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ARTICLE I

Preamble

This Agreement made and entered into this ___day of 2008 at the City of Des Moines, pursuant to the provisions of Chapter 20 of the *Code of Iowa*, by and between the City of Des Moines as Municipal Housing Agency (hereinafter referred to as the Employer) and the American Federation of State, County and Municipal Employees, Council 61, and its affiliated Local 3673, as representatives of employees employed by the City of Des Moines Department of Housing Services (hereinafter referred to as the Union).

ARTICLE II

Recognition

The Employer recognizes the Union as the exclusive bargaining representative for public employees within the following job classifications:

Housing Services receptionist, bookkeeper, computer technician, accounting assistant, housing inspector, administrative secretary, social worker, resident initiative coordinator, case manager, application specialist, public housing coordinator, maintenance mechanic "A", maintenance mechanic "B", custodian, casual employee, van driver, inventory control specialist, homeownership coordinator, training coordinator, learning center coordinator, customer service representative, confidential secretary, projects specialist, and lead public housing coordinator.

ARTICLE III

Dues Deduction

Upon receipt of a voluntary written individual order from any of its employees covered by this Agreement on forms 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.

Employees may also authorize a payroll deduction for the National People Committee, provided such authorization is in writing and on the form provided by the Union.

Such order shall become effective only as to membership dues or contributions being made or becoming due after the date of delivery of such authorization to the payroll office of the employer. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union. The Union agrees to indemnify the Employer from any and all liability, which may result from the deduction of said dues or said voluntary contributions to the National People Committee from employee's pay.

ARTICLE IV

Bulletin Boards

The Union shall be allowed to install a bulletin board on the south wall of the rest room corridor for the purpose of posting notices and union information to the employees in the unit. In addition, the Union may install a bulletin board in the maintenance building for the same purpose. The Union agrees that no political campaign literature or material detrimental to the Employer or the Union shall be allowed to be posted on these bulletin boards.

ARTICLE V

Union Rights

Section 1. Union Representation.

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee as a result of his/her joining or refusal to join the Union, nor will the Employer encourage or discourage membership in the Union.

Section 2. Union Business During Work Time.

Bargaining unit employees, including Union Officers and Representatives, shall not conduct Union activity or Union business on work time except as specifically authorized by provisions of this Agreement.

The Union president may remain in pay status for a maximum of 24 hours per fiscal year while conducting union business. If the Employer schedules labor negotiations outside of the regular work schedule, the bargaining committee will be allowed to be in pay status during negotiations.

Section 3. Authorized Union Business.

Union stewards and members of the Union Bargaining Committee may conduct the following business on City time:

- 1 The receiving and filing of grievances.
2. Members of the bargaining committee and those stewards directly involved may participate in hearings before a hearing examiner, or arbitrator or mediator or before the Public Employment Relations Board.

Section 4. New Employees.

The City agrees to furnish to the Union a list of all new permanent employees monthly.

Section 5. Non-discrimination,

The parties agree that their respective policies consistent with the *Code of Iowa* will not violate the rights of any employees covered by this Agreement because of age, race, sex, creed, color, national origin, ancestry, disability, partisan political affiliation, union or non-union affiliation.

Section 6. Leave of Absence for Union Officials.

Elected Constitutional Officers of the Union and/or its affiliated local shall upon written request of the Union and/or its affiliated local be granted a leave of absence without pay for the term of office not to exceed one year. Appointed officials of the Union and/or its affiliated local shall upon written request of the Union and/or its affiliated local shall be granted a leave of absence not to exceed one year unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit. The Employer agrees to provide the Union in writing an explanation of why the request constitutes a hardship. Grievances involving the issue of whether a substantial hardship does in fact exist may be appealed directly to arbitration pursuant to the appropriate article of this Agreement. Notwithstanding the above, elected or appointed officials of the Union and/or its affiliated local, may elect to take vacation or earned compensatory time in lieu of a leave of absence without pay.

Section 7. Use of City Facilities.

Union representatives shall be allowed during non work time to meet with bargaining unit employees on the Employer's premises provided suitable meeting facilities are available and practical.

Section 8. Employee Rights.

Public employees shall have the right to:

1. Organize or form, join or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by Iowa law.
4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees, or assessments, or service fees of any type.

ARTICLE VI

Management Rights

Consistent with this Agreement, Management shall have, 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:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within its agencies.
3. Suspend, discipline or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of its agencies.
8. Initiate, prepare, certify and administer the budget.
9. Exercise all powers and duties granted to the Employer by law.

ARTICLE VII

Probationary Period

All original appointments will be subject to the serving of a six (6) month probationary period. The probationary period will be considered as part of the examination and selection process. An employee not covered by chapter 400 who accepts a promotion to a higher position and is rejected during the probationary period will be returned to their former position.

New hires who are discharged during their probationary period shall not have a right to the appeal process set out in this agreement.

ARTICLE VIII

Hours of Work

Section 1. Work Week.

1. The normal workweek will consist of five (5) consecutive days totaling forty (40) hours of work per week. Inasmuch as the Maintenance Department must regularly operate seven (7) days per week, some employees may be required to work on any day of the week. Specific work schedules including days and hours shall be issued by the appropriate division supervisor with approval of the Director.
2. Work hours will commence at 8:00 a. m. and end at 5:00 p. m. daily unless modified by the employer in writing.
3. For purposes of computing overtime, only hours actually worked by an employee shall be counted; however, vacation, bereavement, earned compensation time, and holiday time off will be considered the same as time worked. Paid sick leave and unpaid lunch periods will not count as time worked for the purpose of computing overtime.

Section 2. Lunch Period.

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1. All employees will be allowed a one (1) hour lunch period that will be generally scheduled in the middle portion of the workday. This is an unpaid lunch.
2. In the interest of service to the public, lunch periods may be staggered or scheduled in a manner to assure minimum disruption to clients.

Section 3. Alternate Work Hours

Upon mutual agreement between the union and the employer, alternate work hours (such as ten-hour work days) may be implemented. Upon advance approval of supervision, an individual employee may be permitted to arrange a work schedule that varies from the normal workday of 8:00 a.m. to 5:00 p.m.

Section 4. Rest Period

All full-time employees shall be entitled to one fifteen (15) minute paid rest period during the first half of their work schedule and one fifteen (15) minute paid rest period during the second half of their work schedule.

ARTICLE IX

Overtime

Section 1. Definition.

For the purpose of computing overtime, overtime is all time worked by the employee with prior approval of supervision, which is in excess of forty (40) hours during the workweek.

Section 2. Overtime Procedure.

All overtime work shall be held to a minimum consistent with efficient operation and provisions of essential services.

Permanent employees shall normally be given preference in overtime assignments. In all cases, overtime assignments will be made in such a way that the functions of the Employer will be most effectively completed.

For those employees who volunteer to respond to after hour service requirements, the City will endeavor to assign the overtime available as equal as practicable.

For the purpose of computing overtime, all hours worked plus vacation leave, holiday, bereavement and earned compensatory time off shall be considered as such time worked.

Compensatory time may be taken at the discretion of the employee, with prior approval of his/her supervisor. Compensatory time shall be earned at the overtime rate. An employee may accumulate up to a maximum of forty-two (42) hours of compensatory time in any one-quarter. Employees shall be paid all accumulated and unused compensatory time after the end of each quarter.

Section 3. Overtime Compensation.

Overtime work shall be compensated in the following manner:

Overtime shall be earned in units of fifteen (15) minutes and paid at the rate of time and one-half (1 1/2) in cash unless the employee requests compensatory time.

ARTICLE X

Grievance Procedures

Section 1. Definition.

A grievance shall be a written complaint alleging a violation involving the application or interpretation of the provisions of this Agreement.

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the supervisor on forms provided by the Union and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the grievance.

An aggrieved employee shall have the right to a Union representative appointed by the Union at all steps in the grievance procedure.

All grievances must be presented promptly and no later than fourteen (14) working days from the date the grievance first became aware of or should have become aware of with the exercise of reasonable diligence, the cause of such; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of the occurrence.

Section 2. Processing of Grievances.

Prior to the filing of a grievance, the employee must meet with his/her immediate supervisor (or department head if no immediate supervisor is available) to attempt to resolve the grievance informally. If the grievance cannot be settled informally, the following formal procedures shall apply.

