Marshalltown Teamsters #238 (Police) 7/1/2006 6/30/2008

MARSHALLTOWN / TEAMSTERS #238 (POLICE) PERB 06-08

THE CITY OF

Agreement Between

The City of Marshalltown Police Department

and

Chauffeurs, Teamsters and Helpers
Local No. 238 Affiliated with I.B.T.

July 1, 2006 - June 30, 2008

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AGREEMENT BETWEEN
THE CITY OF MARSHALLTOWN POLICE DEPARTMENT AND CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL 238, AFFILIATED WITH I.B.T.

This Agreement is made and entered into this first (1st) day of July, 2006, by and between the City of Marshalltown (Police Department), Marshalltown, Iowa, (hereinafter referred to as the "Employer"), and Local 238, I.B.T. (referred to as the "Union"), and between the Employer and the Union on behalf of the employees in the bargaining unit recognized and described in Article I of this Agreement.

WITNESSETH

It is the intent and the purpose of the Employer and the Union to establish and promote harmonious and cooperative relations between the Employer, the Union, and the employees covered by this Agreement; to provide procedures for the peaceful and equitable adjustment of grievances; to prevent and prohibit all strikes and other interference with operations during the term of this Agreement; and to set forth the entire Agreement of the parties regarding wages, rates of pay, hours of employment and other employment conditions. The parties recognize that the best interests of the community and the job security of the employees of the Marshalltown Police Department depend upon the Employer's success in establishing and maintaining effective, proper and superior service to the Community.

ARTICLE 1 - RECOGNITION - NONDISCRIMINATION - CHECKOFF

SECTION 1.1

The Employer hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and other employment conditions for all Police Officers, Communication Operators, Detectives, Clerical Personnel, and regular part-time employees of the Marshalltown Police Department, but excluding the Police Chief, Assistant Police Chief, Captains, Lieutenants, Sergeants, Records Specialist, Administrative Secretary, Lead Communications Operator, and Communications Supervisor. Throughout this Agreement, whenever the terms "employee" or "employees" are used, they shall refer to employees within this bargaining unit unless otherwise noted.

SECTION 1.2

(A) There will be no discrimination against, interference with, or restraint or coercion of any employee by the Employer because of the employee's membership in the Union or because of activities on behalf of the Union that are lawful and not in violation of this Agreement.

(B) Neither the Union nor its representative, nor the employees represented by the Union, will discriminate against, interfere with, intimidate, or coerce any employee because of such employee's desire or intent to join or refrain from engaging in Union Activities.

(C) Employees will not engage in Union Activities during working hours, except as provided in the grievance procedures, or in the general course of negotiations.

(D) Neither the Employer or the Union shall discriminate against any employee or applicant for employment on account of race, color, sex, age, religious beliefs, national origin, or disability, in admission or access to, or treatment or employment in, its programs and activities. The Union and the City shall jointly coordinate compliance.

SECTION 1.3

The Employer shall deduct on the first payday of the month from the wages of employees for whom individually written requests have been submitted, Union dues and/or Union initiation fees for the current month, in the amount designated in writing by the Union to the Employer. The Employer shall remit the funds so deducted to the appropriate official of the Union designated by the Union for the receipt of such funds the week following deductions. The Employer will furnish the Union with a list of those employees for whom the deductions have been made in each pay period and the amount of such deductions. An employee may terminate his or her dues checkoff at any time by giving (30) days written notice to the Employer and to the Union. The Employer shall have no obligation to deduct or collect monthly dues from a Bargaining Unit Member whose net pay for the payroll period after all other deductions is insufficient to cover the total authorized deduction for that pay period. The Bargaining Unit member will hold the Employer harmless against any claims or lawsuits instituted or any losses incurred because of the Employer's performance of its obligations.

ARTICLE 2 - RIGHTS AND OBLIGATIONS OF PARTIES

SECTION 2.1

(A) "Unless specifically abridged in some other portion of the Agreement," the Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities. The Employer shall be the sole judge of the quality and nature of the work performed by the employees. The Employer maintains the right to, but is not limited to; direct the work of its employees; hire; promote; demote; transfer; assign; and retain employees; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work or for other legitimate reasons; determine and implement methods; means, assignments, and personnel by which the Employer's operations are to be conducted; take such actions as are necessary to carry out the mission of the Employer; initiate, prepare, certify and administer its budget; and exercise all powers and duties granted the Public Employer by law.

(B) The Employer has the right to put into effect Rules and Regulations which are not in conflict with this Agreement.

(C) The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, powers, authority, and prerogatives that the Employer had prior to this Agreement are retained by and reserved to the Employer and shall remain within its exclusive control.

SECTION 2.2

The Employer will not engage in any lockout of its employees.

SECTION 2.3

(A) The Union will not engage in a strike, work stoppage or other form of interference with the operation and accomplishment of the mission of the Employer.

(B) Any employee who participates in or promotes a strike, work stoppage, or other form of interference with the operation and accomplishment of the mission of the Employer shall be subject to disciplinary action, up to and including discharge. In addition thereto the employee or the Union may further be subject to the penalty for violation contained in the laws of the State of Iowa.

