Library Assistant II	$1,208.80	$1,353.60	$1,404.00	$1,452.00	$1,503.20	$1,558.40
MW II - Landfill	$31,428.80	$35,193.60	$36,504.00	$37,752.00	$39,083.20	$40,518.40
MW II - Landfill/Recycle						
MW II - Pools						
MW II - Refuse						
MW II - Wastewater Treatment Plnt						
Parts/Data Entry Clerk						
Production Assistant						
Program Assistant						
Sr Clerk/Typist - Sr Center						
Sr Clerk/Typist - Streets						
Sr Clerk/Typist - Wastewater						
Housing Assistant						
MWII - Water Dist.						
Customer Serv Rep - Transit						
8						
Engineering Technician	$15.60	$17.55	$18.15	$18.79	$19.48	$20.18
Laboratory Technician	$1,248.00	$1,404.00	$1,452.00	$1,503.20	$1,558.40	$1,614.40
Library Assistant III	$32,448.00	$36,504.00	$37,752.00	$39,083.20	$40,518.40	$41,974.40
MW II - Forestry						
MW II - Streets						
MW III - Cemetery						
MW III - Landfill						
MW III - Parks						
MW III - Wastewater Collection						
Sr Accounts Payable Clerk						
Special Projects Asst - Cable						

PAYGRADE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9						
Buyer II	$16.07	$17.98	$18.60	$19.26	$19.92	$20.64
Community Programmer	$1,285.60	$1,438.40	$1,488.00	$1,540.80	$1,593.60	$1,651.20
Construction Inspector I	$33,425.60	$37,398.40	$38,688.00	$40,060.80	$41,433.60	$42,931.20
Customer Service Rep						
Electrician						
Emergency Comm Dispatcher						
Mechanic I - Equipment						
Office Coord - Recreation						
Sr Engineering Tech						
Sr Library Assistant						
Housing Program Assistant						
MW III - Senior Center						
Communications Tech - Cable						
10						
Body Repair Mechanic	$16.54	$18.50	$19.12	$19.75	$20.45	$21.15
Housing Inspector	$1,323.20	$1,480.00	$1,529.60	$1,580.00	$1,636.00	$1,692.00
Housing Office Manager	$34,403.20	$38,480.00	$39,769.60	$41,080.00	$42,536.00	$43,992.00
MW III - Water Dist						
Maintenance Operator - Wastewater						
Public Info/Ed Coord - Water						
TPO - Wastewater Treatment						
TPO - Water						
Maintenance Operator - Water						
11						
Customer Service Coord	$17.63	$19.48	$20.18	$21.02	$21.74	$22.56
Housing Rehab Specialist	$1,410.40	$1,558.40	$1,614.40	$1,681.60	$1,739.20	$1,804.80
MW III - Streets	$36,670.40	$40,518.40	$41,974.40	$43,721.60	$45,219.20	$46,924.80
MW III - Wastewater						
Mechanic II - Equipment						
Microcomputer Specialist						
Page Supervisor						
Special Projects Inspector						
Library Web Specialist						
Mechanic II - Transit						
Accountant - Payroll						
12						
Construction Inspector II	$18.44	$20.17	$20.86	$21.63	$22.41	$23.15
Electronics Tech - Wastewater	$1,475.20	$1,613.60	$1,668.80	$1,730.40	$1,792.80	$1,852.00
Librarian I	$38,355.20	$41,953.60	$43,388.80	$44,990.40	$46,612.80	$48,152.00
Special Projects Inspector II						
Sr MW - CBD						
Sr MW - Forestry						
Sr MW - Parks						
Sr MW - Turfgrass Specialist						
Utilities Technician						
Electronics Tech - Water						
Building Inspector						
Sr MW - Parking & Transit						

