Marion AFSCME #231 (Mixed) 7/1/2006 6/30/2007

MARION | AFSCME #231 (MIXED) 06-07

AGREEMENT BETWEEN

THE CITY OF MARION, IOWA

AND

LOCAL 231 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

July 1, 2006
to
June 30, 2007

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ARTICLE 1

RECOGNITION

Section 1. Union Recognition. The employer recognizes the Union as the sole and exclusive bargaining agent for eligible employees for the purpose of establishing salaries, wages and hours and other conditions of employment through negotiation, for all of its employees within the bargaining unit.

Section 2. Union Recognition. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this Agreement.

Section 3. 1) Public Employees. The individual members of the Union do now and shall regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all public and personal contact while on duty in order that they may merit the respect and confidence of the general public and their employer. The employer and Union recognize their responsibility to cooperative and insure maximum service at a minimum cost to the City.

Section 4. 2) Public Employer. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law of the State of Iowa on any City official, or in any way abridging or reducing such authority, but this Agreement shall be construed as requiring said officials to follow the procedures and policies herein prescribed to the extent they are applicable, in the exercise of the authority conferred upon them by law.

The employer shall have the right to manage the City in a manner not in conflict or in violation of this Agreement and/or the Code of the State of Iowa including the right to hire, promote, transfer, discharge or discipline for proper cause or to maintain discipline and efficiency of the employees, is the sole responsibility of the employer. In addition, the work to be performed, the location of the work, the methods and process, the organization of internal departments and its units, the size of the work force and the quality standards are solely and exclusively the responsibility of the management.

Section 5. 3) Public Employer. In addition, the health, safety and property protection measures, determined by the employer to be for the general welfare of the citizens, not in conflict or violation of this Agreement or state law; the use and control of City owned property and the use of property for City business are solely and exclusively the responsibility of the management. The exercise of such functions shall not discriminate against employees because of membership in or legitimate activity on behalf of the Union.

Section 6. Employees Covered: Definition. The following employees shall be covered by the terms of the contract:

1. Full-time employee. An employee who is in pay status of forty (40) hours per week on a regularly scheduled shift or on an assigned basis. A full-time employee shall be entitled to the benefits as provided in this Agreement.

2. Permanent part-time employee. An employee who is in pay status less than forty (40) hours per week but more than twenty-five (25) hours per week, on a regularly scheduled shift or on an

assigned basis. A permanent part-time employee shall be entitled to pro-rated benefits as provided in this Agreement.

3. Probationary employee. All new employees shall serve a six (6) month probationary period. An employee may be discharged at any time during this period and shall be without recourse to the grievance procedure.
4. Temporary employee. An employee who works four (4) months or less. A temporary employee is not entitled to benefits under this Agreement.

ARTICLE II

DUES DEDUCTION

Section 1. Deductions. The employer agrees to deduct, once each month, dues and assessments in the amount certified to be current by the treasurer of the local union from the first pay check of the month of those employees, who individually request in writing, that such deduction be made. The total amount of all deductions, with an itemized statement, shall be remitted each month by the employer to the treasurer of the Union within five (5) working days of the deduction.

Section 2. Termination of Deduction for Employee. The termination of payroll deduction of Union dues shall be given to the employer by the Union in written request at least thirty (30) days in advance of the desired termination date.

Section 3. Insufficient Pay. The City shall have no obligation to collect deductions of any member whose net pay for the payroll period after all other deductions is insufficient to cover the deductions for that particular period. The Union shall hold the City harmless, on account of its performance under this Article, against any claims made or suits instituted against the City on account of payroll deduction of Union dues.

Section 4. Overpayment. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provisions upon presentation of proper evidence thereof.

Section 5. Authorization. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE III

EMPLOYEE HOURS AND DUTIES

Section 1. Regular Hours. The hours of work, comprising full-time City employment shall be so established that the normal weekly hours of work in any one (1) work week, other than hours during which employees may be summoned or kept on the job because of an emergency or other City operations, shall not exceed forty (40) hours.

Section 2. Work Week. The normal work week will extend for five (5) consecutive days with regular starting and quitting time beginning Monday and ending Friday except in 24-hour operations. Scheduling of work week will be the responsibility of each department head. The schedules shall be posted and all changes will be posted at least twenty-four (24) hours, except under extenuation circumstances, in advance of the time they go into effect.

