Red Oak Teamsters #238 (Police) 7/1/2004 6/30/2007

RED OAK/TEAMSTERS #238 (POLICE) 04-07

AGREEMENT

BETWEEN

CITY OF RED OAK, IOWA

AND

THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, AND
HELPERS OF AMERICA

LOCAL #147

POLICE DEPARTMENT

EFFECTIVE: JULY 1, 2004

EXPIRES: JUNE 30, 2007

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ARTICLE 1
RECOGNITION

THIS AGREEMENT is executed by the City of Red Oak, Iowa hereinafter referred to as "City", and the Over-the-Road, City Transfer Drivers, Helpers, Dockmen and Warehousemen, Local Union No. 147, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

Pursuant to, and in accordance with, all applicable provisions of the "Public Employment Relations Act" of the State of Iowa, hereinafter referred to as the "Act", and in recognition of the Public Employment Relation Board's Certification of said Union, the City does hereby recognize the Union during the term of this Agreement for all employees of the City included in the "Bargaining Unit".

This collective Bargaining Agreement shall cover the following job classifications for permanent employees of the Red Oak Police Department who have successfully completed their probationary period:

> Sergeant, detective/investigator, senior patrolman, master patrolman, patrolman, permanent reserve officers, and records employees.
>
> Permanent reserve police officers are employees who have fulfilled the statutory requirements for reserve police officers and, although not scheduled on a regular shift, may be used to replace or supplement the full-time officers

ARTICLE 2
UNION-MANAGEMENT RELATIONS

All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the City.

ARTICLE 3
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 of Red Oak, Iowa.

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, and to assure the effective and efficient operations of municipal government in the City of Red Oak, Iowa.

SECTION 3.
It is the intent and purpose of the parties hereto to set forth an agreement containing the negotiated understandings of the parties respecting wages, hours of work, and certain terms and conditions of employment to be observed by the parties hereto, and to prevent any strike, work stoppage or other interruption of work or interference with the Employer's operations.

ARTICLE 4
MANAGEMENT RIGHTS

SECTION 1.
In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely and exclusively to the Employer:

a. The right to manage the Employer's operations and to direct the working force;

b. The right to hire employees;

c. The right to maintain order and efficiency;

d. The right to extend, maintain, curtail or terminate operations of the Employer, to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;

e. The right to assign work;

f. The right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;

g. The right to create, modify and terminate departments, job classifications and job duties;

h. The right to transfer, promote and demote employees;

i. The right to discipline, suspend and discharge employees for proper cause;

j. The right to layoff;

k. The right to determine the number and starting time of shifts, the number of hours and days in a work week and the hours of work;

l. The number of persons to be employed by the Employer at any time;

m. The right to enforce and require employees to observe rules and regulations set forth by the Employer;

provided, however, that these rights will not be for the purpose of discriminating against any employee because of his membership or non-membership in the union, and shall not conflict with applicable law or the provisions of this contract.

SECTION 2.
The list of management rights set forth in Section 1 is not exclusive and it is understood that, except as specifically and expressly modified by this Agreement, all of the rights, powers, and authority and prerogatives which the Employer had prior to this Agreement are retained by it and reserved to the Employer and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 5
UNION RIGHTS

The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the City; however, nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

ARTICLE 6
WORK STOPPAGE

SECTION 1.
The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

SECTION 2.
The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone, or participate in any work stoppage, strike, slow down, or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

SECTION 3.
No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slow down, or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

SECTION 4.
In the event of a violation of Section 3 of this Article, the Union agrees that it will take immediate, affirmative steps with the employees involved to bring about an immediate resumption of normal work.

ARTICLE 7
PROBATIONARY PERIOD

All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

a. The probationary period for newly hired police personnel who have completed the State Police Academy shall be six (6) months. The probationary period for police who have not completed the State Police Academy is twelve (12) months or is two (2) months after Academy completion whichever is longer. On promotional appointments, the probationary period for police department shall be six (6) months. Newly hired employees will accumulate but not receive credit for earned vacation until completing their probationary period.

b. Probationary employees may be separated for any cause by the City during the probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.

c. The probationary period for employees promoted to a classification assigned to a higher pay grade shall be six (6) months. Such probationary employees may be removed, at any time during this period without appeal. A permanent employee who vacates his/her position to accept a probationary appointment to a class higher in a level and who is rejected during the probationary period shall be reinstated to his/her former position.

