

AGREEMENT
BETWEEN
CITY OF FORT MADISON, IOWA
AND
PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES
LOCAL 2003
INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES
POLICE DEPARTMENT

JULY 1, 2021

TO

JUNE 30, 2024

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PREAMBLE

THIS AGREEMENT IS ENTERED INTO BY THE CITY OF FORT MADISON, IOWA, (hereinafter called Employer), AND THE PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES, LOCAL 2003, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES (hereinafter called Union).

ARTICLE 1

RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the City in the following bargaining unit pursuant to Order of Certification dated October 30, 1978 in PERB Case 1214, as amended, to-wit:

All employees of the City of Fort Madison Police Department including all Police Officers and Sergeants, but excluding Captains, Detective Supervisor, Assistant Chief, Chief, all Department non-sworn employees, and all others excluded under Section 4 of the Act.

ARTICLE 2

INTENT AND PURPOSE

Section 1. The Employer, the Union, and the employees, recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City.

Section 2. The Employer, the Union, and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, in order to assure the effective and efficient operation of the City.

ARTICLE 3

DEFINITIONS

Section 1. ACT is the Iowa Public Employment Relations Act as it may be amended from time to time.

Section 2. ANNIVERSARY DATE is the anniversary of the calendar date of the employee's last date of hire.

Section 3. BARGAINING UNIT is the bargaining unit recognized by the employer and defined in Article 1, Recognition, Section 1 hereof.

Section 4. CITY is the City of Fort Madison, Iowa.

Section 5. PERB is the Iowa Public Employment Relations Board.

Section 6. A REGULAR EMPLOYEE is an employee, other than a temporary employee or a part-time employee, who has completed the probationary period.

Section 7. PROBATIONARY EMPLOYEES

- A. CIVIL SERVICE EMPLOYEES - with regard to civil service employees, a probationary employee is an employee who has not successfully completed training at the Iowa Law Enforcement Academy or another training facility certified by the director of the Iowa Law Enforcement Academy before the initial appointment as a police patrol officer, and further include a period of up to nine months commencing with the date of initial appointment as a police patrol officer. If the employee has not successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the law enforcement academy before initial appointment as a police patrol officer, the probationary period shall commence with the date of initial employment as a police patrol officer and shall continue for a period of up to nine months following the date of successful completion of training at the Iowa Law Enforcement

Academy or another training facility certified by the director of the Iowa Law Enforcement Academy. A police patrol officer transferring employment from one jurisdiction to another shall be employed subject to a probationary period of up to nine months.

During the probationary period, such employee may be removed or discharged from such position without cause or the right to grievance. Commencing on the first day of the first full calendar month of employment, the probationary employee, if eligible, shall be covered under the group health insurance provided by the Employer. Funeral leave and compensatory time off are available for use during probation. All other benefits shall accrue during the probationary period, but shall not be available for use by the employee until the successful completion of the Iowa Law Enforcement Academy and field training program as prescribed by the Department.

- B. PROMOTIONAL PROBATIONARY PERIOD – all promotional appointments shall be subject to a probationary period of six (6) months’ continuous service, which period shall be utilized for closely observing the promoted employee’s work and for securing the effective adjustment of the promoted employee in the new position. Promoted employees whose performance during the probationary period is unsatisfactory to the Employer may be returned to the position previously held without loss of seniority. At least two (2) weeks prior to the expiration of the probationary period, the Employer shall make the final determination and shall give written notice of rejection or of permanent promotion to the employee. The decision of the Employer during the probationary period shall be final without the right of appeal or grievance.

Section 8. PART-TIME EMPLOYEE – is any person within the bargaining unit employed by the Employer on a continuing part-time basis i.e., working less than forty (40) hours per week.

Section 9. A TEMPORARY EMPLOYEE – is any person employed by the Employer on a full-time or part-time basis for a particular purpose not anticipated by the Employer to extend for a period of more than one hundred twenty (120) days.

Section 10. Part-time employees shall receive benefits as specified in individual Articles of this Agreement.

