

# AGREEMENT

Between the City of Johnston  
And  
American Federation of State, County & Municipal Employees  
Iowa Council 61, Local #3861  
July 1, 2008 through June 30, 2011

## **Agreement**

This agreement entered into this 5<sup>th</sup> day of May, 2008, by and between the City of Johnston, Iowa, hereinafter referred to as the “Employer” and American Federation Of State, County and Municipal Employees/Iowa Council 61, Local # 3861 hereinafter called the “Union”, represents the complete and final agreement on all bargainable issues between the Employer and Union. Throughout this Agreement, wherever the word “Act” appears, this refers to the Iowa Public Employment Relations Act. Any reference to the City Administrator throughout this agreement shall refer to the City Administrator or his/her designee.

### Article 1 Recognition

The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees of the City of Johnston including: Building Inspector, Administrative Assistant, Utilities Clerk, and Secretary/Receptionist as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 4853, dated March 9, 1993, which excludes Supervisors, Department Directors, all others excluded by the Act, and student interns.

The Employer hereby recognized the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees of the City of Johnston Public Works Employees Department: Public Works Laborers and Mechanics as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 4818, dated March 9, 1993, which excludes Supervisors, Department Directors, all others excluded by the Act, and youth workers (program) hired for less than six months between the months of April and September each year.

### Article 2 Separability and Savings

If any provision of this agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or not in accordance with applicable statutes or ordinances, that provision will be considered null and void and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### Article 3 No Strike-No Lockout

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officer or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, sit-ins, work stoppage, or any activity as it is covered in Chapter 20, Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement.

Article 4  
Non-Discrimination In Employment

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in the Union. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation in Union affairs and /or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The parties agree that exceptions to the agreement may be necessary in order to comply with the Americans with Disabilities Act.

Article 5  
Grievance Procedure and Arbitration

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and an employee regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedure:

**Step 1.** Within five (5) workdays after the occurrence, the employee shall present the written grievance to his/her Department Director. The grievance shall state the nature of the grievance, shall note the specific clause or clauses violated, and shall list all facts and witnesses as they know them to be and the remedy requested. The Department Director and/or his/her designee will arrange for a meeting with the employee and the Union at a mutually agreeable time to discuss the grievance. The Department Director will answer the grievance in writing within five (5) workdays.

**Step 2.** If the grievance is not resolved in Step 1, within five (5) work days after the decision in Step 1, the employee and/or the Union shall then present the written grievance to the City Administrator or his designated representative. The City Administrator and/or his/her designee will arrange for a meeting with the employee and the Union at a mutually agreeable time to discuss the grievance. The City Administrator or his designated representative will answer the grievance within five (5) workdays.

**Step3.** If no agreement is reached, the grievance may be appealed to arbitration within five (5) workdays after the decision in Step 2, or if no decision has been made, said grievance may be submitted to arbitration by submitting a written notice to the City Administrator. Such notice shall specify the Section(s) of the Agreement alleged to have been violated and the remedy requested. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Public Employment Relations Board (PERB) to submit to the parties a list of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Such selection by agreement, if possible. The parties will toss a coin to determine who strikes the first name. Either party may request a different list one- (1) time.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not timely answer a grievance at Step 1 or 2, it shall automatically be referred to the next step.

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon written mutual agreement of the Union and Employer.

#### Article 6 Seniority

Seniority means an employee's length of full-time continuous service with the Employer since his/her last date of hire. The Employer shall post a seniority list on the bulletin board.

All new employees shall serve a probationary period not to exceed six (6) months. The probationary period may be extended at the discretion of the Employer with mutual agreement of the Union for an additional six (6) months. A probationary employee may be terminated during the probationary period without recourse to the grievance procedure.

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) An employee is off work for any reason for six months or the length of the employee's seniority; whichever is shorter, unless granted an extended unpaid leave as provided in Article 10.
- (d) Employee retires.
- (e) An employee on layoff for longer than the established recall period.

It is the employee's responsibility to keep the Employer informed of their current address and phone number.

