AGREEMENT BETWEEN THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME, LOCAL 2844)

AND THE

CITY OF COUNCIL BLUFFS

JULY 1, 2019 THROUGH JUNE 30, 2020

PREAMBLE

WHEREAS, the City of Council Bluffs, by authorization of the laws of the State of Iowa, is a municipal corporation; and

WHEREAS, the Union and the City ascribe to and recognize that the mission and purpose of the City of Council Bluffs is to provide quality and economical municipal services to the citizens we serve.

THEREFORE

This contract is entered into by the City of Council Bluffs, hereinafter referred to as the City, and the American Federation of State, County, and Municipal Employees, Local 2844, hereinafter referred to as the Union.

It is the intent and purpose of this contract to promote harmonious relations, to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

Wherever the male gender is used in this agreement, it should be construed to include male and female employees.

ARTICLE 2

RECOGNITION

The City hereby recognizes AFSCME Council 61 and the affiliate Local 2844 of the American Federation of State, County and Municipal employees, AFSCME AFL-CIO as the certified exclusive and sole bargaining representative for public employees in the following described unit:

Included: All blue collar workers of the employer in the following departments: Public Works Department, Parks, Recreation and Public Property Department; including janitors, Fire Department equipment mechanics, Comprehensive Employment of Training Act employees, and Police Equipment Maintenance personnel.

Excluded: All professional, confidential, clerical, water works, Police Department (except Equipment Maintenance personnel), Fire Department (except Equipment Mechanic) employees, and supervising employees as defined by Section 4 of the Public Employment Relations Act.

ARTICLE 3

MANAGEMENT RIGHTS

Except where limited by express provisions elsewhere in this agreement, nothing in this agreement shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it 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:

1. Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and the powers or authority which the City has not officially abridged, delegated, or modified by this agreement are retained by the City.

2. The Union recognizes the exclusive right of the City to establish reasonable work rules.

3. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirement of municipal employment and the public interest.

4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties be performed by the employee.

5. The City reserves the right to discipline or discharge for cause.

6. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful or unproductive.

7. City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

8. The Union recognizes that the City has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting is vested by the City.

9. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

10. The City retains the right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this contract.

11. The location, establishment and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments, divisions, subdivisions, locations and the closing and discontinuance of same are rights vested in the City.

12. The City shall have the right to establish, implement, change, modify, adjust and discontinue any process, technique, method, and means of providing public service or distribution of same and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.

13. The City shall have the right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies which are not in direct conflict with any provision of the agreement.

14. The City shall have the right to create, establish, change, modify, and discontinue any City function, operation and department.

15. The City reserves the right to establish, implement, modify and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health and public relations and procedures and policies for the safety, health and protection of City property and personnel.

16. The City reserves the right to determine, establish, set, and implement policies for the selection, training, and promotion of employees.

17. The right to determine, effectuate, and implement the objectives and goals of the City vests in the City.

ARTICLE 4

WAGES

Section 1. General Provisions

Effective 7-1-19, employees shall be paid in accordance with the pay schedule in Appendix B which shall reflect a 2.3% increase at each step and grade.

Section 2. Longevity Pay

Employees shall receive longevity pay at the rates and service requirements below:

After 5 years continuous service	10.00 bi-weekly
After 10 years continuous service	20.00 bi-weekly
After 14 years continuous service	30.00 bi-weekly
After 18 years continuous service	40.00 bi-weekly
After 22 years continuous service	50.00 bi-weekly
After 26 years continuous service	60.00 bi-weekly

Section 3. Pay Period

The wages of employees shall be paid every other Friday. In the event this day is a holiday the preceding day shall be the payday. The City and Union jointly agree that effective 7-1-90 the bi-weekly salary for employees covered by this agreement will be computed by dividing the annual salary by 26.1. It is understood that the Personnel Rules will be modified to allow this change.

