City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager MJP-W

DATE: May 24, 2018

SUBJECT: Police Union Contracts

Negotiations with the Police Union has resulted in a contract (attached) signed by the Police Union representatives. The contract covers the period from July 1, 2018 to June 30, 2023.

Overall, I believe this is a very fair agreement and places the City is a very good position over the long term in regards to health insurance. Going into negotiations making a change to the health insurance plan design was the City's top priority. Today the City pays an equivalent of 8.3% of a police officer's annual wage toward individual health insurance and 18.3% toward family coverage. The need to control health insurance increases in the future is an important consideration for the City. Specifically, the group health insurance plan will remain the same through June 30, 2019. Starting on July 1, 2019 the agreement allows the City Council to annually set the health insurance program design. This language is especially important when the City faces large increases in health insurance premiums and with the changes to Chapter 20 that will remove health insurance program design language from the Public Works Contract starting on July 1, 2019.

The following are the notable changes from the current to the new contract:

	Current Contract	New Contract
16.2 – Footwear	$150 summer shoes $150 winter boots	$300 for footwear
19.2 – Compensatory time	Maximum accumulation of 40 hours.	Maximum accumulation of 60 hours. Each year paid down to 40 hours in last pay period of June
21.2 – Group health Insurance plan design	Set group health Insurance plan design in contract. $500/$1000 deductible. 80/20 co-insurance. $1000/$2000 maximum out of pocket costs. Prescriptions co-pays of $10/$25/$40. $10 office co-pays.	Keep current language until June 30, 2019. As of July 1, 2019, language is changed to: "Employees covered by this Agreement shall follow and be covered by the health insurance program design as set annually by the City Council."

22.4 – Shift Differential	No language on shift differential.	Employees regularly assigned to 1st Shift (overnight) shall receive an additional $0.20 per hour.
22.5 – Canine Pay.	No language on canine pay.	Current City policy added to the contract.
22 – Dues Checkoff	Allows City to deduct union dues from employees pay checks and remit them directly to the union.	Removed as required with changes to Iowa Code Chapter 20.

Financial impact is as follows:

	Top of range	Increase
July 1, 2017 (Current)	$27.677 per hour $57,568.16 per year	
July 1, 2018	$28.369 per hour $59,007.52 per year	2.5%
July 1, 2019	$29.220 per hour $60,777.60 per year	3.0%
July 1, 2020	$30.097 per hour $62,601.76 per year	3.0%
July 1, 2021	$31.000 per hour $64,480.00	3.0%
July 1, 2022	$31.930 per hour $66,414.40	3.0%

RECOMMENDATION: Mayor and City Council consideration and approval of a resolution for the Police Union Contract beginning July 1, 2018 and concluding June 20, 2023 and authorize the Mayor, City Manager, and Chief of Police to sign the agreement.