(C) In the event of a strike, work stoppage, or interference with the operations and accomplishment of the mission of the Employer, the Union Business Agent of the Union shall promptly and publicly disavow such action and order the employees to return to operations. The Union Business Agent shall further notify the Employer of any strike, work stoppage or interference with the accomplishment of the mission of the Employer as soon as the Business

Agent has knowledge thereof and what measures that Union has taken to comply with the provisions of this section.

ARTICLE 3 - CIVIL SERVICE, FEDERAL AND STATE LAW

SECTION 3.1

Except as agreed to herein, the matters of probationary period, seniority, promotions, demotions, discharge, suspension, disability, retirement and other matters established by Federal and State law governing Police Departments and personnel assigned to these departments shall not be negotiable for collective bargaining agreements by and between the Employer and the Union.

SECTION 3.2

This Agreement is executed by the Employer and the Union with the intent that it complies with all Federal and State Laws. Should any valid Federal or State Law or the final determination of any Board or Court of competent jurisdiction render illegal or unenforceable any provisions of this Agreement, such illegality or unenforceability will not affect the remainder of the provisions thereof and the parties will forthwith proceed to amend or modify any such provisions to rectify that which rendered it illegal or unenforceable.

SECTION 3.3

An employee and the Union must elect to pursue a remedy through Civil Service proceedings if the issue is jurisdictional to the Commission. It is understood that such appeal is in lieu of arbitration. To preserve appeal rights, an employee must file such appeal within the required time limits established in Iowa Code Section 400.20 [within fourteen calendar days after the suspension, demotion, or discharge]. Both the City and Union commit to a good faith effort to be made to resolve the issues. In accordance with State Statute, suspensions, demotions and discharges may not be arbitrated as appeals and are the sole discretion of the Civil Service Commission.

ARTICLE 4 – DISCIPLINE

SECTION 4.1

(A) Whenever the Chief of Police has information sufficient to cause the Chief of Police to believe that an Employee should be discharged or suspended, the Chief of Police shall notify the Employee and the Business Agent as soon as possible.

(B) In cases of extreme emergency or cases of flagrant misconduct where it would be detrimental to the Police Department to allow an employee to continue his/her employment, the Chief of Police may take whatever action is deemed necessary immediately, but will notify the Union Business Agent of any actions as soon as possible so that the procedures outlined herein may commence.

ARTICLE 5 - EXTRA CONTRACT AGREEMENTS

SECTION 5.1

The Employer agrees not to enter into any agreements or contracts with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void.

ARTICLE 6 - UNION REPRESENTATION

SECTION 6.1

(A) Probationary employees are exempted from this Article.

(B) For the purpose of negotiating a new Agreement between the parties upon the expiration of this Agreement, the Employer recognizes a Union Bargaining Committee consisting of such members as the Union may designate and the Union recognizes an Employer Bargaining Committee consisting of such members as the Employer may designate.

(B) The Union Bargaining Committee, or the Employer's Bargaining Committee may during the life of the Agreement, be called into deliberations involving a discussion or clarification of the intent of the Agreement or to negotiate a supplement to this Agreement. Such meeting may be called only upon the agreement of both the Employer and the Union.

SECTION 6.2

For the purpose of handling grievances in accordance with the procedures set forth in Article 7 of this Agreement and for handling other Union business, the Employer recognizes four (4) Stewards, one (1) on each working shift and one (1) representing civilian employees. Out of the four stewards, the members will elect the chief steward. The chief steward will be assigned to work on his/her regular working shift, but may represent employees on any shift.

The Union shall designate in writing to the Chief of Police those individuals who are to be Stewards and the Chief Steward.

ARTICLE 7 - GRIEVANCE PROCEDURE

Any dispute which may arise between the Employer and an employee regarding a violation, application or interpretation of an expressed provision of this Agreement shall be resolved in accordance with the following procedure. The following of the grievance process is mandatory; all remedies under the grievance process must be exhausted before any other legal action is taken.

STEP 1. An employee and/or the Union Steward shall discuss a complaint or problem orally with a Sergeant, Lieutenant or Supervisor within seven (7) business days following its occurrence in an effort to resolve the problem in an informal manner.

STEP 2. If the oral discussion fails to resolve the complaint or problem, the employee and the Chief Steward after prior review by the Business Representative, shall present a grievance in writing to their Captain, within seven (7) business days following the oral discussion. The written grievance shall state the nature of the grievance, shall state clearly and concisely all facts which are the basis for the grievance, note the specific clause or clauses violated, shall state the remedy requested, and shall be dated and signed by the aggrieved employee. A meeting may be held between the grievant, the Chief Steward and the Captain or Supervisor. The Captain or Supervisor shall answer the grievance in writing within seven (7) business days. The time limits may be extended by mutual agreement.

STEP 3. If Step 2 fails to resolve the complaint or problem, the employee and the Chief Steward after prior review by the Business Representative, shall present a grievance in writing to the Chief of Police, within seven (7) business days following the conclusion of Step 2. A meeting may be held between the grievant, the Chief Steward and the Chief. The Chief shall answer the grievance in writing within seven (7) business days. The time limits may be extended by mutual agreement.

STEP 4. If the grievance is still unsettled, the grievant and/or the Union Chief Steward may within seven (7) business days by written notice to the City Administrator request a meeting with the City Administrator to involve the grievant, Business Representative, Chief Steward, Captain or Supervisor, and Chief in an attempt to resolve the dispute i.e. mediation.