Section 3. Basic Compensation. Basic rate of pay equals the annual salary divided by two thousand eighty (2,080) hours.

Section 4. Overtime. Overtime work shall be voluntary; however, when certain emergencies within each department necessitate overtime, the least senior qualified employee(s) shall be required to work.

Section 5. Rest Periods. All employee's work schedules shall provide for a fifteen (15) minute rest period during each four (4) hour, one-half (1/2) shift period. The rest period shall be scheduled at the middle of each four (4) hour, one-half (1/2) shift period whenever this is feasible. Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such shift. In addition, they shall be granted the regular rest period that occurs during the shift.

Section 6. Meal Time. All employees shall be granted a lunch period. Whenever possible, the lunch period shall be scheduled in the middle of the regular shift. The employer shall allow an employee to take thirty (30) minutes off to eat a meal without loss of pay to any employee who is required to and does work two (2) hours before or beyond the regular starting or quitting time. The employee shall be allowed to take thirty (30) minutes off without loss of pay to eat additional meals thereafter during normal meal time. In the event that extended work hours occur when meal times to not, employees will be allowed to take thirty (30) minutes off to eat meals every four (4) hours without loss of pay.

Section 7. Clean up Time. All non-clerical employees shall be granted a personal clean-up period prior to the end of each work shift as needed. The employer shall make the required facilities available.

ARTICLE IV

HOLIDAYS

Section 1. Holidays Recognized and Observed.

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	One (1) full day before Christmas
Labor Day	Christmas
Veteran's Day	One (1) full day before New Year's
Independent Day	Personal Holidays - Two (2)

Holiday time shall be used within the contract agreement year and is non-accumulative except when required by management. Employees hired prior to January 1st of the contract year shall receive two (2) personal holidays. However, any employee hired after January 1st of the contract year will receive one (1) personal holiday. All other employees shall receive two (2) personal holidays at the beginning of each contract year.

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

Section 2. Eligibility Requirements. Permanent full-time and permanent part-time employees shall be eligible for holiday benefits. Permanent part-time employees shall receive holiday pay (but not personal days) in direct proportion to hours worked in pay status. Employees on probation shall accrue their personal days but shall not be eligible for such days until completion of their six (6) month probation period. Employees shall be eligible for pay for any holiday falling within a pay period for which they receive compensation.

Section 3. Holiday Compensation. Eligible employees who perform no work on a holiday shall be paid for one (1) days' work at their regular rate of pay.

Section 4. Holiday Work. Any employee who works by request of the employer on his/her holiday shall be paid the holiday pay plus overtime rate of one and one-half (1 1/2) times his/her regular rate of hours worked.

ARTICLE V

VACATION

Section 1. Eligibility. Employees shall be eligible for a vacation with pay upon successful completion of their probationary period. Employees shall start to earn vacation allowance as of their first date of employment and accrued monthly.

Permanent part-time employees shall accumulate vacation in direct proportion to hours worked in pay status. The rate of accumulation shall be determined by annualizing the cumulative number of hours actually worked in pay status.

Section 2. Allowance. Vacation allowance shall be earned annually and shall be based on the employee's anniversary date as follows:

0 thru 4 Years	6.66 hours./month	.0385/hour
5th Anniversary	10.00 hours./month	.0577/hour
10th Anniversary	13.33 hours/month	.0769/hour
16th Anniversary	16.66 hours/month	.0962/hour

Within each anniversary year, all eligible employees shall use a minimum of forty (40) hours of vacation time. The maximum accumulation of vacation time to be carried over from anniversary year to anniversary year shall be considered forty (40) hours.

Upon retirement, death or whatever type termination, vacation credit shall be given on the following accrual basis: (a) 6.66 hours, (b) 10.00 hours, (c) 13.33 hours, (d) 16.66 hours per month.

Section 3. Choice of Vacation. Vacation requests shall be made in the following manner:

(1) All vacation requests shall be turned in to department heads by April 1st of each year. If the department head feels it is necessary to limit the number of employees on vacation at one time because of work loads the employee with the greater seniority to the City in that department shall be given their choice of vacation periods.

(2) Vacation periods may be changed after April 1st only with the department head's authorization.

Section 4. Holidays During Vacation Period. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional work day.

Section 5. Work During Vacation Period. Any employee who is requested to and does work during his/her vacation period shall be paid at a rate of one and one-half (1 1-2) times his/her regular rate of pay. The employee's vacation shall be rescheduled to any future period the employee may request on a first priority basis.

