Hampton	Teamsters #238 (Police)	7/1/2005	6/30/2007

HAMPTON / TEAMSTERS #650 (POLICE) 05-07

LABOR AGREEMENT

Between

CITY OF HAMPTON, IOWA (POLICE DEPARTMENT)

AND

TEAMSTERS LOCAL UNION NO. 650

July 1, 2005 – June 30, 2007

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RESOLUTION OF THE AGREEMENT BETWEEN THE CITY OF HAMPTON, IOWA, AND TEAMSTERS LOCAL UNION NO. 650 (POLICE DEPARTMENT)

BE IT RESOLVED by the City Council of the City of Hampton, Iowa:

Section 1: That the following Agreement between the City of Hampton, Iowa, and the Teamsters Local Union No. 650 (Police Department), should be and the same is hereby approved and adopted:

A G R E E M E N T

This Agreement made and entered into by and between the **CITY OF HAMPTON, "POLICE DEPARTMENT"** HEREINAFTER REFERRED TO AS THE **"EMPLOYER"** AND **"TEAMSTERS LOCAL UNION NO. 650, MASON CITY, IOWA,"** affiliated with the International Brotherhood of Teamsters of America, hereinafter referred to as the **"UNION."**

ARTICLE 1: DEFINITIONS

1.01 - The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Employer as herein defined.

1.02 - The term "employee" as used in the Agreement shall include all of the employees of the Employer in the Department located at Hampton, Iowa, as defined in certification number 3130 of the Public Employee Relations Board certification on file in this matter.

INCLUDED: All employees of the Police Department of the City of Hampton, Iowa, including police officers, corporals, sergeants, dispatchers and secretaries.

EXCLUDED: Elected officials, Chief of Police, Captain, Lieutenant, Communications Supervisor, and all others excluded by the Act.

1.03 - The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it is through duly authorized representative of the Union.

1.04 - The Employer agrees that it will not sponsor or promote financially or otherwise, any group or labor organization, for the purpose of undermining the Union; discriminate against any of its employees in connection with their membership in the Union.

1.05 - The term "days" refers to calendar days unless otherwise specified.

1.06 - The pay period is from 12:01 a.m. Monday to 12:00 p.m. the following Sunday.

1.07 - The regular workweek is five (5) days on and two (2) days off.

1.08 - Shift schedules in Departments No. 1, No. 2 and No. 3 are as follows:

(a) Departments 1 and 2 will be determined by the Chief of Police;

(b) Department 3 --

Works a shift of 8 a.m. to 4 p.m.

1.09 - Department No. 1 consists of police officers; Department No. 2 - dispatchers; Department No. 3 - secretaries. Departments 1 and 2 work the shifts as defined in paragraph 1.08 and Department No. 1 rotates every month with the Chief of Police reserving the right to change the rotation schedule.

1.10 - Regular part-time employees, after one year of continuous service, shall receive benefits including thirty (30) hours of vacation and paid holidays as provided to full-time regular employees, provided employees work a minimum of one thousand five hundred sixty (1,560) hours annually.

ARTICLE 2: STEWARDS

2.01 - The Employer recognized the right of the Union to designate two (2) job stewards to handle such Union business as may from time to time be delegated to them by the Union.

2.02 - A job steward has no authority except as authorized by official action of the Union. The Employer recognizes this limitation upon the authority of job steward.

ARTICLE 3: LEAVE OF ABSENCE

3.01 - An employee may request a leave of absence for up to thirty (30) days. The decision as to whether or not the leave should be granted is at the sole discretion of the Employer and shall be without pay. Any employee granted a leave of absence under the provisions of the Article shall pay the City of Hampton for his or her health insurance premiums during the period of leave.

ARTICLE 4: DEPARTMENT OF SENIORITY

Department No. 1: Police Officers
Department No. 2: Dispatchers
Department No. 3: Secretaries

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

5.01 - No employee shall be discharged or suspended without just cause. Should any difference, dispute or complaint arise over the interpretation or application of this Labor Agreement, an earnest effort shall be made by the parties hereto to settle the dispute promptly through the following steps:

Step 1: By conference between the Union steward, aggrieved employee or business agent of the Union and the Employer's representative.

Step 2: If the grievance is not resolved by following the procedure set forth in Step 1, it shall be reduced to writing and shall specify in detail the alleged violation of the contract. This written notice shall be served no later than five (5) calendar days following the date of the occurrence, except that any grievance based on alleged errors in the computation of pay shall be served within five (5) days after the employee has received his/her paycheck. Written notices may be served by either the Union or the Employer and shall be served in the manner and given to the individuals representing the respective parties in the manner set forth elsewhere in this Labor Agreement.

Step 3: If the grievances are not resolved by following the procedures set forth in Steps 1 and 2, the matter shall be referred to the Hampton City Council for its decision.