AGREEMENT

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

JULY 1, 2018 TO JUNE 30, 2023

TABLE OF CONTENTS

AGREEMENT 1

ARTICLE 1 2
RECOGNITION 2

ARTICLE 2 2
SEPARABILITY AND SAVINGS 2

ARTICLE 4 3
EMPLOYER RIGHTS 3

ARTICLE 5 3
NO STRIKE 3

ARTICLE 6 4
GRIEVANCE PROCEDURES AND ARBITRATION 4

ARTICLE 7 5
IMPASSE PROCEDURE 5

ARTICLE 8 6
SENIORITY 6

ARTICLE 9 7
UNPAID LEAVE OF ABSENCE 7

ARTICLE 10 8
FUNERAL AND EMERGENCY LEAVE 8

ARTICLE 11 9
JURY DUTY 9

ARTICLE 12 10
VACATION 10

ARTICLE 13 11
HOLIDAYS 11

ARTICLE 14 11
PAID SICK LEAVE 11

ARTICLE 15 12
MATERNITY LEAVE 12

ARTICLE 16 12
UNIFORMS 12

ARTICLE 17 13
PERSONAL PROPERTY 13

ARTICLE 18 13
HOURS OF WORK, OVERTIME AND COMPENSATORY TIME 13

ARTICLE 20 14
BREAKS AND MEALS 14

ARTICLE 21 14
GROUP HEALTH INSURANCE, LIFE INSURANCE, AND WORKERS' COMPENSATION 14

ARTICLE 22 16
JOB CLASSIFICATIONS AND WAGE RATES 16

ARTICLE 23 17
LONGEVITY 17

ARTICLE 24 18
BULLETIN BOARD 18

ARTICLE 25 18
RESERVED 18

ARTICLE 26 18
PHYSICAL FITNESS PROGRAM 18

ARTICLE 27 18
DURATION 18

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between CITY OF CARROLL, hereinafter referred to as the "Employer," and the OVER-THE-ROAD, CITY TRANSFER DRIVERS, HELPERS, DOCKMEN, WAREHOUSEMEN, INSIDE WORKERS, STATE, COUNTY & MUNICIPAL EMPLOYEES, TEAMSTERS LOCAL UNION NO. 238, hereinafter called the "Union," represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, whenever the work "Act" appears, this reference refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

ARTICLE 1
RECOGNITION

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for employees of the City of Carroll's Police Department which includes: all full-time and regular part-time Police Patrol Officers employed by the City of Carroll, Iowa. Excluded are: all elected officials, Captains, Sergeants, and other employees of the City of Carroll, Iowa, and all others excluded by the Public Employment Relations Act. Reference is made to Public Employment Relations Board Certification Case No. 3988 and all amendments thereto.

ARTICLE 2
SEPARABILITY AND SAVINGS

2.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3
NON-DISCRIMINATION IN EMPLOYMENT

3.1 The Employer and Union agree to comply with all non-discrimination in employment laws that are applicable.

3.2 Wherever this Agreement refers to the male gender, it shall also mean the female gender.

ARTICLE 4
EMPLOYER RIGHTS

4.1 Except to the extent expressly abridged by a specific written provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and right to: direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend, or discharge employees for proper cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to determine the number of employees to perform the assigned work; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify, and administer its budget; exercise all other powers and duties granted to the public Employer by law.

4.2 In addition to all authority, powers, rights and prerogatives of the Employer as set forth in the paragraph above, all of the authority, powers, rights and prerogatives of the Employer had prior to this or any other Agreement are retained by and reserved to it and shall remain within its exclusive control, except to the extent expressly limited by a specific provision of this Agreement.

ARTICLE 5
NO STRIKE

5.1 The Union and employees agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, boycotting, sit-ins, concerted group absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act.

ARTICLE 6
GRIEVANCE PROCEDURES AND ARBITRATION

6.1 The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

6.2 Informal:

A Police Officer shall discuss a complaint or problem orally with the applicable Sergeant in charge or his designated representative within two (2) calendar days following its occurrence in an effort to resolve the problem in an informal manner.

6.3 Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved Police Officer shall present a grievance in writing to the Police Chief within seven (7) calendar days following the oral discussion. The grievance must state a factual description of the complaint, the Section of the Agreement allegedly violated and the remedy sought. Within fifteen (15) calendar days after this Step 1 meeting, the Police Chief or his designated representative will answer the grievance in writing.

Step 2. Any grievance not settled in Step 1 of the grievance procedure shall be submitted in writing to the City Manager within ten (10) calendar days after receipt of the Police Chief's written answer. A meeting will occur and the City Manager will answer the grievance in writing within fifteen (15) days of when he/she met with the Police Officer on the grievance.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is post-marked within seven (7) calendar days after the date of the City Manager's or his designated representative's answer given in Step 2. After the Employer's answer in Step 2 and the grievance is unresolved, the grievance shall be heard by an arbitrator, if either party desires, within sixty (60) calendar days.

6.4 All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to

the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. These time limits may be extended only upon mutual agreement, to be followed by written acknowledgment.

6.5 After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator. If no arbitrator can be selected, the Iowa Public Employment Relations Board will be requested to furnish a panel of seven (7) approved arbitrators who reside in Iowa. Within seven (7) days after receiving this panel, the parties will select the sole arbitrator with the Union striking the first name.

6.6 The fees and expenses of the arbitrator will be shared equally between the Union and Employer. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on all parties.

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

6.8 In the event that any employee takes action with the Civil Service Commission on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

6.9 The Union's decision to arbitrate shall be authorized only by the Local Union Executive Board or its business agent.

ARTICLE 7
IMPASSE PROCEDURE

7.1 The statutory procedure provided for in the Public Employment Relations Act, Chapter 20, will be utilized by the parties for negotiations.