Article 7  
Promotional Procedures

When an opening occurs in a position within the bargaining unit, other than temporary opening, the Employer shall post the position for a period of ten (10) workdays. When filling a promotional vacancy, all current employees who apply will be given consideration. The employer will consider the employee's qualifications, ability, experience, aptitude, work record, leadership ability, attitude, and ability to work with others. When two or more internal applicants have relatively equal qualifications, the internal applicant with the greatest seniority will be given priority. Employees will be on promotional probation for six (6) months. At all times, the Employer reserves the right to hire from outside to fill a vacancy.

A regular full-time employee who vacated his/her position to accept probationary appointment to a class in a higher level within the bargaining unit who is rejected during the probationary period shall be reinstated to his/her former position and rate of pay.

Article 8  
Layoff and Recall

Whenever it becomes necessary for Employees to be laid off because of lack of work, lack of funds or reorganization, the Employees shall be laid off in reverse order of their seniority as defined in this agreement. Provided further, however, that any reduction in the number of Employees within any given classification shall be reverse order of seniority within that classification for Employees moved from higher to lower classification. The order of layoff, by classification, shall be as follows:

1. Temporary Employees
2. Part-time Employees
3. Full-time Employees

Such persons shall be eligible for re-employment in reverse order of layoff for a period of two (2) years, provided that they are still qualified and are able to perform the job.

The Employer shall make every attempt to notify the affected Employee and the Union at least ten (10) working days prior to the effective date of the lay-off or the affected employee shall receive ten (10) days of pay in lieu of the notice.

Article 9  
Hours of Work and Overtime

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week.

Work Hours - The regular work hours for any shift shall be consecutive except that they may be interrupted by an unpaid meal period not to exceed one (1) hour, and may not exceed forty (40) work hours in any one week.

Work Schedule - Current work schedules shall remain in effect, unless changed according to the provisions below. Work schedules will show the employees, shifts, workdays, and work hours. Except for emergencies, employees will be notified at least forty (40) hours in advance of changes. Where changes are to be made by the Employer (for other than emergency reasons) the Union shall have the right to grieve the reasonableness of a change through the grievance procedure.

Rest Periods - All employees shall be provided a fifteen (15) minute rest period for four (4) hours of work.

Overtime - The normal workweek for employees covered by this agreement shall consist of forty (40) hours. Overtime for employees covered by this Agreement shall be compensated either in cash or with time off at the rate of time and one-half (1 ½) for all hours worked in excess of forty (40) hours in one (1) week. Holidays, paid time off (PTO), funeral leave, emergency leave, and jury duty/legal leave shall count for the purpose of computing overtime time if approved by the Employee's supervisor.

Call back - An employee called back to work after completing his/her regular scheduled shift will receive a minimum of two (2) hours pay.

Standby Pay - Employees required by the Employer to carry a pager or cell phone issued by the Employer during their supervisor's absence in order to make themselves available in the event of an emergency during their normal time off shall receive the following pay for each 24-hour period the Employer issued cell phone or pager is carried by the Employee:

Weekdays – 1 hour of regular pay  
Weekends – 1.5 hours of regular  
Holidays – 2.5 hours of regular pay

## Article 10 Leave of Absence

### Funeral/Emergency Leave

Regular full-time employees may be granted an emergency leave of absence, with pay, in case of death or serious illness or injury of a member of such employee's immediate family. Immediate family is defined as parent, spouse, children, sibling, grandparent, grandchild, stepchild residing in the employee's home, legally recognized/authorized foster child residing in the employee's home, spouse's parents and spouse's siblings. Such emergency leave may be granted for a maximum of three (3) consecutive working days. Exceptions may be granted by the City Administrator up to a total of five (5) working days.

An emergency is defined as a serious illness or injury of an individual included in the definition that requires the immediate attention of the employee to assist in making medical decisions. An emergency does not include scheduled or elective medical procedures.

### Military leave

Employees entering into military service will, upon application, be granted a leave of absence for their period of military service, and shall be reinstated without loss of seniority provided they return to City employment within ninety (90) calendar days after their release from military service. A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa.

The Employer recognizes an employee's re-employment rights as set forth in the applicable state and federal law.