ARTICLE 8
UNPAID LEAVE

SECTION 1. ELGIBILITY REQUIREMENTS.
At the discretion of the Employer, regular permanent employees shall be eligible for unpaid leaves of absence after the employee's probationary period.

SECTION 2. TERMS OF LEAVE.
During an unpaid leave, an employee:

a. Receives no compensation;
b. Does not earn vacation or sick leave;
c. Does not collect sick leave benefits;
d. Does not contribute to retirement;
e. Must reimburse the Employer for all group hospital and medical insurance premiums paid while on leave, if coverage is desired to be continuous.

Employees shall be entitled to family leave as set out in Federal law.

ARTICLE 9
FUNERAL LEAVE

All probationary and permanent employees will be allowed time off with pay to attend funerals on the following schedule:

a. Three (3) days per occurrence for arrangement and attending funeral of wife, husband, child, mother, father, step mother, step father, brother or sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law or sister-in-law.

b. Additional time may be taken by employee upon approval of the Employer but any such additional time shall be charged to sick leave.

Any employee who gives the City a false reason to obtain paid funeral leave will be subject to discipline.

ARTICLE 10
EMPLOYEE EVALUATION

The Police Chief shall evaluate the performance of each new employee after six (6) months of employment and yearly thereafter to coincide with budget submission dates. The Department Heads shall review the evaluation with the employee and said evaluations may service as the basis for disciplinary action against the employee subject to the provisions of this Agreement.

ARTICLE 11
INCOMPATIBLE ACTIVITIES

An employee shall not become involved in any activity which impairs his attendance or full efficiency in the performance of his duty as a police officer. An employee shall not engage in any employment activity or enterprise which is inconsistent, incompatible or in conflict with duties as a police officer or in conflict with his status as a City employee.

ARTICLE 12
GENERAL CONDITIONS

SECTION 1.
This Agreement shall be construed under the laws of the State of Iowa.

SECTION 2.
Whenever the context of this Agreement permits, the masculine includes the feminine or masculine, the singular number includes the plural, and references to any party includes its agents, officials and employees.

SECTION 3.
Whenever reference is made in this Agreement to the approval of the Chief, such term shall also includes the designated representative of the Chief.

ARTICLE 13
HOURS OF WORK

The work day shall consist of not less than eight (8) consecutive hours, and the work week shall consist of at least (40) hours. Exceptions will be made for services which do not conform to a normal work day and for services which are on continual call. Meal periods and rest periods

will be established by the Chief. The work break is not an employee right and the break may never be used as a valid reason for failure to perform tasks which have been directed by Management. Excessive breaks shall be cause for disciplinary action. There will be no split shifts unless by mutual agreement of the parties.

Reserve officers may be used to supplement the regular force of officers. Reserve officers may also be used to replace a position on the schedule usually occupied by a full-time officer when that full-time officer is not available for work. In the event a work shift has been designated as 'open' when the work schedule is posted, any full-time officer may sign up to work the 'open' shift, up to seven days after the work schedule is posted. Reserve officers will be scheduled to work as needed by the Chief of Police or his designee. The scheduling of part-time officers shall be the same as reserve officers.

ARTICLE 14
IN-SERVICE EDUCATION

Upon the request of the employee, and approval by the Chief and the City Administrator, a permanent full-time City employee may be reimbursed for educational costs subject to the following requirements:

1. The course shall directly relate to the employee's current job duties.

2. Such course work must be completed at an officially accredited educational institution or given by a certified instructor.

3. The employee shall satisfy the necessary prerequisites of the course for which reimbursement is being requested, and shall receive approval of the Chief prior to enrolling in the course.

4. The employee shall successfully complete the course.

5. Participation in the course shall be solely on the employee's time, unless waived by the Chief. Employees who attend courses required for the retention of their job shall be compensated for off duty time actually spent in attending such courses.

6. An employee who is attending school required for the retention of his job on a full-time basis shall not be required to work extra hours except in emergencies.

