

Agreement
between
City of Cedar Rapids
and
American Federation of State, County
and Municipal Employees, AFL-CIO
(AFSCME)
Local No. 620

July 1, 2016 – June 30, 2019

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Article 1 - Preamble

This Agreement entered into by the City of Cedar Rapids, hereinafter referred to as "Employer," and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment in accordance with the Public Employment Relations Act of the State of Iowa.

Article 2 – Recognition

2.1. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent for the following unit, consisting of all employees of the Employer in the following departments/workgroups. **Included:** Police/Animal Control; Building Services; Development Services; Public Works/Engineering; Finance/Parking; Finance/Facilities Maintenance; Finance/Fleet Services; Parks & Recreation/Parks; Parks & Recreation/Recreation; Parks & Recreation/Forestry; Parks & Recreation/Vegetation Management; Utilities/Solid Waste and Recycling; Public Works/Streets; Public Works/Sewer; Public Works/Traffic Engineering; Veterans Commission; Utilities/Water; and Utilities/Water Pollution Control; Utilities/Laboratory. **Excluded:** Professional employees, confidential employees, supervisors, clerical and secretarial employees, all persons excluded by Section 4 of the Iowa Public Employee Relations Act, and all other City employees. A list of the job classifications which are included in this unit is attached as Exhibit A.

2.1.a. **Gender:** Employees may occasionally be referred to as "he" or "his" in this Agreement. Such designation is for convenience only as all references to employees are intended to and apply to employees of both genders.

2.2. The Union recognizes the employees' responsibility to cooperate with the Employer to assure maximum service at a minimum cost to the public.

2.3. The employer has, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in position within the Employer's operation; to suspend or discharge public employees for proper cause; to maintain the efficiency of governmental operation; to relieve public employees from duties because of lack of work or for other legitimate reasons, to determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; to take such action as may be necessary to carry out the mission of the public Employer; to initiate, prepare, certify, and administer its budget; to exercise all powers and duties granted to the Employer by law; and to exercise its total rights as an employer, except as expressly limited herein.

2.4.a. **Full-time Regular Employee:** One who is appointed by a Department Director and approved by the City Manager to a position expected to operate on a normal work schedule.

2.4.b. **Part-time Regular Employee:** One who is appointed by a Department Director and approved by the City Manager to a position expected to operate on less than a normal work schedule.

Article 3 – Checkoff

3.1. The Employer agrees to deduct the Union membership initiation fee, assessment and, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the 12th of each month, after such deductions are made.

3.2. Such authorization shall be terminable with written notice to the Employer and Union either during the last two (2) weeks of the last year of each Contract or within a two (2) week period following the anniversary date of the Employees' authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employees' notice to terminate dues deduction. Such authorization shall automatically be cancelled upon termination of employment.

3.3. The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union, or any other action under the provisions of this Article 3.

Article 4 – Reserved

Article 5 – Stewards

5.1. The Employer recognizes the right of the Union to designate a reasonable number of Stewards and alternates from the Employer's seniority list. The Union shall notify the Human Resources Director or his/her designee, in writing, of the names of all Stewards and alternates from the Employer's Seniority List by January 1 of each year. The Union shall promptly notify the Employer of any changes thereto in writing.

5.2. A Steward may contact another employee in his department or in another department regarding a grievance which has been filed to Step 1 or Step 2, during a shift, if he secures the permission of his immediate supervisor. He may not leave his job assignment or cause another employee to leave his job assignment unless he has such approval. The supervisor will provide 15-minutes for a Steward to discuss a grievance with another employee. Additional time must be approved by the supervisor. If the grievance involves an employee in another department, it should be referred to the Steward in that department or the Steward must secure prior approval from the Department Director or his/her designee of that department before talking to the

individual involved during working hours. Only one (1) Steward may represent an employee when a grievance is filed to Step 1, unless approval for an additional Steward is given by the Department Director or his/her designee.

Article 6 – Delegates and Committees

6.1. No employee shall be discharged by the Employer because of serving on committees of the Union or as a delegate to labor conventions. If any employee is chosen by the Union as a delegate to a labor convention, or on a Union Committee, the Union shall give the employer at least seven (7) days notice prior to such employee being absent for such purpose. However, if the Union member is not advised seven days prior to a special meeting, the Employer will consider such request in view of the hardship the shorter notice could cause the Employer in performing work already scheduled for the employee. Not more than one (1) delegate will be selected from a department and not more than three (3) employees may serve as delegates or committee members at one time without written permission from the Employer. However, if the Union should request additional employees to be given a leave of absence for such purpose, permission will be granted if such absence will not interfere with the normal operations of the department. The Employer agrees with the foregoing provided such employee while on leave does not engage in organizing activity involving any of the Employer's employees. Such leave shall not exceed one (1) month.

6.2. Members of the Union Contract Negotiating Committee or Grievance Committee shall be granted leave from duty for all joint meetings between the Employer and the Union concerning negotiations of the terms of a contract, or grievance meetings when such meetings take place at a time during which such members are scheduled to be on duty. Each such member shall give at least twenty-four (24) hours notice of such meeting to his Department Director or his/her designee.

6.3. The Employer shall pay a maximum of four (4) regular Union Contract Committee Members, or their alternates who act in their place, for time spent at not more than five (5) contract negotiation meetings during a contract year when they would otherwise be working.

6.4. Time spent in Grievance Committee Meetings during normal working hours will be paid.

Article 7 – Departmental Rules

7.1. All departmental/workgroup rules shall be uniformly applied and equally enforced. Each employee is expected to follow all written and verbal directives. It is agreed that conformance with rules does not jeopardize the employee's right to file a grievance protesting the degree of discipline for violation of such rules. Any change in existing departmental/workgroup rules or new departmental/workgroup rules to be established shall be posted ten (10) days prior to the effective date with a copy to the Union President upon posting. Departmental/workgroup rules shall be posted on official bulletin boards and a copy given to each employee upon request.

Article 8 – Discharge or Suspension

8.1.a. The Employer agrees that it will not discharge or suspend any employee except for just cause. Also that in the imposing of discipline or discharge that in most cases, except for serious cases justifying varying penalties, Employer agrees that it will issue prior warnings and administer corrective (*progressive*) discipline before discharge;. The Employer will furnish the Union through its departmental Steward a copy of all written notices. A Steward will be notified of the discipline of an employee, and if the employee so desires, may be present at the time of the discipline.

8.1.b. Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Suspension, demotion or discharge imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

8.2.a. Oral or written notices shall not remain in effect for a period of more than two (2) years from the date of said warning notice. A suspension notice shall not remain in effect for more than three (3) years.

8.2.b. A copy of notes regarding oral warnings and a copy of written warnings to be placed in the personnel file of the employee will be given to the employee involved. The employee shall initial the note when presented, which initial or signature is an indication of receipt of such copy only and not his approval of the warning.

8.3. Personnel holding civil service rights as provided by statute shall have their complaint in regard to demotion, suspension or discharge handled in accordance with such Act, or may choose to file under the grievance procedure herein, but not both.

8.4. Any employee may make a written request for hearing as to his suspension, demotion or discharge within five (5) days, excluding Saturdays, Sundays, and holidays, from the date of such suspension or discharge. Should an investigation prove an injustice has been done, the employee shall be reinstated and compensated at his regular rate of pay for the period he was out of work.

8.5. Upon receipt of a written request for investigation and hearing, a meeting of the Grievance Committee shall be called for a hearing within ten (10) days. The final decision of the Employer shall be given within fifteen (15) days from date of discharge, demotion or suspension. Saturdays, Sundays, and holidays should not be counted in determining the prescribed periods for holding a hearing and the Employer's final decision. By mutual agreement, the Union and the Employer may for good cause extend the time period specified for conducting the hearing.

8.6. If no satisfactory settlement is reached as a result of the hearing by the Grievance Committee, either party may request arbitration under the same rules of procedure shown in Article 9.4, Step III.

Article 9 – Grievance Procedure

9.1. It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. All grievances must be filed within five (5) working days of alleged infraction or when employee should have knowledge thereof.

9.2.a. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly as shown in this article.

9.2.b. Suspensions, demotions, or discharge cases involving employees covered under the Civil Service statute may be processed in accordance with that statute.

9.3. The following provisions are agreed upon in relation to the grievance procedure:

9.3.a. The rights of individuals set forth in this grievance procedure are agreed upon in consideration that the decision rendered under this grievance procedure shall be final and that there shall be no refusal to perform any specific duty, pending the handling of a grievance. However, an employee desiring a Steward shall notify his supervisor who will promptly arrange a meeting (*when the Steward and employee are in the same department*) or on the telephone (*when the Steward and the employee are NOT in the same department*) during normal work hours.

9.3.b. Failure on the part of Union or an employee to make a timely filing or appeal under this article, except for good cause, shall constitute a waiver of the grievance. Failure of the Employer to make a timely filing or answer under this article, except for good cause, shall constitute a settlement of the grievance in accordance with the requested remedy. However, in no case shall such a settlement establish a precedent or be used in any way by any party in any future proceedings.

9.3.c. Saturdays, Sundays, or holidays shall not be counted in determining the number of days in any interval mentioned in this article.

9.3.d. Grievances alleging contract violations of a general nature, involving more than one individual, may be presented at Step II of this procedure.

9.4. A grievance coming within the terms of this Agreement shall be promptly handled in the manner described below. However, nothing in this article is meant to prohibit an employee and his Steward from informally discussing a possible grievance with the supervisor prior to filing a formal written grievance.

Step 1 The Steward and the employee, if he desires to be present, shall present the grievance in writing during a meeting to the Department Director or his/her designee within five (5) working days of the alleged infraction or when the employee should have had knowledge thereof. The Department Director or his/her designee shall respond to the

Union Steward in writing within five (5) working days from receipt of the written grievance.

Step 2 If the grievance remains unsettled, it shall be referred to the Chief Steward who, if not satisfied, shall notify the Human Resources Director or his/her designee, in writing, within ten (10) working days that he desires to appeal the grievance to the joint Grievance Committee for settlement. The meeting of the joint Grievance Committee shall be held within ten (10) working days to discuss a discharge grievance. All other grievances will be discussed at the regularly scheduled grievance meeting. The Human Resources Director or his/her designee within five (5) working days shall notify the Chief Steward in writing of the Employer's decision on the grievance.

Step 3A If the grievance is still unresolved after the Step 2 answer, the parties may attempt to resolve disputes through grievance mediation whenever feasible and mutually agreeable. The parties may extend the Step 3 timelines by mutual agreement.

Step 3B a. If the grievance is still unsettled, the grievance is eligible for arbitration if the union gives the City's Human Resources Director or his/her designee written notice of intent to arbitrate within forty-five (45) calendar days of the Step 2 answer.

The parties agree to establish a permanent panel of six (6) arbitrators to conduct grievance arbitrations for the parties during the term of this Agreement. The panel shall be selected by mutual agreement. The six (6) members of the panel will be listed in alphabetical order (see Exhibit C). Grievances will be assigned to members of the permanent panel in alphabetical rotation. The grievance will be assigned to the next member of the permanent panel. The assigned arbitrator will be contacted to set a date for the arbitration hearing.

Either party may, after an arbitrator has issued at least three (3) decisions, unilaterally remove the arbitrator from the permanent panel by giving written notice to the other party.

The parties will make every effort to fill vacancies within thirty (30) calendar days. Vacancies will be filled by mutual agreement or, either party may request a list of five arbitrators from the Public Employment Relations Board. A copy of the panel request will be provided to the other party. Each party has the right to reject one list. Each party shall have the right to strike two names from the list. The choice for first strike will be determined by coin toss.

b. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

c. Expenses for the arbitral service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim

record of such proceedings, it may cause such a record to be made, provided it pays for the record.

d. The arbitrator shall be limited to interpreting the Agreement and applying it to the particular case presented to him; he shall have no authority to add to, subtract from, disregard or in any way modify the terms of this Agreement or any Agreements made supplementary thereto.

9.5. Joint Grievance Committee meetings between the City and the Union shall be held at 2:30 p.m. on the second Thursday of each month with the following exceptions:

9.5.a. When the Chief Steward gives the Human Resources Director or his/her designee notice of his desire to appeal a grievance to the Joint Grievance Committee the Human Resources Director or his/her designee will set a meeting to comply with time limits of 9.4. The Human Resources Director or his/her designee will then notify the Union Grievance Committee and their respective department directors by phone at least forty-eight (48) hours in advance of a special meeting of the Joint Grievance Committee. Such meeting shall be at 2:30 p.m. or other time mutually agreed upon between the Human Resources Director or his/her designee and the Chief Steward.

9.5.b. Either party may, for good reason, request the meeting be held on another date or to forego the meeting until the next regular meeting date, with the understanding that both parties would thereby waive any restriction in time for appealing any particular grievance or holding such meeting.

At such meeting, grievances shall be discussed in Step 2. Also at such meetings, any topic of interest to the employees or employer, which would serve a constructive purpose so as to eliminate or prevent grievances or is a matter of health or safety of employees, may be brought up for discussion. Notice of such subjects shall be exchanged prior to the meeting.

The number of employees participating in such meetings shall be restricted to five without loss of pay.

Article 10A – Seniority

10A.1.a. City seniority means an employee's length of continuous service with the Employer since his last date of hire. This seniority shall be used for determining vacations and longevity. City seniority transfers with the employee from department to department. City seniority will not change during employment.

Departmental seniority shall mean an employee's length of continuous service in the department as a bargaining unit employee. Workgroup seniority shall mean an employee's length of continuous service in the workgroup as a bargaining unit employee.

Departmental seniority and workgroup seniority do not transfer. Therefore, employees transferring to a new department/workgroup through bidding or layoff will establish new departmental/workgroup seniority dates which shall be the date of transfer.

New employees shall be added to the seniority list sixty-five (65) working days for classifications 24 and under and one hundred and thirty (130) working days for classifications 25 and up after their date of hire. The Employer shall post a complete departmental/workgroup seniority list on January 1 and July 1 of each year. A copy of such seniority list shall be given to the Union upon request. A City seniority list covering employees in this bargaining unit shall be posted by the Employer on July 1 of each year and a copy given to the Union. The Union may bring their list up to date periodically by checking with the Human Resources Office for changes.

10A.1.b. Where two (2) or more new employees are hired on the same day, conflicts in seniority will be resolved according to the alphabetical sequence of the particular employee's surnames. In the event of identical surnames, the lowest social security number will prevail.

