

840144



COLLECTIVE BARGAINING AGREEMENT

between

CITY OF ADEL, IOWA

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 234, AFL-CIO

Final

JULY 1, 2010

through

JUNE 30, 2011

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AGREEMENT

This Agreement entered into this first day of July, 2010, by and between the CITY OF ADEL, IOWA, hereinafter referred to as the "Employer," and the International Union of Operating Engineers, Local 234, AFL-CIO, hereinafter referred to as the "Union," represents the complete and final agreement between the Employer and the Union. Throughout this Agreement wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees of the City of Adel including the Street Department, Water Department, Sewer Department, Parks Department and City Hall employees as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 6688, dated November 14, 2003, which excludes all other employees of the City of Adel including those specifically excluded by Iowa Code section 20.4, police and library employees, and City Clerk.

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, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3 EMPLOYER RIGHTS

The Employer shall have, in addition to all powers, duties and rights established by law, the exclusive power, duty, and right, including but not limited to: plan, direct and control the work of its employees; suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; make inspections; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments, and personnel by which operations are to be conducted; to establish production standards; to establish, change, and enforce work schedules; to abolish, create, or change jobs and their duties; to determine the number and times of shifts; and to manage the operation in the traditional manner, is vested exclusively with the Employer. It is agreed that the enumeration above shall not be deemed to exclude other areas not specifically enumerated.

ARTICLE 4
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, boycotting, sit-ins, mass resignations, mass absenteeism, willful absence from one's position, work stoppage, or any activity covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5
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.

ARTICLE 6
GRIEVANCE PROCEDURE AND ARBITRATION

Any matter of dispute that may arise between the Employer and an employee regarding an alleged violation of an expressed provision of this Agreement shall be handled in accordance with the following procedure:

Step 1. An employee, with or without a Union steward present, shall discuss the complaint or problem orally with his/her supervisor within two (2) workdays following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. Within five (5) workdays after the discussion in Step 1, or if no decision has been made, the employee may then present the grievance in writing to his/her supervisor. The grievance shall state the nature of the grievance, shall note the specific clause or clauses allegedly violated, and shall list the facts and witnesses as they know them to be at that time. The supervisor shall respond in writing within five (5) workdays.

Step 3. Within five (5) workdays after the decision in Step 2, or if no timely decision has been made, the employee may then present the written grievance to the Mayor, who shall respond within five (5) workdays. Grievances involving discipline or discharge will start at this step.

Step 4. If not resolved at Step 3, the grievance may be submitted to arbitration within ten (10) workdays after the decision in Step 3, or if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the Mayor. Such notice shall specify the article(s) and section(s) of the Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, the Union will request the Federal Mediation and Conciliation

Service or the Public Employment Relations Board to submit to the parties a list of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Either party may reject one list and request a different list. The rejecting party will pay any costs associated with obtaining the different list. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the Union having the first strike.

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 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 a grievance at Step 1 or Step 2 is not timely answered by the Employer, it may 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 parties are precluded from presenting any facts or witnesses to the arbitrator that were not presented at an earlier step in the grievance procedure. The arbitrator's decision shall be final and binding on all 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 mutual agreement between the Union and the Employer.

If the employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE 7
SENIORITY

Seniority means an employee's length of full-time continuous service with the Employer since their last date of hire.

All new employees shall serve a probationary period of six (6) months. They may be terminated for any reason during the probationary period without recourse to the grievance procedure. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of hire.

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

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Employee is absent from work without notice to the Employer.
- (d) Failure to report for work at the end of a leave of absence.
- (e) Failure to report to work within five (5) workdays after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to Employer records.
- (f) Employee is off work for any reason for twelve (12) months or the length of the employee's seniority, whichever is shorter.
- (g) Employee retires. If a former employee returns from retirement within one (1) year, the break in service shall be removed from their record and the employee's seniority shall be restored minus the period of time off the payroll.