7. In the event the employee chooses to pursue a course of study leading to a two-year associate of arts of science degree, the employee shall sign an agreement with the City agreeing to remain an employee of the City for at least two years following the receipt of said degree. If the employee chooses to leave the employment of the City prior to the expiration of this two-year time period, the employee shall repay the City the cost of his schooling on a prorata basis, based on the length of time the employee has remaining with the City subsequent to receiving his degree.

8. An employee who chooses to pursue a course of study leading to a four year bachelor of arts or science degree shall sign an agreement with the City agreeing to remain in the employment of the City for four (4) years following the date of receiving said degree. In the event that said employee chooses to leave the employment of the City prior to the expiration of this four year time period, the employee shall repay the City the cost of receiving his degree on a prorata basis, based on the number of years served for the City subsequent to receiving said degree.

ARTICLE 15
HEALTH AND SAFETY

All prospective employees must satisfactorily pass a physical examination given by their own physician at their own expense prior to being hired by the City. Departments may require employees to pass an annual physical examination which shall be at the City's expense. The City's Drug Policy shall be that policy set out in Appendix "B" attached to this Contract, and expenses resulting from the application of this policy shall be paid by the city.

ARTICLE 16
SENIORITY

Seniority is determined by the length of continuous unbroken service as a permanent full-time employee of the City.

Employees shall forfeit all seniority rights when they resign, retire or are terminated.

ARTICLE 17
PAY PERIODS

All permanent full-time employees who are members of the bargaining unit shall be paid on a bi-weekly basis.

ARTICLE 18
EQUIPMENT

A. The City shall provide the employee classed under this contract as Sergeant, Detective/Investigator, Senior Patrolman, Master Patrolman, Patrolman, with uniforms, leather and footwear for police use. The employee shall purchase his own weapons. All uniforms, leather and footwear shall be replaced on a fair wear and tear basis to approval by the Chief.

B. The City shall provide all records personnel with uniforms to be worn while on duty, if wearing of uniforms is required by departmental policy.

C. Any attempt by the employee to purchase uniforms, leather or footwear without following proper procedures or attempts to charge uniforms or equipment to the City of Red Oak contrary to the provisions of Paragraphs A and B above, the employee will subject himself/herself to disciplinary action under the terms of this contract.

ARITICLE 19
OVERTIME

Overtime shall be paid at the rate of one and one-half times the normal pay rate for all time worked in excess of forty (40) hours per week. Vacation time and compensatory time will be included as time worked in the computation of overtime; however sick leave shall not be counted as time worked.

Such overtime compensation may be made in either cash or compensatory time ("C" time) off. The employee's request for cash or "C" time off shall be considered, but the Chief's decision shall be final. Individual employees may accrue "C" time up to 16 hours and when their balance exceeds 16 hours the Chief may direct that the employee use sufficient time off to reduce the balance to 16 hours within a reasonable period of time.

Only overtime authorized by the Chief of Police or his designee will be paid under this agreement.

Overtime shall not be assigned to part-time or reserve officers if full-time officers have not been scheduled for a minimum of forty (40) hours during that work week.

A two hour minimum "call in" time will be observed and will be paid at one and one-half (1 ½) times the regular rate. Scheduled working hours that begin "early" or result in a "holdover" are not call-in time for this purpose.

ARTICLE 20
DUES CHECK-OFF

During the life of this Agreement and in accordance with the terms of the authorized dues check-off form, the City agrees to deduct Union dues and assessments levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executed or has executed the authorization form.

The deductions shall be certified to the City by the Treasurer of the Union on the appropriate forms, signed by the employees, and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The employee and Union agree to indemnify and hold the City harmless against any and all claims, suits, orders and judgements brought or issued against the City as a result of any action taken or not by the City under the provisions of this Section.

Dues deduction forms will be supplied by the Union.

ARTICLE 21
LAYOFF AND RECALL

SECTION 1. ADVANCE NOTICE.
In the event a reduction in force becomes necessary, the City agrees to provide affected employees with fourteen (14) days notice of the termination.