STEP 5. The City Administrator shall convene a meeting of the affected parties and shall provide a written response within seven (7) business days of receipt of the written notice provided in Step 4.

STEP 6. If the grievance is still unsettled, the Union may, within seven (7) business days after the reply of the Employer, by written notice to the City Administrator, request arbitration.

These time lines may be extended upon mutual agreement.

The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to further appeal. All awards and settlements shall in no case be made retroactive beyond the date on which the grievance was first presented in Step 1 of the grievance procedure.

Within seven (7) business days of the employee's written request for arbitration, the parties shall meet to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Public Employment Relations Board to furnish a list of names of seven (7) arbitrators. Either party may reject the entire list before the striking procedure begins. The requesting party shall have the right to strike the first name from the list. Each of the two (2) parties shall alternately strike one (1) name from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding on the parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The fees and expenses of the arbitrator will be equally paid by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement.

If the employee files any claim or complaint in any form 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.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

ARTICLE 8 - EDUCATION AND TRAINING

SECTION 8.1

An employee being required by the Employer to attend classes in law enforcement shall have tuition and books for such classes, as well as food, travel expenses, and lodging paid for by the Employer and the employee shall receive up to one (1) day's pay per day for each day of attendance at such classes. The Employer shall post in a prominent place all Iowa Law Enforcement Academy (ILEA) courses as they become aware of them.

SECTION 8.2

Sworn Officers who have a degree or received a degree from an accredited college or university will receive $200 yearly for an Associate Degree or $400 yearly for a bachelor's degree. An Officer must have been on the force for one (1) year to be eligible, and must have attained such degree after the date of the initial employment. The bonus will be paid annually during the first pay day in January.

ARTICLE 9 - SAFETY AND HEALTH

SECTION 9.1

No employee shall be required to drive a patrol car that does not comply with all State and City safety regulations. The employer shall purchase patrol cars equipped with the police package if available for marked patrol vehicles. Employees shall be responsible for keeping patrol cars cleaned and washed.

SECTION 9.2

Clean, sanitary, operable rest rooms shall be maintained by the Employer, unless circumstances are beyond the employer's control.

SECTION 9.3

Employees shall not misuse or deface City equipment or facilities.

ARTICLE 10 - SPECIAL PROVISIONS

SECTION 10.1

The Employer will furnish Police Officers with all authorized outer on-duty clothing. The Employer shall replace uniform shoes on a fair wear-and-tear basis as determined by one individual who shall be designated by the Chief of Police. In no event will the cost of shoe replacement exceed $200 per year, which will be paid on a voucher basis. Employees of the Detective Division shall receive an annual clothing allowance of $550. All current officers must provide their own approved handgun. Effective July 1, 2005, the City shall provide handguns for use by newly hired officers. The Employer shall provide handcuffs and all leather gear.

SECTION 10.2

Uniforms - City and police personnel agree to equally share the cost of body armor (after any grant funds are applied), which shall be from an approved list of vendors for those officers who wish to purchase them. A mandatory use policy will be included in the Department Standard Operating Procedure. Frisk gloves will also be provided to the officers and will be replaced by the city on a fair wear and tear basis. Police personnel will be allowed to replace vests based on the manufacturer's warranty.

ARTICLE 11 - WORKDAY, WORKWEEK, WORK CYCLE, OVERTIME PROVISION, AND SHIFT PREMIUM

SECTION 11.1

The regular workday shall consist of eight (8) hours, eight (8) hours and fifteen (15) minutes, or ten (10) hours depending on Division. Communications Operators shall regularly work eight (8) hours and fifteen (15) minutes per day to allow for briefing time prior to the Operator's shift. The work schedule shall be posted fourteen (14) calendar days in advance of the effective date. Any change in shift assignments shall be posted thirty (30) calendar days in advance of the effective date. Changes to either workdays or shift assignments may be made only due to unforeseen circumstances, special

events, manpower shortages, or emergency situations. Mandatory training dates may be scheduled regardless of scheduled work assignments.

SECTION 11.2

For sworn officers the regular workweek shall consist of five (5) consecutive workdays in any seven day period within an eighty two and one half (82½) hour fourteen (14) day work cycle. Communications Operator's regular workweek shall consist of five (5) consecutive workdays in any seven day period. Clerical personnel may work four (4) ten hour days and it is mutually agreed that vacation and holiday pay would be received on an eight (8) hour per day basis.

SECTION 11.3 OVERTIME PAY

Sworn officers shall be paid time and a half (1½) their straight hourly rate for all hours worked beyond eighty two and one half (82½) hours in a fourteen day work cycle. Civilian employees shall be paid time and a half (1½) their straight time hourly rate for all hours worked beyond forty (40) hours in a seven (7) day work cycle. Sworn officers or civilian employees may choose to utilize the provisions in Article 19 (Compensatory Time).

SECTION 11.4 PAID BREAKS

During the regular workday, employees shall have two fifteen (15) minute paid breaks.

SECTION 11.5 LUNCH BREAKS

Civilian employees other than communications operators shall receive one thirty (30) minute unpaid lunch break. Communications Operators shall receive one thirty (30) minute paid lunch break per day, during which time they will remain in the building and subject to call back for duty. Sworn Officers shall receive one thirty minute paid lunch break and shall remain on call during said break. Lunch breaks for all employees shall be taken between the fourth and sixth hour whenever possible and may be taken sooner if agreed to by the Employer and the Employee. Employees will not submit overtime request for said break if not taken.