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

ARTICLE 8
LAYOFF AND RECALL

In the event the work force is to be reduced, the Employer agrees to provide affected employees as much advance notice as is administratively practical, but in no case will employees be laid off without at least ten (10) workdays written notice. Probationary employees in the affected job classification shall be terminated prior to any regular full-time or regular part-time employees being laid off. In the event that a layoff is still necessary following the termination of all probationary employees in the affected job class, all regular part-time employees shall next be laid off in their order of job class seniority, with the least senior being the first laid off. In the event that layoff is still

necessary, the regular full-time employee with the least seniority in the job classification affected shall be the first laid off, provided the employee retained can perform the work available.

A regular employee laid off shall have his/her name on the recall list for a period of one year following the date of the layoff, during which period no vacancy in the job classification affected by the layoff may be filled by a new hire until all former employees on the recall list have been offered recall. On recall from layoff, former full-time employees who were laid off will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available, as determined by the Employer. Former part-time employees shall be recalled following the recall of all former full-time employees. Probationary employees have no layoff or recall rights.

Employees to be recalled after being laid off shall be notified five (5) days in advance in writing by notice sent by certified mail, return receipt requested, to the last address shown on the employee's record. Former employees so notified must report for work no later than five (5) workdays following receipt of the recall notice. Failure to return shall result in the former employee being removed from the recall list.

ARTICLE 9 LEAVE

Vacation Leave. Regular full-time employees shall accrue paid vacation leave as follows:

- After one (1) year of full-time continuous service, two (2) weeks
- After five (5) years of full-time continuous service, three (3) weeks
- After fifteen (15) years of full-time continuous service, four (4) weeks
- After twenty-five (25) years of full-time continuous service, five (5) weeks

Regular part-time employees shall accrue paid vacation leave on a pro rata basis.

The scheduling of vacation leave is dependent upon the judgment and discretion of the Employer. In emergency situations, the Employer may require the rescheduling of approved vacation leave when, in his/her judgment, it is necessary. The determination of what constitutes an emergency rests with the Employer. Should an employee suffer monetary loss due to such rescheduling, the Employer shall reimburse the employee for such loss, e.g., non-refundable deposits or transportation rebooking fees. In order to be reimbursed, the employee shall provide the Employer with proof of such loss and that such deposits or purchases were made after the vacation was approved by the Employer.

Upon resignation or termination, an employee shall be paid for all unused vacation left at the time of termination.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

During the first anniversary year of employment, an employee is not eligible to earn paid vacation leave. During subsequent anniversary employment years, regular full-time and regular part-time employees shall earn vacation time based upon straight time hours worked.

Employees will be allowed to carry over up to one years' accrued vacation.

In the event that a holiday falls on a scheduled vacation day, the holiday will not be counted as a vacation day.

Sick Leave. Regular full-time employees shall accrue paid sick leave at the rate of eight (8) hours per month, up to a maximum of nine hundred-sixty (960) hours. Regular part-time employees shall accrue paid sick leave on a pro rata basis.

Sick leave will be paid when the employee is unable to work due to a personal illness or injury. Sick leave may be used for medical, dental and optical appointments when those appointments cannot be made during non-work time. Sick leave shall be granted in a minimum of one (1) hour increments.

Accrued sick leave, not to exceed forty (40) hours per fiscal year, may also be used to provide care and necessary attention to an ill or injured family member. Family member in this instance is defined to be a spouse, a dependent child, a parent, or a relative living in the employee's household.

A medical doctor's written verification of illness or injury may be required by the Employer for substantiation of an illness or injury. The Employer will notify the employee prior to returning to work that a written verification is required.

Sick leave may be used to make up the difference between Workers' Compensation and full pay. Sick leave will not be granted if an employee is injured while gainfully employed by a different employer.

Holiday Leave. Regular full-time employees are eligible for the following paid holidays each year: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and two (2) floating holidays. Regular part-time employees shall be paid pro rata for these holidays based on the number of hours they would normally have been scheduled to work, if any, had the day not been a holiday.

Regular full-time and regular part-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are in paid status. An employee required to work on a recognized paid holiday shall be granted compensatory time off or cash, as provided for in the Overtime article, at the rate of time and one-half (1 1/2) off for all hours worked. Holiday pay will be at the employee's normal pay for the day on which he/she would have been scheduled to work.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each

holiday, unless prior approval has been given for the employee to be on paid leave. An employee on layoff or unpaid leave is not eligible for holiday pay.