ARTICLE 8
SENIORITY

8.1 Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis. The job classification is Patrol Officer.

8.2 A new employee shall serve a probationary period consistent with section 400.8 of the Iowa Code. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. An employee may be terminated during the probationary period without recourse to the grievance procedure.

8.3 When the working force is to be reduced, the Employer will select what job classification is to be reduced. The employee with the least job classification seniority will be removed first, providing the work in the classification can be satisfactorily performed, in the judgment of the Employer. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

8.4 Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within one (1) day after receipt thereof and actually report to work in three (3) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

8.5 An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

(a) Employee quits.

(b) Employee is discharged for cause.

(c) Engaging in other work while on personal leave of absence or giving false reason for obtaining personal leave of absence.

(d) One (1) day per year of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that the employee was physically unable to give notice.

(e) Failure to report for work at the end of leave of absence.

(f) Failure to report to work within three (3) days, unless otherwise mutually agreed to, after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer information of his/her current address and phone number.

(g) Seniority rights will be forfeited after the continuous period of layoff or absence from work exceeds twelve (12) months or the employee's length of service, whichever is lesser.

(h) Employee retires.

8.6 If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

8.7 After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 9
UNPAID LEAVE OF ABSENCE

9.1 Eligibility Requirements: At the sole discretion of the Employer, full-time employees shall be eligible for unpaid leave of absence after the employee's probationary period.

9.2 Application for Leave: All requests for leaves of absence shall be submitted in writing by the employee to the Police Chief for his/her decision. Said leave decision is not subject to the grievance procedure. Request for such leave shall be submitted on a form supplied by the Employer.

9.3 Limited Leave Without Pay: The Police Chief may, at his sole discretion, authorize an employee's absence without pay, for a period not to exceed thirty (30) consecutive calendar days in any fiscal year, which can be extended for one (1) additional like period by the City Manager and a second like period by the City Council.

9.4 Return From Leave Without Pay: Upon return from leave of absence without pay within sixty (60) days or less, the employee shall return to his/her former job, if physically qualified. Upon return from leave of absence without pay of greater than sixty (60) days, the employee shall return to his/her former job if physically qualified, and if the position is vacant, or to another equivalent position, in accordance with his/her qualifications and ability, if there is a vacancy.

9.5 Family and Medical Leave: Eligibility for family and medical leave shall be extended to employees consistent with the Family and Medical Leave Act.

9.6 An employee granted an unpaid leave of absence shall not be eligible for fringe benefits, holiday pay, accrued retirement, vacation, sick leave, during the period of such leave.

9.7 Premiums for insurance normally paid by the Employer will be paid by the employee during the approved personal leave of absence, if the employee elects to continue coverage.

ARTICLE 10
FUNERAL AND EMERGENCY LEAVE

10.1 Funeral and emergency leave shall be granted for regular full-time employees who have completed six (6) months of service in the following manner. As used in this Article 10, "day" shall be defined as eight (8) hours:

A. Funeral Leave

1. An employee shall be granted not to exceed five (5) days of paid leave in order to attend the funeral of the employee's spouse or child. Any such leave shall be only for the scheduled work days falling within the period commencing upon the death and extending through the day of the funeral.

2. An employee shall be granted not to exceed three (3) days of paid leave in order to attend the funeral of an employee's parent, parent substitute, sister, brother, mother-in-law or father-in-law. Any such leave shall be only for the scheduled work days falling within the period commencing upon the death and extending through the day of the funeral.

3. An employee shall be granted not to exceed one (1) day of paid leave in order to attend the funeral of the employee's grandparents, spouse's grandparents, aunts, uncles, brother or sister-in-law. Any such leave shall be only for the scheduled work days falling within the period commencing upon the death and extending through the day of the funeral. Use of leave under this subparagraph shall be deducted from accrued sick leave.

4. An employee may request not to exceed one (1) day of time off without pay to attend the funeral of a relative or friend, or to serve as a pallbearer. An employee may request not to exceed two (2) days off without pay to attend the funeral of a relative listed in Sections 1, 2 and 3 if additional travel time is needed in order to attend the funeral or settle family estates.