SECTION 11.6 SHIFT PREMIUM

There shall be a shift premium paid to all employees assigned to the first shift (2300 to 0700 hours) at a rate of 15¢ per hour. This includes any employee whose regular shift assignment has hours that extend beyond midnight (2400 hours). Shift premium shall be paid for all hours worked during said shifts.

SECTION 11.7

In the event a communications operator shift assignment is vacant, overtime opportunity will be offered to operator on day off from said shift, second to operators on a rotational schedule subject to availability. At no time shall an operator work 16 consecutive hours, unless an unforeseen emergency should occur. Communications Operators who have not completed their training period shall not be assigned to any vacant slot. Each shift shall be considered separately for time off requests.

The Communications Center has two floater positions. Generally the hours of these shifts will be from 1200 to 2000 hrs and 2000 hrs to 0400 hrs when the operator is not assigned elsewhere. The floater position will be assigned to cover for vacation, time coming, and scheduled schools. This position will also increase staffing to three operators as much as possible. The floater position's hours will not be changed after the schedule is out unless the operator and employer agree.

ARTICLE 12 - SENIORITY

SECTION 12.1

For the purpose of determining seniority rights of civil service employees, seniority shall be computed with the date of appointment or employment in any position for which they were certified or otherwise qualified, but shall not include any period of time exceeding sixty (60) days in any one year during which they were absent from the service, except for disability, or state or federal military service. The seniority of non-civil service employees covered by the terms of this Agreement, shall begin with the employee's starting date of full-time employment, provided however, that no time prior to a discharge or a quit shall be included. The seniority of full-time non-civil service employees shall not be diminished by temporary layoff due to a lack of work, shortage of funds, or any other contingency beyond the control of either party to this Agreement.

SECTION 12.2

A seniority list shall be posted and kept up-to-date by the Employer. A copy of the up-to-date list shall be delivered to the local Union. Said seniority list shall contain the name and starting date of each employee.

SECTION 12.3

Upon initial employment a Police Officer shall remain on probation for a period of nine months after certification from the Law Enforcement Academy (ILEA) or a period of nine months from the hiring date if the officer is ILEA certified when hired. The date of initial hire shall be used as the date the employee moves from one pay bracket to the next on the wage schedule, unless the employee's initial hire date has been modified for some other reason. Communications operators shall serve a one (1) year probationary period upon initial employment. Other civilian employees shall serve a six (6) month probationary period.

SECTION 12.4

Employees shall be allowed to annually bid for shift preference. Shift rotations will generally be changed in January. Shift assignments shall be determined to assign a balance of officers for purposes consistent with public safety and seniority of employees bidding. Days off shall be based on available days off and determined by seniority for regular line officers. Special purpose assignments such as detective, bike patrol, DARE, and K-9, shall have days off as determined by the needs of the department. Special events, manpower shortages, and emergencies will take priority and may override other assignments.

ARTICLE 13 - LAYOFF

SECTION 13.1

In the event it becomes necessary to reduce the work force, layoffs shall begin with part-time employees, followed by the employee or employees of lesser rank and the least amount of service time. Sworn Officers and civilians shall be considered separately. If an employee's position is affected he or she will be able to bump into a position in which he or she has been trained if he or she has greater seniority in that position than the least senior employee in the position.

SECTION 13.2

When calling employees back to work from layoff, recall shall begin with the employee or the employees of the highest rank and then those with the most amount of service time followed by part-time employees.

ARTICLE 14 - LEAVES OF ABSENCE

SECTION 14.1 PERSONAL LEAVE

A leave of absence for personal reasons may be granted to an employee upon advance written request of an employee to the Chief of Police and the Union. Leaves requested must be for good and sufficient reasons and are subject to the approval of the Chief of Police. The request for leave must be filed at least ten (10) working days prior to the beginning of the proposed leave, unless an emergency situation is prevalent, in which case the employee and the Chief of Police will work out an agreement. A personal leave of absence shall not exceed thirty (30) working days in any calendar year. If it becomes necessary, the employee may request that the leave of absence be extended beyond the thirty (30) working day period, in which case the employee must apply for an extension of such leave to the Chief of Police prior to the expiration of the original leave of absence. During the period of absence, the employee shall not engage in gainful employment, unless such employment is approved by the Chief of Police. All personal leaves of absence will be without pay.

If leave is used in accordance with the Family and Medical Leave Act, an employee may designate which type of eligible paid leave is used, however an employee's paid sick leave shall not be used to care for others.

SECTION 14.2 SPECIAL LEAVE

The Chief of Police, with the approval of the City Administrator, may authorize special leaves of absence to employees with or without pay for any period or periods not to exceed one (1) calendar year for the purpose of training in areas relating to the work of the employee and which will benefit the employee and the City.

SECTION 14.3 BEREAVEMENT LEAVE

In the event of a death in the immediate family, an employee will be granted a paid bereavement leave of up to three (3) days in accordance with the following provisions:

(A) The employee's immediate family is defined as parent, parent-in-law, stepparent, grandparent, grandparent-in-law, spouse, child, stepchild, grandchild, brother, brother-in-law, stepbrother, half brother, sister, sister-in-law, stepsister, and half sister or any others as approved by the Chief of Police.