Section 11. “Chief” when used hereunder includes the designated representative of the Chief of Police.

Section 12. BASE WAGE – The fixed dollar amount shown in Appendix A to be paid to an employee prior to any additions for longevity, education, or other stipends that may be calculated into a net hourly rate.

ARTICLE 4

CIVIL SERVICE

Section 1. In all matters involving hiring, promotions, demotions, layoffs, suspensions and discharges, the parties agree that, for sworn police officers, these matters are under the jurisdiction of Chapter 400, Civil Service, and agree to follow the provisions of such Chapter as amended.

ARTICLE 5

SENIORITY

A. CIVIL SERVICE EMPLOYEES

Section 1. In all matters involving seniority the parties agree that, for sworn police officers, these matters are under the jurisdiction of Chapter 400, Civil Service.

Section 2. The Union shall be furnished with a Civil Service seniority list of all employees covered by this agreement within thirty (30) days of July 1 of each year. The list shall be posted on all bulletin boards in the workplace.

ARTICLE 6

PROCEDURE FOR STAFF REDUCTION

A. CIVIL SERVICE EMPLOYEES

Section 1. In all matters involving staff reduction the parties agree that, for sworn police officers, these matters are under the jurisdiction of Chapter 400, Civil Service.

ARTICLE 7

HOURS OF WORK

Section 1. The Employer shall establish and post the hours of work within groups and shifts as determined by it to best provide the service to be rendered and to accommodate the public being served. The hours as posted shall set forth the normal workday, workweek and work schedule but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule.

Section 2. The Employer may have to revise work schedules for the Department in order to meet a change in operational requirements. The Employer shall provide the employees and the Union with at least one pay period's notice of any such change, except in an emergency, or except as otherwise agreed between the officer and management.

Section 3. The normal workday and work schedule for officers shall commence at 7:00 AM on Monday at the beginning of each two-week pay period and conclude at 6:59 AM Monday.

Section 4. The normal workday and work schedule for police officers shall commence on a date to be set by the employer and shall consist of two (2) watches followed by two (2) days off, three (3) watches followed by two (2) days off, and two (2) watches followed by three (3) days off. A normal watch shall consist of twelve hours except that one (1) eight (8) hour watch shall be normally scheduled within each two (2) week pay period to equal eighty (80) hours.

Section 5. It is permissible for all employees within the same job classification to trade shifts anytime within the same payroll period. Trades shall not affect overtime regarding the maximum number of hours worked in any payroll period, and all hours worked shall be paid at the straight time rate of pay. All trades must have the prior approval of a supervisor prior to the time of the traded shift. All trades must be documented on both employees' time sheets. Occasional shift trades shall not affect the seniority status of officers normally assigned to a particular watch as it applies to supplemental pay for performing at a higher job classification described in Article 9.

Section 6.

- a. An employee requesting the use of leave time shall provide the employer with 72 hours' notice prior to the date of the time to be used, to ensure coverage is available. No request shall be honored if the employee does not have sufficient hours accumulated on the posted record from the finance department.

b. The use of benefit time may be reasonably refused if staffing levels are inadequate to honor the request. At the employer's discretion, it may on occasion backfill all or portions of a request using overtime assignments, but in doing so does not establish a past practice requiring this in all similar circumstances. A leave request using compensatory time (earned hours), if necessary, the City shall backfill the absence, if such a person is available.

c. Employees shall submit their requests for leave as prescribed by the employer's system and are to receive a response within the 72 hours as stated in Section 1. It is the employee's responsibility to confirm that the schedule has been updated to reflect the time off before taking leave.

d. Notice requirements under this section may be waived by approval of the Chief in unforeseen circumstances.

ARTICLE 8

OVERTIME

A. OVERTIME

Section 1. Overtime shall be defined as any hours worked properly authorized or approved by the Employer in excess of the employee's normal work schedule or normal watches. Employees shall complete a request for compensation and submit it to the then on-duty shift supervisor for approval prior to the end of the shift wherein overtime was worked.