SECTION 2. ORDER OF LAYOFF.
The City shall determine whenever it is necessary for employees of a specific class to be laid off, and the order of layoff shall be as follows:

a. Temporary employees;
b. Part-time employees;
c. Probationary employees;
d. Permanent employees in reverse order of their seniority, provided that the remaining employees have the qualifications and skills to perform the necessary work.

Employees so laid off shall be eligible to be rehired on the basis of their seniority, provided that they are still qualified and able to perform the work. When an employee is notified to return to work, satisfactory arrangements to do so must be made by the employee within five (5) working days of notification or said employee will be automatically removed form the re-employment list.

ARTICLE 22
HEALTH INSURANCE

The Employer shall provide, to all regular full time employees in the Bargaining Unit, employee (single) health insurance benefits at no cost to the employee.

Each employee who, in addition to the above, elects family coverage shall pay, through regular authorized payroll deductions, a portion of the premium (after subtracting the single premium from the family premium) each month equal to the following amounts: during the first year, July 2004 - June 2005 fifteen percent (15%) not to exceed $90.00 per month; during the second year, July 2005 - June 2006 fifteen percent (15%) not to exceed $95.00 per month; and during the third year, July 2006 - June 2007 twenty percent (20%) not to exceed $100.00 per month.

ARTICLE 23
MILEAGE

When a City employee is entitled to be paid for expenses in performing a public duty, a charge will be made, allowed and paid for the use of an automobile at the rate allowable under the Federal I.R.S. provisions.

ARTICLE 24
EXPENSES

All City Employees under the Agreement entitled to reimbursement for necessary expenses incurred in the line of duty shall be reimbursed for these expenses. Said request for reimbursement shall be subject to the Police Chief's approval.

ARTICLE 25
HOLIDAYS

The parties hereby agree to designate the following holidays:

1. New Year's Day, January 1;
2. Washington's Birthday (Third Monday in February);
3. Easter Sunday;
4. Memorial Day (Last Monday in May);
5. Independence Day, July 4;
6. Labor Day (First Monday in September)
7. Veterans' Day, November 11;
8. Thanksgiving Day (Fourth Thursday in November);
9. Friday after Thanksgiving Day (Forth Friday in November);
10. Christmas Day, December 25.

To be eligible for any premium Holiday pay the employee must actually work the last regularly scheduled workday just prior to the Holiday and the first regularly scheduled workday following the Holiday, or be on approved leave.

Holidays shall be observed on the actual days on which they occur. No holiday granted to an employee under this Article will be considered as vacation time, and said holiday time shall not be included in the computation of the amount of vacation which an employee is entitled to receive.

All permanent full-time employees will receive eight (8) hours straight time holiday pay for each holiday. Employees who call in sick on holidays shall not receive their holiday pay; however, an employee who is assigned to work a holiday for another scheduled employee who has called in sick shall receive, in addition to their eight hours of holiday pay, the sick employee's eight hours holiday pay as well. All permanent full-time employees who work a holiday will receive double time pay for all time actually worked on the holiday. Past practice of the Chief with

regard to interpretation of who is eligible for double time pay under this provision of the contract shall continue in effect for the next contract period.

Employees will be allowed one paid personal day per year.

Part-time employees who work a holiday shall receive double their normal hourly rate.

ARTICLE 26
VACATION

Regular Full-time employees shall be entitled to a paid vacation at their basic rate of pay on the following basis:

Years of Continuous Service	Vacation time off
Completion of 1 year	40 hours
Completion of 2 years	80 hours
Completion of 7 years	120 hours
Completion of 15 years	160 hours

No vacation may be carried forward to the next year without approval by the Chief and the City Administrator. The Chief will have control of the scheduling of all vacations. Employees may use compensatory time in combination with their vacation time with the Chief's approval. The employees' vacation schedule shall be approved by the Chief.

A terminated employee shall receive pay for all accrued vacation due. There will be no vacation or sick leave accrual during leave without pay.

When a holiday occurs during a scheduled vacation, the holiday will not be counted as a vacation day. Vacation time shall be taken within one year after the employee's anniversary date of employment. Failure to use vacation time within this period shall forfeit the employee's right to such vacation time unless prior approval is granted by the Chief. An employee may exchange one (1) week of vacation for pay each year.