### Jury Duty/Legal Leave

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except for meals and mileage, to the Employer. When released from duty during working hours, the employee will immediately call his/her department Director to see if he/she should report to work.

### Unpaid Leave

Regular full-time employees may request an unpaid leave of absence after successfully completing his/her probationary period. The request shall be submitted to the employee's Department Director in writing and indicate the reason and length of the unpaid absence. The City Administrator, upon recommendation from the Department Director, may grant an unpaid leave of absence for up to six (6) months for illness or other legitimate reasons as determined by the City Administrator. This leave may be extended an additional six (6) months at the discretion of the City Administrator. There is no guarantee that an unpaid leave of absence will be granted.

During an unpaid leave, an employee

- Does not accrue seniority
- Does not accrue PTO
- Does not collect PTO or holiday benefits
- Must reimburse the City for all health and dental insurance premiums paid while on leave if coverage is desired to be continuous

Article 11  
Holidays

Regular full-time and part-time employees, except seasonal and temporary, employees, are eligible for the following paid holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving
- The day before Christmas or the day after Christmas as determined by the City Administrator
- Christmas Day

Regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time and one-half (1/2) the employee's straight time rate for all hours worked plus the holiday at the employee's normal straight time rate.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

In the event a holiday(s) occurs during an employee's scheduled paid time off, such holiday shall not be charged as PTO.

When a holiday falls on Saturday, the Friday immediately preceding shall be a general holiday for employees. When a holiday falls on Sunday, the following Monday shall be a general holiday for employees.

Article 12  
Paid Time Off (PTO)

Paid-Time-Off (PTO) is an all-inclusive paid time off program that will provide income protection for "no fault" time away from work including illness related absences. Another portion of the PTO program is the Medical Leave Bank, which may only be used for employee's extended illness, injury, disability, or hospitalization or for a qualifying event under the Family and Medical Leave Act (FMLA).

This policy applies to all regular full-time employees of the bargaining unit. Whenever provisions of this policy are in conflict with federal or state laws or regulations, the provisions of the laws or regulations shall prevail.

PTO is intended to be used for a variety of traditional types of time away from work including vacation, illness, personal business, medical appointments, family time, personal holidays, and personal voluntary community service and may be taken in one-quarter hour ( ¼ ) increments.

PTO shall be accrued on a bi-weekly basis during the fiscal year, July 1 through June 30. PTO increases with years of service in accordance with the following schedule and is allocated accordingly on a bi-weekly basis. The maximum PTO accrual is 380 hours for full-time employees

*PTO Accrual Schedules*

0 - 5 Years of Employment:	6.54 hours bi-weekly
5 - 10 Years of Employment:	8.08 hours bi-weekly
10 - 15 Years of Employment:	9.62 hours bi-weekly
15 + Years of Employment:	11.15 hours bi-weekly

During an eligible employee's initial probationary period, the employee shall accrue PTO but shall not be eligible to use it or receive reimbursement for accrued PTO upon termination of employment. PTO accrual shall begin in the first full pay period following the employee's date of employment.

An employee in unpaid leave status shall not accrue PTO.

Employees working overtime who elect to receive payment in compensatory time shall have the compensatory time applied to their PTO bank.

Changes in the bi-weekly PTO accrual rate shall become effective at the beginning of the pay period in which the anniversary date of the qualified employee occurs.

PTO requests should normally be received at least seven (7) calendar days in advance and must be approved by the Department Director or his/her designee. The Employer may require rescheduling of PTO in emergency situations. If the Employer feels that the nature of work makes it necessary to limit the number of employees granted PTO at any one time, the employee with the greater seniority shall be given his/her choice of PTO provided the request is made more than 45 days before the time off requested. PTO requests made 45 days and less from the time and date requested will be dealt with on a first come first served basis. Once PTO to be taken is approved by the Department Director or his/her designee, it can only be changed by agreement with the Department Director or his/her designee.

When absences due to illness are necessary, the employee shall notify the Department Director or immediate supervisor prior to the beginning of his/her scheduled reporting time within the time period designated by the Department Director or immediate supervisor. Failure to do so without a bona fide reason may result in the employee being considered absent without leave and subject to disciplinary action. The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence.