Section 6. Vacation Buy-Back. At the employee's option the City shall compensate the employee for unused, earned vacation at the rate of fifty percent (50%) of their regular pay. Only vacation leave earned in excess of eighty (80) hours will be eligible for such compensation.

ARTICLE VI

LEAVES OF ABSENCE

Section 1. Eligibility Requirements. Employees, including regular permanent part-time, shall be eligible for leaves of absence after thirty (30) days service with the employer.

Section 2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave is being requested and the length of time off the employee desires.

Section 3. Authorization and Response. Written authorization for a leave of absence shall be furnished to the employee by his/her immediate supervisor.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted. Whenever possible this request shall be submitted in writing.

A request for a short leave of absence -- a leave not exceeding one (1) month shall be answered within five (5) days. A request of absence exceeding one (1) month shall be answered within ten (10) days.

Section 4. Extension of Reduction. Approved leaves may be extended or reduced with the employer's approval.

Section 5. Return from Leave. In addition to accruing seniority while on leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held and the same step within the pay range that they were on at the time the leave of absence was requested.

Section 6. Paid Leaves.

a) Sick Leave.

1) Eligibility. Any eligible employee, contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay. If an employee is exposed to contagious disease and a doctor certifies the employee would endanger the health of others by attendance at duty, sick leave may be used. An illness or injury, to spouse or child which requires employee's immediate attention will cause time to be used from sick leave to make arrangements for medical and other needs up to a maximum of five (5) days per year. The employee's doctor and dentist appointments may also be charged to sick leave when they cannot be schedule outside the employee's regular work hours.

2) Earning. Eligible employees shall earn and accrue sick leave at the rate of twelve (12) hours per month for the first four years of service and ten (10) hours per month after four (4) years of service.

3) Accumulation. Sick leave may be accumulated to a maximum limit of one hundred twenty (120) days per individual. Any employee with more than 120 days of accumulated sick leave as of June 30, 1997, may be allowed to use this sick leave over 120 days until the employee reaches the 120 day maximum accumulation. Sick leave shall be considered upon application before or within a reasonable time after the absence depending on the circumstances of each case.

4) Worker's Compensation. An employee, on leave because of an occupational disability, may take such sick leave allowance to which he/she is entitled under this article and the prorated amount will be added to the amount of disability Worker's Compensation which will result in an equivalent payment to the employee of a full salary for any particular work period.

b) Family Death. In the event of death in the family of an employee, the employee shall be granted an adequate leave of absence up to three (3) days with full pay to make household adjustments or to attend funeral service. For the purposes of this article the employee's family shall include the following relatives of the employee and his/her spouse: child, spouse, mother, father, sister, brother, grandparents and legal dependents of the employee and those of the employee's spouse.

This leave also applies only to the employee's aunt, uncle, first cousin, legal dependents, and anyone residing in the house of the employee. The terms brother and sister shall include a brother and sister of the half-blood relationship.

c) Jury Duty. Employees shall be granted a leave of absence with pay for time they are required to report to jury duty or jury service. Employees shall reimburse the City for any per diem fees received for lost time paid by the court. Employees shall retain fees paid by the court for mileage and parking.

d) Voting Time. Employees shall be granted a leave of absence on any election day with full pay, providing prior approval has been obtained from a department head. Time of leave for this shall be the time needed to travel to polls, vote, and return to duty station.

e) Civic Duty. Employees required to subpoenaed to appear before a court of other public body on any matter not related to their work in which they are personally involved (as a plaintiff or defendant) and employees selected or appointed to any local City political or legislative position who request a leave of absence with pay for the period necessary to fulfill their civic responsibilities, shall be granted leave of absence necessary to fulfill their public responsibility contingent upon receiving approval at least one (1) day in advance from department head.

f) Military Service. Per State Code 29A.28

g) Maternity Leave. Employees who are disabled, as determined by the employee's physician, due to pregnancy, miscarriage, abortion, and recovery from these are, for all job-related purposes, temporarily disabled and are covered by sick leave for the period of the disability.