(B) To qualify for the leave, the employee must notify the Employer, take the time off, and attend the funeral.

(C) The employee shall be paid on the basis of regular straight hourly pay rate for the period of the bereavement leave.

(D) An employee who must travel 250 miles or more to a funeral one way (500 or miles or more round-trip) may be granted two (2) extra days of leave to attend the funeral. These two (2) extra days shall be charged against the employee's sick leave allowance.

(E) In the event of the death of the employee's parent, spouse, or child an employee may be granted two (2) extra days of leave. These two (2) extra days shall be charged against the employee's sick leave allowance.

SECTION 14.4 JURY DUTY LEAVE

An employee called for jury duty leave will be excused from work on the days on which he or she serves, and will receive, for each day of jury duty on which he or she would have otherwise have been scheduled to work, the difference between a day's straight hourly rate and the payment received for jury duty. The employee will present proof of the jury duty and the amount of pay received therefore to his or her Shift Supervisor. An employee required to report for jury duty on a scheduled working day, but not selected to serve on the jury will, upon release by the court, immediately report back to work.

SECTION 14.5 RETURNING FROM LEAVE

(A) Failure of an employee to return to work at the end of an authorized leave of absence period or extension thereof may be just cause to terminate the employee's seniority and employment with the Employer, unless the employee can establish a reason acceptable to the Employer for not returning to work when expected.

(B) An employee on a leave of absence may return to work prior to the expiration of the leave of absence. Such employee shall give the Employer as much advance notice as possible of any early return to work.

SECTION 14.6 MILITARY LEAVE

The City shall follow applicable federal and state laws concerning federal and state military service. Employees shall be eligible for a maximum of 30 calendar days of paid Military Leave per calendar year.

ARTICLE 15 - SICK AND MATERNITY LEAVE

SECTION 15.1 SICK LEAVE

An employee shall be entitled to sick leave with pay. Such leave shall be governed by the following provisions:

(A) An employee shall accrue sick leave from his or her starting date of employment.

(B) Sick leave credit shall accrue at the rate of two (2) hours per week.

(C) Unused sick leave credit may be accumulated up to a maximum of one hundred thirty (130) days.

(D) Paid sick leave may be used in 15 minute increments after the first hour of paid sick leave usage.

(E) Paid sick leave may be allowed for the employee's own doctor, dentist, or vision exam, but may not be used for another individual's doctor, dentist, or vision exam.

(F) Sick leave shall accrue during the period of "sick leave with pay."

(G) (1) An employee may use sick leave as follows: for any sickness or injury which is severe enough to prevent him or her from performing the duties that may be assigned to him or her.

(a) The employee shall notify the Division Supervisor at the Police Department no later than one (1) hour before scheduled to report for duty of the fact and the reason therefore after the qualifying sickness or injury occurs. If the Division Supervisor is not available at the Police Department, then the on-duty supervisor shall be notified.

(b) When the employee returns to work, or in the event the qualifying sickness or injury is or will be of extended duration, as soon as practical, the employee shall, in order to be paid for accrued sick pay, satisfy the Division Supervisor as to the facts and circumstances of the injury or sickness. The Division Supervisor may require a doctor's certificate before approving the sick leave with pay if the employee exhibits a pattern of abusing sick leave. If satisfied that the sickness is legitimate, the Division Supervisor shall authorize the payment of regular pay to the extent of the sick leave credit.

(c) In the event that the Division Supervisor is reasonably unavailable, the employee may ask the Assistant Chief, Chief, or any other Division Supervisor to authorize the sick leave with pay.

(2) Employees covered by Iowa Code Chapter 411 who are injured while on-duty shall receive their regular pay while off work, which shall not be counted against their sick leave time.

(3) Employees who are not covered by Iowa Code Chapter 411 who are injured while on-duty shall use their own sick leave or other paid leave until the employee is eligible for compensation for lost work time from the City's workers' compensation carrier (generally after the first three regularly scheduled days away from work). Employees shall then accept

payment from the workers' compensation carrier for lost work time instead of any payment from the City.

(H) Upon an employee's termination of employment with the City with 15 or more years of continuous full-time employment OR retirement due to a disability, either work-related or non-work related, and the employee qualifies for either Social Security benefits or disability benefits defined by Section 411 of the Code of Iowa [either ordinary or accidental], an employee will be entitled to 25% of the employee's accrued sick leave, subject to the previously outlined maximum number of hours that may be accumulated.

SECTION 15.2 MATERNITY LEAVE

In the event of pregnancy, an employee shall be granted a leave of absence, which shall commence when the employee's physician deems it necessary, and shall end eight (8) weeks after the date of birth. An employee may return to her regularly assigned job or work prior to the expiration of eight (8) weeks leave, or the leave of absence may be extended by mutual agreement between the parties beyond eight (8) weeks after the date of birth, provided the employee presents a medical certificate. During the period of absence, the employee shall not engage in gainful employment. Any accumulated sick leave credit may be used for maternity leave.

SECTION 15.3 RETURNING FROM LEAVE

(A) Failure of an employee to return to work at the end of an authorized sick or maternity leave, or extension thereof, may be just cause to terminate the employee's seniority and employment with the Employer, unless the employee can establish a reason acceptable to the Employer for not returning to work when expected.