PAYGRADE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
13						
Chemist	$19.05	$21.02	$21.74	$22.56	$23.43	$24.30
Development Reg Specialist	$1,524.00	$1,681.60	$1,739.20	$1,804.80	$1,874.40	$1,944.00
Elec Tech - Traffic Eng	$39,624.00	$43,721.60	$45,219.20	$46,924.80	$48,734.40	$50,544.00
FSS Program Coord						
Librarian II						
Mechanic III - Equipment (DAY)						
Mechanic III - Equipment (EVE)						
Sr Accountant - Acctng						
Sr Accountant - Treasury						
Sr MW - Wastewater Collection						
Survey Party Chief						
Mechanic III - Transit						
Internal Auditor						
14						
Program Spec - Sr Center	$19.77	$21.74	$22.56	$23.43	$24.30	$25.07
Rec Program Supervisor	$1,581.60	$1,739.20	$1,804.80	$1,874.40	$1,944.00	$2,005.60
Sr Construction Inspector	$41,121.60	$45,219.20	$46,924.80	$48,734.40	$50,544.00	$52,145.60
Sr MW - Streets						
Sr MW - Wastewater Plant						
Sr MW - Water Dist						
Sr TPO - Wastewater						
Volunteer Spec - Sr Center						
Sr. TPO - Water						
Network Database Specialist						
Sr MW - Water Plant						
15						
Associate Planner	$20.64	$22.59	$23.46	$24.35	$25.11	$25.98
Civil Engineer	$1,651.20	$1,807.20	$1,876.80	$1,948.00	$2,008.80	$2,078.40
Human Rights Investigator	$42,931.20	$46,987.20	$48,796.80	$50,648.00	$52,228.80	$54,038.40
Human Services Coord						
Sr Librarian						
Solid Waste Planner						

PAYGRADE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1						
Custodian	$12.74	$14.29	$14.72	$15.25	$15.72	$16.26
MW I - Recreation	$1,019.20	$1,143.20	$1,177.60	$1,220.00	$1,257.60	$1,300.80
MW I - Sr Center	$26,499.20	$29,723.20	$30,617.60	$31,720.00	$32,697.60	$33,820.80
MW I - Transit Facility						
2						
Cashier - Parking	$13.12	$14.72	$15.25	$15.72	$16.26	$16.82
Central Services Info Clerk	$1,049.60	$1,177.60	$1,220.00	$1,257.60	$1,300.80	$1,345.60
Kennel Assistant	$27,289.60	$30,617.60	$31,720.00	$32,697.60	$33,820.80	$34,985.60
MW I - Govt Bldgs						
MW I - Meter Reader						
MW I - Parking Systems						
MW I - Pools						
MW I - Transit						
Mail Clerk						
MW I - Library						
Landfill Clerk						
MWI - Transit Bldg Mnt						
Swimming Pool Asst						
3						
Cashier-Treasury	$13.56	$15.25	$15.72	$16.26	$16.82	$17.40
Clerical Assist - Cable TV	$1,084.80	$1,220.00	$1,257.60	$1,300.80	$1,345.60	$1,392.00
Clerk Typist - Prks & Forestry	$28,204.80	$31,720.00	$32,697.60	$33,820.80	$34,985.60	$36,192.00
Library Clerk						
MW I - Towing						
MW I - Wastewater Treatment						
MW I - Water Customer Service						
MW II - Government Bldgs						
Parking Enforcement Attendant						
Scalehouse Operator						
Water Services Clerk						
MW II -Library						
Clerical Assist - PCD						
Equipment Clerk						
MW I - Water Plant						
4						
Account Clerk - Acctng	$14.04	$15.72	$16.26	$16.82	$17.40	$18.05
Account Clerk - Treasury	$1,123.20	$1,257.60	$1,300.80	$1,345.60	$1,392.00	$1,444.00
Clerk/Typist - Solid Waste	$29,203.20	$32,697.60	$33,820.80	$34,985.60	$36,192.00	$37,544.00
MW I - Forestry						
MW I - Refuse						
MW I - Streets						
MW II - CBD						
MW II - Cemetery						
MW II - Parking Systems						
Police Records Clerk						
Public Services Clerk						
Sr Clerk/Typist - Recreation						