10A.1.c. Departmental/Workgroup seniority will be based on the employees' order of appointment according to Article 10A.3 b. 2 through 5. Any conflicts not resolved in 10A.3 b. 4 shall be resolved in favor of employees with the greatest City seniority. *(For employees on layoff, see also 10B 9.)*

10A.1.d. A report of new hires and separations will be made available within the week following the last pay period of each fiscal quarter at the Human Resources Office.

10A.2.a. All original appointments of new regular employees shall be probationary and subject to a probationary period of sixty-five (65) working days for all employees Grade 24 and under and one hundred and thirty (130) working days for employees Grade 25 and up covered by this Agreement. At any time during such probationary period, the Employer may release such employee for any reason. However, at the end of such probationary period, such employee shall be classed as a regular employee with established seniority, which shall date from the date of appointment to or employment in any position for which they were originally appointed. Employees must successfully fulfill their probationary period prior to bidding on any vacant positions.

10A.2.b. It is understood that certain positions covered by this Agreement are subject to Civil Service rules and regulations which shall be followed. However, employees holding such Civil Service positions shall be subject to and have all the rights under this Agreement not in conflict with the Civil Service statutory sections.

10A.3.a.1) Temporary vacancies in a job required to be operated, other than entry level jobs, in a department/workgroup at the beginning of a shift during a work week, shall be filled within the departmental/workgroup unit and shift during the period of vacancy by an assigned employee on the basis of departmental/workgroup seniority. If all employees refuse, the youngest employee in the workgroup seniority within the unit shall be transferred to the job,. Temporary vacancies shall not exceed thirty (30) days in duration. If at any time such a job is anticipated to be operated beyond a thirty (30) day period, it shall be posted for bid on a temporary basis, subject to the return of the assigned employee. An employee who fills a temporary vacancy in a higher grade classification will be placed at the same rate level in that classification as he/she occupies in his/her normal job classification *(Entry, Rate 2, Rate 3 or Rate 4)*.

10A.3.a.2) For purposes of the above paragraph, the term "Workgroup Unit " within the following four (4) departments of Employer shall be as follows:

Finance

1. Parking Meters
2. Facility Maintenance
3. Fleet Services is divided into three separate Workgroup Units (Police Unit, Transit Unit and City Services Unit)

Parks & Recreation

1. Parks
2. Recreation
3. Forestry
4. Vegetation Management

Public Works

1. Sewer Maintenance
2. Survey/Inspection
3. Traffic Signals
4. Signing & Pavement Marking
5. Combined Unit (Street Districts, Pavement, Ground Control)

Utilities

1. Solid Waste & Recycling
2. Utilities Laboratory
3. Water Construction
4. Water Meter Reading
5. Water Meter Service
6. Water Plant Operations
7. WPC Maintenance
8. WPC Operations

10A.3.b.1) Vacancies, or new jobs will be posted for five (5) full working days (excluding Saturdays, Sundays, and holidays) on the department bulletin board and on the city bulletin board. Employees in the following job classifications, Water Plant Operator, Water Pollution Control Process Operator and Animal Control Officers are given the opportunity to move, on a seniority basis, to the open position on a different work schedule (11.2.e.) than the one currently held, prior to such job being posted.

Job postings will show the labor grade, the hourly rates, the shift, workdays, hours, and the location of the vacancy to be filled.

Individuals off on vacation or off sick, upon returning to work, may request that their names be entered on a bid that was posted during their absence, provided such request is made during the time the successful bidder is still in his trial period. An individual going on vacation or who is off sick may request that his name be entered on a bid for any job that may be posted

during his absence if he makes such request before the bid comes down and makes such request to a department Steward who shall then be authorized to enter his name on the bid.

10A.3.b.2) For the purpose of bidding vacancies, the employees' classifications, workgroups and departments are defined in Exhibit – A. The Employer will first select from the employees signing the postings (subject to paragraph 5 below) the employee with the greatest workgroup seniority, in the workgroup with the vacancy for the trial period as specified in Article 10A 4.

10A.3.b.3) If the vacancy is not filled from within the workgroup, then the Employer shall select, from the employees signing the postings, the employee (subject to paragraph 5 below) with the greatest departmental seniority for the trial period as specified in Article 10A 4. If the vacancy is not filled from within the department it shall be posted citywide and the Employer shall select from the employees signing the posting with the greatest City seniority that meets the basic qualifications of the position.

10A.3.b.4) If the vacancy is not filled from within the department or from within the bargaining unit, the Employer may then select from those applying from outside the bargaining unit.

10A.3.b.5) To be entitled to be selected, the employee must have the basic qualifications for the job as established by the employer. This determination of qualifications by the employer shall not be unreasonable, capricious, arbitrary, or made in bad faith.

10A.3.b.6) The Employer shall individually notify all unsuccessful bidders, or, in lieu of individual notification, shall post the name of the successful bidder in the departments of the employees who bid. The only remedy to a grievance on this section (10A.3 b.6) is that the Employer provides proper notice to the employee.

10A.4 An employee bidding a job and being the successful bidder, who has or is able to obtain the necessary credentials (*commercial drivers license, etc.*) for entry into a position, shall be given a maximum trial period of thirty (30) working days, unless an individual extension is agreed to by the parties in writing. If during such period or at the end of such thirty (30) working day trial period the employee is not qualified for the job, or decides not to retain the job, he shall be returned to his previous job without loss of seniority. His overtime hours will be equal to the hours in his account when he left the old classification plus the hours worked and/or turned down during this trial period, by the employee directly behind him on the overtime list. An employee displaced by such transfer back shall also return to his former job. Successful bidders in Water Pollution Control for Process Operators and Electronics Technician will be allowed a thirty (30) calendar day training period before the thirty (30) working day trial period begins.

10A.5.a. An employee bidding a higher rated job and being the successful bidder shall have no right to bid on another job for thirty (30) days except for medical reasons supported by a doctor's statement or to bid to a higher rated job, or to go from a night job to a day job or vice versa.

10A.5.b. An employee being the successful bidder into a job classification lower than his current pay grade shall receive a rate of pay equal to the lowest paid man in that classification in that department/workgroup; however, if no other man is in that classification, the bidder shall receive

the entry rate. An employee who successfully bids back into a lower classification that he previously held for at least three (3) years, shall receive the rate of pay which he would have had if he had continued in that former position.

10A.5.c. An employee being the successful bidder into a job classification in the same grade as his current job shall receive the same rate as on his current job.

10A.5.d. An employee being the successful bidder into a job classification higher than his current pay grade shall receive a rate of pay of such higher classification which will reflect the lowest increase of such employee's present pay rate. However, employees who bid within their own department/workgroup into a job classification that they have periodically been upgraded to will receive a rate of pay that is equal to the same Rate level as the pay Grade they just bid out of.

10A.5.e. An employee who bids back to the same classification he had held within a twelve (12) month period, shall receive the pay which he would have had if he had continued in that former position.

10A.6. The City will inform the Union of its intent to hire employees under any program involving federal or state funds. Meetings held in order to comply with federal or state guidelines will not result in loss of pay for the Union President.

10A.7. When the Employer decides to make an organizational change that may result in employee positions being moved inter or intra department/workgroup, the Union will be given at least thirty (30) days written notice. The Employer will provide the Union with information it requests regarding the change and with the opportunity to discuss the meshing of the affected employees' seniority. Job postings and bidding rights will be according to the contract.

10A.8. If an employee is selected by the Employer for a position outside the bargaining unit, such employee shall be granted a six (6) month period to either return to his former job or forfeit all accumulated seniority rights in the bargaining unit.

Article 10B – Layoff

10B.1. The employer shall give at least thirty (30) days written notice to the Union President prior to a Bargaining Unit position being eliminated. The notice will include the position number, classification title, workgroup, department and the effective date of elimination. The employer shall give at least ten (10) days notice to employees whose positions are being eliminated with a copy to the Union President.

An employee who's position has been eliminated shall be on layoff status and shall have the option to accept the layoff or bump into another Bargaining Unit position, subject to the conditions below. Employees who receive notice of their position being eliminated shall notify their Department Director or his/her designee and Human Resources Department within two (2) working days of such receipt, if they desire to exercise their bumping rights, and if he/she does not do so shall forfeit such rights.

An employee bumped/displaced from his/her position by a more senior employee shall be on layoff status and shall have the option to accept the layoff or bump into another Bargaining Unit position, subject to the conditions below. Employees who receive notice of their position being bumped shall notify their Department Director or his/her designee and Human Resources Department within two (2) working days of such receipt, if they desire to exercise their bumping rights, and if he/she does not do so shall forfeit such rights.

10B.2. Employees with the least workgroup seniority within the classification effected, shall be laid off first. If unable to remain in their classification, they shall have the right, if qualified to do the work and they have more workgroup seniority, to replace/bump the least senior employee within any classification title within the same workgroup. They shall receive the rate of pay of such replaced employee.

Laid off employees unable to remain in their workgroup shall have the right, if qualified to do the work and if they have more department seniority, to replace/bump the least senior employee within any classification title in another workgroup within the same department. They shall receive the rate of pay of such replaced employee.

Laid off employees unable to remain in their department shall have the right, if qualified to do the work and if they have more city seniority, to replace/bump the least senior employee within any classification title in another department within the AFSCME bargaining unit. They shall receive the rate of pay of such replaced employee.

Employees on layoff status shall also retain their city seniority.

Employees on layoff status shall, for two (2) years, retain and accrue their original workgroup and department seniority while they are laid off whether they have bumped/displaced another employee or have been laid off from the AFSCME bargaining unit.

Employees on layoff status after bumping shall begin to accrue their additional workgroup and/or department seniority within the new workgroup and/or department. The date of transfer shall be established as the additional department and/or workgroup seniority dates. If two employees are transferred to the same department and/or workgroup on the same day then department seniority shall be ordered with the higher city seniority first and the workgroup seniority is ordered with the higher department seniority.

10B.3. It is understood that temporary and seasonal employees in the bargaining unit in a department workgroup shall be laid off prior to any regular employee being laid off, if regular employees are eligible and available to fill such positions. Part-time employees on bargaining unit jobs are subject to lay-off according to workgroup seniority if full-time employees are eligible and available to fill such positions.

10B.4. An employee on layoff or who has bumped shall have full bidding rights as though still in the original department and/or workgroup as provided in Article 10A, subject to the following: An employee shall have first preference to return to the position in his original department and/or workgroup from which the employee was displaced.

10B.5. An employee who has been laid off/displaced from a workgroup, shall have the right to use his/her workgroup seniority to return to his original workgroup, to fill a vacancy, even though other employees in the bargaining unit have more city and/or department seniority. An employee who has been laid off/displaced from a department shall have the right to use his department seniority to return to his original department, to fill a vacancy, even though other employees in the bargaining unit have more city seniority. If several employees are returned at the same time and vacancies are open in a department and/or workgroup in which one of such employees formerly worked, such employee shall have the right to return to his original department and/or workgroup even though others returned at the same time might have more City seniority. Bidding and recall rights to return to a laid off position cease after two years from the date of lay-off.

10B.6. It is understood that temporary and seasonal employees within the bargaining unit are subject to being displaced by any regular employee who is subject to layoff, and who is eligible to fill such position; the employee so bumping shall then receive the pay and status of the employee he/she replaces except that the employee shall retain bidding rights per Section 10B.4. and seniority rights per Section 10B.5. and may file grievances per Article 8 and 9.

10B.7. Upon return to work, a laid off employee will be entitled to a proportionate vacation for the following year and proportionate longevity pay on the next payment date; getting credit for all months in which the employee worked more than ten (10) days. His previous insurance coverage will be reinstated without a waiting period subject to the usual carrier restriction.

10B.8. No new employee shall be employed for any position or vacancy in the bargaining unit when there are employees on layoff, unless none of the employees on layoff bid and qualify for the position or vacancy.

10B.9. Employees on layoff status shall retain and accumulate workgroup and/or department seniority in their original workgroup and/or department for two (2) years following layoff.

An employee of layoff status for the second time and now working in his/her third workgroup or department, may by written request to the Human Resources Department and the Union, relinquish his/her first workgroup or department seniority and declare his/her second workgroup or department seniority as his/her original seniority to be retained and accumulated for two (2) years.

An employee on layoff status from a workgroup or department that no longer exists and who is now working in his/her second workgroup or department, may by written request to the Human Resources Department and the Union, relinquish his/her first workgroup or department seniority and declare his/her second workgroup or department seniority as the original seniority to be retained and accumulated in case of future layoffs.

Article 11 – Workweek and Overtime

11.1. This Article is intended only to provide a basis for calculating overtime and establishing normal work schedules and shall not be construed as a guarantee of hours of work per day, per week, per month or per year. However, the regular scheduled hours in a workweek will not be reduced for the purpose of avoiding overtime; however, any hours to be worked in excess of sixteen (16) continuous hours must be mutually agreed upon by both the employee and his supervisor.

11.2. Hours of work.

11.2.a. *Regular Hours* – The regular hours of work each day shall be consecutive, except for seasonal employees and interruptions for lunch periods.

11.2.b. *Workweek* – The workweek for other than part-time, temporary or seasonal employees shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for: certain jobs identified in Exhibit B; Parks & Recreation Department employees during the winter seasons, flooding ice skating rinks; and employees in continuous operations discussed elsewhere.

11.2.c. *Workday* – Eight (8) consecutive hours work within the twenty-four (24) hour period beginning at each department's regular starting time, excluding lunch periods, shall constitute a workday except for Facilities Maintenance and Parks & Recreation Department employees discussed above, Solid Waste & Recycling and continuous operations employees who have a paid lunch period and employees employed on a work basis of less than eight (8) hours a day.

11.2.d. *Work Shift* – All employees shall be scheduled to work on a regular work shift, and each work shift shall be a regular starting and quitting time.

11.2.e. *Work Schedule* – Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards at all times.

11.2.f. *Establishing a New or Temporary Shift* – If it becomes necessary within a department/workgroup to establish a new shift, the Employer shall first seek volunteers based on seniority for the new shift; and if not enough employees volunteer, the youngest in workgroup seniority of qualified employees will be assigned. Except for emergency, five (5) days' notice will be given before a new shift takes effect. The City will provide the Union President with written notice of the names, job titles, and new schedules of affected employees when the new or temporary shift takes effect.