Section 7. Unpaid Leaves.

a) Special or Temporary Leave. Leaves of absence up to six (6) months will be granted for any reasonable purpose. Reasonable purpose will be determined by the employer, subject to the grievance procedure through step three (3) only.

b) Union Business. Employees elected to any union office or selected by the Union to do work which takes them from their employment with the employer, shall be granted a leave of absence. The leave of absence shall not exceed two (2) years. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity will not exceed one (1) month and will normally not involve more than one (1) employee. If more than one (1) employee is selected for Union participation, each additional leave will also be evaluated on an individual basis with the determining factor being service capabilities within the department. The leave can be renewed or extended for a similar period of time upon the request of the Union and the approval of the City.

c) Maternity Leave. Employees may be granted a maternity leave of absence without pay as follows:

1. The employee shall, whenever possible, submit written notification to her immediate supervisor at least four (4) weeks prior to her anticipated departure, stating the probable duration of the leave. Such leaves shall be granted for a period of time up to , but not to exceed six (6) months. Upon the request of the employee, accompanied by a doctor's statement, maternity leaves without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.

2. In no case shall the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position. The employer is absolved of any liability pertaining to the pregnancy wherein the employee, counter to her physician's recommendation, continued to work.

d) Family and Medical Leave. Employees of the city are entitled to family and medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act.

e) Education Leave. Employees who have completed one (1) year of service may, with management's approval, be granted a leave of absence for educational purposes. Such leaves shall be limited to no more than one (1) employee from a single department at any given time. The leave of absence shall not exceed one (1) year unless extended or renewed in accordance with this article. Such leaves (including extensions) shall not be allowed more often than once every three (3) years.

f) In-Service Training. Employees will be eligible for leaves of absence for in-service training upon request by employee and approval by the department head -- these leaves are not to exceed one (1) month in any calendar year to attend conferences, seminars, briefing sessions, or other function of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

g) Condition of Leave. During leave of absence without pay, the employee:

1. Does not receive pay from the City.
2. Does not earn vacation or sick leave.
3. The employee has the option to utilize accumulated vacation and compensatory time until they expire.
4. Cannot pay retirement contributions if the leave exceeds one (1) month in duration.
5. Must pay group hospitalization premiums falling due during any month the employee is not on the payroll subject to the approval of the insurance carrier.

6. Must pay premiums for coverage under the group life insurance plan subject to the approval of the insurance carrier.
7. Shall not receive any other benefits during the period of absence.

Section 8. General Provisions.

a) Failure to Return. Failure to return from a leave of absence shall be grounds for dismissal.

b) Other Employment. A leave of absence will not be granted for the purpose of allowing the employee to enter the primary employee of another employer except as otherwise provided for in this Agreement.

ARTICLE VII

WAGES

Section 1. Wage Schedule. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix "A". The attached wage schedule shall be considered a part of this Agreement. Each employee shall be placed on their proper step on the wage schedule, Appendix "A" as determined by the department head. When any position not listed on the wage schedule is established the employer may designate a job classification and rate structure for the position.

Section 2. Longevity. In addition, full-time employees shall receive longevity pay as follows:

over 5 years	$400
over 10 years	$600
over 15 years	$700
over 20 years	$900
over 25 years	$1200

If a permanent part-time employee under this Agreement is promoted to full-time employee status, they will be given credit toward longevity based upon annualizing the cumulative number of hours actually in pay status.

Longevity will be payable the second pay period in November and based on longevity in calendar days.

Section 3. Pay Period. The salaries and wages of employees shall be paid every other Friday. In the event this day is a holiday, the preceding day shall be the pay day.

Section 4. Call Back Time. Any employee called to work outside of his/her regular scheduled shift shall be paid for a minimum of three (3) hours work at the rate of time and one-half (1-1/2).

If a call time work assignment and the employee's regular shift overlap, the employee shall be paid for 3 hours at the call back rate in addition to the regular 8 hour shift time.

Section 5. Reporting Time. Any employee who is scheduled to report to work and who presents himself/herself for work as scheduled, shall be assigned to work on the job for which he/she was scheduled to report.

If work on the job is limited, the employee shall be excused from duty after a minimum of four (4) hours work and paid at his/her regular rate, for work completed at the appropriate rate -- straight time or over time -- whichever is applicable.