Step 1 The employee having a specific grievance shall submit said grievance in writing to his/her immediate supervisor within the time set out in Section 1. The supervisor will respond within fourteen (14) working days from the date the grievance is received. If the employee does not have an immediate supervisor, he/she may submit his/her written grievance to his/her division administrator, as set out in Step 2.

Step 2 If not resolved, the grievant shall submit a written grievance to his/her Department Director within five (5) working days after receiving the decision in Step 1. The Department Director has ten (10) working days to respond.

Step 3 If not resolved in Step 2, within ten (10) working days of the employee's receipt of the decision in Step 2, he/she may appeal in writing to the City Manager. The City Manager must respond within ten (10) working days.

Section 3. Arbitration.

If the grievance is not resolved at the conclusion of Step 3, then the grievance may be submitted to arbitration within ten (10) working days after the decision in Step 3 by the employee giving written notice to the City Manager. It is in the interest of the Employer and the employee that the timely resolution of grievances occur. Therefore, the parties shall promptly meet to attempt to agree on an arbitrator. If unable to agree, either party may request a list of five (5) arbitrators from the Iowa Public Employment Relations Board and by alternately striking names, an arbitrator will be selected. The first strike will be determined by the toss of a coin.

Section 4. Time Limits.

Grievances not appealed within the designated time limits in any step of the grievance procedure may be denied by the Employer on the basis of timeliness. The Union reserves the right to submit such grievances to arbitration **depending on the forum selected by the employee**. The parties agree, however, that in grievances where timeliness is an issue, the grievance may be submitted to the next higher step of the procedure to try and resolve the grievance. The Employer and the Union agree to make a good faith effort to resolve all grievances.

Section 5. Retroactivity.

Settlement of a grievance may or may not be retroactive as the equities of the case may demand; however, in no event will retroactivity extend back to more than six (6) months prior to the time of the grievance being filed.

Section 6. Exclusive Procedures

The grievance procedure set out above shall be exclusive and replace any other grievance procedure for adjustment of any disputes arising from the application or interpretation of the Agreement. In the event that the grievance is a matter suitable for submission to the Des Moines Civil Service Commission, the employee shall elect one forum (Civil Service Commission or Arbitration) to resolve his/her appeal or grievance.

Section 7. Stewards.

For informational purposes only, the Union shall provide the Employer with a written list setting forth the names of grievance representatives.

Section 8. Costs of Arbitration.

The costs of arbitration shall be shared equally between the parties. The party requesting a transcript shall bear the cost of the transcript.

Section 9. Processing Grievances.

When necessary in investigating and settling grievances, an employee and his/her Union representative will be released from work without loss of pay for a reasonable period of time, subject to the approval of his/her supervisors, which approval will not unreasonably be denied.

Section 10. Extension of Time Limits.

All time limits set out in this article may be extended by mutual agreement.

Section 11. Decision of Arbitrator.

The decision of the arbitrator shall be exclusive, final and binding upon all parties.

ARTICLE XI

Seniority

Section 1. Definition.

Seniority means an employee's length of continuous service with the Employer since his/her date of hire. **However, Civil Service seniority will be calculated pursuant to Chapter 400.** An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee leaves work because of injury, illness or lay off, the employee shall retain his/her original seniority date for sixty days (60). Any period of absence of more than sixty days (60) shall represent a break in continuous service.

Management will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations as set forth in any particular article or section of this contract.

Section 2. Seniority Lists.

The Employer shall prepare and post seniority lists. The list shall be updated every three months and contain each employee's name, classification, and seniority date. A copy of the seniority list shall be furnished to the local union at the time of posting. Employees in the bargaining unit employed prior to the effective date of this agreement shall retain their current seniority date as established by the employer's computer generated seniority list.

ARTICLE XII

Lay-off Procedures

Section 1. Application of Lay-off.

The Union recognizes the right of management to lay off or to reduce the hours of employment in accordance with the procedures set forth in this Article. **However the parties agree that for Civil Service employees the requirements of Chapter 400 will prevail.** Such procedures shall not apply to temporary lay-offs of less than twenty (20) consecutive calendar days or to lay-offs of seasonal or probationary employees.

Section 2. General Lay-off Procedures.

When a lay-off or hours reduction occurs, the following general rules shall apply

1. Lay-off shall be by classification.
2. The agency may not lay off permanent employees until they have eliminated all non-permanent positions within the classification, including temporary and/or casual and probationary.
3. The Employer shall notify the affected employees at least twenty (20) working days prior to the effective date of the lay-off unless budgetary limitations require a lesser period of notice.
4. Employees in the lay-off unit shall be laid off in accordance with seniority and ability. Lay-off shall be by seniority with the least senior employee being laid off first unless the least senior employee possesses special skills and ability required to meet the needs of the Employer, and that the senior employee must also possess the academic qualifications required for the position.

Section 3. Re-employment.

1. An employee laid off because of reduction in force shall be offered a position in the classification from which he/she was laid off, if one becomes available, provided he/she meets the minimum qualifications for that position, before a new employee may be hired for such position, provided such opening becomes available within two (2) years of the date of such lay-off.
2. When a former employee is notified of an available position, he/she must make a decision to return to the Employer employment within five (5) working days and so notify the Employer in writing or he/she will be removed from the re-employment list.

ARTICLE XIII

Salary and Wages

Section 1. Pay Grade.

Employees will be compensated in accordance with the provisions of the Wage and Salary Compensation Plan, as applicable to the respective position title and corresponding pay grade.

- A. Wage and Salary Compensation Plan effective June 16, 2008, June 15, 2009 and June 14, 2010 reflecting a three and one-fourth percent (3.25%) increase each year.
- B. If an employee reports for work at his/her regular time and place but is sent home by the supervisor because work cannot be performed, such employee shall be paid a minimum of two (2) hours pay at their regular straight time rate.
- C. When an employee, after completing a regular shift, or on an employee's day off is recalled to work, he/she shall receive a minimum of two (2) hours pay at the appropriate overtime rate.
- D. The City and the union agree that effective June 26, 2000, employees covered by this agreement shall be permitted to defer salary up to the limits established by the Internal Revenue Service into a City sponsored IRC section 457 deferred compensation plan. The City also agrees that effective June 19, 2006, to match 100% of the first 2% of salary deferral of employees into the City sponsored IRC section 457 deferred compensation plan.

Section 2. Step Increases.

- A. New employees serving a probationary period will receive as his/her initial salary compensation the entry rate provided in the pay grade to which he or she is assigned.
 - 1. Upon satisfactory completion of the six (6) month probationary period, the employee will be advanced to Step 1.5 of the pay grade to which he or she is assigned.
 - 2. Upon completion of twelve (12) months service, the employee will be eligible for, upon receipt of a satisfactory employee performance evaluation and proper recommendation, advancement to Step 2 of the pay grade to which he or she is assigned.
 - 3. The employee then will be eligible, upon receipt of a satisfactory employee performance evaluation and proper recommendation, for an

annual one step increase in salary until the top step of the assigned pay grade is reached.

- B. An employee serving a promotional probationary period will receive as his/her salary compensation the entry level of the pay grade of the new position or the higher step necessary to assure that a decrease in pay will not occur as a result of a promotion.
 - 1. Upon satisfactory completion of the probationary period, the employee will be advanced to the next full step within his/her pay grade.
 - 2. The employee will then be eligible, upon receipt of a satisfactory employee performance evaluation and proper recommendation, for an annual one step increase in salary until the top step of the assigned pay grade is reached.
- C. Pay adjustments will be effective at the beginning of the pay period during which the required qualified service and other position requirements have been attained. Normally, such adjustments will be made on the employee's "anniversary date", whether the date is the anniversary of an original or promotional appointment. Any salary increases granted in advance of the "anniversary date" will not establish a new "anniversary date" for the purpose of determining the effective date of future step increases.
- D. Any step increase delayed for cause will not establish a new anniversary date for the purpose of determining the effective date for future step increases.

Section 3. Transfer Salary.

When an employee is transferred to another position and that position is assigned to the same pay grade as the employee's former position, he/she will be entitled to the corresponding step in the pay grade to which transferred.

ARTICLE XIV

Longevity

Section 1. Eligibility.

Permanent employees who have performed satisfactory continuous service for the required number of years shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed.