PAYGRADE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
5						
MW II - Parks	$14.55	$16.24	$16.74	$17.27	$17.92	$18.49
MW II - Ramp/Meter Repair	$1,164.00	$1,299.20	$1,339.20	$1,381.60	$1,433.60	$1,479.20
MW II - Recreation	$30,264.00	$33,779.20	$34,819.20	$35,921.60	$37,273.60	$38,459.20
MW II - Transit						
Sr Library Clerk						
Sr Police Records Clerk						
6						
Animal Control Officer	$15.01	$16.82	$17.40	$18.05	$18.67	$19.33
Buyer I - Equipment	$1,200.80	$1,345.60	$1,392.00	$1,444.00	$1,493.60	$1,546.40
Community Service Officer	$31,220.80	$34,985.60	$36,192.00	$37,544.00	$38,833.60	$40,206.40
Library Assistant I						
MW II - Water Service						
Mass Transit Operator						
Sr Account Clerk - Treasury						
Recycle Clerk - Landfill						
7						
Customer Serv Rep - Parking	$15.54	$17.40	$18.05	$18.67	$19.33	$20.04
Library Assistant II	$1,243.20	$1,392.00	$1,444.00	$1,493.60	$1,546.40	$1,603.20
MW II - Landfill	$32,323.20	$36,192.00	$37,544.00	$38,833.60	$40,206.40	$41,683.20
MW II - Landfill/Recycle						
MW II - Pools						
MW II - Refuse						
MW II - Wastewater Treatment Plnt						
Parts/Data Entry Clerk						
Production Assistant						
Program Assistant						
Sr Clerk/Typist - Sr Center						
Sr Clerk/Typist - Streets						
Sr Clerk/Typist - Wastewater						
Housing Assistant						
MWII - Water Dist.						
Customer Serv Rep - Transit						
8						
Engineering Technician	$16.04	$18.05	$18.67	$19.33	$20.04	$20.76
Laboratory Technician	$1,283.20	$1,444.00	$1,493.60	$1,546.40	$1,603.20	$1,660.80
Library Assistant III	$33,363.20	$37,544.00	$38,833.60	$40,206.40	$41,683.20	$43,180.80
MW II - Forestry						
MW II - Streets						
MW III - Cemetery						
MW III - Landfill						
MW III - Parks						
MW III - Wastewater Collection						
Sr Accounts Payable Clerk						
Special Projects Asst - Cable						

PAYGRADE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9						
Buyer II	$16.53	$18.49	$19.13	$19.81	$20.49	$21.23
Community Programmer	$1,322.40	$1,479.20	$1,530.40	$1,584.80	$1,639.20	$1,698.40
Construction Inspector I	$34,382.40	$38,459.20	$39,790.40	$41,204.80	$42,619.20	$44,158.40
Customer Service Rep						
Electrician						
Emergency Comm Dispatcher						
Mechanic I - Equipment						
Office Coord - Recreation						
Sr Engineering Tech						
Sr Library Assistant						
Housing Program Assistant						
MW III - Senior Center						
Communications Tech - Cable						
10						
Body Repair Mechanic	$17.01	$19.03	$19.66	$20.31	$21.03	$21.75
Housing Inspector	$1,360.80	$1,522.40	$1,572.80	$1,624.80	$1,682.40	$1,740.00
Housing Office Manager	$35,380.80	$39,582.40	$40,892.80	$42,244.80	$43,742.40	$45,240.00
MW III - Water Dist						
Maintenance Operator - Wastewater						
Public Info/Ed Coord - Water						
TPO - Wastewater Treatment						
TPO - Water						
Maintenance Operator - Water						
11						
Customer Service Coord	$18.13	$20.04	$20.76	$21.62	$22.36	$23.20
Housing Rehab Specialist	$1,450.40	$1,603.20	$1,660.80	$1,729.60	$1,788.80	$1,856.00
MW III - Streets	$37,710.40	$41,683.20	$43,180.80	$44,969.60	$46,508.80	$48,256.00
MW III - Wastewater						
Mechanic II - Equipment						
Microcomputer Specialist						
Page Supervisor						
Special Projects Inspector						
Library Web Specialist						
Mechanic II - Transit						
Accountant - Payroll						
12						
Construction Inspector II	$18.97	$20.74	$21.45	$22.25	$23.05	$23.81
Electronics Tech - Wastewater	$1,517.60	$1,659.20	$1,716.00	$1,780.00	$1,844.00	$1,904.80
Librarian I	$39,457.60	$43,139.20	$44,616.00	$46,280.00	$47,944.00	$49,524.80
Special Projects Inspector II						
Sr MW - CBD						
Sr MW - Forestry						
Sr MW - Parks						
Sr MW - Turfgrass Specialist						
Utilities Technician						
Electronics Tech - Water						
Building Inspector						
Sr MW - Parking & Transit						

