AFSCME Co. 61
Julie Oake Akl
3/8/23 12:55pm
City & County
Bluffs
3/8/23
12:55pm

CITY OF COUNCIL BLUFFS, IOWA AND
LOCAL 2844 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
TENTATIVE AGREEMENT
March 8, 2023

For the contract beginning July 1, 2023, the City of Council Bluffs, Iowa ("City") and the Local 2844 of the American Federation of State, County and Municipal Employees ("Union"), collectively referred to as the "parties", tentatively agree to the following:

ARTICLE 1	**Preamble**	Delete, Permissive
ARTICLE 2	**Recognition**	Delete, Permissive
ARTICLE 3	**Management Rights**	Delete, Permissive
ARTICLE 4	**Wages**	
	Section 1 General Provisions	Change as follows:

~~Effective 7-1-2020, employees shall be paid in accordance with the pay schedule in Appendix B, which shall reflect a 2.5% increase at each step and grade.~~

~~Effective 7-1-2021, employees shall be paid in accordance with the pay schedule in Appendix C, which shall reflect a 2.5% increase at each step and grade.~~

~~Effective 7-1-2022, employees shall be paid in accordance with the pay schedule in Appendix D, which shall reflect a 2.5% increase at each step and grade.~~

Effective 7-1-2023, employees shall be paid in accordance with the pay schedule in Appendix B, which shall reflect a 2.75% increase at each step.

Effective 7-1-2024, employees shall be paid in accordance with the pay schedule in Appendix B, which shall reflect a 2.7% increase at each step.

Effective 7-1-2025, employees shall be paid in accordance with the pay schedule in Appendix B, which shall reflect a 2.5% increase at each step.

Effective 7-1-2026, employees shall be paid in accordance with the pay schedule in Appendix B, which shall reflect a 2.0% increase at each step.

Effective 7-1-2027, employees shall be paid in accordance with the pay schedule in Appendix B, which shall reflect a 2.0% increase at each step.

Section 2 Longevity Pay	Delete, Permissive

Section 3 Pay Period	Current Contract
Section 4 Step Increase	Delete, Permissive
Section 5 Shift Differential	Delete, Permissive
Section 6 ASE Certification Pay	**Current Contract**

Other than the changes listed in this counteroffer, the parties agree to current contract with respect to the pay schedule.

ARTICLE 5	**Hours of Work**	Delete, Permissive
ARTICLE 6	**Union Activity**	Changes as follows:

The Employer agrees to furnish suitable space for bulletin boards in convenient places in each work area to be used by the union. The union shall limit its posting of notices and bulletins to such bulletin boards. No political campaign literature or material detrimental to the Employer or the Union shall be posted. Prior to posting, any material placed on bulletin boards shall be initialed by an authorized representative of the union.

The Employer shall not unreasonably deny the Union representatives, including elected officers, stewards, and Union representatives of AFSCME, from engaging in the following activities during working hours: attend Union management meetings; employee safety meetings, post union notices, distribute union literature; solicit union membership; communicate regarding enforcement of contract and policies; investigate, process and attending **civil service** hearings ~~involving grievances and civil service meetings~~; **and** advise bargaining unit employees of their rights. The employer also agrees that during working hours elected officers and/or Stewards shall be allowed to attend monthly and/or contract ratifying union meetings without loss of pay, provided there is adequate staffing. Union representatives of AFSCME shall have access to the premises of the employer, provided reasonable notice is given to the City of the pending visit. Such visits shall not be unreasonably denied.

In addition, the Union President or his/her designee shall be provided four (4) paid work hours on the first Wednesday of each month to conduct official union business on City Premises. If there is a need for the Union President to leave City premises to conduct union business, permission from the employee's supervisor shall not be unreasonably denied provided reasonable notice is given to the supervisor of such need. Paid work hours shall be from 11:00 a.m. until 3:00 pm. Employees shall not be unreasonably denied speaking with their union representative.

ARTICLE 7	**Union Negotiating Committee**	**Current Contract**
ARTICLE 8	**General Provisions**	Delete, Permissive
ARTICLE 9	**Settlement of Disputes**	Delete, Permissive

ARTICLE 10 **Savings Clause** Delete, Permissive

AGREEMENT **The parties agree to a five-year contract.**

APPENDIX A:

The parties agree to removing the following job classifications from Appendix A as those positions are no longer filled:

Electrician
Electrician's Helper
Equipment Mechanic Helper
Lead Mechanic
Levee Maintenance Worker
Meter Technician I
Meter Technician II
Sign Technician I
Sign Technician II
Signal Technician I
Signal Technician II
Signal Technician III
Sludge App/Nurse Truck Operator
Tree Worker I

The parties agree to adding the following job classifications to Appendix A at the following rates:

Electrician/Control Tech at Pay Grade 20
Lead Equipment Operator III at Pay Grade 22
~~**Equipment Operator III at Pay Grade 19**~~ **(already in contract)**

CITY OF COUNCIL BLUFFS, IOWA AND
LOCAL 2844 OF THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

Memorandum of Understanding Regarding Labor Management Committee
Effective from July 1, 2023 through June 30, 2028

The City of Council Bluffs, Iowa (the "City") and the American Federation of State, County, and Municipal Employees ("AFSCME") agree to form a Labor Management Committee ("LMC"). The terms of the agreement are as follows:

1. The LMC shall meet at the request of either party at a mutually agreed upon time during the City's normal business hours. At a minimum, the LMC will meet every six months unless waived by both parties.
2. The purpose of the meetings is to afford both parties a forum in which to express items of interest to either party.
3. Both parties recognize that any recommendations growing out of any meeting are not binding.
4. In order to allow sufficient time to prepare for a meeting, each party will submit an agenda setting forth the items it wishes to discuss at the meeting, and a list of those who will attend at least five (5) days prior to the meeting date. No other items will be considered unless mutually agreed upon by the parties.
5. The meetings shall maintain a cooperative and productive atmosphere. If either party feels the meeting is no longer cooperative and productive the party may terminate the meeting at that time.
6. All LMC meetings shall be confidential, however, the parties may, by mutual agreement, post the results of the meeting as a means of communicating information to employees when an agreement is reached.
7. Meetings shall last up to one (1) hour unless extended by mutual agreement.
8. The LMC shall be composed of up to three (3) persons selected by the employer and up to three (3) persons selected by the Union.
9. Both parties may invite additional persons to attend if relevant to the topic under discussion.
10. A representative of the employer and a representative of the Union shall serve as co-chairs of the LMC and shall maintain accurate minutes on subjects that are discussed, including whether the subject is pending or resolved.
11. Prohibited practice complaints and pending actions before an arbitrator or state or federal agency are not eligible LMC topics.
12. This Memorandum of Understanding shall be in full force and effect through June 30, 2025.

Dated this 8th day of ~~June~~ March, 2023.

For the City

For the Union