- A. **Continuous Service.** Continuous service shall be terminated by resignation, dismissal or retirement. If an employee so terminated received a subsequent

reappointment, he/she shall not be given longevity pay for service prior to the termination. Continuous service shall not be considered broken if an employee:

1. Is on military leave of absence and returns to City employment in accordance with Federal and State law.
2. Is on authorized leave of absence or on a temporary suspension without pay. However, no credit shall be allowed for time toward the accumulation of a five year period by employees suspended or on leave without pay for over thirty (30) consecutive calendar days, and additional time equal to the loss of service must be served to qualify for longevity.

Section 2. Amount of Payment.

Eligible employees, upon successful completion of the following continuous years service, shall receive the longevity pay percentage indicated:

Years Continuous Service Completed	Longevity Percentage
Five (5)	1%
Nine (9)	2%
Thirteen (13)	3%
Seventeen (17)	4%
Twenty-One (21)	5%
Twenty-Five (25)	6%

ARTICLE XV

Insurance

Section 1. Provision.

The following insurance coverage will be provided to permanent full-time employees, within the rules and regulations of the insurer.

Section 2. Types of Coverage.

1. Life Insurance. The Employer will provide straight term life insurance coverage with a face value of ten thousand dollars (\$10,000.00) for all permanent, full-time employees covered by this bargaining agreement, subject to the terms of the policy.
- 2.A. Health and Medical Insurance. The City will make available for employees and their dependents a health insurance plan as described in Exhibit 1, attached hereto and by this reference incorporated herein.

- 2.B. Health Insurance Contributions. Employees selecting family coverage will contribute monthly an amount equal to five percent (5%) of the difference between the family and single premium. This contribution will be made on a pre-tax basis. There is no premium contribution for single coverage. For the period beginning January 1, 2007 and ending December 31, 2009, employees electing family coverage will have the 5% contribution as described above reduced by \$17.00 per month.
- 3.A. Dental Insurance. The Employer will provide employees and their dependents up to age 24 a dental insurance plan as described in Exhibit 1.
- 3.B. Dental Insurance Contribution. Employees selecting family coverage will contribute one dollar (\$1) per month toward the family dental premium. This contribution will be made on a pre-tax basis. There is no premium contribution for single coverage.
4. Long-term Disability. The employer will provide a long-term disability plan for all employees.

ARTICLE XVI

Sick Leave

Section 1. Eligibility.

All permanent full-time and part-time employees shall be eligible for paid sick leave.

Section 2. Accrual.

Sick leave shall be accrued as follows:

1. Sick leave shall be accrued for all permanent full-time employees at the rate of one workday for each month of service with no limit to accumulations.
2. Sick leave shall be accrued for permanent part-time employees at one-half (1/2) the rate prescribed for permanent full-time employees.
3. Sick leave shall be accrued by probationary and provisional appointment employees at the rate prescribed for permanent full-time employees.
4. Any employee shall continue to accrue sick leave while on any other compensated leave.

Section 3. Usage.

Sick leave shall be granted under the following circumstances:

1. Physical incapacity not incurred in the line of duty.
2. Personal illness, including medical, dental or optical appointments during working hours, or during an employee's pregnancy or normal recovery period as directed by a licensed medical physician.
3. Enforced quarantine of employee in accordance with community health regulations.
4. Serious illness of an emergency nature of the immediate family (spouse, child, parent, sibling.)

"Emergency nature" generally refers to an unplanned illness, accident or unscheduled doctor's visit involving an urgent or life-threatening condition. Thus, a maximum of 8 hours of sick leave could be authorized. However, up to a maximum of 10 calendar days may be approved in cases involving hospitalization for a serious or life-threatening condition and up to one full day for outpatient testing which involves "serious" medical conditions.

5. The first day an employee's child becomes ill and must stay home from school or day care.
6. A member of employee's immediate family is scheduled for outpatient testing involving serious side effects or potentially serious results. The employee may use up to one day (8 hours) of sick leave.

Section 4. Administration.

Sick leave shall be administered as follows:

1. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.
2. Sick leave shall be chargeable only when used on regularly scheduled workdays or work periods and not on vacation time.
3. If such sick leave exceeds three (3) consecutive workdays, department directors have the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to sickness. The certification must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence.

In individual cases, where there is sufficient reason to believe the employee is abusing the sick leave privileges, the employee will be first advised in writing that an acceptable medical certificate will be required for all future sick leave absences. This requirement shall be dropped, at the discretion of the supervisor, following an appropriate period free from apparent abuse. Abuse of sick leave shall be cause for disciplinary action up to and including dismissal.

Section 5. Separation Credit.

No payment for unused sick leave credit shall be made upon separation from City employment except in cases of retirement or death of a permanent employee of the City, as prescribed hereinafter. In the event of the employees retirement, which meets the requirements of the applicable Federal or State Statutes, or his/her death, the employee or his/her beneficiary shall be paid fifty (50) percent of daily salary based on the employee's salary rate at the time of retirement or death, for each full day of unused sick leave credit the employee has accrued. The maximum unused sick leave to be compensated for, at the rate of fifty percent (50%), is limited to 1,500 hours.

Section 6. Sick Leave Bank.

The Employer agrees to allow the Union to establish a sick leave bank with the following provisions:

1. Each employee wishing to participate in the sick leave bank will contribute eight (8) hours of vacation time or birthday holiday. Such time will then be deducted from the employee's vacation or holiday accrual.
2. In the event an employee is ill and has used all available sick leave and vacation, the employee may make application to the Union to draw from the sick leave bank.
3. The Union shall notify the Employer stating the number of hours, which will be deducted from the sick leave bank and paid to the employee.

The Employer shall not be held responsible or liable for the Union's provision or denial of sick leave bank benefits.

ARTICLE XVII

Holidays

Section 1. Designated Holidays.

The following eleven (11) paid holidays will be observed by the Employer:

- a. New Year's Day;
- b. Martin Luther King Jr. Birthday
- c. Memorial Day;
- d. Independence Day;
- e. Labor Day;
- f. Veteran's Day;
- g. Thanksgiving Day;
- h. The day after Thanksgiving;
- i. Christmas Day;
- j. An additional Christmas Holiday;
- k. The employee's birthday (The employee's birthday, at the employee's option, this holiday may be used on or after the actual day. However, advanced supervisory approval is required.)

Section 2. Eligibility.

All permanent full-time employees and full-time probationary employees, whether an original or promotional appointment, will be eligible for the authorized paid holidays.

Section 3. Holidays Occurring on Weekends.

- a. Holidays which fall on a Saturday will be observed on the preceding Friday.
- b. Holidays which occur on a Sunday will be observed on the following Monday.
- c. In the event the employee's birthday falls on another holiday, it will be observed on the workday following the observance of that holiday.

Section 4. Additional Christmas Holiday.

- a. When Christmas falls on a Tuesday, Wednesday, Friday or Saturday, in addition to the legal holiday observance, the preceding workday will also be observed as a holiday.

- b. When Christmas falls on a Sunday, Monday or Thursday, in addition to the legal holiday observance, the following workday will also be observed as a holiday.

Section 5. Holidays Occurring During Leaves of Absence.

When a holiday occurs during a leave of absence for which an employee receives regular compensation, the time off for that day will not be counted as vacation, sick or compensatory leave.

Section 6. Employees Required to Work a Holiday.

Employees who are required to work on a designated holiday will be compensated at double time for all hours actually worked.

ARTICLE XVIII

Leaves of Absence

Section 1. Eligibility.

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article after the successful completion of their probationary period. Maternity leaves of absence shall be exempt from the waiting provisions of this section.

Section 2. Request Procedure.

Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested.

The immediate supervisor shall furnish a written response as follows:

Requests for leave of absence not exceeding one (1) month shall be granted or denied within five (5) working days. The employer will provide the reason for denial in writing.

Requests for leave of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason for denial in writing.

Section 3. Leaves of Absence without Pay.

Except as otherwise provided by this Article, employees may be granted leaves without pay at the sole discretion of the Appointing Authority for any reasons for a period up to but not exceeding one (1) year.

A. Maternity Leave.

Employees shall be granted a maternity leave of absence without pay as follows:

The employee shall, whenever possible, submit written notification to her immediate supervisor at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave.

Such leaves shall be granted for a period of time up to but not to exceed three (3) months. Upon request of the employee, accompanied by a doctor's statement, maternity leave without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. The use of paid sick leave may be utilized during instances of absence as a result of childbirth for periods not to exceed the number of days of such leave credited to the employee. All types of leave with pay may be used for the period that the employee is disabled because of pregnancy, childbirth, or related medical conditions. All time utilized for leave for maternity in excess of three (3) months (other than paid annual leave) must be supported as a medical necessity by a licensed medical physician.