11.2.g. *Change in Schedule* – In the event the Employer anticipates a change in the schedule of a shift so that it will be different from what is provided in the foregoing section, the Employer must first notify the Union President and the Steward involved and explain the reason for such change. Thereafter, the Employer must post the revised schedule for not less than ten (10) days prior to its effective date.

11.2.h. *Continuous Operations* – Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is a regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week. The workweek for employees engaged in continuous operations shall remain as presently scheduled so long as employees covered by such a schedule are in compliance with state and federal licensing and certification requirements for each of those shifts.

11.3.a. All employees shall be paid for all time worked in the employment of the Employer. Employees shall be paid at the rate of time and one-half their basic hourly rate for hours actually worked in excess of eight (8) hours per day or forty hours in any work week except for seasonal parks and recreational employees. There will be no pyramiding of overtime in that any hours for which overtime or premium pay has been paid will not be included or counted as hours worked for the purpose of determining further overtime or further premium pay under this Agreement. Any granted paid leave such as sick leave, funeral leave, vacation, etc., and holiday hours worked and holiday hours not worked shall be considered as time worked for purposes of computing overtime. All overtime shall be computed to the nearest one-tenth (1/10th) hour. When a holiday, for which an employee is entitled to holiday pay (*whether worked or not worked*) occurs on the last day in a workweek of an employee, such holiday shall be considered as time worked in the same manner as though it had occurred earlier in that workweek, resulting in any hours worked in such workweek beyond 32 hours prior to such holiday to be considered as overtime hours.

11.3.b. However, employees may, at their option, choose to receive compensatory time, at the rate of time and one half, for overtime earned in any pay period if the Department Director approves that option. If the employee does not elect compensatory time then all overtime shall be paid in cash. Employees may accumulate up to eighty (80) hours of compensatory time. Upon reaching eighty (80) hours of compensatory time all additional overtime shall be paid in cash. Compensatory time shall be recorded by the Employer and reported to the employee in writing at the end of each pay period. Compensatory time off shall be arranged in advance between the employee and his/her immediate supervisor. Upon separation from employment, the employee shall be paid for any unused earned compensatory time at their rate of pay upon separation. However, when the City of Cedar Rapids is reimbursed by a third party (*except for projects designated by Federal/State government*), employees may be required to take cash rather than comp time for hours worked. The Employer may elect to pay off all or a portion of comp time balances in June each year with the employee's approval. Any employee who transfers between City Departments within the AFSCME bargaining unit shall have their compensatory time credits transferred to the new department without loss to the employee.

11.4. For pay purposes, the workweek of the employee runs from midnight Friday of one week to midnight Friday of the following week except for WPC Process Operators whose workweek begins at 11:00 p.m. on Friday instead of midnight, and except for the Fleet Mechanics assigned to the Transit Garage whose workweek begins at midnight Saturday and runs until midnight the following Saturday. Also for pay purposes, holidays begin at 12:00 midnight and end twenty-four (24) hours later except WPC Process Operator holidays begin one hour earlier at 11:00 p.m.

11.5.a. Overtime other than initial snow removal and other emergency responses will be equalized as nearly as possible among employees holding like job classifications within each workgroup. Overtime must be approved in advance by the employee's immediate supervisor. In assigning overtime, the person with the necessary qualifications and abilities and with the least number of overtime hours will be offered the work first. However, an employee who has been working on a specific job may be assigned overtime beyond his normal workday or to be called in special regardless of overtime hours.

An official record of overtime hours worked or turned down by each employee will be maintained daily in each department. The Steward shall have the right of access to such record. Overtime shall be accumulated from year to year. When an employee refuses to work overtime when less than one-hour notice is given prior to the end of the work shift, it shall not be counted as "turn down." Employees will not be charged with overtime hours not worked if the employer does not reach them. In the Public Works – Combined Unit (Street Districts, Pavement, Ground Control), no reaches and non-responses will be counted as turndowns.

An overtime record for a newly hired employee or an employee entering a job classification will be established the first day the employee enters the new job and the total number of overtime hours will show a beginning total that is equal to the highest total amount of the employees in that job classification.

11.5.b. Call-ins or overtime for specific purpose will be offered to the employees who are working on such work or who are normally assigned to such work. If no answer, then the next employee entitled to be called shall be called. If an employee or someone answering the phone states that they will need time to determine whether the employee will come to work, not more than ten (10) minutes will be allowed for this purpose in order to be fair to the employee entitled to be called next. However, in cases of emergency each employee reached by telephone is expected to report for work promptly, unless excused for just cause.

11.5.c. Overtime shall be on a voluntary basis except for emergency, but it is understood that the youngest in workgroup seniority qualified employee must work the overtime. Employees will be required to work overtime scheduled for their entire job classification and workgroup unless excused for good cause by the Employer.

11.5.d. Overtime in Parks and Recreation Departments will be offered to regular bargaining unit employees first, then to seasonal/manpower employees who will work the overtime.

11.5.e. For the purpose of snow removal, the employees of the Public Works – Combined Unit (Streets District, Pavement, Ground Control) will be offered such overtime first. However, it is understood, that employees from other department/workgroups that operate equipment, other than Public Works – Combined Unit (Streets District, Pavement, Ground Control), will be allowed to complete their assigned snow route task.

11.6. Payday shall be bi-weekly and shall be on Friday. Not over two weeks pay shall be held back. In the event this day is a holiday, the preceding day shall be the payday.

11.7. Any employee called to work outside of his regularly scheduled shift shall receive a minimum of three (3) hours pay at the rate of time and one-half his basic hourly rate.

11.8. An employee called in to work two (2) hours or less prior to the established starting time of his scheduled shift shall be paid at the rate of time and one-half (1½) his basic hourly rate for the time so worked.

11.9. When an employee is required to assume the duties and responsibilities for a classification (*said employee will be selected in accordance with 10A.3.a.1*) within the bargaining unit higher than that which he normally holds, for a period of two (2) hours or more, he shall be paid at the rate for the higher classification. Employees may, at their option, accept or reject an offer to assume the duties of a classification outside the bargaining unit.

11.10. *Stand-by Time* – Employees required to be on "stand-by" (*being at a place designated by the employee who has access to a telephone*) for duty calls while off duty shall be compensated as follows:

11.10.a. Ten (10) percent of their computed regular hourly rate, or at the rate described in 11.9., for each hour on "stand-by."

11.10.b. For one (1), three (3), or four (4) day holidays an additional premium of five (5) percent of their computed regular hourly rate or at the rate described in 11.9, for each hour on "stand-by." The stand-by hours will start at the end of the scheduled shift of the employee on the day prior to the holiday(s), continue through the holiday(s) until the resumption of work on the regular shift of the employee on the workday following the holiday(s), or until relieved from stand-by.

11.10.c. In addition to the stand-by rate, each employee will receive a minimum of two hours at time and one-half for each call-in. All time spent above two (2) hours will be paid at time and one-half (1½).

11.10.d. No employee will be required to be on stand-by during his approved vacation.

11.11. *Temporary or Seasonal Employees:*

11.11.a. A seasonal employee is one who is employed for a spring, summer, and a fall season (*grass cutting, planting, outdoor pool, golf course, recreation, etc.*) or an employee hired for a winter season (*indoor pool, ice skating rinks, etc.*) and not employed for a period to exceed seven (7) months. However, up to three (3) fee takers may work at each golf course until the course closes. The Employer shall report all Seasonal employees to the Union President. The report will list the department, employee name, employee ID#, job title, original hire date, last hire date, termination date and hourly rate. The Employer will report a complete update at the end of the pay period where there is a change (*new hire or termination*). All bargaining unit departments/workgroups will be included in the report. Seasonal employees will only be employed in the Parks & Recreation Department, and seasonal employees will not be used to

replace bargaining unit employees nor perform duties normally assigned to bargaining unit employees.

11.11.b. A temporary employee is one who is hired to perform work of a regular job classification for a limited period of time. Temporary employees shall be limited to a consecutive period of a maximum of four (4) months after which such employee shall be terminated and subject to Human Resources Director approval, a regular position shall be posted for bid (*per Article 10A*).

11.11.c. Pay for temporary employees shall be based on an hourly rate, which represents the entrance step of the position being assumed.

11.11.d. Pay for seasonal employees shall be based on hourly rates established in Pay Schedule B(1).

11.11.e. Part-time regular employee is an employee hired on a regular employment basis, but who is scheduled to work less than forty (40) hours a week.

11.11.f. Part-time regular employees shall be entitled to holiday pay if the holiday falls on a scheduled day of work. Any such employee shall forfeit his rights to payment for a holiday if absent from work the last scheduled workday preceding such holiday or on the next regular scheduled workday following such holiday, except if excused as shown in 14.3.

11.11.g. Temporary and seasonal employees are not entitled to any fringe benefits granted to regular full time and regular part- time employees.

11.12. All employees' work schedule shall provide for a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) shift. Rest periods shall be scheduled as close to the middle of the one-half ($\frac{1}{2}$) shift as possible.

Employees who are expected to work two (2) hours or more beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period at the beginning of such shift. In addition, they shall be granted the regular rest periods that occur during the shift should they work the entire shift.

11.13.a. All employees shall be allowed thirty (30) minutes (*unless the Human Resources Director and Union President mutually agree to a different time period*) for a lunch period during each work shift. The lunch period shall be scheduled as close to the middle of the shift as possible. An employee required by his supervisor to remain in a given area during his lunch period to be available for work or to perform work during his lunch period will have a paid lunch period.

11.13.b. An employee required to work overtime, which is expected to go one (1) hour or more beyond a regular meal period, will be granted a lunch break without loss of pay.

11.14. The employees shall be granted necessary personal clean-up time prior to the end of each work shift.

11.15.a. Any employee who is scheduled to report for work four (4) hours or more and who presented himself for work as scheduled shall be assigned to at least four (4) hours work unless notified by radio announcement at least one (1) hour prior to the employee's starting time.

11.15.b. If work is not available, the employee shall be excused from duty and paid, at his regular rate, for four (4) hours work at the appropriate rate – straight time or overtime – whichever is applicable. At no time can this article be used to avoid a lay-off.

11.16. It is not the intent of management to have supervisors scheduled for overtime for the purpose of displacing bargaining unit personnel.

Article 12 – Major Change in Job Content or Establishment of a New Job

12.1 In the event of a major change in job content or the installation of a new job, the Employer shall establish a new rate in accordance with the present practice. The Employer will inform the Union President in writing prior to the effective date regarding the above changes. Either party if not satisfied with the rate may file a grievance in accordance with the grievance procedure.

12.2. Such grievance must be filed between the 30th and 40th day of operation of the job and if the rate of the job is increased by the Employer, such rate shall apply as of the first day the new job or revised job began.

12.3. If a grievance is filed later than the 40th day of operation of the job, and the rate is changed, such new rate will apply as of the date the grievance is filed.

Article 13A – Reserved

Article 13B – Safety and Health Regulations

13B.1. The parties agree that employees and management personnel should be aware of safety and health regulations and that both parties have a mutual interest in maintaining good health and safety practices, procedures and regulations. These shall include but not be limited to the following: (1) Use of mechanical safeguards; (2) Adherence to known safety work practices; (3) Proper use of personal protective safety devices and wearing apparel; and (4) Adherence to the provisions applicable under the Occupational Safety and Health Act.

13B.2. The Employer and Union shall establish a health and safety committee composed of up to six (6) members appointed by the Union and up to six (6) members of Management. Such committee shall meet at the request of either party but no more often than monthly for the purpose of reviewing and submitting recommendations concerning health and safety practices and to discuss reasonable changes in health and safety rules and/or regulations prior to their effective date. Time spent by the Union's committee members in meetings during normal working hours will be paid.

13B.3. Physical qualifications testing will be reviewed by a committee consisting of an occupational medical professional and an equal number of union and management representatives. Upon implementation of a new classification the committee will meet within 30 days to create the physical qualifications test.

The procedure for creating a physical qualifications test will be an evaluation of the position safety analysis and the job description. The union and management will evaluate the job specifications and determine the proper methods by which the physical qualifications testing will be established. The physical qualifications tests will be directly related to the functions of the classifications.

If the parties fail to agree upon a physical qualifications tests for a classification, the City reserves the right to implement the test which, in its judgment, is appropriate for the classification, and the union reserves the right to pursue legal remedies which are available to it.

Article 14 – Holidays

14.1. The 13 legal holidays to be observed by employees covered by this contract shall be the following:

FY17

Holidays Observed	Date Observed	
Fourth of July	July 4, 2016	
Labor Day	September 5, 2016	
Veterans Day	November 11, 2016	
Thanksgiving Day	November 24, 2016	
Day After Thanksgiving Day	November 25, 2016	
Christmas Eve	December 23, 2016	**December 24, 2016
Christmas Day	December 26, 2016	**December 25, 2016
New Year's Day	January 2, 2017	**January 1, 2017
President's Day	February 20, 2017	
Good Friday*	April 14, 2017	*April 16, 2017
Memorial Day	May 29, 2017	
Personal Days (2)		

FY18

Holidays Observed	Date Observed	
Fourth of July	July 4, 2017	
Labor Day	September 4, 2017	
Veterans Day	November 10, 2017	
Thanksgiving Day	November 23, 2017	
Day After Thanksgiving Day	November 24, 2017	

Christmas Eve	December 25, 2017	**December 24, 2017
Christmas Day	December 26, 2017	**December 25, 2017
New Year's Day	January 1, 2018	**January 1, 2018
President's Day	February 19, 2018	
Good Friday*	March 30, 2018	*April 1, 2018
Memorial Day	May 28, 2018	
Personal Days (2)		

FY19

Holidays Observed	Date Observed	
Fourth of July	July 4, 2018	**July 4, 2018
Labor Day	September 3, 2018	
Veterans Day	November 12, 2018	
Thanksgiving Day	November 22, 2018	
Day After Thanksgiving Day	November 23, 2018	
Christmas Eve	December 24, 2018	**December 24, 2018
Christmas Day	December 25, 2018	**December 25, 2018
New Year's Day	January 1, 2019	**January 1, 2019
President's Day	February 18, 2019	
Good Friday*	April 19, 2019	*April 21, 2019
Memorial Day	May 27, 2019	
Personal Days (2)		

* In lieu of Good Friday, continuous operations and 7-day operation employees shall observe Easter Sunday and will not observe Good Friday

** For continuous and 7-day operators only

14.2. When a holiday falls on Sunday, the following day shall be the holiday. When a holiday falls on Saturday, the previous day shall be the holiday. Employees on continuous operations shall celebrate on the actual holiday. Employees not in continuous operations, who are scheduled to work Tuesday through Saturday, shall observe the actual holiday when it falls on those scheduled days. When the holiday falls on Sunday it will be observed on Saturday. When the holiday falls on Monday it will be observed on Tuesday.