PAYGRADE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
13						
Chemist	$19.59	$21.62	$22.36	$23.20	$24.10	$24.99
Development Reg Specialist	$1,567.20	$1,729.60	$1,788.80	$1,856.00	$1,928.00	$1,999.20
Elec Tech - Traffic Eng	$40,747.20	$44,969.60	$46,508.80	$48,256.00	$50,128.00	$51,979.20
FSS Program Coord						
Librarian II						
Mechanic III - Equipment (DAY)						
Mechanic III - Equipment (EVE)						
Sr Accountant - Acctng						
Sr Accountant - Treasury						
Sr MW - Wastewater Collection						
Survey Party Chief						
Mechanic III - Transit						
Internal Auditor						
14						
Program Spec - Sr Center	$20.33	$22.36	$23.20	$24.10	$24.99	$25.78
Rec Program Supervisor	$1,626.40	$1,788.80	$1,856.00	$1,928.00	$1,999.20	$2,062.40
Sr Construction Inspector	$42,286.40	$46,508.80	$48,256.00	$50,128.00	$51,979.20	$53,622.40
Sr MW - Streets						
Sr MW - Wastewater Plant						
Sr MW - Water Dist						
Sr TPO - Wastewater						
Volunteer Spec - Sr Center						
Sr. TPO - Water						
Network Database Specialist						
Sr MW - Water Plant						
15						
Associate Planner	$21.23	$23.23	$24.13	$25.04	$25.83	$26.72
Civil Engineer	$1,698.40	$1,858.40	$1,930.40	$2,003.20	$2,066.40	$2,137.60
Human Rights Investigator	$44,158.40	$48,318.40	$50,190.40	$52,083.20	$53,726.40	$55,577.60
Human Services Coord						
Sr Librarian						
Solid Waste Planner						

APPENDIX D

Reclassification Procedures

Section 1. Purpose

The Job Evaluation Committee will be responsible for maintaining fair and equitable classification of all AFSCME positions, for classifying new AFSCME positions, and resolving disputes over position classification.

Section 2. Evaluation Instrument

The Committee will use the Waters evaluation instrument used in the 1993 study and shall have responsibility for modification or interpretation of the evaluation instrument.

Section 3. Committee Membership and Structure

1. The Job Evaluation Committee shall be comprised of eight members, four to be selected by the City, including the Personnel Administrator, and four to be selected from the Union. Members will be selected based on their knowledge of a wide range of City jobs and operations. The Union will select its representatives to the Committee, subject to the City's ability to excuse the individual employee from his/her duties for the length of time necessary to accomplish the Committee's objectives. Selection of Union representatives will not be unreasonably denied.

Section 4. Meetings

1. The Committee will meet as necessary to hear all position reclassification appeals by employees, at the call of the Personnel Administrator, normally no later than 60 days following submission of an appeal.