Upon resignation or termination, an employee shall be paid for all unused PTO up to the maximum accrual amount of 380 hours.

*Vacation, Administrative, Personal, Compensatory and Holiday Leave Conversion*

Employees employed by the City prior to the beginning of the 2008-2009 fiscal year shall have the balance of his/her accrued vacation, administrative, personal, compensatory and holiday leave converted to PTO up to the maximum accrual amount.

*Medical Leave Bank*

Employees employed by the City prior to the beginning of the 2008-2009 fiscal year shall have his/her sick leave bank frozen and converted to a Medical Leave Bank. An employee granted time off work must use any available PTO leave during the absence unless the reason for the employee's absence is due to the employee's illness, injury, disability or hospitalization which exceeds three (3) consecutive workdays. Medical leave shall be used for employee absences related to the employee's illness, injury, disability or hospitalization that exceed three (3) consecutive workdays. Medical leave may also be used during the state mandated waiting period for a work related injury covered by the City's worker's compensation insurance carrier. If the medical leave bank is exhausted, the employee must then use any remaining accrued PTO leave. Use of PTO and medical leave will run concurrently with an approved FMLA.

The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of medical leave may result in loss of pay for the duration of the absence and may be considered grounds for disciplinary action.

Upon resignation or termination, an employee shall not receive payment for any unused medical leave.

*Annual PTO Conversion*

Employees employed by the City on December 31<sup>st</sup> of each year and who have successfully completed the established probationary period may be allowed to convert up to one work week of PTO hours to their Medical Leave Bank. An employee shall submit a written request for the PTO conversion to the Assistant City Administrator/City Clerk prior to January 31<sup>st</sup> of the following year.

*Use of Medical Leave Bank and Family and Medical Leave Act (FMLA)*

Employees may use accrued medical leave for an approved FMLA qualifying event pursuant to the following conditions:

- *Employee is unable to work because of a serious health condition* – an employee must use accrued medical leave if employee is absent from work for more than three (3) consecutive work days. Once accrued medical leave is exhausted the employee's PTO will be used until the balance is exhausted. An employee may maintain a PTO balance of 40 hours (equal to one work week).

- *For the birth and care of a newborn child of the employee* – an employee must use all accrued PTO. Accrued medical leave shall be used once an employee’s PTO balance is exhausted with the exception that an employee may retain a PTO balance of 40 hours (equal to one work week) prior to utilizing accrued medical leave.
- *For placement with the employee of a child for adoption or foster care* - an employee must use all accrued PTO. Accrued medical leave shall be used once an employee’s PTO balance is exhausted. An employee may maintain a PTO balance of 40 hours (equal to one work week) prior to utilizing accrued medical leave.
- *To care for an immediate family member (spouse, child, or parent) with a serious health condition* - an employee must use all accrued PTO. Accrued medical leave shall be used once an employee’s PTO balance is exhausted. An employee may maintain a PTO balance of 40 hours (equal to one work week) prior to utilizing accrued medical leave.

Article 13  
Dues Checkoff and Indemnification

Upon receipt of a voluntary written individual order therefore from any of its Employees covered by this Agreement, on form provided by the Union, the Employer will deduct from the pay due such Employee those dues required as the Employee’s membership dues in the Union. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the Employer. Deductions shall be made only when the Employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, dental insurance, flexible spending account, Pre-Paid Legal services, supplemental insurance, court judgments and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

Such orders shall be terminable, with written notice to the Employer and the 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 Employee’s 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 Employee’s notice to terminate dues deduction.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this section. No other Employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.

The Employer shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions.

The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Article 14  
Bulletin Board

The Union shall be allowed to utilize space on existing bulletin boards customarily used for the posting of information to the employees in the unit. No political campaign literature or material detrimental to the Employer or the Union will be allowed on the bulletin board.