Section 4. Step Increase

There shall be automatic progression on the steps within grades of the salary schedule.

Section 5. Shift Differential

Each employee who works a shift that starts on or after 3 p.m. and quits on or before 12 a.m. shall receive a fifty cents ($.50) per hour shift differential pay adjustment. Each employee who works a shift that starts on or after 11 p.m. and quits on or before 8 a.m. shall receive a one dollar ($1.00) per hour shift differential pay adjustment. This pay adjustment does not apply to snow removal, nor will it be considered in overtime payment.

Section 6. ASE Certification Pay

Employees in the classification of Equipment Mechanic shall be eligible for additional pay for successful completion of the ASE series A, A-1 through A-9; or T, T-1 through T-8. Pay for ASE certification exams shall be twenty cents ($.20) per exam to a maximum of $1.80 per hour. Payment for this achievement will become effective on the pay period following the date the employee submits proof of passing the exam to the Superintendent of Fleet Maintenance.

To continue eligibility for ASE certification pay an employee must pass at least 2 classes per year starting with the date of completion of the first class. Failure to recertify will result in the loss of ASE certification pay for the employee.

The City will reimburse the employee for the cost of testing and retesting for subjects that are passed.

ARTICLE 5

HOURS OF WORK

Section 1. Work Schedules

Work schedules showing the employee's shifts, work days, and hours shall be posted on all departmental bulletin boards at all times.

Section 2. Clean-up Time

When the workload permits, employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift. The clean-up shall be completed at the employer's premises.

ARTICLE 6

UNION ACTIVITY

The Employer agrees that during working hours, union representatives shall be allowed to: 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 hearings involving grievances and civil service meetings; 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

The City shall pay up to four (4) employees designated as the Union negotiating committee for time spent in contract negotiations when such negotiations take place during the regularly scheduled work time of the employee or employees. The Union agrees that no more than one person shall be on the negotiating committee from any division, unless by mutual consent of the parties.

ARTICLE 8

GENERAL PROVISIONS

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.

ARTICLE 9

SETTLEMENT OF DISPUTES

Section 1. Definition of Grievance

A grievance is defined as a claim or dispute by an employee or employees covered by the terms of this agreement concerning the interpretation or application of this agreement. The union and/or the employee shall be required to follow the procedure set forth below in presenting the grievance.

The claim or dispute shall be first discussed with the employee's immediate supervisor. The employee and/or the union shall advise the immediate supervisor of the article and section of the agreement that the employee and/or the union feels is in dispute, however, the stated article(s) and section(s) may be amended and/or additional articles and sections may be added if the grievance procedure is necessary. This discussion shall be documented in writing by both the supervisor and the union. (Immediate supervisor, in this case, refers to the foremen in the Public Works Department, supervisors in the Parks and Recreation Department and chief operators at the Treatment Plant.)

Step 1 If the union and/or the employee is unable to settle the grievance or dispute orally and informally through his immediate supervisor within five (5) work days of the date of the occurrence of the grievance or the employee's knowledge of its occurrence, the union and/or employee may within the succeeding five (5) work days file a written grievance with his superintendent. The superintendent shall attempt to adjust the matter and shall respond in writing to the union and/or employee within five (5) working days.

Step 2 If the answer is not satisfactory, the matter shall be presented in writing by the union and/or the employee to the department head or designated representative within five (5) work days after the superintendent's response is due. The department head or designated representative shall respond in writing to the union and/or employee within five (5) working days.

Step 3 If the grievance still remains unadjusted, it shall be presented by the union and/or employee to the governmental head or designated representative in writing within five (5) work days after the response of the department head is due. The governmental head or designated representative shall respond in writing to the union and/or employee of a third step hearing date within ten (10) calendar days. The hearing date shall be scheduled within twenty- one (21) calendar days from the date of the receipt of the hearing notice.
Should circumstances prevail, the union will be permitted to reschedule the third step hearing one time, however, the rescheduled hearing must be held within the twenty-one (21) calendar day period. All third step hearings will commence at 1:30 p.m. on the scheduled hearing date, unless another time is mutually agreed on by the parties. Unless mutually agreed on, up to two
(2) bargaining unit members will remain on pay status when attending third step grievance hearings; however, such pay status shall not exceed their regularly scheduled work hours.

