

LABOR AGREEMENT

Between the

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES UNION, AFL-CIO
LOCAL #1868**

and

THE CITY OF ANKENY

July 1, 2018– June 30, 2023

PREAMBLE

The City of Ankeny, hereinafter referred to as the "Employer", and Local #1868 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", agree as follows:

ARTICLE 1: RECOGNITION

SECTION 1.

The Employer recognized the Union as the sole and exclusive bargaining agent for the purpose of establishing base wages for:

All permanent full-time employees of the City of Ankeny's Public Works Operations Division, Municipal Utilities Water and Wastewater Divisions, Parks Maintenance Division and Golf Course Maintenance Division; but excluding professional employees, office clerical employees, supervisors, Division Administrators, all employees in other departments of the City, and all other excluded by the Act.

The Employer shall not enter into any agreement with Employees in the bargaining unit, individually or collectively, which in any way conflicts with the terms and conditions of this agreement.

ARTICLE 2: MANAGEMENT RIGHTS

SECTION 1.

Except as expressly limited by the terms of this Agreement, the Employer shall have the exclusive power, duty and right to:

1. Establish work rules, performance standards and incentive programs.
2. Determine the type and use of technology.
3. Direct the work of its public employees.
4. Hire, promote, demote, consolidate, transfer, assign and retain public employees in positions within the public agency and to contract out.
5. Suspend or discharge public employees for proper cause.
6. Maintain the efficiency of governmental operation.
7. Relieve public employees from duties because of lack of work or for other legitimate reasons.

8. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
9. Take such actions as may be necessary to carry out the mission of the public employer, and location of facilities.
10. Initiate, prepare, certify and administer its budget.
11. Exercise all powers and duties granted to the public employer by law.

ARTICLE 3: WAGES

SECTION 1. WAGE SCHEDULES.

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A.

Beginning July 1, 2018, employees shall receive a 2.5% COLA.

Beginning July 1, 2019, employees shall receive a 2.5% COLA.

Beginning July 1, 2020, employees shall receive a 2.5% COLA.

Beginning July 1, 2021, employees shall receive a 2.5% COLA.

Beginning July 1, 2022, employees shall receive a 2.5% COLA.

The attached wage schedule will be considered as part of this Agreement. When a new classification is established, the Employer may designate a job classification and restructure the wage schedule as appropriate.

ARTICLE 4: SPECIFIC PURPOSE CLAUSE

SECTION 1. SAVINGS.

Should any provision of this Agreement be found to be inoperative, void or invalid by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision. Should any provision become inoperative as a result of court or other action, the parties agree to negotiate a substitute provision immediately.

SECTION 2. CLOSING OF NEGOTIATIONS.

This agreement covers wages for the contract year beginning July 1, 2018 through June 30, 2023. It is understood by the Union and the Employer that there shall be no re-opening of further negotiations concerning new or additional items during the life of this Agreement unless agreeable by both parties.

SECTION 3. SUCCESSOR.

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed to the detriment of the other party in any respect whatsoever by consolidation, merger, sale, transfer, lease or assignment of either party hereto, or whatsoever by any change of any kind of the ownership of or management of either party hereto or of any separable, independent segment of either party hereto.

SECTION 4. EXCLUSIVENESS OF AGREEMENTS.

This Agreement shall contain all of the covenants, stipulations and provisions agreed upon by the parties. Therefore, for the life of this Agreement, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the execution of this Agreement or which may have been omitted in the bargaining which led up to the execution of this Agreement, except by mutual agreement of the parties.

ARTICLE 5: TERMINATION

This Agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent by both parties.

This Agreement shall be effective as of July 1, 2018, and shall be binding upon the Employer and the Union and its members, and shall remain in full force and effect through June 30, 2023.

The Agreement shall remain in full force and effect during the period of negotiations.

APPENDIX A

CITY OF ANKENY, IOWA--AFSCME UNION

WAGE SCHEDULE

| Grade | Department | Job Title |
|-------|----------------------|-----------------------------------|
| A06 | Municipal Utilities | Utilities Operator Assistant |
| A07 | Parks and Recreation | Groundskeeper |
| A07 | Parks and Recreation | Park Maintenance Technician I |
| A07 | Public Works | Equipment Operator |
| A08 | Municipal Utilities | Utilities Operator I |
| A08 | Parks and Recreation | Mechanic--Golf Course |
| A09 | Parks and Recreation | Park Maintenance Technician II |
| A09 | Public Works | Mechanic |
| A09 | Public Works | Traffic Technician |
| A09 | Parks and Recreation | Facilities Maintenance Technician |
| A10 | Municipal Utilities | Utilities Operator II |
| A11 | Parks and Recreation | Lead Park Maintenance Technician |
| A11 | Municipal Utilities | Utilities Operator III |
| A11 | Public Works | Lead Equipment Operator |
| A11 | Public Works | Lead Mechanic |
| A13 | Public Works | Lead Traffic Technician |