Section 6. Overtime Rate of Pay.

a) Employees who work in excess of their normal work schedule, or before or after a normal scheduled work shift.

b) All work performed in excess of forty (40) hours in any work week.

c) Compensation shall be paid at the rate of time and one-half (1-1/2) for all work performed on Saturday and/or Sunday, except as noted below.

d) The overtime rate for Saturday work and for Sunday work shall not be paid to employees for whom these days fall regularly within the first five (5) days of their work week. These employees shall be paid time and one-half (1-1/2) for all work performed on the sixth (6th) and seventh (7th) day of their regular work week.

e) All holiday and paid leave time shall be considered time worked for the purpose of computing overtime.

Section 7. Distribution. Overtime work shall normally be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized whenever possible over each six (6) month period beginning on the first (1st) day of the calendar month following the effective date of this Agreement, or in the first (1st) day of any calendar month this Agreement becomes effective.

On each occasion the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his/her credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment.

The procedure shall be followed until the required employees have been selected for the overtime work or if no employee accepts the assignment, the least senior employee(s) shall be required to work.

A record of overtime hours worked or offered by each employee shall be posted on the department bulletin boards monthly.

Section 8. Death of Employee. In the event of the death of a current employee, all wages and other benefits earned by the employee shall be paid to the employee's spouse or if there is no spouse then to the employee's estate.

ARTICLE VIII

SENIORITY

Section 1. Definition. Seniority for City benefits shall be determined by length of continuous service with the City of Marion.

Section 2. Probation Period. New employees shall be added to the seniority list thirty (30) days after their date of hire and shall serve a six (6) month probationary period.

Section 3. Seniority Lists. The employer shall post on all bulletin boards a current seniority list showing the continuous service of each employee. A copy of this seniority list shall be furnished to the local union when it is posted. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section 4. Breaks and Continuous Service. An employee shall forfeit his/her seniority rights when he/she resigns, is dismissed and is not reinstated, or retires.

ARTICLE IX

TRANSFERS AND LAYOFFS

Section 1. Job Openings. Whenever a job opening occurs, other than a temporary opening as defined below, in an existing job classification, the method for filling a vacancy shall be based upon the following:

1. The employer may fill a job vacancy either through promotion, demotion or lateral transfer. For purposes of this Article, a promotion is considered to mean a transfer of an employee to a job opening to a classification assigned to a higher pay grade. A demotion is a transfer to a classification assigned to a lower pay grade. A lateral transfer is a transfer to a classification assigned to the same pay grade.

2. A notice of such a job opening describing the position, and specifying the department/division in which the opening is located (Sewer Maintenance, Streets, Refuse, Parks, Etc.) shall be posted on all designated union bulletin boards for five (5) working days.

3. Employees wishing to apply for the job opening, including employees on lay-off, must make written application to the employer within the five (5) working day limit from posting of the notice.

4. The employer shall fill the vacancy with the senior employee who has made application provided he/she possesses the ability to perform the duties as assigned and meets any special or selected certification requirements. The employer is not obligated to retrain employees in order to qualify for filling the job vacancy.

5. The employer shall select a qualified employee in the following manner: First - full-time employees; second - employees on lay-off; third - from permanent part-time employees. If no employee applies for a job vacancy, the employer has the right to fill such vacancy from outside the bargaining unit. Temporary transfers may be used during the posting period.

6. Where an employee assumes a promoted position, they shall be on a ninety (90) day trial period. The employer or the employee may within the first (1st) ninety (90) calendar days of the promotion declare the promotion unsatisfactory and the employee shall be returned to their former classification and pay rate.

Section 2. Preferred Shifts. Employees shall be eligible to bid for a preferred shift on the same basis as any other job vacancy.

Section 3. Wage Adjustments. When an employee in one classification is promoted to a position in another classification and his current rate of pay is less than the minimum rate in the new classification, the pay shall be adjusted to the minimum rate for the new classification or a one step adjustment. In any one (1) case, the employee shall receive an increase in salary.

Section 4. Out of Classification Pay. When an employee is assigned by the department head to assume the duties and responsibilities of a higher position, the employee will be paid at the higher classification in

accordance with the employee's Step in Appendix A. Employees assigned to serve in a position not included in Appendix A shall be paid at the initial step of the pay range for that position as set forth in the approved City budget. Out-of-classification pay shall not be paid for periods of less than eight (8) hours.

Section 5. Layoff Procedures. In the event it becomes necessary to lay off employees for any reason, temporary and probationary employees shall be laid off first. The employer may offer demotion or transfer to an equal job classification, the employee will be required to accept it. If an employee is offered a demotion to a lower job classification, the employee involved shall have the right to elect which alternatives, demotion or layoff, he/she will take.