Article 15  
Insurance

The Employer shall provide health insurance benefits for all full-time City of Johnston employees. The Employer shall pay the premium costs for single coverage for each covered Employee. The Employee shall pay 10% of the premium expense of a family/dependent health insurance plan. The Employee contribution shall be capped as follows: \$50 per month for fiscal year 2008-09; \$60 per month for fiscal year 2009-2010; and \$70 per month for fiscal year 2010-2011.

The Employer shall provide dental insurance benefits for all full-time City of Johnston employees. The Employer shall pay the premium costs for single coverage for each covered employee. The Employee shall pay 100% of the premium cost difference between a single dental insurance plan and a family/dependent dental insurance plan.

Health and dental insurance coverage will become effective the first of the month following the Employee's date of hire.

The Employer shall provide short-term and long-term disability insurance benefits for all full-time City of Johnston employees. The Employer shall pay the premium costs for disability benefits for each covered employee.

An employee who is unable to work and has run out of Paid Time Off (PTO) will be allowed to be continued on the City's insurance at the employee's expense as required under COBRA.

The benefits under the health insurance program shall continue as provided for in the 2005 – 2008 Agreement. The insurance program referred to in this agreement shall be subject to all terms and conditions of the contract with the insurance programs selected by the Employer.

Article 16  
Wages

The Employer retains the right to hire experienced employees at a level commensurate with their experience. For the purposes of this 2008-2011 Agreement, wages for fiscal years 2008-2011 shall be increases 4% in the pay period that includes July 1<sup>st</sup>.

Article 17  
Work Rules

The Employer may, from time to time, put into effect, and enforce work rules through employee discipline. Said work rules will be sent to the Union ten (10) days prior to their effective date. Any objections to specific work rules must be sent to the Employer within ten (10) workdays.

Article 18  
In-Service Training

All required in-service training shall be at the expense of the Employer and shall take place during regular working hours whenever possible.

The Employer agrees to provide employees with training opportunities that may come available. Employees, who desire certain types of training, should inform their Department Director.

Wages: Employees will be in pay status during training and travel time.

Travel, meals, and lodging will be paid according to City policy.

Article 19  
Health and Safety

Section 1: Uniforms and Protective clothing

All uniforms, protective clothing, safety equipment and protective devices to be worn or used by the employees as required by the Employer and which are currently provided by the Employer will continue to be provided by the Employer at no cost to the Employee. The cost of maintaining the same shall be borne by the Employer.

The Employer agrees to provide four safety fluorescent shirts to each employee required to work on or near the roadway. The Employee is responsible for laundering of shirts.

The Employer agrees to reimburse any employee up to a maximum of \$300 per calendar year for the cost of safety glasses. The Employee will present to the City a receipt for and verification of the need for corrective safety glasses.

## Section 2: Clothing Allowance

The Employer will provide \$300 per fiscal year for work related clothing. The Employer shall pay the annual clothing allowance on the first regular payroll after July 1<sup>st</sup> of each year to those eligible employees who have completed their initial probationary period. Eligible employees are those whom have received the allowance in past years and are limited to employees in the following classifications: Maintenance Worker I, Mechanic, Building Inspector, Building Inspector II, Construction Inspector, and Maintenance Worker II. Payment shall be made in the form of a separate payroll check.

## Section 3: Physicals

All physicals required by the Employer shall be provided at no cost to the Employee.

## Section 4: Inoculations

Public Works employees will receive inoculations for poison ivy and Hepatitis B as needed, at no cost to the Employee.

## Section 5: Commercial Drivers Licensing

The Employer shall pay the difference between the cost of a standard driver's license and a Commercial Drivers License (CDL) for those Employees required to possess a CDL.

### Article 20 Discipline

The Employer shall not discipline an employee without just cause.

### Article 21 Longevity

Longevity will be added to the hourly straight time rate on the first pay period following:

<u>After completion of</u>	<u>Per Hour Pay</u>
5 years of service	\$.10
10 years of service	\$.15
15 years of service	\$.20
20 years of service	\$.25
25 years of service	\$.30
30 years of service	\$.35

Article 22  
Finality and Effect

THIS AGREEMENT constitutes the entire agreement between the parties, and concludes collective bargaining for its terms.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject, not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Article 23  
Duration

THIS AGREEMENT shall be effective from July 1, 2008 and shall continue in full force and effect until its expiration on June 30, 2011.