Authorized overtime work shall be accounted in the increments is listed below:

- From 6 to 15 minutes-.25 hour
- 16 to 30 minutes-.50 hour
- 31 to 45 minutes-.75 hour
- 46 to 60 minutes- 1. hour

Section 2. Compensation shall not be paid twice for the same hours, nor shall there be any pyramiding of overtime. An employee may not normally work while using scheduled benefit time off, except during times of sudden or serious needs of the department. It will be the employee's option whether to receive overtime pay compensation, or to credit back to their account the unused leave at its equal (straight) amount for the time worked.

Section 3. Employees shall be required to work such overtime, as the Employer requires. Overtime will not be used as a disciplinary tool, either to punish employees or to reward employees. A part-time or temporary employee shall not be given the opportunity to earn overtime before a regular or probationary employee, provided that, this limitation shall not apply in the situation where a part-time or temporary employee stays over and works overtime or is called in early for working overtime prior to a regular shift. In order to preserve this agreement, employees must provide off-duty contact information, and willingly accept overtime assignments as needed.

Section 4. Overtime will be compensated at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay for all hours worked after twelve (12) hours in a twenty-four hour period. Employees who are required to work on their normal day off will be paid overtime at the above rate for all hours worked on that day. Sick leave shall not count as hours worked when computing overtime. Overtime shall be computed on the nearest one-quarter (1/4) hour for payment

Section 5. A part-time employee shall receive overtime at the rate of one and one-half (1 1/2) times the employee's regular straight time rate of pay for all hours worked after twelve (12) hours per day or after forty (40) hours per week, and it shall be computed as in Section 4 above.

Section 6. The department work schedule will be recorded in a manner as prescribed by the employer, and except for unanticipated overtime, shall accurately project all hours to be compensated. Employees failing to appear for duty as scheduled shall be subject to disciplinary action.

Section 7. Compensation is made for only verifiable hours worked. Online training, conferences, meetings, and court testimony shall normally take place at the Department if claims are to be made. Offsite activity may qualify if the hours and member attendance are recorded by the officiant and provided to the Employer.

Section 8. Field Training Officers shall receive one (1) hour of overtime pay per shift while training new recruits.

B. CALL-BACK TIME

Section 1. An employee who is called back to the Police Station by the Employer shall be paid a minimum of three (3) hours pay at the overtime rate, unless such callback is three (3) hours or less prior to the employee's regular shift. The minimum does not apply when an employee is ordered to work beyond the employee's regular shift.

C. COURT TIME

Section 1. An employee required to physically appear for Court during off duty hours shall be paid for verified actual time spent, with a minimum of three (3) hours pay at the overtime rate, unless the Court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event, the employee is paid for actual time spent.

In the event an officer appears electronically in a court proceeding during off duty hours, without physical appearance required, the officer shall be paid for verified actual time spent, with a minimum of one (1) hours pay at the overtime rate, unless the Court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event, the employee is paid for actual time spent.

Section 2. Court time must be authorized or approved by the Shift Commander and is only payable when the employee is required to testify in a criminal or civil matter for the Employer, or in a criminal matter for another law enforcement agency when directed to do so by the Employer.

D. COMPENSATORY TIME

Section 1. An employee may choose compensatory time off in lieu of payment for holiday pay and overtime under the following conditions.

Section 2. An employee desiring compensatory time off rather than payment shall so notify the Chief in writing prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made.

Section 3. The Employer shall keep a record of any compensatory time, which an employee has earned or used, and the employee may request to see such record at any reasonable time.

Section 4. Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have been paid. If an employee is entitled to an hour of pay at the regular straight time rate but chooses compensatory time, the employee will be credited with one (1) hour of such time. If an employee is entitled to an hour of pay at the overtime rate, but chooses compensatory time, the employee will be credited with one and one-half (1 1/2) hours of such time.

Section 5. Compensatory time off will be granted at the time selected by the employee, so long as it does not conflict with the operation of the Employer, and is approved in writing by the Chief.

Section 6. It is the policy of the Employer to require that compensatory time be used as soon as reasonably possible after it is earned. The maximum amount of compensatory time is fifty (50) hours. An employee may not earn anymore compensatory time after reaching the maximum.