2. Committee members will be compensated for all meeting time during the employee's regularly scheduled working hours.

Section 5. Rules

1. All decisions of the Committee, except where otherwise noted, will be considered to be passed upon a simple majority of its members, which shall constitute a quorum (including the Personnel Administrator).

2. In the event that the Committee is unable to achieve simple majority approval of any specific classification or compensation decision, classification or compensation of the position in question will remain unchanged.

3. The Personnel Administrator may vote in place of any absent Management Committee members. The Union officers may vote for any absent Union member.

4. The Job Evaluation Committee may waive, modify or amend any of the sections of this article as specified, upon unanimous vote of the Committee. The Committee shall determine all other necessary operating rules and procedures.

5. No new pay range or classification adjustments will be made without approval of the Committee.

Section 6. Classification Appeals

1. Employees will be informed of the procedures for appealing the classification of a position.

2. An employee may only appeal the classification of his/her own position. Appeals may also be made by a group of employees all holding the same job title.

3. An employee or group of employees appealing the classification of a position will complete and submit information as requested by the Committee.

4. Employees will be allowed to make an oral presentation to the Job Evaluation Committee, within time limits imposed by the Committee. Oral presentations will be made in closed session if the employee so desires.

5. The employee's supervisor or other Administrative employees may be called for questioning by the Committee at the request of the Personnel Administrator.

6. The appealing employee will be compensated for time spent in the Committee meeting, except that if a group presentation is made, only two employees will be compensated.

7. Classification appeals may be initiated by the Personnel Administrator. Employees in the position being appealed will be given ten working days notice of the appeal and will be entitled to all rights as outlined in this section.

8. Committee deliberations will be conducted in closed session.

Section 7. New Positions

1. Newly created positions will be classified by the Personnel Administrator initially, with the classification of the position reviewed by the Committee six months following the position being filled.

Section 8. Salary Adjustments

1. No new salary ranges will be created except for labor market impacted positions.

2. If the classification of a position is decreased, the salary of affected employees will not be reduced.

3. Employees in positions found to be under-classified will receive a salary adjustment equal to:

   a. the minimum of the new salary range, if below the minimum, or

   b. a one-step increase (step to be defined as the percentage difference between steps in the new salary range), if salary will fall on or below the maximum of the new range.

Section 9. Labor Market Adjustments

1. Salary information will not be considered in the classification of a position.

2. Compensation of a position may be appealed by the affected employee, or group of employees, to the Committee utilizing the procedure in Section 6.

3. In the event that salary maximum of a position is shown to be under-paid by at least 15 percent (15%) based on relative comparable positions in other cities (provided a minimum of four cities report comparable positions), the Job Evaluation Committee may vote to temporarily assign the position to a newly created salary range. If less than four cities report comparable positions, the newly created salary range increases shall not exceed 15 percent (15%). Special grade assignments will expire at the end of every fiscal year. Salary survey evidence will be based only on a survey of comparable positions in the top ten cities (by population) in Iowa and may be presented by either Management or the Union. (Example: Electrician, Grade 8, Range $1,000-$1,300, 15 percent off the market moved to Range 8A, $1,150-$1,495. Range width remains the same, salary maximum increases by survey average.)

4. Upon employee appeal, salary survey will be conducted by the Personnel Administrator and presented to the Committee. The employee may also present salary information conforming to the above survey criteria (information to be gathered on the time and at the expense of the employee).

Section 10. Funding

1. Reclassification decisions of the Committee will be effective the first day of the next pay period following City Council approval.

Section 11. Impasse Procedures

1. The actions and decisions of the Job Evaluation Committee shall not be subject to the grievance/arbitration procedure of any collective bargaining agreement.

Section 12. Release of Technical Information

1. Preservation of the integrity of the evaluation system necessitates that information regarding the rating and point value of the specific evaluation questions be limited to prevent manipulation of those points. No member of the Job Evaluation Committee,

with the exception of the Personnel Administrator and two Union officers, will be permitted access to point information.