Signed this 5<sup>th</sup> day of May, 2008.

CITY OF JOHNSTON, IOWA

AMERICAN FEDERATION OF STATE  
& MUNICIPAL EMPLOYEES/IOWA  
COUNCIL 61

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Chapter Chair

Attest:

\_\_\_\_\_  
Stephanie L. Reynolds

## Official Notification

For the purposes of Union official notification consistent with this agreement the Union agrees to provide the following information to the City Administrator: the names, titles, mailing addresses and phone numbers of the AFSCME Staff Representative and the City of Johnston Staff Representative.

## Wage Adjustment Procedure

### A. Appointment

Employees shall normally be appointed at the first step, or starting rate, of their prospective wage grade. However, the City Administrator may appoint a new employee above the starting rate based upon that individual's particular experience and qualifications.

### B. Step Increases

Following appointment (or promotion), each employee shall be eligible for an additional step increase for satisfactory completion of their probationary period. Thereafter, each employee shall be eligible for an additional step increase each year upon the anniversary date of their appointment to their current classification for satisfactory performance. This process will continue each year until the employee reaches the top step of the assigned pay grade. The determination of whether or not an employee performs satisfactorily will be at the sole discretion of the City.

### C. Transfer

When an employee is transferred to a position in another classification, and that class is assigned to the same pay grade as the employee's former class, the employee shall be entitled to remain at the corresponding step in the grade of the new class, and his/her anniversary date for a step increase will remain the same.

### D. Promotion

Upon promotion to a classification having a higher pay grade, the employee shall receive an adjustment in pay equal to a one (1) step increase or to the first step of the newly assigned pay grade whichever is greater and his/her anniversary date for a step increase will be the date of the promotion.

Appendix A - Wages

**FY 08-09**

<b>Grade 1</b>	<b>Start</b>	<b>Probation</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Secretary/Receptionist	\$13.55	\$14.16	\$14.76	\$15.35	\$15.97	\$16.57
<b>Grade 2</b>						
Administrative Assistant	\$14.81	\$15.44	\$16.06	\$16.67	\$17.26	\$17.92
Permit Technician	\$14.81	\$15.44	\$16.06	\$16.67	\$17.26	\$17.92
Planning Assistant	\$14.81	\$15.44	\$16.06	\$16.67	\$17.26	\$17.92
Utility Clerk	\$14.81	\$15.44	\$16.06	\$16.67	\$17.26	\$17.92
<b>Grade 3</b>						
Maintenance Worker I – Street Department	\$16.83	\$17.46	\$18.04	\$18.66	\$19.30	\$19.90
Maintenance Worker I – Water & Sewer Department	\$16.83	\$17.46	\$18.04	\$18.66	\$19.30	\$19.90
Maintenance Worker I – Building/Grounds/Parks Department	\$16.83	\$17.46	\$18.04	\$18.66	\$19.30	\$19.90
<b>Grade 4</b>						
Mechanic	\$17.56	\$18.17	\$18.76	\$19.35	\$19.99	\$20.59
Building Inspector	\$17.56	\$18.17	\$18.76	\$19.35	\$19.99	\$20.59
<b>Grade 5</b>						
Building Inspector II	\$21.26	\$21.81	\$22.36	\$22.92	\$23.47	\$24.02
Construction Inspector	\$21.26	\$21.81	\$22.36	\$22.92	\$23.47	\$24.02
Maintenance Worker II/Crew Leader – Street Department	\$21.26	\$21.81	\$22.36	\$22.92	\$23.47	\$24.02
Maintenance Worker II/Crew Leader – Water & Sewer Department	\$21.26	\$21.81	\$22.36	\$22.92	\$23.47	\$24.02
Maintenance Worker II/Crew Leader – Buildings/Grounds/Parks Department	\$21.26	\$21.81	\$22.36	\$22.92	\$23.47	\$24.02