Paid holidays falling on Sunday will be observed on Monday. Paid holidays falling on Saturday will be observed on Friday.

Funeral Leave. In the event of the death of a regular full-time or regular part-time employee's spouse, child (step), parent (step), brother (step), sister (step), spouse's parent (step), brother (step), sister (step), sibling's spouse, child's spouse, grandparents, and grandchildren, said employee may be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related activities. One (1) day will be allowed for the funeral of an aunt or uncle and one-half (1/2) day for service as a pallbearer for persons other than listed above.

Military Leave. A full-time employee may be granted a military leave of absence with pay for a period up to thirty (30) days as prescribed by Section 29A.28 of the Code of Iowa. The Employer will pay the difference between the military pay and what the employee would have received if working. Proof of the military pay received shall be submitted upon return to work.

The Employer recognizes an employee's re-employment rights upon return from military leave in accordance with the applicable federal and state laws.

Jury Duty 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 payments received to the Employer. When released from duty during work hours, the employee will report to work immediately unless two (2) hours or less are left in the workday.

Leave Without Pay. The City Administrator may approve unpaid leaves of absence for regular employees who request time off from work and who have no paid leave time available. The City, in establishing policies related to leaves of absence, reserves the sole right to determine if an employee will be granted leave, unless the granting of such leave is mandated by law or by collective bargaining agreement.

As soon as an employee becomes aware of the need to request an unpaid leave, a request must be submitted in writing to the supervisor, setting forth the reason for the leave, the date on which it is requested to begin and the date on which it is requested to end.

Unpaid leave may be granted for a maximum of twelve (12) months, and may be approved for use all at once or on an intermittent basis. If used intermittently, the leave must be in increments of no less than four (4) hours. An employee must use all available vacation leave before being granted unpaid leave. If sick leave is applicable, that must be exhausted, as well.

While on approved unpaid leave, benefits and seniority will not accrue, except that during the first ninety (90) days of approved unpaid leave the City will continue to make its

contribution to employee insurance plans so long as the employee continues, during that period, to pay the employee's share, if any. Thereafter, if the employee wishes to continue insurance coverage and if doing so is allowed by the carrier, he/she will be responsible for both the City's and the employee's share of premiums. Premiums must be paid directly to the City Clerk. Arrangements for the time of payment must be made with the City Clerk prior to the employee going on leave.

If approved, leaves of absence will be granted for specific periods of time. If an employee is unable to return to work at the end of the authorized leave period, an extension must be requested by the same procedure as the original request. Absent an approved extension of leave, if an employee fails to return to work on the date originally approved, he/she will be considered to have voluntarily resigned employment with the City.

ARTICLE 10 HOURS OF WORK AND OVERTIME

The purpose of this Article is 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. Determination of days worked, as well as daily and weekly hours of work, shall be made by the Employer. The Employer will give employees two (2) weeks notice before making a work schedule change. The normal workweek shall consist of forty (40) hours. An employee shall not be scheduled to work more than two weekends a month.

During an employee's normal shift, the Employer will grant thirty (30) minutes unpaid time for lunch and two (2) fifteen (15) minute paid rest periods. The time for the lunch and rest periods will be determined by the Employer.

Overtime. Overtime work must be pre-approved by the supervisor. Overtime shall be at the rate of time and one-half (1 1/2) for hours worked in excess of forty (40) hours in any workweek or eight (8) hours worked in any workday. Should an employee be working on their scheduled day with other employees who are receiving premium pay, the regularly scheduled employee shall receive premium pay. Overtime shall not be paid more than once for the same hours worked. The Employer shall not adjust an employee's normal days worked or hours worked per day to avoid paying overtime. Overtime shall be compensated in cash or compensatory time at the employee's discretion provided, however, an employee may only accumulate up to one hundred-forty (140) hours of compensatory time. The compensatory time accumulation period shall be November 1 through October 31. On October 31, all unused accrued compensatory time shall be paid out, except that an employee may elect to carry forward up to forty (40) hours of compensatory time into the next accumulation period. Overtime will be computed to the nearest half-hour.

Time on paid leave will be considered work time for the purpose of determining overtime.

Water Weekends. An employee schedule to work any water weekend rotation will be allowed 30 days to take off comp-time hours accrued for working the weekend rotation.