E. TRAINING/MEETING TIME

Section 1. An employee who is scheduled in advance for training or meetings outside of shift hours by the Employer shall be paid at the regular overtime rate for actual hours worked.

ARTICLE 9

JOB CLASSIFICATION

Section 1. In the event that an employee is assigned to a higher or lower job classification on a temporary basis, charged with requirements outside of the employee's routine or incidental activities, said employee shall receive his own pay or the pay designated for such other classification in which the employee is temporarily serving, whichever is higher, provided that:

a) Any employee performing the role of Officer-In-Charge (OIC) during the absence of a captain and sergeant, shall be entitled to compensation at the sergeant's rate for each full day worked in that capacity.

b) Sergeants are expected to routinely fulfill managerial duties in the absence of a captain and shall only be entitled to a change in compensation if the vacancy is to exceed 1040 work hours in a fiscal year.

ARTICLE 10

HOLIDAYS

Section 1. The following days are designated as holidays, to wit: New Year's Day (January 1), President's Day (third Monday in February), the Friday before Easter, Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11), Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day (December 25) and any additional holiday which may be so designated in writing by the Council.

Section 2. The holiday shall be observed on the respective date set out above unless the Employer shall designate a different day in which the holiday is to be observed. For employees who do not work on a twenty-four (24) hours shift rotating basis, if one of the above holidays falls on a Sunday the employee will be given the Monday off and if one of the holidays falls on Saturday the employee will be given the previous Friday off, unless employer shall designate a different date on which the holiday is to be observed. The holiday shall begin at 7 o'clock a.m. on the day of the holiday and shall end at 7 o'clock a.m. twenty-four (24) hours later.

Section 3. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

Section 4. Eligible employees whose normal work schedule falls outside of a designated holiday shall be paid eight (8) hours of pay at the employee's current hourly straight time rate. Employees who are scheduled to work, but are not working, shall be paid eight (8) hours holiday pay at the employee's straight time rate.

Section 5. Eligible employees who work any of the holidays listed above (e.g. the holiday hours as defined above) shall receive 2.5 times the employee's current hourly straight time rate for all hours worked.

Section 6. If a holiday occurs during the employee's vacation, then the number of days counted against vacation shall be decreased by the number of holidays occurring during the vacation period, however, an employee shall not receive any additional pay for such holiday.

ARTICLE 11

VACATIONS

Section 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be earned by employees after continuous service pursuant to the following schedule:

- a) During the first through fourth year of employment, eighty (80) hours.
- b) During the fifth through twelfth year of employment, one hundred twenty (120) hours.
- c) During the thirteenth through nineteenth year of employment, one hundred sixty (160) hours.
- d) During the twentieth and every year thereafter, two hundred (200) hours.

Vacations will be earned on a bi-weekly basis, one-twenty sixth (1/26) of the vacation being earned each bi-weekly payroll period, except that no vacation will be granted or paid during the first year of employment until the employee has completed the entire year's service. New employees hired after June 30, 2013, will not be eligible for the two hundred (200) hours provision of section 1, d.

Section 2. The vacation year will be the individual employee's anniversary date. Accordingly:

- a) All vacation earned can be taken at any time subject to Section 3 of this Article but must be taken by the end of the employee's anniversary year following the anniversary year during which the vacation was earned. An employee may choose, with the Chief's written permission, to accrue vacation above the total annual vacation earned but at no time will earned vacation exceed three (3) weeks above the normal annual vacation earnings for each employee.
- b) No employee shall be entitled to vacation pay in lieu of vacation. However, an employee who terminates employment shall receive any vacation earned in a lump sum payment for the years prior to the employee's last anniversary date and not previously taken; and employee who voluntarily terminates giving two (2) weeks working notice to the Employer, dies or retires, shall receive in a lump sum payment any vacation earned during the employee's current anniversary year and not previously taken. An employee who involuntarily terminates employment will be given a lump sum payment for any vacation earned.

Section 3. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer.