B. Military Leave.

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the *Code of Iowa* and the applicable federal statutes.

C. Unpaid Educational Leave.

It is the expressed intent of the Employer to promote continued education of employees of Employer and in furtherance of this policy the Employer agrees to grant employees unpaid educational leaves of absence in accordance with the following procedure:

1. The Employer agrees that at any one time up to two (2) employees per bargaining unit may be granted an unpaid educational leave of absence not to exceed one (1) year in duration. Selection of employees shall be on the basis of seniority and operational efficiency of the agency.
2. To be eligible for unpaid education leaves, an employee must have completed at least three (3) years of service. The Employer will not be required to permit more than one (1) employee to be on unpaid educational leave simultaneously from the same division.

D. Medical Leave of Absence.

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits may be granted an unpaid leave of absence not to exceed ninety (90) calendar days, provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted.

Prior to an employee exhausting his/her sick leave, the Employer shall advise the Employee of his/her right to a medical leave of absence without pay.

In no case shall the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.

E. Other Leaves without Pay.

Leaves of absence without pay, with the approval of the Director, may be taken for a period not to exceed thirty (30) working days. No more than one (1) such period of leave may be taken during a twelve (12) month period.

Section 4. Leaves of Absence With Pay.

A. Jury Duty

An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked.

The employee summoned as a juror shall notify his/her employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

An employee who reports for jury duty and is dismissed shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

B. Court Appearance.

When in obedience to a subpoena or direction by proper authority an employee appears as a witness for the Federal Government, the State of Iowa or a political subdivision thereof, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer.

C. Paid Educational Leave.

The Employer retains the sole discretion to either grant or deny requests for paid educational leaves of absence. Requests for paid educational leave shall be submitted at least one hundred and twenty (120) days in advance of the requested leave. The Employer agrees to either grant or deny such requests at least sixty (60) days prior to the requested leave. Failure to respond within the designated time limits shall not constitute approval of such requests.

D. Emergency Leave.

1. In case of death in the “immediate family”, a permanent employee may be granted a leave of absence with pay up to seven (7) calendar days by the department director. “Immediate family” is defined as spouse, child or parent.
2. In the case of death in the “family”, a permanent employee may be granted a leave of absence with pay up to four (4) calendar days by the department director. “Family” is defined as father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, spouse’s grandparent, and any other relative living in the same household.
3. In the case of the death of an aunt or uncle, a permanent employee will be granted a leave of absence with pay of one (1) working day.
4. If the situation warrants an extension, the department director may grant up to an additional three (3) calendar days. A written explanation must be filed with the City Manager.
5. Employees may choose to use vacation time, C-time, or up to one (1) day W-time to attend funerals of all relatives not included in paragraphs (1) or (2) above with prior approval of their supervisor.

ARTICLE XIX

General Provisions

Section 1. Work Rules.

The Employer may from time to time adopt and publish changes in existing work rules. The Union reserves the right to grieve the application or reasonableness of work rules so established. The work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and posted at least fourteen (14) calendar days in advance of the effective date of the rule. The work rules shall state the date they are posted and the date they will become effective.

Section 2. Access to Personnel Files.

Employees shall have the right to inspect their personnel files. The employee may make a copy of any documents contained in his/her personnel file. An employee who wishes to inspect his/her file must file a request to do so in writing with the Director.

Section 3. Retention of the Disabled.

It is the intent of both parties to encourage the retention of employees who may have become disabled while employed by the Employer. The parties agree that reasonable job modifications may be made by the Employer in order to accommodate such employees.

Section 4. Health and Safety Committee.

Safety rules and practices to protect the health and well being of employees shall meet the requirements of applicable state and federal law. A two-member Safety Committee will be established to insure compliance with safety guidelines. One member will be appointed by the Employer, and one member will be appointed by the Union. The purpose of the committee will be to maintain a safe working environment for the employees. The committee shall follow the procedures set out by the Director.

Section 5. Severe Weather Closings.

When a severe weather emergency is declared by the Employer, an employee may elect to use earned compensation time, vacation, or leave without pay, provided the employee obtains the approval of his/her supervisor.

Section 6. Time Reports.

The Employer may not change the employee's time card arbitrarily. An employee who punches in or out on another employee's time card shall be subject to discipline, including discharge.

Section 7. Mileage Compensation.

Mileage compensation for employees is subject to the travel policy promulgated by the Employer, and that policy will not become a part of this contract, but the Employer will continue to apply the policy as it has done in the past. Employees who are required to drive their own or Employer vehicles shall maintain a valid drivers license as a condition of continued employment.

Section 8. Civil Litigation.

The Employer further agrees that employees who are involved in civil litigation will be granted vacation time to attend said litigation to the extent of their accruaARTICLE XX

Health and Safety

Section 1. Tools and Equipment.

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe conditions or practice and for properly using and caring for the tools and equipment furnished by the Employer.

Section 2. Notice of Injury.

An employee who is physically injured, however minor, and who fails to report to his/her supervisor as soon as physically possible and to take such first aid or medical treatment as determined necessary may be subject to disciplinary action. Employees staying past normal work hours at a hospital, a doctor's office, or a medical clinic under a physician's care are assumed to have met the obligations in this section.

Section 3. Protective Clothing.

The Employer shall furnish protective clothing and equipment in accordance with applicable federal and state requirements (for the handling of hazardous materials).

ARTICLE XXI

Vacation Leave

Section 1. Eligibility.

All permanent full-time employees who have completed six (6) months of continuous service and successfully completed their probationary period will be eligible for vacation leave upon accrual.

Section 2. Accrual.

Vacation leave (annual leave) will be accrued and credited as follows:

1. Vacation leave for all permanent full-time employees with less than seven (7) years of continuous service will be at the rate of ten (10) working days (eighty [80] hours) for each twelve (12) months of active service. Employees who have completed six (6) months of continuous service and who have successfully completed their probationary period are eligible to take any accrued vacation time.

2. Vacation leave for all permanent full-time employees who have completed seven (7) years or more of continuous service, but no more than twelve (12) years, will be at the rate of fifteen (15) working days (one hundred twenty [120] hours) for each twelve (12) months of active service.
3. Vacation leave for all permanent full-time employees who have completed twelve (12) years or more of continuous service, but not more than nineteen (19) years, will be at the rate of twenty (20) working days (one hundred sixty [160] hours) for each twelve (12) months of active service.
4. Vacation leave for all permanent full-time employees who have completed nineteen (19) years or more of continuous service will be at the rate of twenty-five (25) working days (two hundred [200] hours) for each twelve (12) months of active service.
5. Probationary employees will accrue vacation during their probationary periods, but will not be eligible to take such vacation until they become a permanent employee and have completed six (6) months of continuous active service. In the event of separation prior to completion of the probationary period or six (6) months of service, they will be eligible for terminal vacation leave pay.

Section 3. Administration.

The taking of vacation leave will be administered as follows:

1. Vacation leaves and schedules will be arranged through and coordinated by department supervisors and filed in the following manner:
 - a. Requests for vacation leave should be filed no less than twenty (20) days before the first day of the requested vacation period.
 - b. Vacation leaves will be approved and scheduled on the basis of “first requested, first scheduled.”
 - c. Supervisors will schedule vacation periods in a manner assuring that the workload and provision of services to Employer’s clients will be efficiently accomplished during the absence of employees on vacation leave.
2. Vacation leave of less than one day will be charged as used, in periods of not less than one-half (1/2) hour.
 - a. Vacation leave may be used for personal business purposes during the workday.
 - b. Requests for periods of one day or less of leave should be made to the division supervisor no less than twenty-four (24) hours before the leave is to be taken.

3. When a holiday occurs during an employees assigned vacation period and the employee is regularly entitled to the holiday, it will not be counted as vacation time.
4. Periods of hospitalization or quarantine occurring during approved vacation periods will, upon certification by a physician, be charged as sick leave.
5. Vacation must be taken within a twelve (12) month period after the completion of the year in which it is earned unless written authorization extending this period is obtained from the Director.
6. Accrued but unused vacation will be paid upon termination of employment, after the completion of six months service.
7. Requests for vacation leave will be made on the form and in the format prescribed by the Employer.