**FY 09-10**

<b>Grade 1</b>	<b>Start</b>	<b>Probation</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Secretary/Receptionist	\$14.09	\$14.73	\$15.35	\$15.96	\$16.61	\$17.23
<b>Grade 2</b>						
Administrative Assistant	\$15.40	\$16.06	\$16.70	\$17.34	\$17.95	\$18.64
Permit Technician	\$15.40	\$16.06	\$16.70	\$17.34	\$17.95	\$18.64
Planning Assistant	\$15.40	\$16.06	\$16.70	\$17.34	\$17.95	\$18.64
Utility Clerk	\$15.40	\$16.06	\$16.70	\$17.34	\$17.95	\$18.64
<b>Grade 3</b>						
Maintenance Worker I – Street Department	\$17.50	\$18.16	\$18.77	\$19.40	\$20.07	\$20.69
Maintenance Worker I – Water & Sewer Department	\$17.50	\$18.16	\$18.77	\$19.40	\$20.07	\$20.69
Maintenance Worker I – Building/Grounds/Parks Department	\$17.50	\$18.16	\$18.77	\$19.40	\$20.07	\$20.69
<b>Grade 4</b>						
Mechanic	\$18.26	\$18.90	\$19.51	\$20.13	\$20.79	\$21.42
Building Inspector	\$18.26	\$18.90	\$19.51	\$20.13	\$20.79	\$21.42
<b>Grade 5</b>						
Building Inspector II	\$22.11	\$22.68	\$23.25	\$23.84	\$24.41	\$24.98
Construction Inspector	\$22.11	\$22.68	\$23.25	\$23.84	\$24.41	\$24.98
Maintenance Worker II/Crew Leader – Street Department	\$22.11	\$22.68	\$23.25	\$23.84	\$24.41	\$24.98
Maintenance Worker II/Crew Leader – Water & Sewer Department	\$22.11	\$22.68	\$23.25	\$23.84	\$24.41	\$24.98
Maintenance Worker II/Crew Leader – Buildings/Grounds/Parks Department	\$22.11	\$22.68	\$23.25	\$23.84	\$24.41	\$24.98

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<b>Grade 1</b>	<b>Start</b>	<b>Probation</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Secretary/Receptionist	\$14.66	\$15.32	\$15.96	\$16.60	\$17.28	\$17.92
<b>Grade 2</b>						
Administrative Assistant	\$16.02	\$16.70	\$17.37	\$18.03	\$18.67	\$19.38
Permit Technician	\$16.02	\$16.70	\$17.37	\$18.03	\$18.67	\$19.38
Planning Assistant	\$16.02	\$16.70	\$17.37	\$18.03	\$18.67	\$19.38
Utility Clerk	\$16.02	\$16.70	\$17.37	\$18.03	\$18.67	\$19.38
<b>Grade 3</b>						
Maintenance Worker I – Street Department	\$18.20	\$18.89	\$19.52	\$20.18	\$20.88	\$21.52
Maintenance Worker I – Water & Sewer Department	\$18.20	\$18.89	\$19.52	\$20.18	\$20.88	\$21.52
Maintenance Worker I – Building/Grounds/Parks Department	\$18.20	\$18.89	\$19.52	\$20.18	\$20.88	\$21.52
<b>Grade 4</b>						
Mechanic	\$18.99	\$19.65	\$20.29	\$20.93	\$21.62	\$22.27
Building Inspector	\$18.99	\$19.65	\$20.29	\$20.93	\$21.62	\$22.27
<b>Grade 5</b>						
Building Inspector II	\$22.99	\$23.59	\$24.18	\$24.79	\$25.39	\$25.98
Construction Inspector	\$22.99	\$23.59	\$24.18	\$24.79	\$25.39	\$25.98
Maintenance Worker II/Crew Leader – Street Department	\$22.99	\$23.59	\$24.18	\$24.79	\$25.39	\$25.98
Maintenance Worker II/Crew Leader – Water & Sewer Department	\$22.99	\$23.59	\$24.18	\$24.79	\$25.39	\$25.98
Maintenance Worker II/Crew Leader – Buildings/Grounds/Parks Department	\$22.99	\$23.59	\$24.18	\$24.79	\$25.39	\$25.98