Call Back. An employee who is called back to work for any reason or called in to work prior to the normal starting time, other than due to the employee's negligence, shall be compensated a minimum of two (2) hours unless such call back is two (2) hours or less prior to his/her shift, in which case the employee will be paid for actual hours worked at the appropriate rate. This will be granted as compensatory time or cash as provided above. Call back does not apply when an employee is directed to work beyond his/her regular shift.

ARTICLE 11
DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed, written authorization from an employee, which may be revoked in writing at any time in accordance with state law, and the Employer agrees to deduct the regular Union dues of such employee from his/her pay and remit such deduction by the fifteenth day of the succeeding month. Along with the remittance, the Employer will provide the names of employees hired, laid off, suspended or terminated during the month. The Union will notify the Employer in writing of the amount of such membership dues, initiation fees and other uniformly applied Union assessments to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

The request form authorizing monies to be deducted shall be provided by the Union. Union dues will be deducted from each paycheck. The amount will be established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union.

Upon receipt of written authorization from the employee, a standard dollar amount will be deducted from the employee's regular paycheck by the Employer. Thirty (30) calendar days advance notice must be given to the Employer before the first deduction will be made or any change in or discontinuation of the deduction is to be made.

ARTICLE 12
UNIFORMS

The Employer will continue the Uniform policy for the duration of this Agreement that was in effect on July 1, 2004.

ARTICLE 13
INSURANCE

The Employer agrees to provide for each eligible regular full-time employee the following insurances chosen by the City Council: health, dental, short-term disability, long-term disability, term life and AD&D.

The insurances referred to in this Agreement, including coverage and eligibility, shall be the same as that which was in effect as of July 1, 2004. The percentages contributed by the Employer and the employee to the monthly cost of these insurances for employee and dependent coverage shall be the same as that which was in effect as of July 1, 2004 (see Appendix A).

Upon bonafide retirement, Employees who have at least 10 years of service may purchase health insurance from the City at the premium rate the City pays for the health insurance plan selected by the employee for the purpose of continuing health insurance coverage after retirement, providing the insurance provider allows for the option of retiree's coverage. The coverage will remain in force as long as the employee submits payment for the benefit or until the employee is eligible to receive Medicare benefits. Upon retirement to be eligible for this benefit the employee will submit to the City a month's premium and continue to submit the premium on a date mutually agreed upon. If the payment is not submitted by the agreed date the benefit will terminate according to the health provider's rules covering termination of benefits."

ARTICLE 14 WAGES

The base pay of employees covered by this Agreement shall be increased by \$375.00 for the period of July 1, 2010 through June 30, 2011 for cost-of-living adjustment.

The wages and steps are referenced in Appendix B.

New employees may be started at any rate that is less than the 3 Years rate of pay unless advanced qualifications justify a higher rate.

For jobs requiring licenses as a part of the minimum qualifications, new employees will be backed off from the 3 Years rate by at least \$0.50 per level of required license they are lacking. Upon acquisition of the required license(s), the employee will be increased in pay by \$0.50 per level. The rates of pay reflected in this Article for jobs requiring licenses, include the compensation for those licenses. For employees who occupy jobs that do not require a license, see Article 16 for extra pay provisions.

ARTICLE 15 LONGEVITY PAY

Longevity pay shall be granted in accordance with the following schedule:

All longevity payments will be made on the first business day after December 1st of each year in a separate check. Longevity payments will be for a twelve month period and will accrue at the rate of three cents (\$0.03) per hour times years of service for the duration of this agreement period: July 1, 2010 through June 30, 2011.

ARTICLE 16
LICENSE PAY

Extra pay will be added to the base pay of employees acquiring the following licenses beyond those required in the minimum qualifications for the employee's job classification when application of the knowledge, abilities and skills associated with the possession of such license is a job expectation. This pay will be added to the employee's base pay beginning with the pay period following acquisition of the license.

Water Treatment License	\$0.50 per level per hour
Water Distribution License	\$0.50 per level per hour
Wastewater Treatment License	\$0.50 per level per hour
Wastewater Collection License	\$0.50 per level per hour

Extra pay will be included in the base pay of employees acquiring the following licenses when directed to do so by the Employer and application of the knowledge, abilities and skills associated with the possession of such license is a job expectation. This pay will be included in the employee's base pay beginning with the pay period following acquisition of the license.