Section 6. Recall. Employees shall be recalled from layoff in the reverse order of their layoff provided they are qualified for the vacancy. Employees shall be given notice by certified mail, with return receipt and they have five (5) days from the date of mailing to respond by the same method, after which they will be considered as not desirous of returning to work. It is the employee's responsibility to keep the City informed of his/her address changes and desire to return to work. Employees shall retain recall rights for one (1) year from the date of their layoff.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. Definition. A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Section 2. Purpose and Procedure. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption of work. The City shall solely determine whether an interference has occurred under this paragraph.

If mutually agreed upon, a grievance that affects a group or class of employees, the union may submit such a grievance in writing to the employer and the processing of such grievance shall begin at the second step. The grievance procedure and the number of days indicated at each level apply to such grievance.

All grievances must be presented within five (5) working days of the date of occurrence of the event giving rise to the grievance.

If any employee files any claim or complaint in any form other than the grievance form set forth in this Agreement, then the City shall not be required to process the same claim or set of facts through the grievance procedure.

All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this Article.

At all steps of a grievance the employer and union shall have the right to have representatives attend any meeting required to resolve the grievance.

Section 3. First Step. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her immediate supervisor. If requested by the allegedly aggrieved employee, the recognized union representative may be present in this informal discussion.

Section 4. Second Step. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the department head within five (5) working days after the informal conference with the immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have been allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested.

Within five (5) working days after the department head receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative.

The department head shall render such decision and communicate it in writing to the aggrieved employee within five (5) working days following the meeting between the department head and the aggrieved.

Section 5. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved, if he/she so desires, may file an appeal of the department head's answer within five (5) working days of the said written decision with the City manager and/or his/her representative. Within five (5) working days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the City manager shall meet in an attempt to resolve the grievance. The City manager and/or his/her representatives shall file an answer within five (5) working days of the third step grievance meeting and communicate it in writing to the employee, the department head and the representative of the employee.

Section 6. Fourth Step. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within ten (10) working days of the third step reply then the grievance will be deemed settled on the basis of the third step answer. Grievances, which have been processed through the preceding steps of this procedure, and only such grievances shall be submitted to arbitration as provided below:

The grievant or his/her representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two (2) parties within five (5) working days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within five (5) working days, the Federal Mediation and Conciliation Service shall be requested to provide a panel of five (5) arbitrators. The parties by mutual agreement shall have one (1) working day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first (1st) name from the list. Each of the two (2) parties shall alternately strike one (1) name at a time from the list until one (1) shall remain.

The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) working days following the close for the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.

The decision of the arbitrator shall be final and binding on the parties. Expenses for the arbitrator and the proceedings shall be borne equally by the employer and the union. Each party shall be responsible for

compensation to its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available without charge to the other party and to the committee.

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

The employer shall meet with the Union Management Committee no more than once each month at a mutually convenient time providing an agenda has been prepared prior to the meeting. More meetings could be held if mutually agreed to by union and management.

All Union Management Committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the committee or the employee may discuss other issues which would improve the relationship between the parties.

ARTICLE XI

NO STRIKE - NO LOCKOUT

Section 1. Strikes Prohibited. Neither the union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of one's work on the abstinence in whole or in part of the full, faithful, and proper performance of the duties of the employment. In the event that any employee violates this Article the union shall immediately notify any such employees in writing to cause them to cease and desist from such action and shall instruct them to immediately return to their normal duties. The union and any or all employees who violate any provisions of this Article shall be subject to the applicable statutory penalties including suspension, demotion and/or discharge.

No lockout of employees shall be instituted by the employer during the term of this Agreement.

ARTICLE XII

UNION RIGHTS

Section 1. Union Bulletin Boards. The employer agrees to furnish and maintain suitable bulletin boards in convenient places within each department. The union may use these bulletin boards for timely posting of notices and bulletins.

The union shall limit its posting of notices and bulletins to such bulletin boards.

Section 2. Union Activities on Employer's Time and Premises. The employer agrees that during working hours, on the employer's premises and without loss of pay, provided there is no interference with or interruption of work, stewards shall be allowed to: collect union dues, initiation fees, and assessments (if all these funds are not collected through payroll deductions); post union notices; distribute union literature; solicit union membership during other employee's non-working time; transmit communications authorized by the local union or its officers, or other union representatives concerning the enforcement of any provisions of this Agreement. The City shall solely determine whether an interference has occurred.