B Emergency Leave. Employees may use up to a maximum of three (3) days with pay per contract year for the purpose of providing for care of an employee's spouse, child, mother, father, in-law parents, brother or sister, who is experiencing a serious illness. Serious illness shall be considered to be an illness or injury causing an individual to be hospitalized in serious or critical condition. The emergency leave benefit provided in this paragraph shall not accrue or accumulated from year to year. Use of leave under this subparagraph shall be deducted from accrued sick leave.

C. Family Care Leave. Employees may use up to a maximum of three (3) days with pay per fiscal year for the purpose of providing care for an employee's household family members who are sick and in need of care. This benefit shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only if not in conflict with City manpower or scheduling needs. The benefit provided in this paragraph shall not accrue or accumulate from year to year. Use of leave under this subparagraph shall be deducted from accrued sick leave.

In order to receive compensation while absence on Family Care Leave, the employee shall notify the supervisor in advance. All Family Care Leave must be approved in advance by the supervisor.

ARTICLE 11
JURY DUTY

11.1 Employees who are called to jury duty during scheduled working hours shall show proof of this fact and shall be paid his/her regular pay less any compensation received for jury duty, except that mileage, per diem meal reimbursement and other out-of-pocket reimbursement items shall be retained by the employee. An employee who is summoned for jury duty but who is not selected shall return to work, and an employee who is selected for jury duty shall return to work when released from jury duty within the employee's schedule work hours.

ARTICLE 12
VACATION

12.1 The purpose of vacation leave is to enable the employee to enjoy periodic rest from a regular job so that he or she may return to work refreshed.

12.2 All regular full-time employees shall earn vacation on a monthly basis at the following schedule:

During the first year of employment	3.34 hours per month
Beginning 2nd year of employment	6.67 hours per month
Beginning 8th year of employment	10.00 hours per month
Beginning 18th year of employment	13.34 hours per month
For employees hired prior to July 1, 2015:	
Beginning 25th year of employment	16.67 hours per month

12.3 Employees shall not be allowed to use any accumulated vacation leave for the first 12 months of employment. Only accrued vacation hours may be taken. Vacation leave may be accrued to a maximum of 120 hours (160 hours for employees hired prior to July 1, 2015). Vacation hours accrued past 120 hours (160 hours for employees hired prior to July 1, 2015) are lost.

12.4 The Employer will maintain the official record of vacation leave credit and its use. The Employer will schedule vacation leaves with regard to seniority of employees, the Employer's operating requirements and responsibilities and insofar as possible with requests of employees.

12.5 In the event holidays occur during an employee's scheduled vacation, such holiday shall not be charged as vacation.

12.6 An employee leaving the employ of the Employer shall be compensated for vacation leave accrued and unused to the date of termination at the hourly rate at the time of termination.

12.7 No employee shall receive cash payment in lieu of vacation.

12.8 When the Employer deems it is necessary for the employee to work during his scheduled vacation, the employee will have the option of receiving cash in lieu of their vacation for up to one (1) week or reschedule the vacation or portions thereof for a future time.

ARTICLE 13
HOLIDAYS

13.1 The following shall be the ten and one-half (10 1/2) paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, one-half (1/2) day on good Friday, plus three (3) personal days to be taken off as eight (8) hour days.

13.2 If a holiday falls on an employee's regularly scheduled day off, the employee shall be entitled to eight (8) hours of pay at the employee's regular hourly rate of pay. When an employee's services are required for an emergency or an essential public service on a holiday, the employee shall be entitled to pay at one and one-half (1 1/2) times the regular rate, plus eight (8) hours regular rate holiday pay.

ARTICLE 14
PAID SICK LEAVE

14.1 Full-time employees shall be entitled to accrue sick leave at a rate of eight (8) hours per month with a maximum accumulation of one thousand four hundred forty (1,440) hours. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of actual personal sickness or disability. Sick leave may also be used for physical exams, consultations with physicians, emergency dental and chiropractic treatment. In order to receive compensation while absent on sick leave, the employee shall notify the supervisor in advance of the absence. All sick leave shall be reviewed and, if appropriate, approved by the supervisor. When the absence is more than three (3) working days, the employee shall be required to submit to his/her supervisor a physician's certificate stating the cause of the absence. The City retains the right to require a doctor's written certificate for repetitive absences from work. The City reserves the right to order a physical exam at City cost to determine the fitness of an employee to continue on active duty after a period of sickness or disability.