Upon an employee's resignation, retirement or death, the employee or their estate will be compensated for unused accrued vacation time.

ARTICLE 27
SICK LEAVE

Full-time employees will earn sick leave at the rate of two (2) days per month to a total of twenty-four (24) working days per year with a maximum accumulation of ninety (90) working days. Employees will be allowed to use sick leave in hourly increments.

For absences of three (3) consecutive duty shifts, a doctor's signature may be required. Sick leave may not be used as vacation. If it is necessary to be absent for any reason, the employee shall notify the Department Head as far in advance as possible. In case of unexpected absence due to an emergency, the Department Head should be notified as soon as possible.

Upon retirement under Federal or State retirement provisions, or death, employees shall receive additional compensation for accrued or unused sick leave, up to a maximum of sixty (60) days. Upon termination, employees shall receive no additional compensation. Upon death of any employee, the accumulated sick leave will be paid to the employee's estate.

ARTICLE 28
GRIEVANCE

SECTION 1.
A grievance shall mean any difference between the Employer and employee with regard to the interpretation, application or violation of any of the terms and provisions of this Agreement. Employees shall use the grievance procedure except where otherwise provided by law for the resolution and determination of all disputes which arise from the terms and conditions of this Agreement. Unless a grievance is appealed as set out below, it shall have no further validity or effect. If a grievance is not filed within the time limits stated, the grievance shall be waived.

SECTION 2. PROCEDURE.
Grievances that may arise shall be processed and settled in the following manner.

1. The grievance shall first be discussed informally between the employee involved and the employee's immediate supervisor within five (5) calendar days after the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his answer to the aggrieved employee within five (5) calendar days after such discussion. The failure of the supervisor to reply within five (5) calendar days shall be deemed a denial of the grievance, and it may then be appealed to the next step.

2. If the grievance is not resolved by step 1, the employee shall within five (5) calendar days following completion of step 1, present the grievance in writing to the Chief or his designated representative. The written grievance shall contain a statement from the employee specifying the nature of the grievance and the relief or remedy desired. The Chief or his representative shall investigate and issue a decision in writing within a period of ten (10) calendar days. The failure of the Chief to issue a written decision within the ten (10) calendar days shall be deemed a denial of the grievance and it may then be appealed to the next step.

3. A grievance not settled in step 2 may be appealed within five (5) calendar days of receipt of the decision or, if no written decision was made, then within five (5) calendar days
after such decision could have been issued. The appeal shall be made in writing to the Mayor and/or City Administrator. The Mayor and/or City Administrator shall hold a meeting with the grievant and his representative within ten (10) calendar days, unless the time is extended by mutual agreement. The meeting shall be closed to the public. The Mayor and/or City Administrator shall issue a decision in writing within five (5) calendar days after the meeting.

4. If the grievance is not settled in step 3, it may be appealed to arbitration by the employee or the employee's representative. A notice of appeal to arbitration must be in

writing and submitted to the Mayor and/or City Administrator within seven (7) calendar days after the completion of step 3. Said written notice shall be signed by the Union and employee and shall state the specific section of the agreement which is to be considered by the arbitrator and the specific relief requested. A representative of the Employer and the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator, the parties shall jointly request the Iowa Public Employment Relations Board to submit a list of five arbitrators. On 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 remaining person shall act as the arbitrator.

5. 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 an opinion and an award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of the 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 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 aggrieved employee.

6. The costs of the arbitrator shall be shared equally by the parties.

ARTICLE 29
SHIFT DIFFERENTIAL

Eligible employees shall receive a shift differential of:

Shifts beginning between	5:00 A.M. and 1:00 P.M.	-no shift differential
Shifts beginning between	1:01 P.M. and 4:59 A.M.	-plus $0.25 per hour

The shift differential shall be paid to employees who are permanently assigned to the shift.

A permanent assignment is defined as being assignment in excess of ten (10) working days.

ARTICLE 30
WAGES

An employee covered under this Agreement and under the attached Pay Schedule in Appendix A shall be paid the wage shown for the applicable classification.

ARTICLE 31
LONGEVITY

Permanent full-time employees shall receive longevity pay after they have completed five (5) consecutive years of service. Longevity pay shall consist of an additional $.01 per hour for each full year of service the employee has completed (e.g., if an employee has completed ten full years of service, he would receive an additional $.10 per hour).