Section 3. Visits by Union Representatives. The employer agrees that accredited representatives, not to exceed two (2) at any one (1) time, of the American Federation of State, County and Municipal Employees, whether local union representatives, shall have full and free access to the premises of the employer at any time during working hours to conduct union business provided reasonable notice be given to the City of the pending visit. It is understood that there shall be no interruption or interference with the City's operations and the visiting agent or agents shall adhere to all City safety and security procedures.

Section 4. In-Service Training. All required in-service training shall be at the expense of the employer and shall take place during regular working hours whenever possible.

Section 5. Work Rules. Informing Employees. The employer agrees to furnish each employee in the bargaining unit with a copy of all written work rules before they become effective. New employees shall be provided with a written copy of the rules at the time of hire.

ARTICLE XIII

SAFETY AND HEALTH

Section 1. Safety Committee. All questions relating to safety including equipment and procedures shall be considered a proper subject for the Union Management Committee meeting. It is agreed by the parties that the question of safety is a common concern and to this end the parties agree to use reasonable means of protecting the health and welfare of all employees, and to strive to comply with all federal, state and local health and safety regulations.

ARTICLE XIV

GROUP HEALTH INSURANCE AND LIFE INSURANCE

Section 1. Group Health Insurance. The City shall pay the complete cost of the Alliance Select or comparable health plan for the employee and his/her family (if eligible), at deductible rates of $250 single/$500 family and out-of-pocket maximum of $750 single and $1,000 family. If an employee who is eligible for family coverage elects only single coverage, the employee will receive one thousand eight hundred ninety-one dollars ($1,891.00) per year ($157.58 per month) in additional wages. All employees must take at least single coverage unless otherwise covered by another City policy.

Section 2. Life Insurance. The City shall pay the cost of ten thousand dollars ($10,000) term life insurance policy for each employee.

Section 3. Eligibility. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

Section 4. Selection of Carrier. The City shall have the right at any time to procure the insurance referred to in this Article from any reputable insurance company.

Section 5. Long Term Disability The City will provide long term disability for each employee.

ARTICLE XV

COMPLIANCE CLAUSES AND DURATION OF AGREEMENT

Section 1. Separability. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

Section 2. Printing Agreement. The union shall pay the cost of printing the collective Agreement.

Section 3. Finality and Effect of Agreement. This Agreement supersedes and cancels all previous agreements and practices between the City and the union or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the union, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 4. Notices. Any notice provided for herein shall be sufficient if it is in writing and personally delivered to one authorized representative. A notice must be signed.

Authorized representatives of the union are: President, Vice President, Secretary, or Treasurer. Authorized representatives of the employer are: Mayor, City Manager, City Clerk or City Attorney

In counting days for timely services of a notice, the rules set out in the Iowa Code shall be followed unless otherwise stated in this Agreement.

Section 5. Duration Period. This Agreement shall become effective as of July 1, 2006, and shall be in full force and effect through June 30, 2007.

This Agreement is executed and agreed upon this 28th day of June, 2006.

THE CITY OF MARION

By: _____
John B. Nieland, Mayor

By: _____
Jeff Schott, City Manager

By: _____
Gary L. Ray, Chief Negotiator

By: _____

LOCAL 231 AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

By: _____
AFSCME #231-Marion Chairperson

By: _____
Committee Member

By: _____
Committee Member

By: _____
Committee Member

APPENDIX "A"

EFFECTIVE JULY 1, 2006 (3%)
ANNUALLY
(BIWEEKLY)

AFSCME CONTRACT

JULY 1, 2006 (3.0%)