Fleet Services Mechanics assigned to the Transit Garage will observe the following six (6) holidays: Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day. The employees also will receive seven (7) personal days within the fiscal year.

14.3. Employees covered by this Agreement shall be paid eight (8) hours pay at the basic hourly rate as holiday pay for the foregoing holidays. An employee shall forfeit his right to payment for a holiday if absent from work, unless such absence is authorized, on the scheduled

day preceding such holiday or on the next scheduled working day following such holiday or the holiday itself for continuous operations and departments that regularly operate more than 5 days per week.

14.4. When an employee is scheduled to work or called in to work on a holiday, he shall be paid time and one-half (1½) for hours worked on the holiday in addition to holiday pay.

Employees may elect to receive compensatory time in accordance with 11.3.b. in lieu of pay for hours worked on a holiday except for departments that regularly operate more than five days per week. For departments or department workgroup that regularly operate more than five days per week, employees who are called in to work or are scheduled to work on a holiday that would otherwise be their regularly scheduled day off will have the option to elect compensatory time off in lieu of pay in accordance with 11.3.b. However, an employee whose regularly scheduled day happens to be a holiday will not be eligible to elect comp time.

14.5. Employees who are serving their probationary period are entitled to holiday pay for holidays falling within such probationary period.

14.6 Personal Day holiday(s) off shall be arranged in advance between employee and his immediate supervisor. New hires' personal leave shall be prorated during the first year of employment.

Article 15 – Vacations

15.1.a. All regular full-time employees shall be entitled to vacations as follows:

Employees accrue vacation hours at the rates shown below, based on their date of hire.

Employees Vacation Accrual Rates

Months of Service	1 – 12	13 – 72	73 – 132	133 - 192	193+
Hours Accrued / Month	3.3	6.7	10.0	13.3	16.7

Except for new hires, each employee's vacation accrual will be reported on the first payroll of each month. A new employee's accrual will first be reported on the first payroll of the second month of employment.

Except for new hires, each employee's vacation usage will be reported on every payroll. Employees are only entitled to use vacation that they have accrued, subject to other provisions in this article. Employees may reserve future vacation times provided they can accumulate the hours needed prior to the vacation time reserved.

15.2. Regular employees who work a part-time schedule shall be entitled to vacation prorated by the level of full-time equivalency (FTE). For example a 20 hour per week employee would receive fifty (50) percent of the accrual amount per month.

- 15.3. Temporary or seasonal employees are not entitled to receive a vacation.
- 15.4 Employees who have been on leave of absence shall begin accrual at the same rate based on their City Seniority Date.
- 15.5. Vacation earned and unused will be paid upon retirement, resignation or dismissal. In the event of the death of an employee, such payment will be made to the spouse or the estate of the employee.
- 15.6. For those employees who will complete one, six, eleven or sixteen years of service the higher rate of vacation accrual will be credited and reported on the first payroll, the month following their anniversary date.
- 15.7 Employees will be allowed to accumulate more vacation hours than would be accredited by twelve (12) months of service, until their anniversary month. Employees are required to reduce their accumulated hours to no more than their annual accrual amount (12 months) by the end of their anniversary month. Vacation hours over an employee's annual amount will be deducted to the annual amount at the end of their anniversary month.
- 15.8. Vacation will be taken in .10 hour increments. Workgroup Seniority may be used to select vacation dates within specific job classifications in each workgroup. Selection of a split vacation will be allowed. However, employees splitting their vacation dates shall be allowed to use their workgroup seniority for the selection of vacation dates for the first segment of vacation on open dates only after others with lesser workgroup seniority have scheduled their vacation or first segment of vacation. However, after April 1 of any calendar year, any employee who has not selected his vacation time can only take vacation at a time available that has not been selected by others, including those who have selected the second segment of a split vacation. Except for emergency situations, every effort shall be made to allow employees to take their vacations on the dates selected. Upon management receiving the request for vacation, every effort shall also be made to properly and timely inform the employee of approval or denial.
- 15.9. Final decision as to the number of employees on vacation at any time for any shift or any classification is subject to the approval of the Department Director or his/her designee.
- 15.10. Vacations may start at any time during the week.
- 15.11. Any employee transferred from one City department to another City department shall have his vacation credits transferred to the new department without loss to the employee.
- 15.12. Employees on leave of absence without pay in excess of thirty calendar days shall not earn vacation credits for such period of absence.
- 15.13. The official vacation record shall be maintained at the Human Resources Office.

15.14. If a holiday occurs during an employee's vacation, the employee with approval of his Department Director or his/her designee may extend his vacation by one day on either end of said vacation period. If such extension is not approved, the employee shall not be charged with a vacation day on the day the holiday occurs.

Article 16 – Health and Welfare

The Employer shall continue in effect the present coverage of insurance programs currently available to employees; however, this statement, nor any other contract language is not to be construed as limiting the Employer's sole authority to change insurance carriers, if equivalent or better coverage can be obtained. However, the Union shall be given a sixty (60) calendar-day notice and pertinent information concerning any contemplated change in carriers. The Employer will meet and discuss these changes upon request. Meetings on these topics will be held within five (5) working days of the request for such meetings or another time mutually agreeable by the parties.

16.1 The City will offer employees the “Traditional Plan” of health insurance, and this will be the primary plan of insurance. The City will also offer employees the “Choice Plan” of health insurance, and employees will be given an opportunity on an annual basis to enroll in either the Traditional Plan or Choice Plan. The Employer shall provide for all employees and their dependents group hospitalization, diagnostic, x-ray, laboratory, and major medical insurance equivalent to that set out in the master policy. All employees will be covered by Midland’s Choice or equivalent or better coverage. The employer will apply IRS 125 to the employee's contribution. The employees are eligible to sign up for the other tax breaks allowed under the IRS 125 law.

Traditional Plan:

10% With Cap – Participate in Wellness

	<u>Percentage Contribution</u>	<u>Single Cap</u>	<u>Family Cap</u>
January 1, 2017	10%	\$65.00	\$140.00
January 1, 2018	10%	\$75.00	\$160.00
January 1, 2019	10%	\$85.00	\$180.00

10% With Cap – Not Participating in Wellness

	<u>Percentage Contribution</u>	<u>Single Cap</u>	<u>Family Cap</u>
January 1, 2017	10%	\$90.00	\$190.00
January 1, 2018	10%	\$95.00	\$210.00
January 1, 2019	10%	\$100.00	\$230.00

Deductibles and Out-of-Pocket Maximums

<u>Single/Family Deductible</u>	<u>Single/Family OPM</u>
200/500	700/1400

Prescription Drugs

- Tier 1 (generic) – 90/10%
- Tier 2 (formulary) – 75/25%
- Tier 3 (non-formulary) – 60/40%

Prescription Deductible: \$150 single and \$300 family
 Prescription OPM: \$500 single and family

Choice Plan:

Employees may elect the Choice Health Insurance Plan, with a monthly premium of 5% of the total premium cost, if the employee participates in the City’s Wellness Plan. Subsequent monthly contributions for the duration of the contract will follow the 5% of the total premium cost. Or employees may elect the Choice Health Insurance Plan, with a monthly premium of 10% of the total premium cost, if the employee does not participate in the City’s Wellness Plan. Subsequent monthly contributions for the duration of the contract will follow the 10% of the total premium cost. Total premium cost may change subject to review by the employer.

5% – Participate in Wellness

Percentage Contribution
5%

10% – Not Participating in Wellness

Percentage Contribution
10%

Changing Health Insurance Plans

Employees may elect to change Health Insurance Plans at any open enrollment period. There will be no waiting period for coverage and no special enrollment.

Health Risk Assessment

Each calendar year the City will offer a Health Risk Assessment process. Any full-time employee who completes a Health Risk Assessment screening, and follow up coaching as prescribed, will receive the incentive plan offered by the City and contribute the lower percentages of employee premium for health insurance. Information gained in the Health Risk Assessment process will not be shared with City of Cedar Rapids management except in aggregate form. The Health Risk Assessment process is optional.

During the first five (5) months of employment with the City, the Employer will pay one-half (½) of the premium for the Traditional Health Insurance Plan only.

The Employer will continue to pay the insurance premium for ninety (90) days for an employee on an unpaid medical disability leave after all paid leave is exhausted.

16.2 The Employer shall provide for all employees Group Life Insurance with Accidental Death and Dismemberment in the amount of \$25,000.00 on each eligible employee until the employee reaches age 70 at which time the face value of the insurance reduces to 50%. Employees will be offered the opportunity to purchase up to \$500,000.00 in additional insurance subject to availability and certain limitations.

16.3. The Employer agrees to offer and pay the monthly premium for the employee's portion of dental insurance covering check-ups and teeth cleaning, cavity repair and tooth extractions, and high cost fillings, root canals, gums and bone diseases (non-surgical) subject to certain deductibles and reimbursement percentages. The employee may elect to pay the cost of dependent coverage for the above coverages at his or her own expense. That coverage will also include coverage, again subject to certain deductibles and reimbursement percentages, for teeth straightening and dependents as defined by the carrier.

16.4. The Employer shall provide Group Disability Insurance for all employees, which will provide disability payments of 66 2/3% of gross pay after the expirations of a 90-calendar day waiting period. Employees may elect to continue to receive their sick pay instead of disability payments, if they have more than 90 calendar days accrued. The plan shall provide for partial benefits.

16.5. Upon request of the employee, the Employer will furnish each employee (*at no cost to the employee*) a complete brochure explaining the Health Care Plan and a complete up-to-date list of the Select Health Care Providers. The employer shall furnish the union president (*at no cost to the Union*) copies on request. New employees shall receive the brochure and list.

Article 17 – Reserved

Article 18 – Longevity Pay

18.1. Longevity rate schedules are intended to recognize long and faithful service, particularly where the opportunity for employment is limited and where there is no provision for further advancement within the base pay range. Longevity rate schedules are not construed as being a part of base pay schedules which relate to the level, nature, and difficulty of work of positions and not to the service circumstances of employees.

18.2. Longevity rates shall be applied as follows:

After five (5) years of continuous service.....	\$24 per month
After ten (10) years of continuous service.....	\$48 per month
After fifteen (15) years of continuous service	\$72 per month
After twenty (20) years of continuous service.....	\$96 per month
After twenty-five (25) years of continuous service	\$120 per month

18.3. Payment of longevity shall be made twice yearly, one-half with the second pay period in June and one-half with the second pay period in December.

Article 19 – Jury Duty

19.1. The Employer shall pay all employees serving on any jury, or for court appearances on behalf of the Employer, the difference in salary between jury pay and his regular salary while in such service. If employee is discharged from the jury or as a witness before the workday ends, he must report to the Employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty. However, allowances for subsistence and travel will not be considered as part of jury pay. Employees who work the second and third shifts shall be transferred to the day shift for pay purposes for the tour of jury duty.

Article 20 – Leave of Absence

Leaves of absence will follow the general personnel policies and provisions of the Employer which cover special leaves, sick leaves, job injury sick leave, maternity leaves, funeral and military leaves, etc., as follows:

20.1. Sick Leave

20.1.a. Each full-time employee of the Employer shall be entitled to sick leave of one (1) workday with pay for each completed month of service. Permanent employees who render part-time services shall be entitled to proportioned sick leave for the time actually worked at the same rate as that granted full-time employees.

20.1.b. Accrual of sick leave is unlimited.

20.1.c. An employee eligible for sick leave with pay may use such sick leave upon approval from his Department Director or his/her designee for absence due to any condition rendering the employee medically unable to perform job duties. If the Department Director or his/her designee has reason to suspect an employee is abusing sick leave, he may require in writing, that the employee provide a doctor's certificate for all periods of absence for which sick leave is requested. Such written notification shall remain in effect for six months from the date of the written notification. For a leave period beyond five (5) workdays, a doctor's release will be required and the Department Director or his/her designee may require the employee to report to the Employer's Safety & Wellness Office.

20.1.d. A Department Director or his/her designee may grant a leave chargeable to sick pay for absence of the employee due to illness of employee's spouse or children if it is necessary that the employee be off from work. Denial of such sick leave is not subject to the grievance procedure herein, unless such denial is without proper cause.

20.1.e. Employees absent from work on legal holidays, during sick leave, vacation, for disability arising from verified injuries in the course of their employment, or for authorized leaves of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were employed.

20.1.f. Any employee on leave of absence without pay or on layoff in excess of thirty (30) days shall not earn sick leave.

20.1.g. Absences for part of a day, that are chargeable to sick leave, shall be charged in an amount not smaller than one-half (½) hour.

20.1.h. Sick leave shall be uniformly credited on a monthly basis for all employees at the rate of one (1) day per monthly period and shall be made available to employees as indicated on their paycheck stub.

20.1.i. The official sick leave record shall be maintained at the Human Resources Office.

20.1.j. Any regular employee transferred from one department to another shall have his sick leave credits transferred to the new department without loss to the employee.

20.1.k. Sick leave will not be charged for the day of a holiday occurring during a paid sick leave.

20.1.l. Employees who have exhausted all paid leave may donate earned vacation to a fellow employee on a continuous approved medical leave of absence, which is documented by a physician as a serious medical condition. However, the Department Director or his/her designee and Human Resources Director or his/her designee may authorize donated leave on less than a 30-day continuous basis on a case by case basis.

20.1.m. Employees absent for medical reasons shall automatically retain all seniority rights for two (2) years following their last day on paid status.

20.2. *Job Injury Sick Leave*

20.2.a. All accidents must be reported to the employee's supervisor and the City's Safety & Wellness Office. Upon the employee so reporting, the employee will be paid for the balance of the shift on the date this injury occurred providing the injury incapacitates him from doing his regular work.

20.2.b. Employees suffering a work related injury resulting in their being unable to work, will be placed on Job Injury Sick Leave and will receive Job Injury Sick Leave Pay for such time that the employee is physically unable to work, with no deduction from their paid leave account.