ARTICLE 32
DRUG TESTING

The City shall have the right to conduct employee drug testing pursuant to the provisions set out in the City Drug Testing Policy which is attached to this Agreement and marked Appendix B.

ARTICLE 33
CONTRACT PERIOD

This Agreement shall be in full force and effective from July 1, 2004 through June 30, 2007.

THIS AGREEMENT was approved by the City Council of Red Oak on the 12th day of February, 2004, and was signed on behalf of the City by the Mayor Pro Tem of Red Oak and on behalf of the employees by their bargaining representative on this 20th day of February, 2004.

FOR THE CITY OF RED OAK, IOWA

Ivan Craig, Mayor Pro Tem

FOR THE EMPLOYEES OF RED OAK

Michael Stanfield
Bargaining Representative
Local 147 of the Teamsters Union

Local Steward

APPENDIX A

Employees' wage schedules are effective July 1 of each year.

	Current	2004	2005	2006
Sergeant/Detective	$15.68	$16.07	$16.47	$16.97
Senior Patrolman	$15.41	$15.72	$16.07	$16.47
Mastor Patrolman	$14.83	$15.13	$15.47	$15.85
Patrolman	$14.31	$14.60	$14.92	$15.30
Part-time Reserve	$10.13	$10.13	$10.13	$10.13
Records Supervisor	$11.98	$12.22	$12.49	$12.81
Records Employee (including current part-time)	$11.30	$11.53	$11.79	$12.08
Records Part-time	$8.30	$8.47	$8.66	$8.87

Sergeant/Detective wages are based on 2.5% increase for 2004, 2.5% for 2005 and 3% for 2006.

Part-time Reserve Officer wages are frozen for the duration of this contract.

All other wages are based on 2% increase for 2004, 2.25% for 2005 and 2.5% for 2006.

APPENDIX B

DRUG AND ALCOHOL POLICY

The City is covered by the requirements of the Drug-Free Workplace Act. The Act recognizes that drug use can adversely impact the workplace. Employees under the influence of drugs or alcohol while on the job pose a grave threat not only to themselves, but also to anyone with whom they come in contact.

Possessing, using, purchasing, distributing, selling or being under the influence of alcohol or drugs without medical authorization during your work day, while on the City's premises, or while conducting City business is prohibited. Compliance with this program is a condition of employment. Violations may lead to disciplinary action up to and including immediate discharge.

The City will require all employees to undergo testing to determine the presence of alcohol or drugs under the following conditions occurring on City premises:

1. If an employee has been involved in a work related accident, not including a cumulative trauma injury, which involves medical treatment by a doctor; or

2. If the City has reasonable cause to believe that the employee is under the influence of alcohol or drugs.

When the City has reasonable cause to believe that an employee is under the influence, it shall reduce the basis of such belief to writing. A copy of such written basis shall be given to the employee if the employee is required to submit to testing. Reasonable cause exists when the facts and circumstances within the knowledge of the City are sufficient to warrant a prudent person to conclude that an employee is under the influence of alcohol or drugs. Statements made by an employee shall not in itself constitute reasonable belief.

An employee who refuses to consent to or submit to such testing shall be subject to immediate discharge.

An employee using or being under the influence of alcohol or drugs at work, may avoid disciplinary actions, as explained in the attached administrative guide, by voluntarily participating in evaluation and substance abuse treatment programs as provided under the City employee benefit plans.

Under the Act, if an employee is convicted (including a plea of no contest) of a criminal drug violation in the City workplace, as a condition of employment the employee must inform the City within five days after the conviction.

The operation of the above will be conducted in conjunction with the attached administrative guide.

EMPLOYEE ALCOHOL/DRUG TESTING
ADMINISTRATIVE GUIDE

1. As used in this document, "drug test" means any blood, urine, saliva, breath or skin tissue test conducted for the purpose of detecting the presence of a chemical substance in an individual.