14.2 Employees shall continue to accrue sick leave while on any other compensated (paid) leave. Upon retirement from the Police Department, the City shall pay an employee for one-fourth (1/4) of all accrued sick leave over 720 hours at the hourly rate he/she is making at the time of retirement.

ARTICLE 15
MATERNITY LEAVE

15.1 A pregnant employee may continue employment as long as it is not deemed harmful by the employee's physician. A physician's statement to this effect must be secured by the end of the seventh month of pregnancy. Sick leave usage under this policy shall be used if the employee is unable to work before or after delivery and will be treated as any other illness. Paid sick leave will only be granted if the employee is physically unable to perform her regular job duties either before or after delivery. Inability to work will be determined by a physician's statement *as* to the employee's condition.

15.2 Eligibility for family and medical leave shall be extended to employees consistent with the Family and Medical Leave Act.

15.3 A disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are treated as such under the City's sick leave policy. A physician's verification of pregnancy is required before sick leave claims may be approved.

ARTICLE 16
UNIFORMS

16.1 The Employer shall maintain the current practice of supplying uniforms and required accessories at the Employer's expense. This will include, but not be limited to, the following: three (3) t-shirts or mock turtleneck shirts; three (3) uniform pants; four (4) long sleeve uniform shirts for winter; four (4) short sleeve uniform shirts for summer; two (2) clip on ties; one (1) uniform dress cap; one (1) uniform winter cap; one (1) winter coat; one (1) light-weight windbreaker jacket; one (1) raincoat; one (1) rain cover for uniform cap; one (1) uniform pant belt; one (1) leather equipment belt; gun holster, handcuff case, radio holster, key ring, appropriate shift-coat-cap badges name plate; service bar, service weapon and appropriate magazines or loaders, and holders, handcuffs, police two-way radio, and charger, service ammunition, ASP Baton and holster, flashlight holder, winter gloves, rubber glove holders, and collar pins. Upon separation from employment, all Employer-issued items will be returned to the City.

16.2 The City shall pay up to a maximum of $300 each year for the purchase of footwear for each Police Officer on an as-needed basis.

16.3 The City shall provide one (1) standard metal police ticket book holder and one (1) clip/console board per officer, as approved by the chief of Police.

16.4 The City shall provide body armor for any officer who requests it. Any officer provided body armor pursuant to this paragraph shall wear the body armor as required by the Chief of Police. Body armor will be replaced when the ballistic warranty expires or when damaged in the line of duty

16.5 Uniform Maintenance. The Employer will continue the practice of replacing/repairing shoes, uniforms and equipment as needed. The City shall replace the service ammunition for each employee on a timely basis as approved by the Chief of Police.

ARTICLE 17
PERSONAL PROPERTY

17.1 For loss of personal property in the line of duty, the Employer will pay up to $100 ($200 in the case of prescription eyewear) with the following conditions:

(a) Proof of inability to collect from any other source.

(b) Excludes jewelry (except wedding rings, watches, and tie bars).

(c) The Officer will not be reimbursed if the loss was purposely the fault of the Officer.

(d) The Officer will notify his/her supervisor as soon as possible (not to exceed 48 hours) on a form supplied by the Employer of a loss of personal property in the line of duty.

ARTICLE 18
CIVIL SERVICE

18.1 The Employer and the employees shall abide by all civil service sections of the Code of Iowa that are currently applicable and in use by the Employer.

ARTICLE 19
HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

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 a forty (40) hour work period as allowed by the Fair Labor Standards Act.

19.2 Compensatory Time. Upon request, employees shall be compensated for overtime in compensatory time off to a maximum accumulation of sixty (60) hours of compensatory time off, unless otherwise approved by the Chief of Police. Each year the compensatory time bank shall be paid down to 40 hours in the last pay period of June.

19.3 The schedule for police officers will consist of eight (8) and ten (10) hour shifts. The eight (8) hour shifts shall consist of five (5) working days, and two (2) days off in a forty (40) hour week. The ten (10) hour shifts shall consist of four (4) working days, and three (3) days off in a forty (40) hour week. This schedule shall be subject to change at the Employer's discretion.

19.4 Court Time. When an Officer is subpoenaed or receives a notice to appear as a witness on behalf of the City/State in a court proceeding he/she shall be compensated at one and one-half (1 1/2) times his/her regular hourly rate of pay for all hours the employee is so ordered; with a minimum of two (2) hours for in-person testimony and one (1) hour for telephone testimony.