(B) An employee on extended sick leave or maternity leave may return to work prior to expiration of his or her extended sick leave or maternity leave with the prior approval of the Chief or his designated representative with a release. Such employee shall give the Employer as much advance notice as possible.

ARTICLE 16 – HOLIDAYS

SECTION 16.1

(A) Employees shall receive one day's pay for the following holidays not worked:

New Year's Day	Fourth of July	Christmas Day
Good Friday	Labor Day	Floating Holiday
Memorial Day	Thanksgiving Day	3 Personal Days

The Department Head shall determine the date on which the Floating Holiday will be observed.

(B) Personal Days shall be scheduled and taken by the employee at the discretion of the Chief of Police, except that a minimum of three (3) days notice must be given in advance, unless shorter notification is permitted by the Supervisor. Denials shall not be based solely on the lack of a 3-day notice.

(C) Probationary employees may use one personal day during the first six months of employment. After six (6) months the probationary employees may use the other two days.

SECTION 16.2

If an employee works on the actual holiday (not necessarily the recognized holiday), compensation for the number of actual hours worked shall be paid as wages, however, the additional time and one-half may be taken as either overtime or compensatory time (TC). This amount cannot exceed two and one half (2 1/2) times the regular rate of pay.

SECTION 16.3

An employee shall forfeit his or her right to payment for any holiday if he or she has an unexcused absence on the last regular workday preceding the holiday, or on the next regular workday following the holiday. An employee who is absent on their regular workday preceding the holiday and/or on their regular workday following the holiday for the reasons set below, will not be disqualified for holiday pay by reason for such absence:

(A) A work incurred injury requiring the employee to be off duty.
(B) Jury duty.
(C) Confining illness of the employee, substantiated by a statement of the attending physician.
(D) Absence authorized by the Employer by reason of illness or a family emergency, occurring after an employee has reported for work on the day preceding or following a holiday.
(E) Absence authorized by the Employer because of good and sufficient reason presented by the employee.

SECTION 16.4

For holidays on which an employee is not scheduled to work, they are allowed to forfeit holiday pay one (1) day in exchange for an additional day off to be used within the same pay period. For holidays in which an employee is scheduled to work, they are allowed to forfeit holiday pay, (time-and-one-half the hourly rate) in exchange for an additional day off to be used within the same pay period. The exchange must be mutually agreeable by both the Employer and the employee and that the exchange is day-for-day.

ARTICLE 17 - VACATIONS

SECTION 17.1

(A) Paid vacations will be granted each year to employees in accordance with the following schedule:

One (1) year	1 Week
Two (2) years	2 Weeks
Five (5) years	3 Weeks
Twelve (12) years	4 Weeks

(B) Years of continuous employment for the above vacation plan shall be computed from the anniversary date of employment. The employee's anniversary date of employment will be the point at which he or she qualified for paid vacation and will be the point at which he or she may commence the vacation. Paid vacations or time as herein provided must be taken within the one (1) year period between employment anniversary dates.
(C) An employee entitled to vacation may take the vacation in one hour increments at the employee's supervisor's discretion.
(D) Employees eligible for paid vacation shall submit their vacation preferences in writing to the employee's Supervisor or Department Head. The employer will respond to the employee's request within three working days. Vacation shall be on a first come, first served basis; once vacation is approved it shall not be disallowed except in the case of emergencies after attempts have been made to staff the shift with other off-duty personnel. Vacation preference may be selected 364 days in advance provided only one employee per division (officers/detectives, clerical, or communication operators) can select any one day. After the annual shift change assignments are made then other employees can submit or resubmit vacation requests for the same day.
(E) An employee may carry not more than one (1) week of vacation past his/her anniversary date.
(F) An employee hired prior to July 1, 2003, shall be eligible for five weeks of vacation after 20 years of continuous employment.

SECTION 17.2

All employees entitled to a paid vacation shall be paid for such vacation on the basis of a regular straight hourly rate. No employee shall receive vacation pay at an overtime rate.

SECTION 17.3

The vacation of an employee who entered into or returns from the Armed Forces of the United States shall be granted in accordance with the requirements of applicable Federal and State laws.

SECTION 17.4

If an employee under this vacation plan is laid off by reduction of the work force, retires on length of service, or due to disability arising from service in the line of duty, or resigns from a position of employment, earned or credited vacation time during the year in which such event occurs shall be computed on a pro-rata basis from the employee's anniversary date of employment, and shall be paid to the employee or deducted from the employee's final pay. Such pay will be considered severance pay and will be paid in lieu of earned vacation. Resignations from employment shall be in writing to the Chief of Police.

SECTION 17.5

When an employee is on a scheduled vacation they shall not return until the scheduled date of return except by mutual agreement of the Chief or his designated representative.

ARTICLE 18 - GROUP INSURANCE

SECTION 18.1

All full-time permanent employees and their dependents are eligible for coverage under the Employer's group insurance policy.

SECTION 18.2

Effective July 1, 2006 employee deductibles when using the City's Preferred Provider (PPO) plan shall be $350 per individual or $700 per family. Effective January 1, 2007, employee deductibles when using PPO providers shall be $500 per individual or $1,000 per family. The PPO, non-PPO, and out-of-area deductibles are mutually satisfying. The dental deductible shall be $50 per individual or $100 per family.