ARTICLE XXII

Job Openings . Transfer Procedures

All job openings within the bargaining unit, other than an opening in a temporary position, shall be posted for ten (10) workdays. The posting will list the minimum job requirements, and all employees who possess the minimum job requirements are eligible to apply for the position. The Employer shall determine the qualifications of all applicants who apply for each vacancy and reserves the right to hire the applicant, either internal or external, who the Employer determines is the most qualified to fill the vacancy. The Employer will, if requested in writing, inform any employee who applies for a position of the reasons why the Employer believed the employee was not the most qualified applicant for the position, if that is the case.

When two or more internal applicants have relatively equal qualifications, the internal applicant with the greatest seniority will be given priority provided he or she is the most qualified applicant within the meaning of this article. When determining qualifications the Employer may consider prior work performance and evaluations, educational background and training, skills and ability and other relevant factors.

ARTICLE XXIII

PERFORMANCE APPRAISALS

Section A. Administration.

Each Department Director or his/her designee shall provide a schedule by which employees shall receive performance evaluations at least annually.

Section B. Appeal.

In the event any employee disagrees with his/her performance evaluation rating, he/she may indicate in the space provided. Any memorandum reflecting an overall sub-standard performance level by the employee, which is contained in the performance evaluation, shall be subject to the grievance procedure, in the event said evaluation becomes a factor in the denial of a promotion or in the delay of a scheduled pay increase. However when such evaluations are being used in promotional actions, evaluations reviewed will be limited to those no more than two years old.

ARTICLE XXIV

Discipline and Discharge

Disciplinary actions shall include the following:

- Oral Reprimand
- Written Reprimand
- Suspension (notice to be given in writing)
- Discharge (notice to be given in writing)

The type of corrective action that is applied is generally determined by the seriousness of the offense. Those offenses of less serious nature do not usually require immediate dismissal, but may require some form of corrective action. Offenses of a serious nature may justify immediate discharge without prior warning or attempts at remedial action. An employee may be disciplined or discharged for any reason, which is for just cause.

ARTICLE XXV

Permanent part-time Employee

A permanent part-time employee is one so designated by the Director, employed for an indefinite period, who works less than the standard, prescribed work hours for full-time employees but who works no less than 20 hours per week and who is eligible for prorated periods of annual vacation and sick leave benefits. The leave benefits may be used only after the 1,040 hours of employment service have been completed. An employee so designated is eligible to participate in the department's retirement plan, but only as permitted and prescribed by the rules and regulations governing administration of the retirement plan. The Director may allow permanent part-time status in special circumstances to an employee who works less than 1,040 hours, if determined necessary for the efficient operation of the Employer.

ARTICLE XXVI

Effective Date

This Contract shall be in full force and effect for the period July 1, 2006, through June 30, 2011.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their representatives and their signatures placed thereon, all on the day of 2008, at Des Moines, Iowa.

FOR THE CITY:

FOR THE UNION:

By: _____
T, M. Franklin Cownie

By: _____
Greg Lewis

Diane Rauh, City Clerk

Mary Tilton

ARTICLE XXVII

Appendices

The following appendices are incorporated and made part of this agreement.

Appendix A - Unit Classification

<u>Grade</u>	<u>Job Classification</u>
9	Casual Employee
12	Administrative Secretary
13	Application Specialist
13A	Custodian
14	Bookkeeper
15R	Inventory Control Specialist
18	Case Manager
18A	Maintenance Mechanic B
23	Accounting Analyst Senior Case Manager
23A	Maintenance Mechanic A
25	Homeownership Coordinator Housing Inspector Projects Specialist Property Disposition Manager
27	Housing Services Systems Administrator

Appendix B - Salary Schedule

Grade	Step	JUNE 16, 2008-JUNE 14, 2009			JUNE 15, 2009-JUNE 13, 2010			JUNE 14, 2010-JUNE 12, 2011		
		Hrly Rate	Bi-weekly Rate	Annual Rate	Hrly Rate	Bi-weekly Rate	Annual Rate	Hrly Rate	Biweekly Rate	Annual Rate
6	10	9.69	776	20,164	10.01	801	20,819	10.33	827	21,496
	15	10.04	803	20,874	10.36	829	21,552	10.70	856	22,252
	20	10.38	830	21,583	10.71	857	22,285	11.06	885	23,009
	25	10.71	856	22,267	11.05	884	22,991	11.41	913	23,738
	30	11.05	884	22,977	11.41	912	23,724	11.78	942	24,495
	35	11.39	911	23,687	11.76	941	24,456	12.14	971	25,251
	40	11.73	938	24,396	12.11	969	25,189	12.50	1,000	26,008
	45	12.06	965	25,080	12.45	996	25,895	12.85	1,028	26,737
	50	12.39	991	25,763	12.79	1,023	26,601	13.20	1,056	27,465
	55	12.73	1,018	26,473	13.14	1,051	27,334	13.57	1,085	28,222
60	13.07	1,046	27,183	13.49	1,079	28,066	13.93	1,115	28,979	
7	10	10.29	823	21,399	10.62	850	22,095	10.97	877	22,813
	15	10.63	850	22,109	10.97	878	22,828	11.33	907	23,570
	20	10.96	877	22,793	11.31	905	23,534	11.68	935	24,298
	25	11.30	904	23,503	11.67	933	24,266	12.05	964	25,055
	30	11.64	931	24,212	12.02	962	24,999	12.41	993	25,812
	35	11.97	958	24,896	12.36	989	25,705	12.76	1,021	26,540
	40	12.31	985	25,606	12.71	1,017	26,438	13.12	1,050	27,297
	45	12.65	1,012	26,315	13.06	1,045	27,171	13.49	1,079	28,054
	50	12.98	1,038	26,999	13.40	1,072	27,876	13.84	1,107	28,782
	55	13.32	1,066	27,709	13.75	1,100	28,609	14.20	1,136	29,539
60	13.66	1,093	28,419	14.11	1,129	29,342	14.57	1,165	30,296	
8	10	10.87	870	22,609	11.22	898	23,343	11.59	927	24,102
	15	11.21	897	23,319	11.58	926	24,076	11.95	956	24,859
	20	11.55	924	24,028	11.93	954	24,809	12.32	985	25,616
	25	11.89	951	24,738	12.28	982	25,542	12.68	1,014	26,372
	30	12.22	978	25,422	12.62	1,010	26,248	13.03	1,042	27,101
	35	12.56	1,005	26,131	12.97	1,038	26,981	13.39	1,071	27,858
	40	12.90	1,032	26,841	13.32	1,066	27,714	13.76	1,101	28,614
	45	13.24	1,059	27,533	13.67	1,093	28,427	14.11	1,129	29,351
	50	13.57	1,086	28,235	14.02	1,121	29,152	14.47	1,158	30,100
	55	13.92	1,113	28,944	14.37	1,149	29,885	14.83	1,187	30,856

	60	14.24	1,140	29,628	14.71	1,177	30,591	15.19	1,215	31,585
9	10	11.46	917	23,844	11.84	947	24,619	12.22	978	25,419
	15	11.80	944	24,554	12.19	975	25,352	12.58	1,007	26,176
	20	12.15	972	25,264	12.54	1,003	26,085	12.95	1,036	26,933
	25	12.47	998	25,947	12.88	1,030	26,791	13.30	1,064	27,661
	30	12.82	1,025	26,657	13.23	1,059	27,524	13.66	1,093	28,418
	35	13.16	1,053	27,367	13.58	1,087	28,256	14.03	1,122	29,175
	40	13.49	1,079	28,051	13.92	1,114	28,962	14.38	1,150	29,903
	45	13.83	1,106	28,760	14.28	1,142	29,695	14.74	1,179	30,660
	50	14.17	1,133	29,470	14.63	1,170	30,428	15.10	1,208	31,417
	55	14.50	1,160	30,154	14.97	1,197	31,134	15.45	1,236	32,146
	60	14.84	1,187	30,864	15.32	1,226	31,867	15.82	1,265	32,902
9A	10	11.68	934	24,291	12.06	965	25,081	12.45	996	25,896
	15	11.94	956	24,843	12.33	987	25,651	12.73	1,019	26,484
	20	12.20	976	25,369	12.59	1,007	26,194	13.00	1,040	27,045
	25	12.46	997	25,921	12.87	1,029	26,764	13.29	1,063	27,633
	30	12.71	1,017	26,447	13.13	1,050	27,306	13.55	1,084	28,194
	35	12.98	1,038	26,999	13.40	1,072	27,876	13.84	1,107	28,782
	40	13.23	1,059	27,525	13.66	1,093	28,419	14.11	1,129	29,343
	45	13.54	1,083	28,156	13.98	1,118	29,071	14.43	1,154	30,016
	50	13.83	1,106	28,760	14.28	1,142	29,695	14.74	1,179	30,660
10	10	12.06	965	25,080	12.45	996	25,895	12.85	1,028	26,737
	15	12.40	992	25,790	12.80	1,024	26,628	13.22	1,057	27,493
	20	12.73	1,018	26,473	13.14	1,051	27,334	13.57	1,085	28,222
	25	13.07	1,046	27,183	13.49	1,079	28,066	13.93	1,115	28,979
	30	13.41	1,073	27,893	13.85	1,108	28,799	14.30	1,144	29,735
	35	13.74	1,099	28,576	14.19	1,135	29,505	14.65	1,172	30,464
	40	14.08	1,126	29,286	14.54	1,163	30,238	15.01	1,201	31,221
	45	14.42	1,154	29,996	14.89	1,191	30,971	15.37	1,230	31,977
	50	14.75	1,180	30,680	15.23	1,218	31,677	15.72	1,258	32,706
	55	15.09	1,207	31,389	15.58	1,247	32,409	16.09	1,287	33,463
	60	15.43	1,235	32,099	15.93	1,275	33,142	16.45	1,316	34,219