The City agrees to attempt to have one person from the management negotiating team present at all third step hearings. The governmental head or designated representative shall respond, in writing, a decision within fifteen (15) calendar days after the hearing. An agreement to extend the time period for the written response may be reached if both parties are in agreement and sign such agreement.

Step 4 If the grievance is still unsettled, the union and/or employee, within fifteen (15) calendar days after the reply of the governmental head or designated representative is due, by written notice to the employer request arbitration.

The party requesting arbitration shall then request a list of arbitrators from the Public Employees Relations Board. Parties shall meet within fifteen (15) calendar days after receipt of the arbitrators list to select an arbitrator. If circumstances prevail, and each party agrees, a new list may be requested from the Public Employees Relations Board one time.

Both the employer and the union and/or employee shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the union and/or employee. However, each party shall be responsible for compensation to its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Failure by an employee and/or the union to comply with any time limitation shall constitute a settlement of the grievance. Should the employer not respond within the prescribed time, the grievance will automatically proceed to the next step.

Section 2. Authority of the Arbitrator

The arbitrator shall have no power to add to, subtract from, or change the terms of this agreement. The written decision of an arbitrator resulting from any arbitration of grievances hereunder shall be final and binding upon the parties. The arbitrator shall limit his decision strictly to a grievance submitted to him which has been properly processed through the grievance procedure outlined in this article.

Section 3. Processing Grievance During Working Hours

Grievances may be investigated and processed by a member of the grievance committee during working hours within reasonable time limits without loss of pay provided notice is given and the workload permits.

Section 4. Confidentiality

In the event a request for information is received from the media, the Human Resources Department shall notify the designated union official by telephone of the request. The Union shall notify the Human Resources Department by telephone any information released regarding grievances.

ARTICLE 35

SAVINGS CLAUSE

Should any article, section, or portion thereof of this agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

JOB CLASSIFICATION PLAN (Appendix A)

Job Classification	Pay Grade
Building Maintenance Worker I	20
Electrician	24
Electrician's Helper	17
Equipment Mechanic	20
Equipment Mechanic Helper	16
Equipment Operator I	17
Equipment Operator III	19
Horticulturist	20
Lead Mechanic	22
Levee Maintenance Worker	16
Meter Technician I	14
Meter Technician II	16
Meter Technician III	20
Park Facility/Equipment Technician	20
Park Maintenance Worker I	14
Park Maintenance Worker II	18
Plant Maintenance Mechanic	20
Plant Maintenance Worker	18
Plant Operator • Without License…… • With Operator I License…… • With Operator II License……	 17 18 20
Plant Utility Worker	15
Sign Technician I	14
Sign Technician II	17
Sign Technician III	20
Signal Technician I	14
Signal Technician II	16
Signal Technician III	20
Sludge App/Nurse Truck Operator	19
Sport Field Technician	20
Tree Worker I	15
Utility Worker II	15

AFSCME PAY SCALE
Effective July 1, 2019 through June 30, 2020

GRADE	STEP	ANNUAL	BI-WEEKLY	HOURLY	MONTHLY	OVERTIME
14						
	2					
	3					
	4					
	5					
	6					
	7					
	8					
15						
	2					
	3					
	4					
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	8					
19						
	2					
	3					
	4					
	5					
	6					
	7					
	8					

GRADE	STEP	ANNUAL	BI-WEEKLY	HOURLY	MONTHLY	OVERTIME
20						
	2					
	3					
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	7					
	8					
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	8					

Employees receive step raise annually until top pay is acheived at 6 year's service.