2. If the City requires an employee to submit to a drug test, the following conditions will apply:

   a. The employee will be required to consent in writing to the drug test using a form designated by the City.

   b. The test sample withdrawn from the employee will be analyzed by an N.I.D.A. approved laboratory or testing facility.

   c. The City and Union may work with the N.I.D.A., approved laboratory to select an independent medical review officer (MRO) who will interpret all positive tests.
   The employee who tests positive will then have the right to submit to the MRO alternate medical explanations that may have caused the positive results. The MRO may request additional testing of the positive sample to confirm those explanations. All positive samples will be retained for one year. An employee may request a retest of that sample by the laboratory or another N.I.D.A. approved laboratory at the employee's expense.

   d. All specimens identified as positive on the initial test shall be confirmed using mass spectrometry/gas chromatography techniques at the cutoff levels listed in the Mandatory Guidelines for Federal Workplace Drug Testing (fr/vo.53, no. 69/April 11, 1988) or as modified by later Department of Health and Human Services Guidelines.

   e. The first time an employee's drug test indicates the presence of alcohol or a drug, the City will provide substance abuse evaluation, and treatment if recommended by the evaluation, with costs apportioned as provided under the employee benefit plan. The City will take no disciplinary action against an employee due to the employee's drug or alcohol involvement if the employee undergoes the substance abuse evaluation, and if the employee successfully completes substance abuse treatment if treatment is recommended by the evaluation. However, if an employee refuses evaluation, fails to successfully complete substance abuse treatment, or refuses such treatment when recommended by an evaluation, the employee will be subject to immediate discharge. The above substance abuse evaluation and treatment will take place under City approved programs

only. The employee will be required to provide written proof to the City of successful completion of the above treatment.

f. An employee having a second positive test within a two year period beginning with the date of the previous positive test, will be subject to immediate termination.

3. This document does not restrict the City's ability to prohibit the possession, purchase, distribution, selling or use of alcohol, drugs or drug paraphernalia on City premises or during work hours or to discipline employees for these activities.

4. This document does not prevent the City from conducting medical screening in order to monitor exposure to toxic or other unhealthy substances encountered in the workplace or in the performance of their job responsibilities.

5. The City will protect the confidentiality of the results of any drug test conducted on an employee. The results of the test will be recorded in the employee's personnel records; however, if an employee whose test indicated the employee was under the influence of alcohol or drugs or indicated the presence of a drug has undergone substance abuse evaluation and, when treatment is indicated under the substance abuse evaluation, successfully completed treatment for substance abuse, the employee's personnel records shall be cleared of any reference to the test or its results when the employee leaves employment.

6. The City's current procedures for drug tests as a part of pre-employment physical examinations are not affected by this document.

7. "Employee" as used in this program means any paid individual who performs work covered by the labor agreement.

8. "City premises" as used in this Policy includes all facilities, buildings, parking lots and vehicles owned, leased or used by the City for City business, and any physical location where the City is engaged in business.

9. "Drug" as used in this Policy means illegal chemical substances as defined in the Controlled Substances Act, over the counter and prescription medications that have been altered to provide similar effects as illegal chemical substances, or substances such as glue which are misused to provide similar effects as illegal chemical substances, and those prescription medications used other than as prescribed by an authorized medical practitioner.

The drugs to be routinely tested for as a drug test are as follows:

Marijuana metabolites
Cocaine metabolites
Opiate metabolites
Amphetamines
Phencyclidine

Initial Drug Test Levels shall be as listed in the Mandatory Guidelines for Federal Workplace Drug Testing Programs (fr/vol. 53, no. 69/April 11, 1988) and as modified by later Department of Health and Human Services Guidelines.

10. "Alcohol Test" as used in this Policy will be screening by breath analyzer methods. If the employee requests a confirmation from an independent source, confirmation will be by extraction and testing of a blood sample through a N.I.D.A. approved laboratory.

    Test Level for Alcohol - A blood alcohol concentration of .10 or greater, shall be considered sufficient to show an employee to be under the influence except when state law mandates that a different concentration level be used.

11. "Additional testing". The City may submit a request for additional testing for other chemical substances to the MRO when an employee initially tests negatively for alcohol and the listed drugs when such initial test was the result of the City having a reasonable belief that the employee is under the influence of alcohol or drugs. The MRO shall determine whether or not such additional testing is justified.