20.2.c. The hourly rate of compensation for employees receiving Job Injury Sick Leave Pay shall be at 75 percent of the employee's regular hourly wage, or the amount required by Iowa Code 85.37, whichever is greater.

20.2.d. Should the employer contract with an insurance company to provide workers compensation insurance, the employee shall assign to the City of Cedar Rapids all weekly workers' compensation benefits, which he received from the insurance company or to which he is entitled for the period he is off work covered by job injury sick leave. Any employee who fails to assign said benefits or knowingly accepts or receives said benefits or fails to promptly reimburse the City of any such benefits inadvertently or unintentionally received, shall reimburse the City for all Job Injury Sick Leave Pay received as per paragraph 20.2.c.

20.2.e. Except for wages as defined above, an employee on Job Injury Sick Leave (workers' compensation leave) will be considered for all benefit purposes as if he were fully employed.

20.3. **Maternity Leave** – The Employer and the Union intend to comply with all provisions under EEOC Guidelines regarding pregnancy and maternity leave. The following is the policy that shall be followed:

20.3.a. Pregnancy and related medical conditions shall be considered temporary physical disabilities and paid sick leave may be used for absences due to these causes on the same basis as any other temporary physical disability. A doctor's certificate indicating the anticipated dates of physical disability will be required as soon as the employee has knowledge thereof, in addition to doctor's certificate which indicated the actual dates of disability.

20.3.b. The employee may use accrued vacation after exhausting that balance of sick leave with pay. Following the expiration of her accrued vacation, sick leave, and other paid leaves the employee may request leave without pay per Article 20.7.

20.3.c. The employee is expected to return to work as soon as she is physically able to resume job duties. Upon returning to work she must present a doctor's release indicating that she is physically able to return to work.

20.4. **Funeral Leave**

20.4.a. In the event of death of a member of the employee's immediate family, (*wife, husband, children*) or death of his mother, father, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandmother, grandfather, grandchildren, stepfather, and stepmother, stepsister, stepbrother, and stepchildren, aunt and uncle, the employee shall be granted a leave of absence with pay for three (3) consecutive calendar days, one of which must be spent in attendance at the funeral. Should the funeral fall on Saturday or Sunday the employee shall be granted a leave of absence with pay for three (3) consecutive calendar days during the normally scheduled workweek which must start Wednesday and end Friday prior to the funeral or start Monday and end Wednesday of the week immediately after the funeral. If an employee is scheduled to work Saturday or Sunday then the three (3) consecutive calendar days, one of which must be spent in attendance of the funeral will apply.

20.4.b. A regular employee may be allowed necessary time off with pay to attend the funeral of a fellow worker on the payroll employed in the same department provided, however, such permission is granted by the supervisor or Department Director or his/her designee.

20.5. **Voting** – Employees who do not have three (3) consecutive hours off outside of their working hours and during the time the polls are open from 7 a.m. to 9 p.m. are entitled to enough time off with pay so they will have three (3) consecutive hours of time off while the polls are open. However, in such cases, the employees are required to make written application to their Department Director or his/her designee prior to the date of election who, in turn, will determine when time off may be granted.

20.6. *Military Leave*

20.6.a. All regular employees who are members of the National Guard, organized reserves or any component part of the military, naval, or air force or nurses corps of the State of Iowa or of the United States, or who are or may be otherwise inducted into the military service of Iowa or of the United States, shall when ordered by proper authority to active state or federal service, be entitled to leave of absence for the period of such active state or federal service, without loss of status or seniority, and without loss of pay during the first thirty (30) days of such leave of absence. Such employee will accumulate seniority during such period of service, provided such employee reports for work within ninety (90) days after being given a certificate of discharge, other than dishonorable, and upon his return shall be given all rights and privileges accorded them under the USERRA (Federal Law), State Law, and City Policy. If an employee on such leave voluntarily re-enlists, such action will void the protection of this article unless it is in conflict with state or federal law.

20.6.b. As required in the USERRA, such employee shall be returned to a job of equal seniority, status, and pay. However, sick leave will not accumulate during such absence of employee; but sick leave credits previously recorded will be maintained.

20.7. *Special Leave Requiring Department Director Approval, except as shown in Article 6.*

20.7.a. A Department Director may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed a total of ten (10) working days in any calendar year; or five (5) working days in any one instance.

20.7.b. Any leave of absence of six (6) days or more will require authorization of the Human Resources Director or his/her designee.

20.7.c. Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing. A request for a short leave of five (5) days or less shall be answered promptly. A request for a leave of absence of six (6) days or more shall be answered within ten (10) days.

20.7.d. An employee who is on a continuous leave of absence of thirty (30) days or less shall continue to accrue seniority and shall be returned to the position he held at the time the leave of absence was requested. An employee who is on a continuous leave of absence in excess of thirty (30) days, who has been granted a special leave without pay at the employee's request, will have his city and department seniority dates, and longevity date adjusted to reflect the time lost during such period of absence and vacation prorated to reflect the time lost.

20.7.e. An employee elected to any municipal, state, county or federal office shall, upon written request, be granted a leave of absence without pay to serve in that office. Requests for leave of absence without pay by an employee appointed to any political or legislative office may be

granted. Employees granted leave under this section will retain city and departmental seniority if they return to work within twenty-four (24) months of the effective date of that leave.

20.7.f. An employee who requests a leave of absence, without pay, because he is going on the payroll of the Union either in an elected or appointed capacity, shall continue to accrue departmental seniority only. It being understood leaves of this nature shall not exceed 12 months.

20.8. Failure of an employee to comply with the provisions required prior to a leave may result in discipline. However, inability to work because of proven sickness or injury shall not result in any loss of seniority rights. During the period of absence on any leave, the employee shall not engage in gainful employment as this may result in his being dropped from the payroll. An exception shall be where full information is given to the Employer in advance if the employee is to be on an approved leave of absence in accordance with Article 6 of this Agreement.

Article 21 – In-service Training

21.1. All in-service training or schooling required by the Employer and occurring during the employee's normal working hours will be at the expense of the Employer.

21.2. All training or schooling outside of regular hours, which the employee is required by the Employer in writing to attend, shall have time spent in class, tuition, and travel expense including lodging and meals paid for.

21.3. An employee permitted to attend a seminar, school, or conference for the mutual benefit of the employee and employer, will not suffer any loss in pay for the time necessary for such attendance. There will be no additional pay such as overtime or other pay granted to him during such time but will be reimbursed for cost of transportation, housing, and meals, as limited by the City, while he is away from Cedar Rapids. Any expense for items required by the school will be reimbursed and such items shall become the property of the department. Proof of purchase and necessity of purchase will be required to justify reimbursement. The intent of this paragraph is that employees attending a seminar, school or conferences as stated herein, are to be paid their normal pay for the pay week during such attendance.

Article 22 – Performance Evaluations

Where employees are evaluated, the evaluation shall be conducted in a fair and impartial manner.

Article 23 – Tuition Reimbursement

23.1 Employees covered by this bargaining unit will have the same rights and privileges provided in City Policy 6.04 – Tuition Reimbursement.

Article 24 – Reserved

Article 25 – Wages

25.1 An employee covered by this agreement shall be paid at the rate shown for their present grade and step as shown on Pay Schedule B or Pay Schedule B(1) attached hereto.

25.2 All employees shall move to the next step of their classification after 12 months where they will top-out after 36 months. All new hired employees shall initially be placed in the entry rate of pay for his classification.

Employees completing two (2) years in Column A positions, and meeting testing qualifications, will move to position in Column B.

A	B
Traffic Signal Technician I (AF016) (30)	Traffic Signal Technician II (AF017) (34)
Traffic Control Maintenance Worker I (AF098) (20)	Traffic Control Maintenance Worker II (AF099) (26)
Solid Waste/Recycling Driver Coll I (AF074) (20)	Solid Waste/Recycling Driver Coll II (AF075) (22)
Auto Equipment Mechanic I (AF029) (26)	Auto Equipment Mechanic II (AF030) (30)
Urban Forester I (AF100) (23)	Urban Forester II (AF101) (27)
Water Plant Maint Repair Worker I (AF105) (22)	Water Plant Maint Repair Worker II (AF106) (26)
Water Plant Maint Repair Worker II (AF106) (26)	Water Plant Equipment Mechanic (AF165) (28)
Water Plant Instrument Tech (AF056) (28)	Water Plant Electronic Tech (AF166) (30)
Water Utility Service Rep I (AF160) (26)	Water Utility Service Rep II (AF181) (28)
Lead Water Utility Service Rep (AF168) (30)	Lead Water Utility Service Rep (AF182) (32)
WPC Electrician I (AF047) (28)	WPC Electrician II (AF048) (30)
WPC Instrument Technician (AF052) (28)	WPC Electronic Technician (AF049) (30)
WPC Maintenance Repair Worker I (AF103) (22)	WPC Maintenance Repair Worker II (AF104) (26)
WPC Maintenance Repair Worker II (AF104) (26)	WPC Equipment Mechanic (AF050) (28)
WPC Maintenance Worker (AF102) (16)	WPC Maintenance Worker I (AF103) (22)
Parks & Grounds Maint-Repair Worker I (AF035) (23)	Parks & Grounds Maint-Repair Worker II (AF185) (27)
Recreation Maint-Repair Worker I (AF062) (23)	Recreation Maint-Repair Worker II (AF186) (27)

Article 26 – Deferred Compensation

An employee shall be eligible to contribute up to the maximum dollar amount permitted by the Internal Revenue Service into an individual's Deferred Compensation plan. The City shall contribute a one to one match of employee's contributions up to one-half percent (0.5%) of the employee's base annual wage for employees choosing to participate in the plan.

It is understood this agreement is entered into in lieu of cash wages and benefits. If any provision of this article is determined to be unlawful, the parties shall submit to further negotiations as set forth in Chapter 20.16-22, Code of Iowa. As to contributions to a Deferred Compensation plan previously made by the City under this article before any such determination, the negotiations shall assure that these contributions are preserved for the sole benefit of the employee and are not returned to the City.

The employee has the sole discretion to direct all contributions to a provider of his/her choosing from within the existing Approved Provider List.

Article 27 – Complete Agreement

27.1 The Union and the Employer acknowledge that, during the negotiations which resulted in the Agreement, each party had an unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of negotiations. That the understanding and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and Union, for the duration of this Agreement and any extensions thereof, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

27.2 This article is not intended to prohibit a discussion between the Employer and Union in regard to existing practices or any changes effected by either the legislature or courts during the term of this Agreement.

Article 28 – Separability and Savings Clause

28.1 It is the sense and intention of the parties hereto that all of the provisions of this Agreement shall comply with all applicable statutes or authority, or restriction on authority, granted the Employer and any ordinances, rules, and regulations made in compliance with such statutes.

28.2 Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a modification or substitute for the invalidated article, section, or portion thereof, to comply with such decision.

Article 29 – Effective Date

29.1 This Agreement shall be in full force and effect from July 1, 2016, to and including June 30, 2019.

**AMERICAN FEDERATION OF
STATE COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, LOCAL #620**

CITY OF CEDAR RAPIDS

Wayne Chymes
FOR THE UNION

[Signature]
CITY MANAGER
Alissa Van Sloten
5/25/16

Cory Clary

Douglas J. McArthur

Frank T. [Signature]

Josh [Signature]

Jeff Van Meter

[Signature]

ATTEST:

Alissa Van Sloten
Alissa Van Sloten, Deputy City Clerk

Dated: 5/18/16

5.27.16
DATED

Letter of Agreement - Water Plant Operators

Employees with Iowa Grade I Certification	Pay Grade 25
Employees with Iowa Grade II Certification A minimum of six (6) months on staff Pass an internal proficiency test	Pay Grade 27
Employees with Iowa Grade III Certification A minimum of six (6) months on staff Pass an internal proficiency test <i>(Test more difficult than Pay Grade 27)</i>	Pay Grade 29
Employees with Iowa Grade IV Certification A minimum of six (6) months on staff Pass an internal proficiency test <i>(Test more difficult than Pay Grade 29)</i>	Pay Grade 31
<i>New Hires (Effective February 1, 1995)</i> Minimum requirements: Iowa Grade I and pass Grade II within twelve (12) months	Pay Grade 25
Employees with Iowa Grade II/III <i>and</i> a minimum of six (6) months on staff Pass internal efficiency test	Pay Grade 27
Employees with Iowa Grade III <i>and</i> a minimum of six (6) months on staff Pass an internal proficiency test <i>(Test more difficult than Pay Grade 27)</i>	Pay Grade 29
Employees with Iowa Grade IV Certification A minimum of six (6) months on staff Pass an internal proficiency test <i>(Test more difficult than Pay Grade 29)</i>	Pay Grade 31

When there are two operators of the same pay grade assigned overtime on the same shift, the operator with the greatest department seniority shall have the choice of working the front operator's duty station or the back operator's duty station. An operator working straight time on his own shift shall not be displaced by another operator working overtime. Duty posts will not be changed after the start of a shift except when a condition may arise such as an employee's illness, medical emergency, etc.

Operators with Iowa Grade I as of February 1, 1995, will be encouraged, but not required, to obtain a Grade II certification.

Water Plant Operators will move to their next step one year after entering into the classification of Water Plant Operator I (grade 25). All future step increases will be based on the month and date of their Department or City seniority. Promotions to higher classification of Water Plant Operator will not affect their step increase date.

Document originally signed on February 8, 1995.

Letter of Agreement - Water Distribution Certifications

Employees with Iowa Distribution Grade I Certification

Water System Maintenance Repair Worker I Pay Grade 25

Water System Equipment Operator Pay Grade 27

Employees with Iowa Distribution Grade II Certification

A minimum of six (6) months on staff

Pass an internal proficiency test – Able to test once per 60 days

Water System Maintenance Repair Worker I Pay Grade 26

Water System Equipment Operator Pay Grade 28

Employees with Iowa Distribution Grade III Certification

A minimum of six (6) months on staff

Pass an internal proficiency test – Able to test once per 60 days

Water System Equipment Operator Pay Grade 29

Water System Maintenance Repair Worker II Pay Grade 32

All future step increases will be based on the month and date of their Department or City seniority. Promotions to higher pay grades will not affect their step increase date.