Section 4. In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

ARTICLE 12

LEAVES OF ABSENCE

A. SICK LEAVE

Section 1. Sick leave shall be used for disabling or confining personal illness or injury, not including on the job injury or disability, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different Employer, unless the other Employer is utilizing the employee in an enforcement capacity. A probationary employee will not be allowed to use sick leave benefits until six (6) months of the probationary period is successfully completed, at which time the employee will be credited with any leave earned during said probationary period.

Section 2. Each employee shall be granted twelve (12) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of one thousand (1,000) working hours.

The employee may use up to thirty-six (36) hours per contract year as family sick leave, if the medical condition of the employee's parent, step-parent, spouse, child, or step-child, requires the physical presence of the employee or undergoes an inpatient surgical procedure requiring hospitalization. The city may require medical documentation of the same consistent with past practice. The employee working 12 hour shifts may use up to thirty-six (36) hours per contract year as family sick leave. If the employee is assigned to 8 hour shifts the employee will be allowed twenty-four (24) hours per contract year as family sick leave.

Section 3. Employees shall submit a physician's excuse if absent three (3) consecutive working days due to illness or injury. The Employer reserves the right to require a physician's signature for any absence due to sickness. Misuse of sick leave or misrepresentation in connection therewith shall constitute cause for discipline.

Section 4. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 5. Except as provided in Section 9, no employee is entitled to compensation for unused sick leave time.

Section 6. An employee may use sick leave to the extent it is available to supplement any payment received for an on the job injury for the Employer. If an employee elects in writing to use sick leave in any period for which an employee is receiving workers' compensation benefits for an on the job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly Compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period as sick leave under this contract. During the statutory waiting period, an employee may elect in writing to use sick leave to the extent it is available. Any amount paid to an employee under this section shall be chargeable against the employee's sick leave.

An employee who is injured while performing assigned duties and is entitled to benefits under the provisions of the Worker's Compensation Act, may elect to, in writing, use accrued sick leave in the amount necessary to offset the difference in pay between the Worker's Compensation payment and the employee's regular straight time take home pay for that period. Take home pay is defined as Gross pay for the period less FICA, IPERS, and Federal and State withholding deductions. In no event will total weekly net compensation exceed what the employee would have received had the employee been at work that week. In the event an on the job injury or disability, the employee must report the same to the Employer immediately, and must cooperate with the Employer by providing relevant information pertaining to the occurrence.

Section 7. Sick leave benefits will be paid at the employee's regular straight time rate within his regular job classification.

Section 8. A holiday for which an employee is entitled to holiday pay shall be paid as a holiday and not as a day of sick leave.

Section 9. An employee shall be paid all unused and accumulated sick leave up to four hundred (400) hours upon regular retirement if the employee has twenty (20) or more years of service. The value of the sick leave will be calculated by dividing the employee's average compensation as used in the retirement formula by 2080 to arrive at an hourly rate and then multiply this hourly rate by the number of hours, four hundred (400) maximum, standing to the employee's credit.

B. BEREAVEMENT LEAVE

Section 1. In case of the death of a spouse or child, the employee will be granted five (5) full days of paid leave, which may be taken at any time commencing with the death of the spouse or child (including step child).

Section 2. In the case of death in the immediate family, an employee who has had six (6) months of continuous employment will be granted not to exceed three (3) full days of paid leave in order to attend the funeral. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral. Immediate Family is defined as parent (including a step parent), or the spouse's parent (including step parent).

Section 3. In case of death in the family, an employee who has had six (6) months of continuous employment will be granted not to exceed two (2) full days of paid leave in order to attend the funeral. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral. "Family" is defined as grandparents (employee's or spouses), sisters, brothers, sister-in-laws, brother-in-laws, son-in-law, daughter-in-law, spouse's sisters or brothers, spouse's sister or brother-in-laws, grandchild (including step grandchildren). Also, any other relative living in the employee's household.