| FY2019 | 1 | 2 | 3 | 4 | 5 | 6 |
|--------|--------|--------|--------|--------|--------|--------|
| A06 | 42,618 | 44,749 | 46,986 | 49,335 | 50,815 | 52,339 |
| Hourly | 20.489 | 21.514 | 22.589 | 23.719 | 24.430 | 25.163 |
| A07 | 44,988 | 47,237 | 49,599 | 52,079 | 53,641 | 55,250 |
| Hourly | 21.629 | 22.710 | 23.846 | 25.038 | 25.789 | 26.563 |
| A08 | 47,352 | 49,720 | 52,206 | 54,816 | 56,460 | 58,154 |
| Hourly | 22.765 | 23.904 | 25.099 | 26.354 | 27.144 | 27.959 |
| A09 | 49,715 | 52,201 | 54,811 | 57,552 | 59,279 | 61,057 |
| Hourly | 23.901 | 25.097 | 26.351 | 27.669 | 28.500 | 29.354 |
| A10 | 52,081 | 54,685 | 57,419 | 60,290 | 62,099 | 63,962 |
| Hourly | 25.039 | 26.291 | 27.605 | 28.986 | 29.855 | 30.751 |
| A11 | 54,446 | 57,168 | 60,026 | 63,027 | 64,918 | 66,866 |
| Hourly | 26.176 | 27.485 | 28.859 | 30.301 | 31.211 | 32.147 |
| A13 | 59,683 | 62,667 | 65,800 | 69,090 | 71,163 | 73,298 |
| Hourly | 28.694 | 30.128 | 31.635 | 33.216 | 34.213 | 35.239 |