Section 13. City Council Approval

1. All decisions of the Committee are subject to the approval of the City Council and availability of funding prior to implementation.

Section 14. Duration

1. The parties understand that this procedure is a continuation of an experimental program and is itself experimental. This procedure shall be used to determine reclassifications during FY97-99 and then shall become null and void. This procedure will be continued in effect thereafter only by mutual agreement of the parties.

RE: Letter of April 6, 1987

APPENDIX E

CONTRACT SIDE LETTER ON LIBRARY SCHEDULING

After staffing needs for public service areas have been determined by each department, permanent schedules for these areas will be bid on three times annually to be effective January 1 to May 30, June 1 to August 31, and September 1 to December 31.

Seniority will be used for the purpose of allowing employees to choose those weekends, those nights and those 9-6 shifts that they do not wish to work. Each schedule period the senior employee in each participating department will indicate those nights, weekends, and 9-6 shifts they do not wish to work. The second senior person will choose next, etc. Each employee will work a similar number of weekends, evenings and 9-6 shifts during the schedule period. If supervisors participate in evenings, weekend and 9-6 shift work on a regular basis, their seniority will be used to decide their place in the selection process.

In the event that the Library staffing needs can be met without the necessity of scheduling all employees for a regular night or 9-6 shift, the senior employee who has not rejected night or 9-6 shift work for a previous schedule period shall have first choice in turning down night or 9-6 shift work for the next schedule period. When all employees have been offered the first choice, then the first choice reverts back to the senior most employee.

Employees will be allowed to trade work periods with the approval of the department head.

In the event an employee desires weekend, evening or 9-6 shift work that employee will be given preference for that work provided it meets the needs of the department.

There shall be no regular split shifts except by the agreement of the employee involved.

RE: November 27, 1978

AMENDMENTS TO CONTRACT SIDE LETTER ON LIBRARY SCHEDULING

Library employees may request to work 6 partial days; for example, one-half day on Saturday and one-half day on Monday, where staffing permits. The basis to determine adequate staffing will be enough people within one department electing the option to make it viable. For permanent full-time library employees who elect this option, work performed on the 7th day of the work week shall be considered overtime.

Library employees working scheduled overtime on Sunday will have the option at the beginning of each permanent scheduling period to designate whether the time will be taken as compensatory time, or paid, at the rate of one and one half hours for each hour worked. Compensatory time off can be changed through mutual agreement at the same time and in the same manner as other scheduling or leave changes.

Employees who wish to change their option of pay or time compensation within a scheduling period may submit a request to their supervisor in the same manner as other scheduling and leave changes. The Library will honor requests of this nature whenever staffing and financial resources permit, with the understanding on both sides that no reasonable request will be unreasonably denied.

RE: July 23, 1982

AMENDMENTS TO CONTRACT SIDE LETTER ON LIBRARY SCHEDULING

Beginning with the fall 2001 Library scheduling period, such periods will be bid on three times annually effective the first Saturday after New Year's Day, the first Saturday on or after May I", and the first Saturday after Labor Day.

The second paragraph of the November 27, 1978 Contract Side Letter on Library Scheduling is amended to clarify that the selection list to determine who works an evening in a scheduling period will be routed starting with the person on the list after the last person to make a choice in the previous schedule period. To maintain seniority advantage, new employees will be added at the bottom of the list when it is routed for the next schedule period after their hire. As a result, although the lists will originally be in seniority order, they may fall out of exact seniority order over time due to employee turnover.