Letter of Understanding – Bidding on Jobs When Position is Eliminated

Effective between the

City of Cedar Rapids

and

AFSCME Local #620

BIDDING ON JOBS WHEN A POSITION IS SLATED TO BE ELIMINATED

The purpose of this agreement is to clarify and reduce to writing the practice as it pertains to Employees, who successfully bid on another position in the bargaining unit due to the fact that his/her former position is being eliminated.

An Employee who successfully bids into another position in another department within the bargaining unit, due to the fact that his/her position is being eliminated, shall maintain his/her original departmental seniority for the purposes of bidding back into his/her original department.

This is not a new agreement but clarification of the current practice.

Letter of Understanding – Vacancies and Postings During Lay-Off

Effective between the

City of Cedar Rapids

and

AFSCME Local #620

VACANCIES AND POSTINGS DURING LAY-OFF

The purpose of this agreement is to clarify and reduce to writing the practice as it pertains to Least Senior Positions, Vacancies, and Posting of Vacancies during lay-offs.

Since a vacancy has no Unit Wide "City Seniority", it is not the least senior position for bumping. The least senior position must be occupied before bumping into that position can take place.

A vacancy to be filled must be posted in accordance with the contract, unless otherwise mutually agreed to. Laid-off employees and those employees whose positions are slated to be eliminated, who want the position, must bid the vacancy along with all other eligible employees.

This is not a new agreement but clarification of the current practice.

Letter of Understanding – Temporary & Seasonal Employees Holiday Pay

Effective Between the

City of Cedar Rapids

And

AFSCME Local #620

TEMPORARY AND SEASONAL EMPLOYEES – HOLIDAY PAY

The purpose of this agreement is to clarify and reduce to writing the intent of Article 11.11(f) and 11.11(g) as it pertains to Holiday Pay for Temporary and Seasonal Employees.

Temporary and Seasonal Employees, who work an observed holiday, shall be paid at time and one half their basic hourly rate for all hours worked on said holiday. However, these employees will not receive holiday pay for that holiday.

Furthermore, it is the intent of this language that if a Temporary or Seasonal Employee does not work on an observed holiday, they will not receive holiday pay for that holiday.

Letter of Agreement – Streets Equipment Training Program

Effective Between the

City of Cedar Rapids

And

AFSCME Local #620

This agreement is to establish a program that provides employees training on equipment outside of their current job classification.

1. Equipment Training will be divided into two training programs identified as Basic and Advanced. The Basic Training will cover equipment operated by employees in the classifications of Laborer, Driver and Area Driver. The Advanced Training will cover equipment operated by employees in the Heavy Equipment Operator Classification.
2. The minimum types of equipment within the Basic Training are:
 - a. Laborer - Tandem and Single Axle Dump Truck, Screed, Hand tools.
 - b. Driver- Tandem and Single Axle Dump Truck, Lodall, Flusher, Belly Power Broom, Trackless or Bomber Sidewalk Pion/Blower, Hot Box.
 - c. Streets Lead Worker - Tandem and Single Axle Dump Truck, Lodall, Flusher, Belly Power Broom, Trackless Skid Loader, Crack Sealer, Mudjack- Concrete Pump, Hot Box.
3. The minimum types of equipment for the Advanced Training are:
 - a. Heavy Equipment Operator - Skid Loader, Sweeper, Motor Grader, AC Laydown Machine, Wheeled Front End Loader and Wheeled Loader-Gradall.
 - b. Streets Lead Worker (Concrete) – In order to receive training the employees must agree to be assigned to the concrete construction division for an entire construction season. Concrete Self-Propelled Concrete Saw, PCC Vibrating Power Screed, Electronic Level, Transit, Materials Specifications, ADA Regulations, Setting String Line, Estimating and Ordering Concrete.
 - c. Cement Finisher - In order to receive training the employees must agree to be assigned to the concrete construction division for an entire construction season. Tandem and Single Axle Dump Truck, Lodall, Flusher, Paving Breaker, Concrete Milling machine, PCC Vibrating Power Screed and Self-Propelled Concrete Saw, ADA Regulations, Estimating and Ordering Concrete.

4. Employees are provided a document listing of equipment operated within the Streets Division. The employee checks the equipment that they feel they are competent to operate. This list is then verified by their immediate Supervisor and a Union representative from the trainer pool. Upon verification, training would not be required for the approved equipment.
5. Employees may then express an interest in training and a desire to participate to their immediate Supervisor.
6. Interested employees will take a general knowledge assessment. This assessment will cover safety, CDL, and general construction practices and used as a tool to provide a common base by which to begin training. The assessment is not a test and therefore not pass/fail. Completion of the assessment serves as enrollment in the Training program.
7. Employees enrolled in the training program are placed on a training schedule by Workgroup Seniority. The training schedule will be based on equipment availability and project schedule. Upon the start of field training, a participant shall not be bumped from the program by a senior staff member not enrolled in training when training began. Training will often occur on slow days or late in the week, regular attendance will be required.
8. The Supervisor finds/schedules a trainer. Trainers will be identified and selected by the training committee. Supervisors may be included as trainers. Trainers may also be contracted from outside agencies. Bargaining Unit Employees will be paid at the grade 30 rate while providing training. The training may occur outside of the employees current regular work area, (an employee assigned to work in the SE Quadrant may train in the NW Quadrant). The trainer and trainee may or may not be from the same area and one of them may be assigned to a different area for the training.
9. The employee would next familiarize themselves with the equipment, basic function and capabilities. This step will include a review of safety concerns relative to that individual piece of equipment and general maintenance. This will occur off the job site for most equipment in the advanced program, on a designated project for most basic program equipment. This familiarization period would be for a minimum of 20 hours paid at the employees current pay classification. The supervisor will pass the employee to the next step in the program when the trainee is proficient with the equipment in a manner that operation can be done in a safe and productive manner.
10. Upon completion of the familiarization phase, the employee then operates the equipment under the tutelage of the trainer on a City work site. The employee's progress will be documented and evaluated during this training time. Because this training employee must be the one performing the work in order to gain the experience, they will not be upgraded while training with a trainer. However, during the absence of current employees, training

employees will not be used to fill the temporary vacancies unless they are upgraded. All temporary vacancies will be first filled with currently qualified employees.

11. There will be a minimum and maximum timeframe established for each type of equipment. The minimum time is set to ensure there is a consistent level of field training given to each trainee. The maximum is set to allow other employees their opportunity should a trainee not successfully progress through training. These limits also ensure City work is not significantly impacted and doesn't affect long term advancement or upgrade opportunities for qualified staff.
12. Upon the recommendation of his/her trainer, a written/hands-on evaluation will be administered by the supervisor. If employees still need improvement they will be provided a list of those items that need improvement and be allowed to sit for a reevaluation within 1 week. Upon completing the evaluation an employee is eligible for upgrade and meets the minimum qualification for bid.
13. As an ongoing program employees will be furnished the opportunity to train on new equipment and retrain on equipment that they haven't used for a long time.
14. The Union President will be furnished an updated list of all employees and their qualifications.
15. This agreement does not change or supersede any other sections of the contract.

Exhibit A – Department/Class Titles and Pay Grades

Effective July 1, 2016

Exhibit - A

DEPARTMENT

Seniority Work Group

Classification Title (Job Code)

Pay Grade

FINANCE AND ADMINISTRATIVE SERVICES

Work Group-Facility Maintenance

Custodian (AF189).....	*14
Building Maintenance Worker II (AF080)	18
Building Maintenance Worker III (AF081)	24
Parking Systems Electrical/HVAC Technician (AF064)	30
Electrician (AF146)	32
HVAC Specialist (AF145).....	30

*Grade 18 for Building Maintenance Worker II duties

Work Group-Fleet Services AFSCME

Fleet Services Laborer (AF150).....	16
Fleet Services Storekeeper (AF095)	24
Auto Equipment Mechanic I (AF029)	26
Auto Equipment Mechanic I (AF161) Transit.....	26
Auto Equipment Mechanic I (AF177) Police	26
Welder – Auto Equipment Mechanic II (AF045)	30
Auto Equipment Mechanic II (AF030).....	30
Auto Equipment Mechanic II (AF162) Transit	30
Auto Equipment Mechanic II (AF178) Police.....	30
Lead Auto Equipment Mechanic (AF147)	32
Lead Auto Equipment Mechanic (AF163) Transit	32
Lead Auto Equipment Mechanic (AF179) Police	32

Work Group-Parking

Parking Meter Patrol Officers (AF025)	09
Parking Meter Technician (AF036)	24

BUILDING SERVICES

Work Group-Building

Building Inspector (AF001).....	32
Building Chief Inspector (AF002)	36

Electrical Inspector (AF003).....	32
Electrical Chief Inspector (AF004).....	36
Mechanical Inspector (AF022).....	32
Mechanical Chief Inspector (AF008).....	36
Plumbing Inspector (AF005).....	32
Plumbing Senior Inspector (AF006).....	34
Plumbing Chief Inspector (AF007).....	36
Zoning Inspector (AF010).....	32

Work Group-Housing

Nuisance Abatement Officer (AF153).....	32
Housing Inspector (AF009).....	32
Housing Chief Inspector (AF023).....	36

DEVELOPMENT SERVICES

Work Group-Building

Zoning Officer (AF151).....	32
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Zoning Officer (AF151) For all seniority purposes will continue to be included within the Building Services Department and the Building Work Group which is located in the Building Services Department. Also, these employees will have the opportunity to move to a Zoning Inspector (AF010) vacancy in the Building Services Department, on a seniority basis, prior to the vacancy being posted for bid.

PARKS & RECREATION

Work Group-Forestry

Urban Forester I (AF100).....	23
Urban Forester II (AF101).....	27

Work Group-Parks

Greenhouse Worker (AF084).....	22
Parks & Grounds Maintenance Repair Worker I (AF035).....	23
Parks & Grounds Maintenance Repair Worker II (AF185).....	27
Lead Greenhouse Worker (AF142).....	27
Parks & Grounds Equipment Operator I (AF188).....	23
Parks & Grounds Equipment Operator II (AF034).....	27

Work Group-Recreation

Maintenance & Inventory Technician (AF111).....	16
Recreation Maintenance Repair Worker I (AF062).....	23
Recreation Maintenance Repair Worker II (AF186).....	27

Work Group-Vegetation Management

Vegetation Management Operator (AF184).....	23
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POLICE

Work Group-Animal Control

Animal Control Maintenance Worker (AF135).....14
Animal Control Officer (AF077).....18
Lead Animal Control Officer (AF156).....24

PUBLIC WORKS

Work Group-Civil Engineering

Civil Engineering Senior Aide (AF013).....24
Civil Engineering Construction Inspector (AF021).....30

Work Group-Sewer Maintenance

Sewer Maintenance Worker (AF087).....*16
Collection Systems Maintenance Worker II (AF116).....22
Collection Systems Maintenance Worker III (AF070).....26
Collection Systems Maintenance Worker IV (AF089).....30
**Grade 20 when driving truck, pursuant to Article 11.9*

Work Group-Street Maintenance

Public Works Laborer (AF159).....14
Public Works Laborer Extra Driver (AF160).....16
Streets Driver (AF096).....20
Streets Area Driver (AF043).....24
Streets Heavy Equipment Operator (AF042).....26
Cement Finisher (AF032).....26
Lead Streets Area Driver (AF043).....28
Fill-in Foreman Upgrade.....30

Work Group-Traffic Engineering

Traffic Control Maintenance Worker I (AF098).....20
Traffic Control Maintenance Worker II (AF099).....26
Traffic Signal Technician I (AF016).....30
Traffic Signal Technician II (AF017).....34

UTILITIES

Work Group-Central Laboratory

Lab Services Water Quality Analyst (AF148).....30

Work Group-Solid Waste and Recycling

Solid Waste Recycling Laborer Extra Driver (AF139).....16
Solid Waste Recycling Driver/Collector I (AF074).....20
Solid Waste Recycling Driver/Collector II (AF075).....22

Nuisance Abatement Worker (AF187)	25
Solid Waste Abatement Officer (AF154)	30
Littering and Illegal Dumping Officer (AF164)	30

Work Group-Water

Water Meter Reader (AF027)	21
Water Maintenance Repair Worker I (AF105)	22
Water System Utility Worker (AF113)	22
Water System Maintenance Repair Worker I (AF107)	24,25,26
Water System Maintenance Repair Worker II (AF108 or AF183)	30 or 32
Water Maintenance Repair Worker II (AF106)	26
Water System Equipment Operator (AF059)	26, 27, 28, 29
Water Utility Service Representative I (AF060)	27
Water Utility Service Representative II (AF181)	29
Water Plant Electrician (AF055)	28
Water Plant Instrument Technician (AF056)	28
Water Plant Equipment Mechanic (AF165)	28
Water Plant Operator (AF057, AF058 or AF065)	25, 27, 29
Water Plant Operator-Maintenance-Repair Worker (AF144 or AF152)	28, 29
Lead Water System Equipment Operator (AF130)	30
Water System Maintenance Repair Worker II (AF108)	30
Water Plant Electronics Technician (AF166)	30
Lead Water Utility Service Representative (AF168)	31
Lead Water Utility Service Representative (AF182)	33

Work Group-Waste Water Pollution Control

WPC Maintenance Worker (AF102)	16
WPC Maintenance Repair Worker I (AF103)	22
WPC Maintenance Repair Worker II (AF104)	26
WPC Equipment Mechanic (AF050)	28
WPC Instrument Technician (AF052)	28
WPC Electrician I (AF047)	28
WPC Electrician II (AF048)	30
WPC HVAC Specialist (AF051)	30
WPC Electrician III (AF141)	32
WPC Process Operator (AF124)	30
WPC Electronics Technician (AF049)	30
WPC Planned Maintenance Technician (AF066)	32

VETERANS MEMORIAL

Work Group-Veterans Stadium Maintenance

Building Maintenance Worker I (AF079)	14
Building Maintenance Worker II (AF080)	18
Building Maintenance Worker III (AF081)	24

Exhibit B – Jobs Excluded from Regular Workweek (as shown in Article 11.2.b.)