11	10	12.65	1,012	26,315	13.06	1,045	27,171	13.49	1,079	28,054
	15	12.98	1,038	26,999	13.40	1,072	27,876	13.84	1,107	28,782
	20	13.32	1,066	27,709	13.75	1,100	28,609	14.20	1,136	29,539
	25	13.66	1,093	28,419	14.11	1,129	29,342	14.57	1,165	30,296
	30	13.99	1,119	29,102	14.45	1,156	30,048	14.92	1,193	31,025
	35	14.33	1,147	29,812	14.80	1,184	30,781	15.28	1,222	31,781
	40	14.66	1,173	30,495	15.14	1,211	31,487	15.63	1,250	32,510
	45	15.00	1,200	31,205	15.49	1,239	32,219	15.99	1,279	33,267
	50	15.34	1,228	31,915	15.84	1,267	32,952	16.36	1,309	34,023
	55	15.69	1,255	32,625	16.19	1,296	33,685	16.72	1,338	34,780
	60	16.01	1,281	33,308	16.53	1,323	34,391	17.07	1,366	35,509
12	10	13.23	1,059	27,525	13.66	1,093	28,419	14.11	1,129	29,343
	15	13.57	1,086	28,235	14.02	1,121	29,152	14.47	1,158	30,100
	20	13.92	1,113	28,944	14.37	1,149	29,885	14.83	1,187	30,856
	25	14.24	1,140	29,628	14.71	1,177	30,591	15.19	1,215	31,585
	30	14.59	1,167	30,338	15.06	1,205	31,324	15.55	1,244	32,342
	35	14.93	1,194	31,048	15.41	1,233	32,057	15.91	1,273	33,098
	40	15.26	1,220	31,731	15.75	1,260	32,762	16.26	1,301	33,827
	45	15.60	1,248	32,441	16.10	1,288	33,495	16.63	1,330	34,584
	50	15.94	1,275	33,151	16.46	1,316	34,228	16.99	1,359	35,340
	55	16.27	1,301	33,834	16.80	1,344	34,934	17.34	1,387	36,069
	60	16.61	1,329	34,544	17.15	1,372	35,667	17.70	1,416	36,826
13	10	13.83	1,106	28,760	14.28	1,142	29,695	14.74	1,179	30,660
	15	14.17	1,133	29,470	14.63	1,170	30,428	15.10	1,208	31,417
	20	14.50	1,160	30,154	14.97	1,197	31,134	15.45	1,236	32,146
	25	14.84	1,187	30,864	15.32	1,226	31,867	15.82	1,265	32,902
	30	15.18	1,214	31,573	15.67	1,254	32,599	16.18	1,295	33,659
	35	15.51	1,241	32,257	16.01	1,281	33,305	16.53	1,323	34,388
	40	15.85	1,268	32,967	16.36	1,309	34,038	16.90	1,352	35,144
	45	16.19	1,295	33,676	16.72	1,337	34,771	17.26	1,381	35,901
	50	16.53	1,323	34,386	17.07	1,366	35,504	17.62	1,410	36,658
	55	16.86	1,349	35,070	17.41	1,393	36,210	17.97	1,438	37,386
	60	17.20	1,376	35,780	17.76	1,421	36,942	18.34	1,467	38,143

13A	10	14.18	1,134	29,496	14.64	1,171	30,455	15.12	1,209	31,445
	15	14.48	1,159	30,127	14.96	1,196	31,107	15.44	1,235	32,118
	20	14.79	1,183	30,758	15.27	1,221	31,758	15.76	1,261	32,790
	25	15.17	1,213	31,547	15.66	1,253	32,572	16.17	1,293	33,631
	30	15.55	1,244	32,336	16.05	1,284	33,387	16.57	1,326	34,472
	35	15.89	1,271	33,046	16.40	1,312	34,120	16.94	1,355	35,228
	40	16.23	1,298	33,755	16.76	1,340	34,852	17.30	1,384	35,985
	45	16.57	1,326	34,465	17.11	1,369	35,585	17.66	1,413	36,742
	50	16.91	1,353	35,175	17.46	1,397	36,318	18.03	1,442	37,498
14	10	14.42	1,154	29,996	14.89	1,191	30,971	15.37	1,230	31,977
	15	14.75	1,180	30,680	15.23	1,218	31,677	15.72	1,258	32,706
	20	15.09	1,207	31,389	15.58	1,247	32,409	16.09	1,287	33,463
	25	15.43	1,235	32,099	15.93	1,275	33,142	16.45	1,316	34,219
	30	15.77	1,262	32,809	16.29	1,303	33,875	16.82	1,345	34,976
	35	16.10	1,288	33,492	16.63	1,330	34,581	17.17	1,373	35,705
	40	16.44	1,315	34,202	16.98	1,358	35,314	17.53	1,402	36,462
	45	16.78	1,343	34,912	17.33	1,386	36,047	17.89	1,431	37,218
	50	17.11	1,369	35,596	17.67	1,414	36,752	18.24	1,459	37,947
		55	17.45	1,396	36,305	18.02	1,442	37,485	18.61	1,489
	60	17.80	1,424	37,015	18.37	1,470	38,218	18.97	1,518	39,460
15	10	15.00	1,200	31,205	15.49	1,239	32,219	15.99	1,279	33,267
	15	15.34	1,228	31,915	15.84	1,267	32,952	16.36	1,309	34,023
	20	15.69	1,255	32,625	16.19	1,296	33,685	16.72	1,338	34,780
	25	16.01	1,281	33,308	16.53	1,323	34,391	17.07	1,366	35,509
	30	16.35	1,308	34,018	16.89	1,351	35,124	17.44	1,395	36,265
	35	16.70	1,336	34,728	17.24	1,379	35,857	17.80	1,424	37,022
	40	17.02	1,362	35,412	17.58	1,406	36,562	18.15	1,452	37,751
	45	17.37	1,389	36,121	17.93	1,434	37,295	18.51	1,481	38,507
	50	17.71	1,417	36,831	18.28	1,463	38,028	18.88	1,510	39,264
		55	18.05	1,444	37,541	18.64	1,491	38,761	19.24	1,539
	60	18.38	1,470	38,225	18.97	1,518	39,467	19.59	1,567	40,749