In accordance with Article 9, Section 6, when the Library is operating and open on City approved holidays, schedules will be selected as follows:

> The selection list for holiday shifts given compensatory time will be routed starting with the person on the list after the last person to make a choice in the previous schedule period. New employees will be added at the bottom of the list when it is routed for the next schedule period after their hire. During the departmental routing of the selection list of holiday shifts given compensatory time, part-time employees will select one shift before passing the list while full-time employees will select two. If not all shifts are filled after each employee has made their selection(s), the list will be routed again starting at the top of the list. No part-time employee may be required to work more than one shift per holiday. Conflicts will be resolved by the department manager and the affected employees.
>
> The selection list for paid holidays routes in seniority order. During its routing employees may select only one shift. If not all shifts are filled after the initial routing is complete, the list will be routed once again until all shifts are filled. If after re-routing all shifts are not filled, the manager will assign shifts in reverse seniority order. No employee may select nor be assigned more than one shift per paid holiday.

Schedule period packets will include an opportunity for those who wish to accept extra Sundays to be identified. After Sunday shifts have been distributed equally, managers will distribute any extra Sunday shifts to those requesting additional ones. If no staff member accepts an extra shift, they will be distributed to departmental permanent staff in the Sunday rotation on a fair and impartial basis. In addition, staff may relinquish up to one additional Sunday shift per schedule period, if the department head determines that staff are available to accept such additional shifts. Extra shifts chosen through this voluntary process are available for pay only. Employees cannot regain their shift after it has been reassigned.

RE: October 10, 2000

APPENDIX G-1

MEMORANDUM OF UNDERSTANDING

City of Iowa City and
American Federation of State, County and Municipal Employees
AFL-CIO, Local 183

Re: Article XVIII Clothing and Equipment, Section 1

Having met and conferred regarding bargaining unit personnel in the Police Department who are required to wear uniforms; specifically, Animal Control Officers, Community Service Officers, and Police Dispatchers/Police Desk Clerks, the parties have agreed to waive the provisions of Article 18, Section 1 in lieu of the following:

A. The above referenced employees who are required to wear special uniforms will be provided with such uniforms. Required uniforms currently include the following.

1. Community Service Officer

   a. Six winter and six summer permanent press regulation shirts.
   b. Four pairs of regulation trousers.
   c. One winter and one summer regulation jacket.
   d. One regulation raincoat.
   e. One regulation pants belt.
   f. Three regulation ties.
   g. Regulation hat/cap.
   h. Two pairs of regulation winter gloves.

2. Animal Control Officers

   a. Six winter and six summer permanent press regulation shirts.
   b. Six pairs of regulation trousers.
   c. One regulation jacket.
   d. One regulation raincoat.
   e. One regulation pants belt.
   f. Two pairs of regulation winter gloves.

3. Police Dispatchers, Police Desk Clerks

   a. Six winter and six summer permanent press regulation shirts.
   b. Four pairs of regulation trousers.
   c. One regulation pants belt.
   d. Three regulation ties.

B. Upon submission of receipts by an employee, the City shall pay for the cleaning of uniforms or for the purchase of regulation shoes related to employment up to a total annual allowance of one hundred dollars ($100) per employee. Receipts shall be submitted to the Chief of Police or his/her designee by the first day of the month and shall be paid by the City within 30 days.

C. The expenses of standard tailoring for proper fit upon issue shall be paid for by the City.

D. Replacement:

1. Clothing damaged in the line of duty shall be ordered within seven days of receipt of the report of loss or damage.

2. All uniforms shall be replaced by the City as needed upon the determination of the Chief of Police. In order to receive replacements, the items to be replaced must be surrendered to the designated supervisor. This clothing shall be ordered within seven days of receipt by the designated supervisor.

Parties understand and agree that the above uniform items shall continue to be provided by the City as long as they continue to be required uniform wear as determined by the Chief of Police.

re: March 11, 1991

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IOWA CITY AND AFSCME LOCAL #183 JULY 1, 1994

The parties agree as follows:

Treatment Plant Operators - Wastewater Treatment Plant, will continue to receive shift differential based on the practice in effect on January 1, 1994, provided the then current schedule remains in effect.