SECTION 18.3

The Employer will pay eighty-five percent (85%) of the cost of the insurance coverage and the employee will pay fifteen percent (15%). The amount paid by the employee will be rounded to the nearest fifty cents.

SECTION 18.4

A new employee who works at least thirty hours per week on a regular basis is eligible for coverage on the first day of the month coinciding with or immediately following the completion of one month of full-time employment.

SECTION 18.5

Two representatives from the Bargaining Unit shall be appointed by the Bargaining Unit and shall serve on the City's Employee Benefit Committee (as long as the Employee Benefit Committee is maintained by the City) to discuss and maintain group insurance benefits.

The representatives shall act as liaisons between the Committee and the Union working toward group insurance coverage that will be acceptable and beneficial to the employees and to the City. Any significant changes in the group insurance plan would be pending approval of the Union.

ARTICLE 19 - COMPENSATORY TIME

SECTION 19.1

Compensatory time in lieu of overtime at an overtime rate may be accumulated. The employee shall have the option of cashing in any or all earned compensatory time each June. The employee shall use or be paid for the balance of comp time hours in excess of 85 before each July 1.

SECTION 19.2

The employee will provide the Supervisor with at least three (3) days' notice of taking comp time unless shorter notification is permitted by the Supervisor. Comp time may be taken all at one time or in smaller increments at the discretion of the Supervisor and/or the Chief of Police. Comp time may be used in 15 minute increments after the first hour of comp time usage.

ARTICLE 20 - WORK RULES

SECTION 20.1

Written work rules, if promulgated by the Shift Supervisor, will be submitted to the Chief of Police for review before those rules are effective.

ARTICLE 21 - SHIFT TRADES

SECTION 21.1

Employees may trade shifts subject to the approval of the Employer as long as 1) trades are mutually agreeable by the employees, are for their convenience and not that of the Employer, 2) shifts trade are paid back within ninety (90) days of the initial trade date, 3) an employee leaving for any reason who has not paid back trade time will have wages for the trade time deducted from the final paycheck and paid to the individual to whom they belong, 4) shifts to be traded will be decided upon when the initial trade is made. All four conditions must be met before shifts may be traded.

ARTICLE 22 - WORK CYCLE CALCULATION

SECTION 22.1

Employees who are on vacation, sick leave, personal days or normal holiday during the normal work cycle will have this time calculated as normal work time for the purpose of calculating the hours within the work cycle.

ARTICLE 23 - WAGES

The following wages shall be effective July 1, 2006:

OFFICERS AND DETECTIVES	JULY 1, 2006
Less than 1 year service (certified when hired)	$16.96
Less than 1 year service (not certified when hired)	$16.22
3 to 5 years service	$19.53
5 to 7 years service	$20.08
7 to 10 years service	$20.93
10 to 15 years service	$21.31
15 to 20 years service	$21.44
20 or more years service	$21.62

CLERICAL	
0 to 6 months	$11.22
6 months to 3 years	$12.10
3 to 5 years	$12.95
5 to 7 years	$14.13
7 to 10 years	$14.21
10 to 15 years	$14.57
15 to 20 years	$14.69
20 or more years	$14.88

COMMUNICATIONS OPERATORS	
0 to 6 months	$12.07
6 months to 1 year	$13.10
1 to 3 years	$14.09
3 to 5 years	$14.95
5 to 7 years	$16.12
7 to 10 years	$16.64
10 to 15 years	$17.16
15 to 20 years	$17.30
20 or more years	$17.52

* - In addition, the Chief will be vested with the authority to place new officers on the one-to-three year bracket based upon past experience. This placement will be solely in the discretion of the Chief. If officers are given past credit, this does not waive their probationary period. The placement can be made at any time during the probationary period.

Effective July 1, 2007 the base wage schedule in effect July 1, 2006 shall be adjusted by an increase in a range of no less than 2.75% nor greater than 3.25%. The increase shall be determined by the CPI-U Midwest Region April percentage for the 12-month percentage change chart as published by the Bureau of Labor Statistics. Additionally on July 1, 2007 each base wage rate shall be increased by $200 divided by either 2,080 or 2,145.

ARTICLE 24 - SUPPLEMENTAL PAY

SECTION 24.1 If an employee who is off duty is called back to work, or who is called in on a day off, the employee shall receive a minimum of two hours pay at overtime rate provided that such work is not in conjunction with or a continuation of the normal shift.

SECTION 24.2 COURT TIME. If an employee is subpoenaed for a court hearing (either by phone or in court) on a scheduled day off, the employee shall receive a minimum of three hours of pay. If an employee is subpoenaed for a court hearing (either by phone or in court) on a scheduled workday, but during nonworking hours, the employee shall receive a minimum of two hours of pay. Compensation shall be at one and a half (1 1/2) times the regular rate provided the number of regular hours exceeds the number of regular hours in a work cycle.

SECTION 24.3 OUTSIDE EMPLOYMENT FOR SWORN POLICE PERSONNEL

(A) No employee shall accept outside employment that is in conflict with his or her position as a police officer. No employee shall work such hours per week or engage in such physical employment that will hinder the performance of his or her position in the Department.