| FY2020 | 1 | 2 | 3 | 4 | 5 | 6 |
|---------------|----------|----------|----------|----------|----------|----------|
| A06 | 43,683 | 45,867 | 48,160 | 50,568 | 52,085 | 53,648 |
| Hourly | 21.001 | 22.051 | 23.154 | 24.312 | 25.041 | 25.792 |
| A07 | 46,113 | 48,419 | 50,840 | 53,382 | 54,983 | 56,632 |
| Hourly | 22.170 | 23.278 | 24.442 | 25.664 | 26.434 | 27.227 |
| A08 | 48,536 | 50,963 | 53,511 | 56,187 | 57,873 | 59,609 |
| Hourly | 23.335 | 24.501 | 25.726 | 27.013 | 27.824 | 28.658 |
| A09 | 50,958 | 53,506 | 56,181 | 58,990 | 60,760 | 62,583 |
| Hourly | 24.499 | 25.724 | 27.010 | 28.361 | 29.212 | 30.088 |
| A10 | 53,383 | 56,052 | 58,855 | 61,798 | 63,652 | 65,562 |
| Hourly | 25.665 | 26.948 | 28.296 | 29.711 | 30.602 | 31.520 |
| A11 | 55,807 | 58,597 | 61,527 | 64,603 | 66,541 | 68,537 |
| Hourly | 26.830 | 28.172 | 29.580 | 31.059 | 31.991 | 32.950 |
| A13 | 61,175 | 64,234 | 67,446 | 70,818 | 72,943 | 75,131 |
| Hourly | 29.411 | 30.882 | 32.426 | 34.047 | 35.069 | 36.121 |
| | | | | | | |
| FY2021 | 1 | 2 | 3 | 4 | 5 | 6 |
| A06 | 44,775 | 47,014 | 49,365 | 51,833 | 53,388 | 54,990 |
| Hourly | 21.526 | 22.603 | 23.733 | 24.920 | 25.667 | 26.438 |
| A07 | 47,266 | 49,629 | 52,110 | 54,716 | 56,357 | 58,048 |
| Hourly | 22.724 | 23.860 | 25.053 | 26.306 | 27.095 | 27.908 |
| A08 | 49,749 | 52,236 | 54,848 | 57,590 | 59,318 | 61,098 |
| Hourly | 23.918 | 25.113 | 26.369 | 27.688 | 28.518 | 29.374 |
| A09 | 52,232 | 54,844 | 57,586 | 60,465 | 62,279 | 64,147 |
| Hourly | 25.112 | 26.367 | 27.686 | 29.070 | 29.942 | 30.840 |
| A10 | 54,718 | 57,454 | 60,327 | 63,343 | 65,243 | 67,200 |
| Hourly | 26.307 | 27.622 | 29.003 | 30.453 | 31.367 | 32.308 |
| A11 | 57,202 | 60,062 | 63,065 | 66,218 | 68,205 | 70,251 |
| Hourly | 27.501 | 28.876 | 30.320 | 31.836 | 32.791 | 33.775 |
| A13 | 62,704 | 65,839 | 69,131 | 72,588 | 74,766 | 77,009 |
| Hourly | 30.146 | 31.653 | 33.236 | 34.898 | 35.945 | 37.024 |
| | | | | | | |
| FY2022 | 1 | 2 | 3 | 4 | 5 | 6 |
| A06 | 45,894 | 48,189 | 50,598 | 53,128 | 54,722 | 56,364 |
| Hourly | 22.064 | 23.168 | 24.326 | 25.542 | 26.309 | 27.098 |
| A07 | 48,448 | 50,870 | 53,414 | 56,085 | 57,768 | 59,501 |
| Hourly | 23.292 | 24.457 | 25.680 | 26.964 | 27.773 | 28.606 |
| A08 | 50,993 | 53,543 | 56,220 | 59,031 | 60,802 | 62,626 |
| Hourly | 24.516 | 25.742 | 27.029 | 28.380 | 29.232 | 30.109 |
| A09 | 53,538 | 56,215 | 59,026 | 61,977 | 63,836 | 65,751 |
| Hourly | 25.739 | 27.026 | 28.378 | 29.797 | 30.690 | 31.611 |
| A10 | 56,086 | 58,890 | 61,835 | 64,927 | 66,875 | 68,881 |
| Hourly | 26.964 | 28.313 | 29.728 | 31.215 | 32.151 | 33.116 |
| A11 | 58,632 | 61,564 | 64,642 | 67,874 | 69,910 | 72,007 |
| Hourly | 28.188 | 29.598 | 31.078 | 32.632 | 33.611 | 34.619 |
| A13 | 64,272 | 67,486 | 70,860 | 74,403 | 76,635 | 78,934 |
| Hourly | 30.900 | 32.445 | 34.067 | 35.771 | 36.844 | 37.949 |

| FY2023 | 1 | 2 | 3 | 4 | 5 | 6 |
|--------|--------|--------|--------|--------|--------|--------|
| A06 | 47,041 | 49,393 | 51,863 | 54,456 | 56,090 | 57,773 |
| Hourly | 22.616 | 23.747 | 24.934 | 26.181 | 26.966 | 27.775 |
| A07 | 49,659 | 52,142 | 54,749 | 57,486 | 59,211 | 60,987 |
| Hourly | 23.875 | 25.068 | 26.322 | 27.638 | 28.467 | 29.321 |
| A08 | 52,268 | 54,881 | 57,625 | 60,506 | 62,321 | 64,191 |
| Hourly | 25.129 | 26.385 | 27.704 | 29.089 | 29.962 | 30.861 |
| A09 | 54,876 | 57,620 | 60,501 | 63,526 | 65,432 | 67,395 |
| Hourly | 26.383 | 27.702 | 29.087 | 30.541 | 31.458 | 32.401 |
| A10 | 57,488 | 60,362 | 63,380 | 66,549 | 68,545 | 70,601 |
| Hourly | 27.638 | 29.020 | 30.471 | 31.995 | 32.954 | 33.943 |
| A11 | 60,098 | 63,103 | 66,258 | 69,571 | 71,658 | 73,808 |
| Hourly | 28.893 | 30.338 | 31.855 | 33.448 | 34.451 | 35.485 |
| A13 | 65,879 | 69,173 | 72,632 | 76,264 | 78,552 | 80,909 |
| Hourly | 31.673 | 33.256 | 34.919 | 36.665 | 37.765 | 38.899 |

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective chief negotiators and their signatures placed thereon, all on this 15TH day of January, 2018 at Ankeny, Iowa.

**LOCAL #1868 OF THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO**

By _____
Matt Butler, Union Representative, AFSCME 61

By _____
Todd Copely, Union President, AFSCME 61

CITY OF ANKENY

By _____
David A Jones, City Manager

By _____
Gary Lorenz, Mayor