Step 4: If the grievance is not satisfactorily resolved by the following procedures set forth in Steps 1, 2, and 3, either party after these three steps have been exhausted, or waived, may request with reasonable promptness, in writing, that the matter be submitted to arbitration and the other party shall be obligated to proceed with arbitration in the manner hereinafter set forth.

The arbitrator shall be a neutral arbitrator the parties agree on and the expenses of the arbitrator shall be paid equally by the Employer and Union. If the parties fail or are unable to select an arbitrator, the Public Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators with preference given to residents of the State of Iowa. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the name. The process will be repeated with reasonable promptness and the remaining person shall be the arbitrator.

5.02 - The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of this Labor Agreement respecting the grievance in question but he/she shall not have the power to alter or modify the terms of this Labor Agreement. With respect to arbitration involving the discharge or discipline of an employee, the arbitrator shall determine if the discharge or discipline was for just cause and he/she shall further determine if the penalty imposed was reasonable and proper. He/she shall have authority to vacate, modify or affirm action previously taken, and, in appropriate cases, to order payment of back wages to the employee.

5.03 - Employees may have their representative during all stages of the grievance arbitration proceeding.

ARTICLE 6: SENIORITY AND REDUCTION IN FORCE

6.01 - In the event that layoffs may become necessary as determined in the sole, final, exclusive judgment of the City Council, staff reduction shall be accomplished in the following manner:

The City Council will first attempt to accomplish the same by attrition. If reduction of staff cannot be accomplished by attrition, the layoffs will be made on the basis of the relative skill, ability and seniority within the Departments. Assuming the factors other than seniority are equal, seniority will govern. Seniority shall be considered the length of the employee's continuous service with the Employer within each Department. Part-time employees shall not accumulate seniority for full-time until they become full-time employees. They will accumulate seniority for part-time.

6.02 - Recall Rights. Laid off employees shall be reinstated in inverse order of layoff within each Department for a period of eighteen (18) months from the date of the employees layoff. It is the responsibility of the employee on layoff and subject to recall to advise the Employer as to the employee's correct address. The Employer, if requested by the Union or the employee, shall annually provide a current list of those employees who currently retain such recall rights within each Department. Should a vacancy occur within a Department that an employee is subject to recall rights in, the Employer shall notify the employee by certified mail or by personal contact of the opening. The employee shall respond within eight (8) days from the date of the receipt of notification. Failure to respond within the eight (8) day period shall terminate any employee's right of recall.

ARTICLE 7: WORKWEEK

7.01 - Departments 1 and 2 shift schedules will be determined by the Chief of Police. Department 3 shall have a five (5) day workweek. Time and a half shall be paid to all personnel in these departments for hours in excess of eight (8) hours per day or forty (40) hours per week. Any employee called to work, other than their scheduled shift, shall be paid two (2) hours at time and one-half their hourly rate or actual time worked at time and one-half their hourly rate, whichever is greater.

An employee has the option of taking up to one hundred and twenty (120) hours of overtime per calendar year in cash to the employee and the rest shall be paid by compensatory time off to the employee as allowed by the Fair Labor Standards Act. The City Manager may authorize additional individual employee overtime to be paid in cash when and if they deem it necessary so it would not unduly disrupt the City's operations. Overtime can be carried over from one year to the next subject to limitations as imposed by the City Manager.

ARTICLE 8: HOLIDAYS

8.01 - All employees shall receive their regular rate of pay (regular rate of pay is hereby defined as eight (8) hours times the employee's hourly rate) for ten (10) holidays. Holidays may be taken at the discretion of the employee, provided time off does not unduly disrupt City operations. All these holidays may be taken as floaters on or after the holiday occurs.

July 4
Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day
Good Friday
Three (3) floating holidays

8.02 - Employees who work a holiday may take a day and a half off at their discretion.

ARTICLE 9: CHECK-OFF

9.01 - The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Union agrees to hold the Employer harmless from any liability incurred by the deduction of the Union dues, or initiation fees from the wages of any employee in the bargaining unit as provided by this section.

9.02 - The Employer agrees to make authorization deductions from paychecks for deposit to:

Teamsters Local No. 650
P. O. Box 1445
Mason City, Iowa 50402-1445

ARTICLE 10: VACATIONS

10.01 - Regular full-time employees who are actively employed are eligible for paid vacation based upon their anniversary dates of hire according to the following schedule:

Length of Continuous Service	Vacation
After one (1) year	40 hours
After two (2) years	80 hours
After eight (8) years	120 hours
After fifteen (15) years	160 hours
After twenty (20) years	200 hours

Regular part-time employees who are actively employed are eligible for paid vacation based upon their anniversary dates of hire according to the following schedule: After one year continuous service and for every year thereafter, an employee who works at least 1,560 hours shall annually receive 30 hours of vacation time.