(B) All outside work shall be approved by the Police Chief or the Police Chief's designee prior to its performance.

(C) Individuals performing outside employment shall be considered employees of the City of Marshalltown while performing said work. Hours worked shall be entered on the employee's time sheet and paid through the City payroll system. Overtime shall be paid in accordance with Section 11.3. Compensation for extra duty jobs where the City is not the source of the funding will be paid as wages and will not be eligible for comp time.

SECTION 24.4 TRAINING OFFICER PAY. Employees certified as Field Training Officers or Communication Training Operators and are selected for the training program by the Police Chief, or the Chief's designee shall receive a premium of 25¢ per hour. This premium shall be paid on top of the employee's regular base wage rate for all hours worked during the fiscal year, while designated as a Training Officer/Operator.

ARTICLE 25 - CANINE UNIT

SECTION 25.1 USE OF CITY VEHICLES. All members of the Marshalltown Police Department Canine Unit will be permanently assigned a properly equipped "take home" vehicle suitable for transportation of the canine assigned to that officer in the performance of official duties which vehicle shall be available to the officer on a twenty-four (24) hour basis without regard to geographic location of the residence of the officer. This vehicle assignment shall be in lieu of the right of the officer to claim any expenses associated with the transportation of that animal.

SECTION 25.2 The Canine Police Officers will have at least one hour per day for canine home care. As long as the City has two police dogs, the rate for canine home care will be at a rate not to exceed 25% of the canine officers' normal rate of pay. If the City only has one police dog, the rate for canine home care will be at a rate not to exceed 50% of the canine officers' normal rate of pay. Weighted averaging will be used to compute officers' pay for the canine care hours and for the canine officers' regular 82.5 hour work cycle. Hours worked in excess of 82.5 that are not canine care hours, shall be compensated at time and a half the employee's rate of pay as shown on the wage schedule in Article 23, and those hours shall not be used in the weighted averaging calculations.

SECTION 25.3 Time spent by the Officer/Handler in caring for a city-owned dog at the handler's residence is compensable, including time spent on days off and during vacation periods.

SECTION 25.4 The Police Department shall be responsible for all incidental expenses connected to the Canine Handler assignments, such as food for the dog, bowls, leashes, harnesses, etc.

SECTION 25.5 Veterinary visits for the dog, except for emergencies, shall be performed by a veterinarian approved by the Department. A Canine Handler who anticipates being out of the City and separated from his dog must notify the Police Department so that the Department can make appropriate kennel arrangements at a kennel approved by the Department. While boarding, the City will not pay the officer for handling.

SECTION 25.6 All training for those police officers shall be approved by the Department.

Section 25.7 A Canine Officer shall be allowed to use one day of accumulated paid sick leave due to the death of his or her canine.

ARTICLE 26 - MISCELLANEOUS

SECTION 26.1 Regular part-time employees will receive pro-rata benefits based on their regularly scheduled hours of work. Regular part-time employees are those who are regularly scheduled to work 30 hours or more per week. Part-time employees are eligible to advance in their respective pay steps when the employee has worked the same total number of hours as is required for a regular full-time employee to make a similar advance.

SECTION 26.2 If part-time people move to a full-time position, they will be given pro rata credit for their time worked towards establishing their seniority date as a full-time employee. The total number of hours worked in the part-time position will be calculated, including any hours paid as holiday, sick leave, vacation or bereavement, and the total number of hours will be divided by 8. Using the date that the employee is moved to a full-time position and counting backward using 40 hour workweeks until all the 8 hour days are used up, will produce the employee's new seniority date. That seniority date shall also be used for moving on the pay schedule from one bracket to another. It is acknowledged that the new seniority date may give said employee more seniority than another full-time employee.

The employee will also receive this pro rata credit for work performed in the same job classification for compliance with a probationary period. If an individual moves to another job classification, credit as a part-time employee will not be provided for any of these purposes.

SECTION 26.3 If a full-time employee bids to a higher paying level, he or she will be placed on the next bracket which avoids a cut in pay. If he or she bids down, he or she will be placed upon the pay bracket that avoids a cut in pay except that an employee who bids down shall not be paid more than the rate of the highest years of service bracket for that job classification.

ARTICLE 27 - PRINTING OF THIS AGREEMENT

SECTION 27.1 The Employer will print this Agreement and will provide all current employees of the Police Department and all employees hired subsequent to the date thereof in the Police Department with a copy of this Agreement.

ARTICLE 28 - DURATION OF THIS AGREEMENT

SECTION 28.1

This Agreement shall be effective July 1, 2006, and shall be in full force and effect through June 30, 2008. Negotiations for a new contract shall begin no later than October 15, 2007.

SECTION 28.2

This Agreement constitutes the entire Agreement between the parties and concludes all collective bargaining for its duration, except as may be otherwise expressly provided for in this Agreement.

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL 238, Affiliated with I.B.T.

BY: _____
Gary Dunham
Secretary-Treasurer

BY: _____
Rik C. Willett
Business Representative

CITY OF MARSHALLTOWN
POLICE DEPARTMENT

BY: _____
Gene L. Beach
Mayor

BY: _____
Richard Hierstein
City Administrator

BY: _____
David L. Walker
Chief of Police

ATTEST: _____
Shari Coughenour
City Clerk

PERB

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