Section 4. In the event that any employee requires additional time off from work in order to attend the funeral; the employee may, with the written approval of the employer, be given additional time off from work without pay so that the total amount of paid leave and unpaid leave does not exceed a total of five (5) working days, or, in the case of a spouse or child a total of eight (8) working days.

C. VOTING LEAVE

Section 1. An employee required to work for all of the hours during which the polls are open on an Election Day shall be given sufficient time off to vote, not to exceed one hour.

D. LEAVE OF ABSENCE WITHOUT PAY

Section 1. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been recommended by the Chief and approved in writing by the Employer. The employee will be given a copy of the authorization.

Section 2. Upon termination of any such leave of absence the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick, vacation or other leave.

Section 3. In the event an employee fails to return to work at the end of any such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave, provided that an exception may be made at the discretion of the Employer.

Section 4. During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll;
- b) must pay premiums for coverage under any group life insurance plan; and
- c) shall not receive any other job benefits during the period of absence.

The Employer may make exceptions to any of the above conditions (a-c) for leaves not exceeding thirty (30) days.

E. PERSONAL DAYS

Section 1. Police officers shall be entitled to three work days off to be used at any time during the contract year, provided that the employee must request the time off and obtain permission of the supervisor. Personal days (hours) must be used in four (4) hourly increments, but cannot be carried over beyond the fiscal year.

Section 2. New employees hired between July 1st and September 30th shall receive three (3) days of personal leave. New employees hired between October 1st and December 31st shall receive two (2) days of personal leave. New employees hired on January 1st through March 31st shall receive one (1) day of personal leave.

F. MATERNITY LEAVE

Section 1. An employee who becomes pregnant may elect to use accrued sick pay and accrued vacation without loss of seniority or take a leave of absence without pay without loss of seniority or accumulated benefits. If the employee chooses a leave of absence without pay then the provision of Article 15D, Section 1 through 4 will apply.

Section 2. The employee will be allowed to work as long as she is capable of performing the regular duties of her job, subject to her physician's statement to that effect.

Section 3. When the employee is ready to return to work she must have a physician's statement to that effect.

ARTICLE 13

HEALTH AND SAFETY

Section 1. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section 2. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer is fulfilling state and federal requirements relating thereto.

Section 3. The employee shall observe and follow all regulations established by the Employer relating to health and safety, and relating to the protection of the Employer's property. The employee shall follow established procedures for reporting occupational injuries and the failure of the employee to comply with these provisions may result in nonpayment of related medical services by the Employer.

Section 4. Each sworn officer may elect to have an annual physical examination. The Employer will reimburse each sworn officer up to a maximum of \$75.00 for any costs not covered by health insurance for such physical examination. Upon an employee reaching the age of 50 years, the Employer shall pay up to a maximum of \$100.00 for any cost not covered by health insurance for such physical examination.

Employees claiming such reimbursement must present proof of payment to receive the reimbursement. A written report of the medical examination shall be provided to the Employer. Each employee agrees to sign whatever waivers are necessary in order to allow the written report of the medical examination to be forwarded to the Chief for insertion in the employee's personnel file.

ARTICLE 14

UNIFORM AND EQUIPMENT

Section 1. The Employer shall provide an original issue of clothing and equipment for all police officers. The Employer shall also provide an annual allowance of one thousand one hundred seventy-five dollars (\$1175.00) for police officers. All allowances shall be payable each year by July 15th. Police officers are responsible for replacing uniforms, leather gear and flashlights after the initial issuance. The Employer will replace uniforms and/or equipment (protective vests, handcuffs, radios, handguns, and asbaton) damaged in the line of duty, or as needed. The Chief of Police must approve all styles of clothing prior to their use.

ARTICLE 15

INSURANCE

A. HEALTH INSURANCE

Section 1. Effective January 1, 2013, the Employer shall provide a group health and accident insurance policy for each full-time employee and his or her family dependents substantially similar to the current plan, which shall provide a \$750.00 single and a \$1,500.00 family deductible, maximum out-of-pocket single of \$1,500.00, maximum out-of-pocket family of \$3,000.00, 10% of co-insurance within the provider network and 30% co-insurance outside of the network, a drug card of \$10/\$30/\$50 co-pay.