19.5 Pay period will be every two (2) weeks.

19.6 Any full-time employee attending any school required for the retention of his/her job, or for improving his/her skills, shall not be required to work extra hours, except in emergencies.

19.7 The Employer reserves the right to pay the Officer any portion of, or all, accrued compensatory leave at any time, in its sole discretion.

ARTICLE 20
BREAKS AND MEALS

20. 1 When an employee is scheduled for an eight (8) hour shift, he/she shall be entitled to one (1) hour of break or meal time. When an employee is scheduled for a ten (10) hour shift, he/she shall be entitled to one (1) hour and fifteen (15) minutes of break or meal time. Breaks shall be taken at the employee's discretion, unless otherwise determined by the Supervisor. Breaks shall in no way hinder appropriate response time concerning calls for service.

ARTICLE 21
GROUP HEALTH INSURANCE, LIFE INSURANCE, AND WORKERS' COMPENSATION

21.1 The parties recognize and declare the necessity of taking all reasonable efforts to minimize the costs of the employee and dependent health coverage. The Union recognizes the substantial increases in such coverage that have occurred over time,

and realizes that in order to keep such costs at an absolute minimum, the Employer must retain all rights to do so, including but not limited to, the right to select any insurance carrier(s), to designate those services subject to any deductible or co-payment the employee must pay, to require the employee to obtain a second medical opinion, or to self-insure all or any portion of the benefits. The Employer agrees to notify the Union of all such changes and to provide the Union the right to discuss the implementation of such changes. The Employer further agrees that it will not provide any insurance benefit to a non-represented group of City employees that it has not offered to the Union.

21.2 Group health insurance plan design.

21.2.1 Group health insurance plan design until June 30, 2019. As a part of the parties' combined efforts to minimize health coverage costs, the Union acknowledges that the City will pursue either traditional health coverage or a Health Savings Arrangement (HSA). In the event traditional health coverage is obtained, the parties contemplate that the employee's responsibility for deductibles shall be $500 on Individuals and $1000 on Families for In-Network services received; coinsurance by the employee shall be applied where indicated in the plan documents, often following the deductible, and will be paid at 80% by the insurance carrier and 20% by the employee for In-Network services received. Maximum Out-of-Pocket costs will be $1000 on an individual and $2000 on a family, excluding Office Visit and Rx co-payments, which will continue after the Out-of-Pocket Maximums have been reached for the calendar year. Prescriptions will be covered at a level of $10/$25/$40; and office visits will require a $10 co-payment per date of service. In the event contract changes are required by the insurance carrier at plan renewal which occurs each year, the Union acknowledges that the City does not have control over these changes and will make every attempt to continue to offer a plan design that resembles the above as closely as possible within the confines presented by the insurance industry.

In the event an HSA is obtained, the parties contemplate that employees will be responsible for $0 deductible, and coinsurance on all services on a first dollar basis covered at 62.5% by the HSA Funds and 37.5% by the employee. Maximum Out-of-Pocket expenses on an HSA will be limited to $750 per Single plan and $1500 per Family Plan for In-Network Services. The Union acknowledges that an HSA is an IRS rule. Should changes be made to this rule that make it more restrictive than the present laws, the City is required to adjust its plan design accordingly.

21.2.2 Group health insurance plan design starting July 1, 2019. Employees covered by this Agreement shall follow and be covered by the health insurance plan design as set annually by the City Council.

21.3 Employee Contribution. If the Employee selects single health insurance coverage, the employee shall contribute twenty percent (20%) of the cost of the single health insurance premium. If the employee selects family health coverage, the employee shall contribute twenty percent (20%) of the cost of the family health insurance premium. If any employee certifies that he or she is otherwise covered by health insurance and opts to waive coverage through the Employer, the Employer shall pay the employee an amount equal to thirty percent (30%) of the single health insurance premium. Such payment shall be made in the same manner as it pays longevity pay under Article 23 of this Agreement. If any employee or dependent fails to participate in the Employer's Wellness, Fitness or Non-Smoking programs, the employee shall contribute an additional $50.00 of the monthly insurance premium. If such employee has waived coverage, any payments due the employee for waiving coverage of this section will be reduced by $50.00. For purposes of this section, the cost of the premium will be equal to the cost of electing continuing coverage under COBRA.