Pool Operator License	\$0.20 per hour
Pesticide Applicator License	\$0.20 per hour

ARTICLE 17
TRANSFER

When a vacancy occurs or a new position is created and the Employer has determined to fill it, it shall be offered for transfer prior to being filled with a new hire.

The Employer shall post a vacancy announcement for at least five (5) workdays. The job announcement shall specify the title and salary, a summary of the job duties, the normal hours of work and days worked, the qualifications, the manner of application and the date applications must be filed, and any other pertinent information. Announcements shall be posted where eligible employees might reasonably be expected to have access to them.

Employees who request a transfer, if qualified, shall be awarded the job on the basis of qualifications and seniority. If the qualifications of competing employees are reasonably equal, then seniority shall prevail. In the event that the Employer judges that an employee is not qualified for the vacancy, the employee shall be so notified in writing.

A copy of all job announcements and their results shall be sent to the Union.

ARTICLE 18
DURATION

This Agreement shall be effective on July 1, 2010, and shall continue in full force and effect until its expiration on June 30, 2011.

Signed this 9th day of February, 2010.

By: [Signature]
Mayor, City of Adel

By: [Signature]
Business Manager

By: [Signature]
Chair, City Personnel Committee

By: [Signature]
Business Representative

By: [Signature]
City Administrator

By: [Signature]
Bargaining Team Member

APPENDIX A

City of Adel, IA
EFFECTIVE 4-1-10

	SINGLE		EMPLOYEE +SPOUSE		EMPLOYEE + CHILDREN		EMPLOYEE + SPOUSE + CHILDREN	
	ALLIANCE SELECT	BLUE ACCESS	ALLIANCE SELECT	BLUE ACCESS	ALLIANCE SELECT	BLUE ACCESS	ALLIANCE SELECT	BLUE ACCESS
Medical	544.57	508.50	1,115.27	1,041.41	1,030.86	962.60	1,671.27	1560.59
Dental	32.10	32.10	65.48	65.48	68.80	68.80	111.71	111.71
Total Monthly	576.67	540.60	1,180.75	1,106.89	1,099.66	1,031.40	1,782.98	1,672.30
City share monthly	519.00	540.60	1,062.68	996.20	989.69	928.26	1,604.68	1,505.07
Employee share monthly	57.67	0.00	118.07	110.69	109.97	103.14	178.30	167.23
Employee share per pay period	28.84	0.00	59.04	55.35	54.99	51.57	89.15	83.62
Deductible	500/1000	500/1000	500/1000	500/1000	500/1000	500/1000	500/1000	500/1000
Out of Pocket Maximum	1000/2000	1000/2000	1000/2000	1000/2000	1000/2000	1000/2000	1000/2000	1000/2000
Co-Insurance (In Network)	10%	15%	10%	15%	10%	15%	10%	15%
Co-Insurance (Out of Network)	20%	No coverage unless emergency	20%	No coverage unless emergency	20%	No coverage unless emergency	20%	No coverage unless emergency
Office visit co-pay	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Emergency room co-pay	100.00	150.00	100.00	150.00	100.00	150.00	100.00	150.00
Prescription drug plan	10/25/40	10/25/40	10/25/40	10/25/40	10/25/40	10/25/40	10/25/40	10/25/40

APPENDIX B

Wage breakdown under current tentative agreement -
FY11

		Base Rate for FY10	\$375.00 increase	Annual Rate for FY11	Total Wage Package including longevity and certifications	Longevity
Streets	Doug	\$37,627.20	\$375.00	\$38,002.20	\$39,499.80	\$1,497.60 \$ 624.00 + certifications
Water	Chuck	\$36,691.20	\$375.00	\$37,066.20	\$40,186.20	(\$2,496.00)
Parks/Streets	Tony	\$36,171.20	\$375.00	\$36,546.20	\$36,858.20	\$ 312.00
Accounting II	Shelley	\$26,416.00	\$375.00	\$26,791.00	\$27,602.20	\$ 811.20