Section 2. The Employee shall pay **zero (0%)** of the single coverage premium. For 2021-22, an employee may elect coverage for family or dependents, in which case the employee will pay **18.25%** of the difference between the cost of the single and family premium, and the employer will pay the balance of the monthly premiums. For 2022-23, an employee may elect coverage for family or dependents, in which case the employee will pay **18.75%** of the difference between the cost of the single and family premium, and the employer will pay the balance of the monthly premiums. For 2023-24, an employee may elect coverage for family or dependents, in which case the employee will pay **19.25%** of the difference between the cost of the single and family premium, and the employer will pay the balance of the monthly premiums.

B. LIFE INSURANCE

Section 1. The Employer shall, at no cost to the employee maintain a life insurance policy for each employee in the face amount of Ten Thousand Dollars (\$10,000.00).

Section 2. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy.

C. SUPPLEMENTAL INSURANCE

The City shall offer supplemental insurance to employees through its provider at employee cost.

ARTICLE 16

SUPPLEMENTAL PAY

A. LONGEVITY

Section 1. Longevity shall be paid to employees who have worked for the Employer for continuous stated periods of time as follows, to-wit:

<u>Required Period Completed</u>	<u>Amount Per Month</u>
5 years	\$70.00
10 years	\$80.00
15 years	\$90.00
20 years	\$100.00
25 years	\$110.00

Employees hired after June 30, 2012 are not eligible for the 20 and 25 year steps.

Section 2. The above sums will be added to the paycheck of the affected employee commencing on the first payroll of the month following the date that the employee has completed the required years of continuous service.

B. EDUCATION PAY AND REIMBURSEMENT

Section 1. Any sworn police officer who is a regular employee and who hereafter takes any college course will be reimbursed by the Employer for seventy-five percent (75%) of the required textbooks and tuition upon satisfactory completion of any such course with a “C” (2.0) or better, final grade, providing that no other governmental agency has paid for or contributed to said costs.

Section 2. The term “college course” as used herein, means any subject which is normally taken as a required or elective course for a degree with a major in law enforcement. In case of dispute, the Chief will determine whether a course qualified as a “college course”.

Section 3. Each sworn police officer who is a regular employee shall receive as additional compensation the amount of One Dollar (\$1.00) for each of the first sixty semester hours and twenty-five cents (\$0.25) for each additional semester hour, not to exceed a total one-hundred and twenty (120) semester hours, of a completed “college course” in which the employee has received a final grade of “C” (2.0) or better, but not to exceed a total of Seventy-five Dollars (\$75.00) per month for all college credits. This increased compensation shall be applicable to courses hereto fore or hereafter completed.

Section 4. In order to qualify for additional compensation, or for reimbursement, the university or college must send a transcript of the completed course and grade to the chief. Upon receipt of such transcripts, and provided the course is approved and the grade meets the standards set out in this Article, the Chief shall take the necessary steps to see that the employee receives proper reimbursement and proper additional compensation.

Section 5. No employee will be allowed to take college courses on scheduled time unless the courses are within the city limits, the employee has less than 60 college credit hours and there are at least three (3) officers on duty including auxiliary officers, if needed, with the approval of the Employer.

Section 6. In the event the Employer determines that it will pay for a course/training/school that is related to a bargaining unit job classification, notice shall be posted one (1) week in advance provided that notice is received by the Employer in advance of the one (1) week requirement to allow all interested employees to indicate an interest in attending as the City’s paid representative. This is a posting

requirement only and the employer shall choose the employee to attend the school. This choice is not grievable.

C. SHIFT DIFFERENTIAL

Section 1. A shift differential of \$0.50 per hour will be paid for all police officers assigned the second shift (7 p.m. to 7:00 a.m.) for more than seven (7) working days. This provision shall be retroactive and includes shift differential inclusion for calculating all paid hours and overtime.

ARTICLE 17

COMPENSATION

Section 1. The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or his representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

Section 3. Employees shall be paid every other Friday for the period ending the previous Sunday.