		A	B	C	D	E	F	G
POSITION	YEARS:	0-6 MO.	6 MO.-12 MO.	1-2	2-3	3-5	5-10	OVER 10
CUSTODIAN	ANNUAL	24,717.00	27,407.00	28,279.00	29,192.00	30,124.00	31,031.00	31,959.00
	BI-WEEKLY	950.65	1,054.12	1,087.65	1,122.77	1,158.62	1,193.50	1,229.19
	HOURLY	11.883	13.176	13.596	14.035	14.483	14.919	15.365
	OVERTIME	17.825	19.765	20.394	21.052	21.724	22.378	23.047
UTILITY 1	ANNUAL	27,081.00	30,050.00	30,936.00	31,824.00	32,886.00	33,659.00	34,669.00
	BI-WEEKLY	1,041.58	1,155.77	1,189.85	1,224.00	1,264.85	1,294.58	1,333.42
	HOURLY	13.020	14.447	14.873	15.300	15.811	16.182	16.668
	OVERTIME	19.530	21.671	22.310	22.950	23.716	24.273	25.002
RECORDS CLERK	ANNUAL	31,841.00	35,339.00	36,228.00	37,080.00	37,968.00	39,298.00	40,477.00
UTILITY II	BI-WEEKLY	1,224.65	1,359.19	1,393.38	1,426.15	1,460.31	1,511.46	1,556.81
	HOURLY	15.308	16.990	17.417	17.827	18.254	18.893	19.460
	OVERTIME	22.962	25.485	26.126	26.740	27.381	28.340	29.190
EQUIPMENT OPERATOR	ANNUAL	32,478.00	36,050.00	36,950.00	37,824.00	38,727.00	40,082.00	41,287.00
	BI-WEEKLY	1,249.15	1,386.54	1,421.15	1,454.77	1,489.50	1,541.62	1,587.96
	HOURLY	15.614	17.332	17.764	18.185	18.619	19.270	19.850
	OVERTIME	23.422	25.998	26.647	27.277	27.928	28.905	29.774
ENGR TECH	ANNUAL	34,237.00	38,000.00	38,861.00	40,656.00	41,519.00	42,817.00	44,103.00
OPERATOR TECH	BI-WEEKLY	1,316.81	1,461.54	1,494.65	1,563.69	1,596.88	1,646.81	1,696.27
BLDG/ENGR INSPECTOR	HOURLY	16.460	18.269	18.683	19.546	19.961	20.585	21.203
MECHANIC	OVERTIME	24.690	27.404	28.025	29.319	29.942	30.878	31.805
EQUIPMENT OPERATOR II								

		A	B	C	D	E	F	G
POSITION	**YEARS:**	**0-6 MO.**	**6 MO.-12 MO.**	**1-2**	**2-3**	**3-5**	**5-10**	**OVER 10**
FOREMAN	ANNUAL	36,864.00	40,916.00	41,939.00	42,929.00	43,954.00	45,494.00	46,859.00
	BI-WEEKLY	1,417.85	1,573.69	1,613.04	1,651.12	1,690.54	1,749.77	1,802.27
	HOURLY	17.723	19.671	20.163	20.639	21.132	21.872	22.528
	OVERTIME	26.585	29.507	30.244	30.958	31.698	32.808	33.793

All employees shall be compensated by length of service. Employees shall advance one (1) step on their anniversary date in position with Appendix "A".

*Certification Pay for Bldg. Inspectors $25/mo. per major certification.

MEMORANDUM OF AGREEMENT

All compensation time is to be paid at the end of six (6) months.

MEMORANDUM OF AGREEMENT

All memorandums of agreement remain in effect during contract period.

MEMORANDUM OF AGREEMENT

The City may require some employees to wear a pager under certain circumstances during certain times of the year.
Employees required to wear a pager will be paid $25 per day. Scheduling of wearing of pagers will follow overtime procedures.

Employees wearing pagers will be required to stay in paging area, avoid alcohol, and shall report in a reasonable amount of time when paged.

Procedures will be developed by the City and discussed through the Labor-Management Committee regarding the following:

When a weather advisory has been issued on TV or radio, employees who are not carrying pagers will be expected to call in to find out if they are needed for overtime.

MEMORANDUM OF AGREEMENT

Beginning FY 03-04, those full-time employees required by the city to wear safety shoes shall receive an allowance of $150 per year for such shoes, one-half payable the first payroll in October and one-half payable the first payroll in April. It shall be the responsibility of the employee to report to work with safety shoes that comply with applicable requirements.

CITY OF MARION

By: _____ 4/29/06 Date

AFSCME

By: _____ Date

MEMORANDUM OF UNDERSTANDING

Notwithstanding the provisions of the labor agreement between AFSCME and the City of Marion, it is agreed that the Parks Department may employ seasonal employees for a period of time not to exceed 1,150 hours in a calendar year.

CITY OF MARION

By: _____ Date

AFSCME

By: _____ Date