15A	10	15.17	1,213	31,547	15.66	1,253	32,572	16.17	1,293	33,631
	15	15.50	1,240	32,231	16.00	1,280	33,278	16.52	1,322	34,360
	20	15.82	1,266	32,914	16.34	1,307	33,984	16.87	1,350	35,088
	25	16.17	1,293	33,624	16.69	1,335	34,717	17.23	1,379	35,845
	30	16.49	1,320	34,307	17.03	1,362	35,422	17.58	1,407	36,574
	35	16.87	1,350	35,096	17.42	1,394	36,237	17.99	1,439	37,414
	40	17.24	1,379	35,858	17.80	1,424	37,024	18.38	1,470	38,227
	45	17.61	1,408	36,621	18.18	1,454	37,811	18.77	1,502	39,040
	50	17.97	1,438	37,383	18.56	1,485	38,598	19.16	1,533	39,853
15R	10	15.55	1,244	32,336	16.05	1,284	33,387	16.57	1,326	34,472
	15	15.89	1,271	33,046	16.40	1,312	34,120	16.94	1,355	35,228
	20	16.23	1,298	33,755	16.76	1,340	34,852	17.30	1,384	35,985
	25	16.57	1,326	34,465	17.11	1,369	35,585	17.66	1,413	36,742
	30	16.91	1,353	35,175	17.46	1,397	36,318	18.03	1,442	37,498
	35	17.29	1,383	35,964	17.85	1,428	37,132	18.43	1,475	38,339
	40	17.67	1,414	36,752	18.24	1,459	37,947	18.84	1,507	39,180
	45	18.05	1,444	37,541	18.64	1,491	38,761	19.24	1,539	40,021
	50	18.44	1,475	38,356	19.04	1,523	39,603	19.66	1,573	40,890
16	10	15.60	1,248	32,441	16.10	1,288	33,495	16.63	1,330	34,584
	15	15.94	1,275	33,151	16.46	1,316	34,228	16.99	1,359	35,340
	20	16.27	1,301	33,834	16.80	1,344	34,934	17.34	1,387	36,069
	25	16.61	1,329	34,544	17.15	1,372	35,667	17.70	1,416	36,826
	30	16.95	1,356	35,254	17.50	1,400	36,400	18.07	1,445	37,583
	35	17.29	1,383	35,964	17.85	1,428	37,132	18.43	1,475	38,339
	40	17.62	1,410	36,647	18.19	1,455	37,838	18.78	1,503	39,068
	45	17.96	1,437	37,357	18.54	1,484	38,571	19.15	1,532	39,825
	50	18.30	1,464	38,067	18.90	1,512	39,304	19.51	1,561	40,581
	55	18.63	1,490	38,750	19.24	1,539	40,010	19.86	1,589	41,310
	60	18.97	1,518	39,460	19.59	1,567	40,743	20.22	1,618	42,067

16A	10	15.82	1,266	32,914	16.34	1,307	33,984	16.87	1,350	35,088
	15	16.17	1,293	33,624	16.69	1,335	34,717	17.23	1,379	35,845
	20	16.49	1,320	34,307	17.03	1,362	35,422	17.58	1,407	36,574
	25	16.87	1,350	35,096	17.42	1,394	36,237	17.99	1,439	37,414
	30	17.24	1,379	35,858	17.80	1,424	37,024	18.38	1,470	38,227
	35	17.61	1,408	36,621	18.18	1,454	37,811	18.77	1,502	39,040
	40	17.97	1,438	37,383	18.56	1,485	38,598	19.16	1,533	39,853
	45	18.43	1,474	38,330	19.03	1,522	39,575	19.64	1,572	40,862
	50	18.87	1,510	39,250	19.48	1,559	40,525	20.12	1,609	41,842
17	10	16.19	1,295	33,676	16.72	1,337	34,771	17.26	1,381	35,901
	15	16.52	1,322	34,360	17.06	1,364	35,477	17.61	1,409	36,630
	20	16.86	1,349	35,070	17.41	1,393	36,210	17.97	1,438	37,386
	25	17.20	1,376	35,780	17.76	1,421	36,942	18.34	1,467	38,143
	30	17.53	1,402	36,463	18.10	1,448	37,648	18.69	1,495	38,872
	35	17.87	1,430	37,173	18.45	1,476	38,381	19.05	1,524	39,628
	40	18.21	1,457	37,883	18.80	1,504	39,114	19.42	1,553	40,385
	45	18.55	1,484	38,593	19.16	1,533	39,847	19.78	1,582	41,142
	50	18.88	1,511	39,276	19.50	1,560	40,553	20.13	1,610	41,871
18	10	16.77	1,342	34,886	17.32	1,385	36,020	17.88	1,430	37,190
	15	17.11	1,369	35,596	17.67	1,414	36,752	18.24	1,459	37,947
	20	17.45	1,396	36,305	18.02	1,442	37,485	18.61	1,489	38,704
	25	17.80	1,424	37,015	18.37	1,470	38,218	18.97	1,518	39,460
	30	18.12	1,450	37,699	18.71	1,497	38,924	19.32	1,546	40,189
	35	18.47	1,477	38,409	19.07	1,525	39,657	19.69	1,575	40,946
	40	18.81	1,505	39,118	19.42	1,553	40,390	20.05	1,604	41,702
	45	19.14	1,531	39,802	19.76	1,581	41,095	20.40	1,632	42,431
	50	19.48	1,558	40,512	20.11	1,609	41,828	20.76	1,661	43,188
	55	19.82	1,585	41,221	20.46	1,637	42,561	21.13	1,690	43,944
	60	20.15	1,612	41,905	20.80	1,664	43,267	21.48	1,718	44,673

18A	10	16.91	1,353	35,175	17.46	1,397	36,318	18.03	1,442	37,498
	15	17.29	1,383	35,964	17.85	1,428	37,132	18.43	1,475	38,339
	20	17.67	1,414	36,752	18.24	1,459	37,947	18.84	1,507	39,180
	25	18.05	1,444	37,541	18.64	1,491	38,761	19.24	1,539	40,021
	30	18.44	1,475	38,356	19.04	1,523	39,603	19.66	1,573	40,890
	35	18.90	1,512	39,302	19.51	1,561	40,580	20.14	1,611	41,899
	40	19.35	1,548	40,249	19.98	1,598	41,557	20.63	1,650	42,907
	45	19.77	1,581	41,116	20.41	1,633	42,453	21.07	1,686	43,832
	50	20.18	1,615	41,984	20.84	1,667	43,348	21.52	1,721	44,757
19	10	17.37	1,389	36,121	17.93	1,434	37,295	18.51	1,481	38,507
	15	17.71	1,417	36,831	18.28	1,463	38,028	18.88	1,510	39,264
	20	18.04	1,443	37,515	18.62	1,490	38,734	19.23	1,538	39,993
	25	18.38	1,470	38,225	18.97	1,518	39,467	19.59	1,567	40,749
	30	18.72	1,497	38,934	19.33	1,546	40,200	19.95	1,596	41,506
	35	19.06	1,525	39,644	19.68	1,574	40,933	20.32	1,625	42,263
	40	19.39	1,551	40,328	20.02	1,601	41,638	20.67	1,654	42,992
	45	19.73	1,578	41,037	20.37	1,630	42,371	21.03	1,683	43,748
	50	20.07	1,606	41,747	20.72	1,658	43,104	21.40	1,712	44,505
20	10	17.96	1,437	37,357	18.54	1,484	38,571	19.15	1,532	39,825
	15	18.30	1,464	38,067	18.90	1,512	39,304	19.51	1,561	40,581
	20	18.63	1,490	38,750	19.24	1,539	40,010	19.86	1,589	41,310
	25	18.97	1,518	39,460	19.59	1,567	40,743	20.22	1,618	42,067
	30	19.30	1,544	40,144	19.93	1,594	41,448	20.57	1,646	42,795
	35	19.64	1,571	40,853	20.28	1,622	42,181	20.94	1,675	43,552
	40	19.98	1,599	41,563	20.63	1,651	42,914	21.30	1,704	44,309
	45	20.32	1,626	42,273	20.98	1,679	43,647	21.67	1,733	45,065
	50	20.65	1,652	42,957	21.32	1,706	44,353	22.02	1,761	45,794
	55	20.99	1,679	43,666	21.68	1,734	45,086	22.38	1,790	46,551
	60	21.33	1,707	44,376	22.03	1,762	45,818	22.74	1,820	47,308