21.4 It is further understood and agreed that a difference between an employee or his/her beneficiary and any insurer or processor of claims shall not be subject to the grievance procedure.

21.5 The Employer shall provide and pay for life insurance for each employee in the amount of $10,000.00.

21.6 The Employer shall provide workers compensation coverage as provided by state law.

21.7 If, during the term of this Agreement, there is a change in federal or state law that would require any material modifications to this Article, the employer and the Union agree to reopen negotiations for the limited purpose of establishing new provisions for those affected by the change in federal or state law. If the Employer and the Union cannot agree on new provisions by the date the changes are required, or after ninety (90) days, whichever is earlier, the dispute will be resolved pursuant to Article 7.

ARTICLE 22
JOB CLASSIFICATIONS AND WAGE RATES

22.1 The top wage rate for unit employees shall be as follows and as established in Exhibit A.

07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
28.369	29.220	30.097	31.000	31.930

22.2 New hires will have a six (6) year wage progression for regular full-time and regular part-time Police Officers:

Start: 76%; Step 1: 80%; Step 2: 84%; Step 3: 88%; Step 4: 92%; Step 5: 96%; Step 6: 100%

22.3 The Employer may start a new hire at any level on the "New Hire Progression Table" based on past related law enforcement experience and/or completion of the Iowa Law Enforcement Academy.

22.4 Shift Differential. Employees regularly assigned to 1st Shift shall receive an additional $0.20 per hour.

22.5 Canine Pay. The hours of assignment and scheduling of the Police Service Dog (PSD) Team will be established by the Chief of Police. Hours will be adjusted to accommodate callback time, care and maintenance of the dog and other situations requiring the presence of the PSD Team. Canine handlers shall receive one (1) hour credited to each work shift for canine and kennel care. Such hour shall be straight time pay and be duty-free. At the discretion of the Employer, each work shift for a Canine handler may be reduced by up to one (1) hour in order to maintain an overall 40-hour work week.

ARTICLE 23
LONGEVITY

23.1 For employees hired prior to July 1, 2015, the longevity plan for regular full-time employees will be as follows:

After	Monthly Amount
5 years of employment	$ 20
10 years of employment	$ 30
15 years of employment	$ 40
20 years of employment	$ 50

ARTICLE 24
BULLETIN BOARD

24.1 The bulletin board in the Police Department can be used by the Union to post official Union notices. Prior approval of the Chief of Police is required before anything can be posted.

ARTICLE 25
RESERVED

25.1 Reserved

ARTICLE 26
PHYSICAL FITNESS PROGRAM

26.1 Participation in the City's Physical Fitness Program for Police Officers shall be mandatory for all police officers. Without abrogating any of its rights retained in Articles 4 and 6 herein, the Employer agrees it will not discipline any employee for any test failure resulting from participation in the Physical Fitness Program. Testing will include, but not be limited to: cardiorespiratory endurance (1.5 mile run, 12 minutes run/walk, or the Rockport Fitness Walking Test), max. bench press, max. leg press, 1 minute sit-ups, 1 minute push-ups, flexibility. Officers shall be rewarded with one (1) hour of straight time, compensatory time for each test in which the officer achieves a "pass" score under the standard adopted by the Iowa Law Enforcement Academy for police candidates at the entry level. If the officer achieves a pass score on all six tests, eight (8) hours of straight time, compensatory time will be awarded.

ARTICLE 27
DURATION

27.1 THIS AGREEMENT shall be effective from July 1, 2018, and shall continue to remain in full force and effect until its expiration at Midnight June 30, 2023. Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before December 15, 2022. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

27.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited rights and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this

Agreement. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Signed this _____ day of _____, 2018.

EMPLOYER	**UNION**
CITY OF CARROLL, IOWA	**OVER-THE-ROAD, CITY TRANSFER DRIVERS, HELPERS, DOCKMEN, WAREHOUSEMEN, INSIDE WORKERS, STATE, COUNTY & MUNICIPAL EMPLOYEES, TEAMSTERS LOCAL NO. 238**
By: _____	By: _____
Mayor, City of Carroll	Union Representative
By: _____	By: _____
City Manager, City of Carroll	Employee Representative
By: _____	By: _____
Chief of Police, City of Carroll	Employee Representative