City of Carroll

627 N. Adams Street Carroll, Iowa 51401 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager MSPW

DATE: April 8, 2021

SUBJECT: Memorandum of Understanding between the City of Carroll and the Over-the-Road, City Transfer Drivers, Helpers, Dockmen, Warehousement, Inside Workers, State, County & Municipal Employees, Teamsters Local Union No. 238 - Carroll Police Department Unit concerning overtime, scheduling, and hiring bonuses

The City of Carroll currently has two openings for police patrol officers in the Carroll Police Department. To increase the applicant pool on certified offices, City staff is proposing that we offer a hiring bonus for certified officers. A number of police departments around the state are offering this type of incentive for certified officers. The proposal would to be provide up to a $5,000 hiring bonus for certified officers.

Staff sees two benefits when hiring a certified officer. First, it costs the City approximately $18,700 to send a new officer to the State Law Enforcement Academy. Second, a new officer spends 15 weeks at the academy and then they spend an additional 11 weeks in field training locally versus a certified officer that will spend only 3 weeks field training. Both of these are good benefits, especially now with two officer openings.

Since this is a form of compensation, it is subject to collective bargaining with the police union. Current police patrol officers have discussed this and they are willing to make this change to the current collective bargaining agreement that runs through June 30, 2023.

In making this change, the union has requested that the City change the schedule in order to provide a few full weekend (Saturday and Sunday) off in the schedule rotation. The current schedule rotation never provides both Saturday and Sunday off for our sergeants and police patrol officers. City staff has looked at various schedules around the state and have found a schedule that would accomplish this and still minimize overtime hours in the Police Department. One of the schedules that is being considered would provide 2 weekends off over an 8-week rotation in addition to a few Saturdays or Sundays off in the rotation. To make this schedule change the City would need to move from a 40 hour work week to an 80-hour two-week work period for the purposes of calculating overtime in the police union. Normally the FLSA looks at a single work week and requires employers to pay overtime when an employee works more than 40 hours in a week. Section 7(k) of the FLSA provides that employees engaged in fire protection or law enforcement may be paid overtime on a “work period” basis. Under this exemption for public safety employees,

a “work period” may be from 7 consecutive days to 28 consecutive days in length. Thus, the change to an 80-hour two-week work period is permissible under FLSA; however, a change to the collective bargaining agreement is needed to allow this change. City staff sees this change as being cost neutral to the City. This also provides a better working schedule as the City works to recruit new officers into the department.

It should be noted that Union Representative Brian Simpson of the Teamsters Local 238 has approved the MOU and in the essence of time it is being presented to the Council with only the Union Employee Representative signature on the document. Staff will follow-up after the document has been approved by the Council to obtain the signature of the local Union Representative.

RECOMMENDATION: Staff recommends approval of the Memorandum of Understanding between the City of Carroll and the Over-the-Road, City Transfer Drivers, Helpers, Dockmen, Warehousement, Inside Workers, State, County & Municipal Employees, Teamsters Local Union No. 238 - Carroll Police Department Unit concerning overtime, scheduling, and hiring bonuses.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARROLL AND THE OVER-THE-ROAD, CITY TRANSFER DRIVERS, HELPERS, DOCKMAN, WAREHOUSEMENT, INSIDE WORKERS, STATE, COUNTY & MUNICIPAL EMPLOYEES, TEAMSTERS LOCAL UNION NO. 238

WHEREAS, Chapter 17, of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be approved by the City Council by resolution; and

WHEREAS, the City of Carroll and the Teamsters Local Union No. 238 – Carroll Police Department agree to the Memorandum of Understanding, attached hereto as Exhibit "A"; and

WHEREAS, it is determined that the approval of the attached Memorandum of Understanding is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the Memorandum of Understanding attached as Exhibit "A", be authorized and approved, and that the Mayor, City Manager, and Police Chief are authorized to execute the agreement on behalf of the City of Carroll.

PASSED AND APPROVED this 12th day of April, 2021.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

_____
Eric P. Jensen, Mayor

Attest:

_____
Laura A. Schaefer, City Clerk

MEMORANDUM OF UNDERSTANDING

Between

City of Carroll

and

Over-the-Road, City Transfer Drivers, Helpers, Dockmen, Warehousement, Inside Workers, State, County & Municipal Employees, Teamsters Local Union No. 238

This Memorandum of Understanding (MOU) concerns overtime, scheduling, and hiring bonuses. This MOU is made and entered into this ____ day of _____, 2021; by and between City of Carroll (hereinafter "Employer") and the Over-the-Road, City Transfer Drivers, Helpers, Dockmen, Warehousement, Inside Workers, State, County & Municipal Employees, Teamsters Local Union No. 238 - Carroll Police Department Unit (hereinafter "Union").

The Employer and the Union agree to the following:

1. Section 19.1 of the collective bargaining agreement dated May 29, 2018 is deleted and replaced with the following:

   19.1 The purpose of this Article is not to be construed as a guarantee of hours of work or pay per day or days of work or pay per week. Determination of daily and weekly hours of work shall be made solely by the Employer. For purposes of overtime and compensatory time, the Employer will establish an eighty (80) hour fourteen (14) day work period as allowed by the Fair Labor Standards Act. Overtime or compensatory time will be provided for the hours worked over the scheduled number of work hours in the first seven days or the second seven days of the work period.

2. Section 19.3 of the collective bargaining agreement dated May 29, 2018 is deleted.

3. Section 19.5 of the collective bargaining agreement dated May 29, 2018 is deleted and replaced with the following:

   19.5 Pay periods shall be a minimum of twice a month.

4. The Employer, at their sole discretion, is permitted to provide a hiring bonus in an amount not to exceed $5,000 for new employees that possess certification from the Iowa Law Enforcement Academy as a Law Enforcement Officer, or possess law enforcement certification in another state and successful completion of all application and examination requirements as outlined in Iowa Administrative Code 501-3.8(80B). The terms of said hiring bonus are at the Employer's sole discretion.

This Memorandum of Understanding is effective once signed by the two parties and shall continue unless amended by mutual agreement of both parties or the expiration of the July 1, 2018 to June 30, 2023 collective bargaining agreement dated May 29, 2018.

For the Employer:

CITY OF CARROLL, IOWA

Eric P. Jensen, Mayor

Michel Pogge-Weaver, City Manager

Brad Burke, Police Chief

For the Union:

OVER-THE-ROAD, CITY TRANSFER DRIVERS, HELPERS, DOCKMEN, WAREHOUSEMENT, INSIDE WORKERS, STATE, COUNTY & MUNICIPAL EMPLOYEES, TEAMSTERS LOCAL UNION NO. 238

Union Representative

Jason Kirsch, Employee Representative

Employee Representative