All vacation must be scheduled no later than December 1. If a vacation scheduled for December is unable to be taken due to no fault of the employee, that vacation time will be allowed to be carried over to be used within the next 60 days.

ARTICLE 11: SICK LEAVE

11.01 - All employees shall accumulate sick leave at eight (8) hours per month based on active full-time employment to a maximum of seven hundred twenty (720) hours. Employees will receive a one hundred dollar ($100.00) bonus if no sick leave is used during the year. A maximum of six (6) days or forty-eight (48) hours of sick leave may be used for sickness of the employee's family defined as spouse, children, and immediate parents.

ARTICLE 12: FUNERAL LEAVE

12.01 - In the event of a death of an employee's spouse or child, or of the employee's father, mother, father-in-law or mother-in-law, the employee shall be granted leave of absence with pay up to five (5) working days. In the event of the death of the employee's brother, sister, grandparents, grandchildren, or other of the employee's spouse, including step relationships of the family, the employee shall be granted leave of absence with pay up to three (3) working days.

ARTICLE 13: INSURANCE

13.01 - The Employer will provide the Blue Cross-Blue Shield Insurance Plan with Prescribed Drug Plan and Blue Dental and pay the single premium for the employee. During the first year of the contract, the employee will pay forty-seven dollars and three cents ($47.03) plus fifteen percent (15%) of the increase in the cost of the family premium, not to exceed an additional twenty-five dollars ($25.00). During the second year of the contract, the employee will pay an additional fifteen percent (15%) of the increase in the cost of the family premium, not to exceed an additional fifteen dollars ($15.00).

If an employee's health insurance deductible exceeds two hundred dollars ($200) single, or four hundred dollars ($400) family during the insurance company's applicable deductible period, the City will reimburse the Employee for the difference between the two hundred dollar ($200) and the required five hundred dollar ($500) single deductible expense and the four hundred dollar ($400) and the required one thousand ($1000) family deductible expense.

13.02 - The Employer will provide each employee a term life insurance policy of fifteen thousand dollars ($15,000.00) and a fifteen thousand dollar ($15,000.00) accidental death policy and dismemberment policy.

13.03 - The Employer reserves the right to change the carrier at any time during the life of this Agreement but must maintain comparable insurance coverage.

ARTICLE 14: WAGES

14.01 - The attached schedule sets forth the wages.

ARTICLE 15: LONGEVITY

15.01 - On the first of January following one (1) year of employment, a full-time employee will receive five dollars ($5.00) per month per year longevity pay.

ARTICLE 16: SEPARABILITY AND SAVINGS CLAUSE

16.01 - If any Article or section of this contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application for such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

16.02 - In the event that any Article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demand notwithstanding any provision in this contract to the contrary.

ARTICLE 17: DURATION

THIS AGREEMENT shall be effective from the first day of July, 2005, and shall remain in full force and effect until June 30, 2007, shall continue in full force and effect from year to year thereafter unless written notice of desire to change is served by either party upon the other sixty (60) days prior to the annual date of expiration.

CITY OF HAMPTON

By: Diane Weldin
Diane Weldin, Mayor

TEAMSTERS LOCAL UNION NO. 650

By: Ron Wheeler
Ron Wheeler
Business Representative

ATTEST:

By: Ron Dunt
Ron Dunt, City Manager

"EMPLOYER"

"UNION"

Section 2: That the City Manager shall make all corrections and additions to this Agreement within ten (10) days of Council approval of said changes, and shall furnish five (5) copies to the Business Representative of Local No. 650.

Section 3: That all agreements in conflict with the provisions of this Resolution should be and the same are hereby repealed.

Section 4: That the Mayor and City Manager are hereby authorized and directed to execute said Agreement for and on behalf of the City of Hampton, Iowa.

Section 5: That this Resolution shall be in full force and effect upon adoption by the City Council of the City of Hampton, Iowa, and until otherwise amended by action of said City Council, with consent of both the City and the Union.

PROPOSED AND ADOPTED this 26 day of April, 2005.

Diane Weldin
Diane Weldin, Mayor

ATTEST:

Ron Dunt
Ron Dunt, City Manager

POLICE DEPARTMENT
2005-2007 UNION CONTRACT

Name	Wages as of 6/30/2005	Wages as of 7/1/2005	Wages as of 7/1/2006
Reyes Beltran	$35,026.20	$35,977.87	$37,015.71
Arlyn Miller	37,365.72	38,355.33	39,432.15
Ross Long	27,697.92	28,459.61	29,242.25
Jean Hodge	25,227.96	25,900.28	26,651.09
Pat Ward	26,473.08	27,149.94	27,905.41
Jody Hepler	24,408.96	25,080.21	25,829.92
Diane Ameling	25,816.56	26,521.57	27,305.96
Mark Morrison	29,120.00	29,920.80	30,743.62

(Numbers include longevity pay through 7/1/2006)