21	10	18.55	1,484	38,579	19.15	1,532	39,833	19.77	1,582	41,128
	15	18.89	1,511	39,281	19.50	1,560	40,558	20.13	1,611	41,876
	20	19.22	1,538	39,981	19.85	1,588	41,280	20.49	1,639	42,622
	25	19.56	1,565	40,683	20.19	1,616	42,005	20.85	1,668	43,370
	30	19.90	1,592	41,382	20.54	1,643	42,727	21.21	1,697	44,115
	35	20.23	1,619	42,086	20.89	1,671	43,454	21.57	1,726	44,866
	40	20.57	1,646	42,788	21.24	1,699	44,179	21.93	1,754	45,615
	45	20.92	1,674	43,520	21.60	1,728	44,934	22.31	1,784	46,394
	50	21.24	1,700	44,190	21.94	1,755	45,626	22.65	1,812	47,109
	55	21.58	1,726	44,885	22.28	1,782	46,344	23.00	1,840	47,850
60	21.92	1,754	45,593	22.63	1,811	47,075	23.37	1,869	48,605	
22A	10	19.94	1,595	41,482	20.59	1,647	42,830	21.26	1,701	44,222
	15	20.38	1,631	42,397	21.05	1,684	43,774	21.73	1,738	45,197
	20	20.82	1,666	43,311	21.50	1,720	44,719	22.20	1,776	46,172
	25	21.34	1,707	44,379	22.03	1,762	45,821	22.75	1,820	47,310
	30	21.85	1,748	45,446	22.56	1,805	46,923	23.29	1,863	48,448
	35	22.36	1,789	46,516	23.09	1,847	48,028	23.84	1,907	49,589
	40	22.88	1,830	47,583	23.62	1,890	49,130	24.39	1,951	50,727
	45	23.42	1,874	48,717	24.18	1,935	50,300	24.97	1,997	51,935
	50	23.96	1,917	49,847	24.74	1,979	51,467	25.55	2,044	53,140
	23	10	20.38	1,631	42,394	21.04	1,684	43,772	21.73	1,738
15		20.86	1,669	43,388	21.54	1,723	44,798	22.24	1,779	46,254
20		21.34	1,707	44,379	22.03	1,762	45,821	22.75	1,820	47,310
25		21.85	1,748	45,446	22.56	1,805	46,923	23.29	1,863	48,448
30		22.36	1,789	46,516	23.09	1,847	48,028	23.84	1,907	49,589
35		22.88	1,830	47,586	23.62	1,890	49,133	24.39	1,951	50,729
40		23.39	1,871	48,653	24.15	1,932	50,235	24.94	1,995	51,867
45		23.91	1,912	49,723	24.68	1,975	51,339	25.48	2,039	53,008
50		24.42	1,953	50,791	25.21	2,017	52,441	26.03	2,083	54,146

23A	10	20.90	1,672	43,472	21.58	1,726	44,885	22.28	1,782	46,343
	15	21.39	1,711	44,487	22.08	1,767	45,932	22.80	1,824	47,425
	20	21.88	1,750	45,501	22.59	1,807	46,980	23.32	1,866	48,507
	25	22.40	1,792	46,600	23.13	1,851	48,115	23.88	1,911	49,678
	30	22.93	1,834	47,694	23.67	1,894	49,244	24.44	1,956	50,844
	35	23.46	1,877	48,790	24.22	1,938	50,376	25.01	2,001	52,013
	40	23.98	1,919	49,886	24.76	1,981	51,508	25.57	2,045	53,182
	45	24.51	1,961	50,983	25.31	2,025	52,640	26.13	2,090	54,350
	50	25.04	2,003	52,076	25.85	2,068	53,769	26.69	2,135	55,516
25	10	22.36	1,789	46,516	23.09	1,847	48,028	23.84	1,907	49,589
	15	22.88	1,830	47,587	23.62	1,890	49,134	24.39	1,951	50,731
	20	23.39	1,871	48,653	24.15	1,932	50,235	24.94	1,995	51,867
	25	23.91	1,912	49,723	24.68	1,975	51,339	25.48	2,039	53,008
	30	24.42	1,953	50,791	25.21	2,017	52,441	26.03	2,083	54,146
	35	25.01	2,000	52,011	25.82	2,065	53,701	26.66	2,133	55,446
	40	25.59	2,047	53,230	26.42	2,114	54,960	27.28	2,183	56,747
	45	26.22	2,097	54,529	27.07	2,165	56,301	27.95	2,236	58,131
	50	26.84	2,147	55,825	27.71	2,217	57,639	28.61	2,289	59,513
27	10	24.42	1,954	50,792	25.21	2,017	52,442	26.03	2,083	54,147
	15	25.01	2,001	52,017	25.82	2,066	53,707	26.66	2,133	55,453
	20	25.60	2,048	53,242	26.43	2,114	54,972	27.29	2,183	56,759
	25	26.22	2,098	54,544	27.08	2,166	56,316	27.96	2,236	58,147
	30	26.84	2,147	55,820	27.71	2,217	57,634	28.61	2,289	59,507
	35	27.49	2,199	57,173	28.38	2,270	59,031	29.30	2,344	60,949
	40	28.12	2,250	58,500	29.04	2,323	60,401	29.98	2,399	62,364
	45	28.80	2,304	59,904	29.74	2,379	61,851	30.70	2,456	63,861
	50	29.47	2,358	61,307	30.43	2,435	63,300	31.42	2,514	65,357

Exhibit 1

**City of Des Moines Health plan
AFSCME council 61, Affiliated Local 3673**

- The Individual Calendar Year Deductible is \$250.00 per individual and \$500.00 per family.
- The Out-of-Pocket Maximums (which includes your deductible) are \$750.00 per individual or \$1,500.00 per family.
- AMOUNTS THAT DO NOT APPLY TOWARD YOUR DEDUCTIBLE OR OUT-OF-POCKET MAXIMUMS ARE ANY CO-PAYS OR PENALTY CHARGES FOR FAILURE TO COMPLY WITH COST CONTAINMENT REQUIREMENTS

<i>BENEFIT</i>	<i>PREFERRED PROVIDERS</i>	<i>OUT-OF-NETWORK PROVIDERS</i>
Hospital Inpatient Facility <i>Pre-admission Testing</i>	<i>100%</i> <i>100%</i>	<i>70/30 after deductible</i>
Ambulance	<i>90/10 after deductible</i>	<i>70/30 after deductible</i>
Outpatient Hospital Surgical Charges Non-Surgical X-Ray & Lab	<i>90/10 after deductible</i>	<i>70/30 after deductible</i>
Emergency Care Outpatient Physician's Office Hospital Outpatient	<i>\$20 co-pay then 100%</i> <i>\$50 co-pay then 90/10</i>	<i>70/30 after deductible</i> <i>\$75 co-pay then 70/30</i>
Accident Care Outpatient Physician's Office Hospital Outpatient	<i>\$20 co-pay then 100%</i> <i>90/10 after deductible</i>	<i>70/30 after deductible</i>
Physician Services Office Visits Inpatient Hospital Outpatient Hospital Surgical Services	<i>\$20 co-pay then 100%</i> <i>all others 90/10 after deductible</i>	<i>70/30 after deductible</i>
Second Surgical Opinion	<i>100%</i>	<i>100%</i>

Routine Child Care Pediatric Vaccines Well Child Exams	<i>\$20 co-pay then 100%</i>	<i>70/30 after deductible</i>
Allergy Injections	<i>\$20 co-pay then 100%</i>	<i>70/30 after deductible</i>
Eye Exam & Refraction	<i>\$20 co-pay then 100%</i>	<i>70/30 after deductible</i>
Nursing Facility	<i>80% after deductible</i>	<i>80% after deductible</i>
Home Health Care	<i>80% after deductible</i>	<i>80% after deductible</i>
Hospice Care	<i>80% after deductible</i>	<i>80% after deductible</i>
Mental Health Inpatient Treatment Outpatient Hospital Calendar Year Maximum	<i>90/10 after deductible 50% after deductible 51 visits</i>	<i>70/30 after deductible 50% after deductible 51 visits</i>
Substance Abuse Inpatient Treatment Outpatient Hospital Calendar Year Maximum	<i>90/10 after deductible 80% after deductible 51 visits</i>	<i>70/30 after deductible 80% after deductible 51 visits</i>
All Other Covered Charges	<i>80% after deductible</i>	<i>80% after deductible</i>

Prescription Plan

Retail ***\$5.00 Generic - \$20.00 Brand – 30 day supply***
Mail order ***\$10.00 Generic - \$40.00 Brand – 90 day supply***

Dental Expense Coverage

	Deductible	Benefit Percent
Routine Oral Examinations	\$0	100%
Restorative Oral Surgery & Prosthetics	\$25	80%
Major Oral Surgery & Prosthetics	\$25	50%
Orthodontia	\$25	50%
Calendar year maximum benefit	\$1000	

Employees electing family health insurance coverage will contribute five percent (5%) of the difference between the family and single premium per month. For the period beginning January 1, 2007 and ending December 31, 2009, employees electing family coverage will have their contributions reduced by \$17.00 per month.

Employees electing family dental coverage will contribute one dollar (\$1) per month.