ARTICLE 18

PERFORMANCE EVALUATION

Section 1. A new employee shall be evaluated not later than the completion of the employee's probationary period. A permanent employee shall be evaluated at least annually, but not more than quarterly, and the evaluation shall be completed by the employee's anniversary date and shall be discussed with the employee within two (2) weeks of the completion. The evaluation document shall contain ample space for the employee to write comments upon receiving the evaluation document or within three (3) days of receipt of the evaluation document prior to the employee's signing the evaluation document.

ARTICLE 19

GRIEVANCE PROCEDURE

Section 1. Definition – General Rules;

- a) The word "Grievance" whenever used in this Agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the express terms and provisions of this Agreement.
- b) If a grievance is not presented or appealed within the time limitation as hereinafter provided, the grievance shall have no further validity or effect and will be considered to be abandoned.

Section 2. Procedure – A grievance that may arise shall be processed and settled in the following manner:

- a) Step 1. – The grievance shall be discussed informally between the employee involved and the employee's immediate supervisor within five (5) calendar days after the occurrence of the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his oral

answer to the aggrieved employee within five (5) calendar days after such discussion. The failure of the supervisor to reply within said five (5) calendar day period, shall be deemed a denial of the grievance and may be appealed to the next step.

- b) Step 2. - If such grievance is not settled in Step 1 the aggrieved employee may appeal. The employee shall within five (5) calendar days following completion of Step 1 present the grievance in writing to the Chief. The grievance shall contain a statement from the employee specifying what relief or remedy is desired and shall specify the section of this Agreement, which is to be interpreted, applied or considered. The Chief shall investigate the grievance and issue a decision in writing thereon within a period of five (5) calendar days. The failure of the Chief to issue a written decision within said five (5) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.
- c) Step 3. - If such grievance is not settled in Step 2 the aggrieved employee may appeal to the City Manager. The employee shall within five (5) calendar days following completion of Step 2 present the grievance in writing to the City Manager. The grievance shall contain a statement from the employee specifying what relief or remedy desired, and shall specify the section of this Agreement, which is to be interpreted, applied or considered. The City Manager shall meet with the employee, the Union Business representative, and a Union Steward to review the grievance, and shall issue a decision in writing thereon within a period of ten (10) calendar days following such meeting. The failure of the City Manger to issue a written decision within said ten (10) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.
- d) Step 4. - In the event that the grievance remains unresolved after the completion of Step 3, the grievance may be referred to arbitration by the Union serving a written request for arbitration upon the Employer within five (5) calendar days of its receipt of the Step 3 response. It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the consent of the other. A representative of the Employer and the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice, the employee shall within five (5) calendar days request the Federal Mediation and Conciliation Service or the Public Employment Relations Board to submit a list of five (5) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or by the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer and the employee.

The Employer and the Union will share equally any joint cost of the arbitration procedure, such as fees and travel expenses for the arbitrator, and the cost of a hearing room and transcript. Any other expenses shall be paid by the party incurring them.

The arbitrator specifically shall not have power to accept or decide any grievance which involved a matter within the jurisdiction of the Civil Service Commission (Chapter 400, The Code).

Section 3. The Union shall have the right to be present and state its views at any and all stages of the grievance procedure.

ARTICLE 20

GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials, and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provisions shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4. Maintenance of standards: Except to the extent expressly modified or governed by the terms of this Agreement, levels of benefits in the following areas in effect at the execution of this Agreement shall be maintained at their present levels during the term of this Agreement: wages; hours; vacation; insurance; holidays; leave of absence; overtime; supplemental pay; seniority; job classification; health and safety matters; evaluation; procedures for staff reduction; and all other benefits covered within this Agreement but not expressly mentioned to this Article.

ARTICLE 21

EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, 2021 and shall continue through June 30, 2024.

Section 2. This Agreement shall continue in effect from year to year after June 30, 2024, unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by November 1 of the year prior to the time when modification is desired. The modification in writing is jurisdictional but after said notice is timely served by any party, either party may thereafter offer any modification of the Agreement.