Animal Control

Animal Control Officer.....	Position ID# AF077-451
Animal Control Officer.....	Position ID# AF077-943
Animal Control Officer.....	Position ID# AF077-1109
Animal Control Officer.....	Position ID# AF077-1221
Animal Control Officer.....	Position ID# AF077-2069
Animal Control Officer.....	Position ID# AF077-719
Animal Control Maintenance Worker	Position ID# AF135-555
Lead Animal Control Officer.....	Position ID# AF156-194

Finance – Facilities Maintenance

Custodian (Ambrose).....	Position ID# AF079-1177
Custodian (Police).....	Position ID# AF079-0190

Finance – Fleet Services

Auto Equipment Mechanic I (Transit).....	Position ID# AF161-0728
Auto Equipment Mechanic II (Police).....	Position ID# AF178-0433
Auto Equipment Mechanic II (Police).....	Position ID# AF178-0722

Recreation

Recreation Maintenance Repair Worker I/II.....	Position ID# AF062-362
Recreation Maintenance Repair Worker I/II.....	Position ID# AF062-1533
Recreation Maintenance Repair Worker I/II.....	Position ID# AF062-1150

Parking Department

Parking Meter Patrol Officer	Position ID# AF025-335
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Water Department

Water Plant Operator	Position ID# AF057-339
Water Plant Operator	Position ID# AF058-26
Water Plant Operator	Position ID# AF058-33
Water Plant Operator	Position ID# AF058-300
Water Plant Operator	Position ID# AF058-420
Water Plant Operator	Position ID# AF058-1052
Water Plant Operator	Position ID# AF058-1078
Water Plant Operator	Position ID# AF058-1171
Water Plant Operator	Position ID# AF065-333
Water Plant Operator	Position ID# AF065-1091
Water Plant Operator	Position ID# AF065-1165
Water Plant Operator	Position ID# AF065-1297
Water Plant Operator	Position ID# AF065-1486
Water Plant Operator	Position ID# AF065-1534

Utilities – Central Laboratory

Central Lab Water Quality Analyst	Position ID# AF019-665
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Central Lab Water Quality AnalystPosition ID# AF019-756
 Central Lab Water Quality AnalystPosition ID# AF019-680
 Central Lab Water Quality AnalystPosition ID# AF019-865
 Central Lab Water Quality AnalystPosition ID# AF019-154
 Central Lab Water Quality AnalystPosition ID# AF019-668

Water Pollution Control Department

Process OperatorPosition ID# AF124-859
 Process OperatorPosition ID# AF124-877
 Process OperatorPosition ID# AF124-68
 Process OperatorPosition ID# AF124-383
 Process OperatorPosition ID# AF124-297
 Process OperatorPosition ID# AF124-673
 Process OperatorPosition ID# AF124-1619
 Process OperatorPosition ID# AF124-872
 Process OperatorPosition ID# AF124-133
 Process OperatorPosition ID# AF124-670
 Process OperatorPosition ID# AF124-2060
 Process OperatorPosition ID# AF124-422
 Process OperatorPosition ID# AF124-1019
 Process OperatorPosition ID# AF124-1616
 Process OperatorPosition ID# AF124-423
 Process OperatorPosition ID# AF124-2222
 Process OperatorPosition ID# AF124-2344
 Process OperatorPosition ID# AF124-2345
 Process OperatorPosition ID# AF124-2246

Exhibit C – Permanent Arbitrator Panel

The following arbitrators have been mutually selected by the parties to hear arbitrations on a rotating basis as described in Article 9.4. Step 3B a.

Ron Hoh
Stanley Michelsetter
Hugh Perry
Roger White
Ruth Weatherly
Lon Moeller

Schedule B – City of Cedar Rapids – AFSCME Wage Schedule

Effective for the 1st Payday in July 2016
 (Wage rates listed are per hour)

<i>Grade</i>	<i>Entry</i>	<i>Rate 2</i>	<i>Rate 3</i>	<i>Rate 4</i>
8	15.73	17.39	18.22	19.25
9	15.78	17.48	18.38	19.33
10	16.13	17.81	18.78	19.72
11	16.36	18.06	19.04	20.07
12	16.60	18.36	19.33	20.37
13	16.84	18.61	19.61	20.67
14	17.27	19.11	20.19	21.25
15	17.47	19.32	20.35	21.44
16	17.94	19.77	20.84	21.99
17	18.03	19.97	21.09	22.24
18	18.52	20.50	21.60	22.76
19	18.63	20.63	21.79	22.95
20	19.16	21.20	22.42	23.61
21	19.32	21.36	22.56	23.81
22	19.82	21.95	23.18	24.43
23	20.20	22.33	23.63	24.98
24	20.55	22.74	24.06	25.42
25	20.89	23.12	24.50	25.83
26	21.28	23.55	24.95	26.28
27	21.65	23.96	25.37	26.79
28	22.09	24.43	25.84	27.29
29	22.47	24.92	26.31	27.79
30	22.85	25.30	26.82	28.40
31	23.27	25.76	27.07	28.87
32	23.74	26.25	27.87	29.48
33	24.20	26.76	28.12	29.98
34	24.66	27.28	28.92	30.60
35	25.12	27.80	29.21	31.21
36	25.63	28.40	29.81	31.84
37	26.10	28.88	30.69	32.49
38	26.62	29.48	31.32	33.11

Wage Increase = 2.75%

In addition to rates shown above, employees will receive \$0.15 per hour for puddling, for operating a cement saw or jackhammer, mud jack or oil crew (*oil wagon driver and crack sealer wand operator*).

Shift Differential		These differentials will be given to employees whose work begins within 2 nd shift (3:00 p.m. – 11:00 p.m.) or 3 rd shift (11:00 p.m. – 7:00 a.m.)
2 nd Shift	\$0.20 per hour	
3 rd Shift	\$0.30 per hour	

Effective for the 1st Payday in July 2017
(Wage rates listed are per hour)

<i>Grade</i>	<i>Entry</i>	<i>Rate 2</i>	<i>Rate 3</i>	<i>Rate 4</i>
8	16.16	17.87	18.72	19.78
9	16.21	17.96	18.89	19.86
10	16.57	18.30	19.30	20.26
11	16.81	18.56	19.56	20.62
12	17.06	18.86	19.86	20.93
13	17.30	19.12	20.15	21.24
14	17.74	19.64	20.75	21.83
15	17.95	19.85	20.91	22.03
16	18.43	20.31	21.41	22.59
17	18.53	20.52	21.67	22.85
18	19.03	21.06	22.19	23.39
19	19.14	21.20	22.39	23.58
20	19.69	21.78	23.04	24.26
21	19.85	21.95	23.18	24.46
22	20.37	22.55	23.82	25.10
23	20.76	22.94	24.28	25.67
24	21.12	23.37	24.72	26.12
25	21.46	23.76	25.17	26.54
26	21.87	24.20	25.64	27.00
27	22.25	24.62	26.07	27.53
28	22.70	25.10	26.55	28.04
29	23.09	25.61	27.03	28.55
30	23.48	26.00	27.56	29.18
31	23.91	26.47	27.81	29.66
32	24.39	26.97	28.64	30.29
33	24.87	27.50	28.89	30.80
34	25.34	28.03	29.72	31.44
35	25.81	28.56	30.01	32.07
36	26.33	29.18	30.63	32.72
37	26.82	29.67	31.53	33.38
38	27.35	30.29	32.18	34.02

Wage Increase = 2.75%

In addition to rates shown above, employees will receive \$0.15 per hour for puddling, for operating a cement saw or jackhammer, mud jack or oil crew (*oil wagon driver and crack sealer wand operator*).

Shift Differential		These differentials will be given to employees whose work begins within 2 nd shift (3:00 p.m. – 11:00 p.m.) or 3 rd shift (11:00 p.m. – 7:00 a.m.)
2 nd Shift	\$0.20 per hour	
3 rd Shift	\$0.30 per hour	

Effective for the 1st Payday in July 2018
(Wage rates listed are per hour)

<i>Grade</i>	<i>Entry</i>	<i>Rate 2</i>	<i>Rate 3</i>	<i>Rate 4</i>
8	16.60	18.36	19.23	20.32
9	16.66	18.56	19.41	20.41
10	17.03	18.80	19.83	20.82
11	17.27	19.07	20.10	21.19
12	17.53	19.38	20.41	21.51
13	17.78	19.65	20.70	21.82
14	18.23	20.18	21.32	22.43
15	18.44	20.40	21.49	22.64
16	18.94	20.87	22.00	23.21
17	19.04	21.08	22.27	23.48
18	19.55	21.64	22.80	24.03
19	19.67	21.78	23.01	24.23
20	20.23	22.38	23.67	24.93
21	20.40	22.55	23.82	25.13
22	20.93	23.17	24.48	25.79
23	21.33	23.57	24.95	26.38
24	21.70	24.01	25.40	26.84
25	22.05	24.41	25.86	27.27
26	22.47	24.87	26.35	27.74
27	22.86	25.30	26.79	28.29
28	23.32	25.79	27.28	28.81
29	23.72	26.31	27.77	29.34
30	24.13	26.72	28.32	29.98
31	24.57	27.20	28.57	30.48
32	25.06	27.71	29.43	31.12
33	25.55	28.26	29.68	31.65
34	26.04	28.80	30.54	32.30
35	26.52	29.35	30.84	32.95
36	27.05	29.98	31.47	33.62
37	27.56	30.49	32.40	34.30
38	28.10	31.12	33.06	34.96

Wage Increase = 2.75%

In addition to rates shown above, employees will receive \$0.15 per hour for puddling, for operating a cement saw or jackhammer, mud jack or oil crew (*oil wagon driver and crack sealer wand operator*).

Shift Differential		These differentials will be given to employees whose work begins within 2 nd shift (3:00 p.m. – 11:00 p.m.) or 3 rd shift (11:00 p.m. – 7:00 a.m.)
2 nd Shift	\$0.20 per hour	
3 rd Shift	\$0.30 per hour	

Schedule B(1) – Seasonal Employees Pay Matrix

Effective 1 st Payday in July 1, 2016 – June 30, 2019								
Golf								
Laborer	8.00	8.25	8.50	8.75	9.00			
Seasonal Lead Equipment Operator	9.25	9.50	9.75	10.00	10.25			
Starter	7.25	7.50	7.75	8.00	8.25			
Parks								
Maintenance Employees	7.25							
6-Foot Outfront Mower Operator	7.50							
Crew Leader, Garbage Truck Helper	7.75							
11-Ft. & 16-Ft. Large Mower Operator	8.00							
Garbage Truck Driver	8.50							
Recreation								
Instructor I	7.25	7.50	7.75	8.00	8.25			
Instructor II	8.00	8.25	8.50	8.75	9.00			
Instructor III	10.00	10.50	11.00	11.50	12.00			
Laborer	8.00	8.25	8.50	8.75	9.00			
Lifeguard	8.75	9.00	9.25	9.50	9.75			
Sports Official I*	10.00	11.00	12.00	13.00	14.00	15.00	16.00	17.00
Sports Official II*	18.00	19.00	20.00	21.00	22.00	23.00	24.00	25.00
Sports Official III*	26.00	27.00	28.00	29.00	30.00	31.00	32.00	33.00
<i>*These rates are per event, not by the hour</i>								
WPC								
Intern II	8.00	8.25	8.50	8.75	9.00			

Seasonal employees will receive no fringe benefits that Regular Part-time and Regular Full-time employees receive (*Article 11.11.g*).

Appendix A – Health Insurance Plan Designs

This *Benefits at a Glance* does not contain all of the provisions or limitations that apply to your medical and *Prescription Drug* coverages. For additional coverage details, including limitations and restrictions, see your *Benefits Book*. *Federal Health Care Reform* may mandate changes to the plan design not outlined within *Appendix A – Health Insurance Plan Designs*.

Medical Services Benefit Schedule – Traditional Plan	
Lifetime Benefit Maximum	Unlimited
Deductible	\$200 for single coverage per <i>calendar year</i> ; \$500 for family coverage per <i>calendar year</i>
<p>Once your <i>eligible charges</i> equal the <i>deductible</i> shown above, the <i>Plan</i> will pay <i>benefits</i> for the rest of the <i>calendar year</i>. If you are enrolled in family coverage, the family <i>deductible</i> shown above may be satisfied either by one family member or by two or more family members for that <i>calendar year</i>.</p> <p>The <i>calendar year deductible</i> applies to the following <i>covered services</i>: Ambulance Services; Home Health Care; Physical Therapy; Durable Medical Equipment, Services, and Prosthetics; Oxygen; and Blood. Other services listed are not subject to the <i>calendar year deductible</i>.</p> <p>Expenses you pay for the per confinement first day room and board rate, <i>prescription drug</i> payments and any amount in excess of the <i>usual and customary amount</i> will not apply to the <i>deductible</i>.</p>	
Out-of-Pocket Limit	\$700 for single coverage per <i>calendar year</i> ; \$1,400 for family coverage per <i>calendar year</i>
<p>If you are enrolled in family coverage, the family <i>out-of-pocket limit</i> shown above may be satisfied either by one family member or by two or more family members for that <i>calendar year</i>. If the amount you pay for <i>eligible charges</i> in any one <i>calendar year</i> reaches the <i>out-of-pocket limit</i> shown above, additional <i>eligible charges</i> will be covered at 100%:</p> <p>If the amount you pay for <i>coinsurance</i> and <i>deductibles</i> in any one <i>calendar year</i> reaches the <i>out-of-pocket limit</i> shown above, the <i>Plan</i> covers additional <i>eligible charges</i> at 100% except for the following that will not apply towards satisfaction of the <i>out-of-pocket limit</i>:</p> <ul style="list-style-type: none"> • Pre-certification penalties • Penalty charges for failure to comply with utilization management requirements • Infertility charges • <i>Prescription drugs</i> • Any amount in excess of the <i>non-participating provider usual and customary amount</i> 	