For the Union:

President

For the City:

Assistant City Manager

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SIDE LETTER OF AGREEMENT
BETWEEN THE CITY OF IOWA CITY
AND AFSCME LOCAL #183
JULY 1, 1994

The parties agree as follows:

At mutually agreed upon times during the 1996-1999 Contract, the investigation and discussion of on-site childcare and/or childcare vouchers will be considered a proper topic for consideration by the Labor-Management Committee referred to in Article 20, Section 5.

For the Union:

President

For the City:

Assistant City Manager

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SIDE LETTER OF AGREEMENT
BETWEEN THE CITY OF IOWA CITY
AND AFSCME LOCAL #183
JULY 1, 1994

The parties agree as follows:

The job classifications recommended for an upgrade as a result of the classification study will move to the new paygrade effective July 2, 1994. Employees in those classifications will move to the new paygrade on that date.

Employees at step 6 longer than 12 months as of July 2, 1994, will receive an increase equal to 3.5% in addition to the across-the-board increase of 3%, provided that no employee will receive a wage rate that is lower than Step 1 or higher than Step 6 of the new paygrade. Thereafter, employees previously at step 6 will have a new eligibility date which will be the first day of each fiscal year.

If an employee was placed on Step 1 or between steps 1 and 2 of the new paygrade, they will be eligible for a review and increase on the earlier of their current annual evaluation date or a new annual evaluation date of January 1. These employees will be eligible for the greater of 3.5% or step 2 at that time.

Following implementation of the study, for employees above step 2 but between steps, future step increases will be equal to the % difference between the next lower and the next higher step. No employee will have a wage rate higher than step 6.

Employees currently (as of July 1, 1994) in positions being downgraded will be treated as if their classification has not been changed. They will continue to receive all negotiated across-the-board increases, as well as step increases where applicable, as long as they remain as an employee of the City in their current position.

Positions being downgraded are as follows:

Position	Old Range	New Range
Sr. Maintenance Worker - Water Distribution	15	14
Program Specialist - Senior Center	15	14
Sr. Maintenance Worker-Wastewater Treatment	14	13
Maintenance Worker III - Wastewater Treatment Collection	9	8
Buyer I - Purchasing	6	5
Senior Library Clerk (3 positions)	4	3
Maintenance Worker II - Government Buildings	4	3

For the Union:

President AFSCME/Iowa

For the City:

Assistant City Manager

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05-04-04
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Prepared by: Dale Helling, Asst. City Manager, 410 E. Washington St., Iowa IA 52240 (319) (319)

RESOLUTION NO. 04-131

RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE CITY OF IOWA CITY AND THE IOWA CITY LIBRARY BOARD OF TRUSTEES AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL #183, AFL-CIO, TO BE EFFECTIVE JULY 1, 2004, THROUGH JUNE 30, 2007.

WHEREAS, the City of Iowa City, Iowa (hereinafter the City), and the Iowa City Library Board of Trustees and the American Federation of State, County and Municipal Employees, Local #183, AFL-CIO, (hereinafter the Union), through their designated bargaining representatives, have negotiated a collective bargaining agreement to be effective July 1, 2004, through June 30, 2007, a copy of which Agreement is attached to this resolution and by this reference made a part hereof, and

WHEREAS, the City desires to approve the Agreement, finding that it will promote efficient municipal operations, thereby providing residents of the community with municipal services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IOWA CITY, IOWA, THAT:

1. The above-referenced Agreement between the City and the Union is hereby approved by the City.

2. The Mayor is hereby authorized and directed to sign, and the City Clerk to attest, the Agreement.

Passed and approved this 4th day of May, 2004.

Ernest W. Lehman
MAYOR

Approved by

ATTEST: Marian K. Karr
CITY CLERK

City Attorney's Office 4-21-04

It was moved by O'Donnell and seconded by Champion the Resolution be adopted, and upon roll call there were:

AYES:	NAYS:	ABSENT:	
X			Bailey
X			Champion
X			Elliott
X			Lehman
X			O'Donnell
X			Vanderhoef
		X	Wilburn

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