Covered Services	Participating Provider Plan Payment	Non-Participating Provider Plan Payment
Ambulance Services	90% of <i>eligible charges</i> after the <i>deductible</i> .	Same as the <i>Participating Provider Plan Payment</i> .
Chiropractic Services - limited to 24 visits per <i>covered person</i> per <i>calendar year</i>	90% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	80% of <i>eligible charges</i> . <i>Deductible</i> does not apply.
Durable Medical Equipment (DME), Services, and Prosthetics	90% of <i>eligible charges</i> after the <i>deductible</i> .	80% of <i>eligible charges</i> after the <i>deductible</i> .
Emergency Room Services	90% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	Same as the <i>Participating Provider Plan Payment</i> .
Home Health Services	90% of <i>eligible charges</i> after the <i>deductible</i> .	80% of <i>eligible charges</i> after the <i>deductible</i> .
Hospice Care	90% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	80% of <i>eligible charges</i> . <i>Deductible</i> does not apply.
Hospital Services		
Outpatient Hospital Services, Ambulatory Care or Surgical Facility Services	90% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	80% of <i>eligible charges</i> . <i>Deductible</i> does not apply.
Inpatient Hospital Services	90% of <i>eligible charges</i> after you pay the first day room and board rate per confinement. Newborn charges are not subject to the first day room and board payment. <i>Deductible</i> does not apply.	80% of <i>eligible charges</i> after you pay the first day room and board rate per confinement. Newborn charges are not subject to the first day room and board payment. <i>Deductible</i> does not apply.
Infertility Services - limited to a lifetime benefit maximum of \$15,000 per <i>covered person</i>	Inpatient <i>Hospital Services</i> : 90% of <i>eligible charges</i> after you pay the first day room and board rate per confinement. <i>Deductible</i> does not apply. Outpatient <i>Hospital Services</i> : 90% of <i>eligible charges</i> . <i>Deductible</i> does not apply. Office and <i>Urgent Care Center Visits</i> : 90% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	Inpatient <i>Hospital Services</i> : 80% of <i>eligible charges</i> after you pay the first day room and board rate per confinement. <i>Deductible</i> does not apply. Outpatient <i>Hospital Services</i> : 80% of <i>eligible charges</i> . <i>Deductible</i> does not apply. Office and <i>Urgent Care Center Visits</i> : 80% of <i>eligible charges</i> . <i>Deductible</i> does not apply.
Mental Health and Substance Related Services	Inpatient <i>Hospital Services</i> : 90% of <i>eligible charges</i> after you pay the first day room and board rate per confinement. <i>Deductible</i> does not apply. Outpatient <i>Hospital Services</i> : 90% of <i>eligible charges</i> . <i>Deductible</i> does not apply. Office and <i>Urgent Care Center Visits</i> : 90% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	Inpatient <i>Hospital Services</i> : 80% of <i>eligible charges</i> after you pay the first day room and board rate per confinement. <i>Deductible</i> does not apply. Outpatient <i>Hospital Services</i> : 80% of <i>eligible charges</i> . <i>Deductible</i> does not apply. Office and <i>Urgent Care Center Visits</i> : 80% of <i>eligible charges</i> . <i>Deductible</i> does not apply.
Office and Urgent Care Center Visits	90% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	80% of <i>eligible charges</i> . <i>Deductible</i> does not apply.
Physical Therapy	90% of <i>eligible charges</i> after the <i>deductible</i> .	80% of <i>eligible charges</i> after the <i>deductible</i> .
Occupational Therapy and Speech Therapy	90% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	80% of <i>eligible charges</i> . <i>Deductible</i> does not apply.

<p>Preventive Health Care Services</p> <ul style="list-style-type: none"> • Routine Physical Exams • Routine Gynecological Exams • Routine Mammograms • Well-Child Care • Immunizations • X Ray and Lab services provided during the Exam • Colonoscopies (routine or with a diagnosis) 	<p>100% of <i>eligible charges</i>. <i>Deductible</i> does not apply.</p>	<p>80% of <i>eligible charges</i>. <i>Deductible</i> does not apply.</p>
<p>Preventive Contraceptive Methods and Counseling for Women</p> <ul style="list-style-type: none"> • The full range of Food and Drug Administration approved contraceptive methods for women with reproductive capacity, including women's contraceptive drugs, devices, and delivery methods obtained from a pharmacy or received at a <i>physician's</i> office: <ul style="list-style-type: none"> ➤ Generic oral, injectable, implantable, and insertable contraceptives that require a prescription under applicable law; and ➤ Brand name oral, injectable, implantable, and insertable contraceptives that require a prescription under applicable law, and for which no generic alternative exists. • Sterilization procedures, excluding the reversal of sterilization procedures. • <i>Covered person</i> education and counseling about contraceptive methods. 	<p>100% of <i>eligible charges</i>. <i>Deductible</i> does not apply.</p>	<p>80% of <i>eligible charges</i>. <i>Deductible</i> does not apply.</p>
<p>Skilled Nursing Facility Services</p>	<p>90% of <i>eligible charges</i>. <i>Deductible</i> does not apply.</p>	<p>80% of <i>eligible charges</i>. <i>Deductible</i> does not apply.</p>

Prescription Drug Services Benefit Schedule

Prescription Drug Deductible	\$100 for single coverage per <i>calendar year</i> ; \$100 for family coverage per <i>calendar year</i> Effective 1/1/14 - \$150 for single coverage per <i>calendar year</i> ; Effective 1/1/14 - \$300 for family coverage per <i>calendar year</i>	
Prescription Drug Out-of-Pocket Limit	\$500 for single coverage per <i>calendar year</i> ; \$500 for family coverage per <i>calendar year</i>	
<p>The <i>Plan</i> coordinates your <i>prescription drug benefits</i> with another health plan's <i>prescription drug benefits</i>. Effective 1/1/14 this provision does not apply.</p> <p><i>Prescription drug</i> payments will apply to the <i>prescription drug deductible</i>. Once your <i>eligible charges</i> equal the <i>prescription drug deductible</i> shown above, the <i>Plan</i> will pay <i>benefits</i> for the rest of the <i>calendar year</i>.</p> <p>If you are enrolled in family coverage, the family <i>prescription drug deductible</i> and <i>out-of-pocket limit</i> shown above may be satisfied either by one family member or by two or more family members for that <i>calendar year</i>. If the amount you pay for <i>eligible charges</i> in any one calendar year reaches the <i>prescription drug out-of-pocket limit</i> shown above, additional <i>eligible charges</i> will be covered at 100%.</p> <p>Expenses you pay toward the <i>prescription drug deductible</i> will apply to the <i>prescription drug out-of-pocket limit</i>.</p>		
Covered Services	Plan Payment for Retail, Retail/Maintenance and Mail Order Prescription Drugs	
Generics drugs (formulary and non-formulary)	Brand-name formulary drugs	Brand-name non-formulary drugs
<i>Plan</i> pays 90% of <i>eligible charges</i> ; you pay 10% of <i>eligible charges</i> after the <i>deductible</i>	<i>Plan</i> pays 75% of <i>eligible charges</i> ; you pay 25% of <i>eligible charges</i> after the <i>deductible</i>	<i>Plan</i> pays 60% of <i>eligible charges</i> ; you pay 40% of <i>eligible charges</i> after the <i>deductible</i>

This *Benefits at a Glance* does not contain all of the provisions or limitations that apply to *your* medical and *Prescription Drug* coverages. For additional coverage details, including limitations and restrictions, see *your Benefits Book*. *Federal Health Care Reform* may mandate changes to the plan design not outlined within *Appendix A – Health Insurance Plan Designs*.

Medical Services Benefit Schedule – Choice Plan	
Lifetime Benefit Maximum	Unlimited
Deductible	\$500 per individual per <i>calendar year</i> ; \$1,000 per family per <i>calendar year</i> .
<p>You pay one individual <i>deductible</i> each <i>calendar year</i>. When members of <i>your</i> family have paid <i>eligible charges</i> equal to the family <i>deductible</i> shown above, all family members are deemed to have satisfied their individual <i>deductibles</i> for the <i>calendar year</i>. Once <i>your eligible charges</i> equal the <i>deductible</i> shown above, the <i>Plan</i> will pay <i>benefits</i> for the rest of the <i>calendar year</i>. Expenses you pay for pre-certification penalties, <i>prescription drug</i> payments, and any amount in excess of the <i>usual and customary amount</i> will not apply to the <i>deductible</i>.</p>	
Out-of-Pocket Limit	\$2,000 per individual per <i>calendar year</i> ; \$4,000 per family per <i>calendar year</i> .
<p>For satisfaction of the family <i>out-of-pocket limit</i>, no more than one individual <i>out-of-pocket limit</i> amount will apply for any one individual. After the <i>out-of-pocket limit</i> is satisfied for one individual, other family members' <i>eligible charges</i> will combine to satisfy the remainder of the family <i>out-of-pocket limit</i>.</p> <p>If the amount you pay for <i>coinsurance</i> and <i>deductibles</i> in any one <i>calendar year</i> reaches the <i>out-of-pocket limit</i> shown above, the <i>Plan</i> covers additional <i>eligible charges</i> at 100% except for the following that will not apply towards satisfaction of the <i>out-of-pocket limit</i>.</p> <ul style="list-style-type: none"> • Pre-certification penalties • Penalty charges for failure to comply with utilization management requirements • Infertility charges • <i>Prescription drugs</i> • Any amount in excess of the <i>non-participating provider usual and customary amount</i> 	
Specialty Drug Out-of-Pocket Maximum	\$1,500 per individual per <i>calendar year</i> for <i>specialty drugs</i> from a specialty pharmacy program.

Covered Services	Participating Provider Plan Payment	Non-Participating Provider Plan Payment
Ambulance Services	90% of <i>eligible charges</i> after the <i>deductible</i> .	Same as the <i>Participating Provider Plan Payment</i> .
Chiropractic Services - limited to 24 visits per <i>covered person</i> per <i>calendar year</i>	90% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	80% of <i>eligible charges</i> . <i>Deductible</i> does not apply.
Durable Medical Equipment (DME), Services, and Prosthetics	90% of <i>eligible charges</i> after the <i>deductible</i> .	80% of <i>eligible charges</i> after the <i>deductible</i> .
Emergency Room Services	90% of <i>eligible charges</i> after the <i>deductible</i> .	Same as the <i>Participating Provider Plan Payment</i> .
Home Health Services	90% of <i>eligible charges</i> after the <i>deductible</i> .	80% of <i>eligible charges</i> after the <i>deductible</i> .
Hospice Care	90% of <i>eligible charges</i> after the <i>deductible</i> .	80% of <i>eligible charges</i> after the <i>deductible</i> .
Hospital Services		
Outpatient Hospital Services, Ambulatory Care or Surgical Facility Services	90% of <i>eligible charges</i> after the <i>deductible</i> .	80% of <i>eligible charges</i> after the <i>deductible</i> .
Inpatient Hospital Services	90% of <i>eligible charges</i> after the <i>deductible</i> .	80% of <i>eligible charges</i> after the <i>deductible</i> .
Infertility Services - limited to a lifetime <i>benefit</i> maximum of \$15,000 per <i>covered person</i>	Inpatient and Outpatient <i>Hospital Services</i> : 90% of <i>eligible charges</i> after the <i>deductible</i> . Office and <i>Urgent Care Center Visits</i> : 90% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	Inpatient and Outpatient <i>Hospital Services</i> : 80% of <i>eligible charges</i> after the <i>deductible</i> . Office and <i>Urgent Care Center Visits</i> : 80% of <i>eligible charges</i> . <i>Deductible</i> does not apply.
Mental Health and Substance Related Services	Inpatient <i>Hospital Services</i> : 90% of <i>eligible charges</i> after the <i>deductible</i> . Outpatient <i>Hospital Services</i> : 90% of <i>eligible charges</i> . <i>Deductible</i> does not apply. Office and <i>Urgent Care Center Visits</i> : 90% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	Inpatient <i>Hospital Services</i> : 80% of <i>eligible charges</i> after the <i>deductible</i> . Outpatient <i>Hospital Services</i> : 80% of <i>eligible charges</i> . <i>Deductible</i> does not apply. Office and <i>Urgent Care Center Visits</i> : 80% of <i>eligible charges</i> . <i>Deductible</i> does not apply.
Office and Urgent Care Center Visits	90% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	80% of <i>eligible charges</i> . <i>Deductible</i> does not apply.
Physical Therapy, Occupational Therapy and Speech Therapy	Outpatient <i>Hospital Services</i> : 90% of <i>eligible charges</i> after the <i>deductible</i> . Office and <i>Urgent Care Center Visits</i> : 90% of <i>eligible charges</i> . <i>Deductible</i> does not apply.	Outpatient <i>Hospital Services</i> : 80% of <i>eligible charges</i> after the <i>deductible</i> . Office and <i>Urgent Care Center Visits</i> : 80% of <i>eligible charges</i> . <i>Deductible</i> does not apply.

<p>Preventive Health Care Services</p> <ul style="list-style-type: none"> • Routine Physical Exams • Routine Gynecological Exams • Routine Mammograms • Well-Child Care • Immunizations • X Ray and Lab services provided during the Exam • Colonoscopies (routine or with a diagnosis) 	<p>100% of <i>eligible charges</i>. <i>Deductible</i> does not apply.</p>	<p>80% of <i>eligible charges</i> after the <i>deductible</i>.</p>
<p>Preventive Contraceptive Methods and Counseling for Women</p> <ul style="list-style-type: none"> • The full range of Food and Drug Administration approved contraceptive methods for women with reproductive capacity, including women's contraceptive drugs, devices, and delivery methods obtained from a pharmacy or received at a <i>physician's</i> office: <ul style="list-style-type: none"> ➤ Generic oral, injectable, implantable, and insertable contraceptives that require a prescription under applicable law; and ➤ Brand name oral, injectable, implantable, and insertable contraceptives that require a prescription under applicable law, and for which no generic alternative exists. • Sterilization procedures, excluding the reversal of sterilization procedures. • <i>Covered person</i> education and counseling about contraceptive methods. 	<p>100% of <i>eligible charges</i>. <i>Deductible</i> does not apply.</p>	<p>80% of <i>eligible charges</i> after the <i>deductible</i>.</p>
<p>Skilled Nursing Facility Services</p>	<p>90% of <i>eligible charges</i> after the <i>deductible</i>.</p>	<p>80% of <i>eligible charges</i> after the <i>deductible</i>.</p>

Prescription Drug Services Benefit Schedule		
Covered Services	Plan Payment for Retail, Retail/Maintenance and Mail Order Prescription Drugs	
Generics drugs (<i>formulary</i> and <i>non-formulary</i>)	Brand-name <i>formulary</i> drugs	Brand-name <i>non-formulary</i> drugs
<p><i>Plan</i> pays 90% of <i>eligible charges</i>; you pay 10% of <i>eligible charges</i></p>	<p><i>Plan</i> pays 75% of <i>eligible charges</i>; you pay 25% of <i>eligible charges</i></p>	<p><i>Plan</i> pays 60% of <i>eligible charges</i>; you pay 40% of <i>eligible charges</i></p>

