

received
6/9/23 3:40pm

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 20, 2023

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head

Administration

Department

City Administrator Approval

AGENDA TITLE: Resolution No. 92-2023 - Approve Collective Bargaining Agreement with Ottumwa Police Union Teamster's Local #238

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution #92-2023.

DISCUSSION:

Our current Collective Bargaining agreement with the Ottumwa Police Union is expiring June 30, 2023. Attached is the updated agreement by and between the City of Ottumwa, Iowa and the Teamsters Local 238, representing Police Officers and Communication Specialists, commencing on July 1, 2023 and continuing through June 30, 2028.

This contract has been ratified by the union.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

Items to note that changed in the contract:

- 1) Incorporate three (3) MOU's previously passed and signed into contract.
- 2) Clean up wording and reorganize collective bargaining agreement to flow better moving around articles and sections.
 - a. Remove "his/hers" from the entire collective bargaining agreement and replace with "their".
 - b. Clean up table of contents and article numbers
 - c. Replace Police Supervisor with Police Sergeant
- 3) Hours of Work / Duty
 - a. Add in section regarding K9 officers.
 - b. Shift Differential - Remove "a majority of their hours". Added Communication Specialists to receive shift differential
- 4) Dues Check off and Deductions – remove as per Iowa Code 20.
- 5) Vacation
 - a. Contract shows differently than what we have been practicing. Updated years to show current practice.
 - b. Adjusted accruals based on 2184 annual hours worked
- 6) Casual
 - a. Adjust to receive 48 hours (4 days x 12 hours per day) for those working 2184 hours per year
- 7) Holidays
 - a. Adjust to 132 hours from 88 hours (11 holidays x 12 hours per day) for those working 2184 hours per year
- 8) Insurance
 - a. Remove section 1 including all bullet points underneath
 - b. Remove Section 3 – joint insurance committee – do not have
- 9) Seniority – Lay off – Job Abolishment – remove section 2 as per Iowa Code 20.
- 10) Field Training Officer – add that the hours spent serving in this role will be included in overtime rate
- 11) Wages
 - a. Officers
 - i. Create salary structure of Start, 1 year, 2 year, 3 year, 4 year, 5 year, 6 year, 7 year, 8 years or more
 1. 8 years or more step – increase of 6% over previous year (this is the anchor)
 2. Standardize the difference between each step according to a scale
 - b. Communication Specialist
 - i. Market Adjustment of \$2 per hour starting 7/1/2023
 - ii. Salary increases of 6% each year

Financial Impact

Overtime being at 84 hours instead of 86 would add approximately an extra 250 hours of overtime per year to the department. With a new average hourly wage of \$34 per hour, this will add approximately \$12,750 in overtime to the department each year.

Salaries and overtime changes would add an additional \$249,535 to the budget per year for the officers and dispatch. When completing the budget for FY24, we did budget for the majority of the salaries and an additional \$8,000 in overtime. We budgeted on the cautionary side and rounded items up to ensure we would be able to cover the costs.

Totaling salary and overtime together and comparing to what we budgeted, this will cost us an extra \$12,000 per year.

Accruals - Police officers switched to 12 hour days which increased their hours worked annually. A standard 40 hour per week position works 2080 hours annually. For Police officers (and sergeants), they work 2184 hours annually. While they worked more hours annually, they were accruing at the rate of 2080 hours.

RESOLUTION NO. 92-2023

RESOLUTION AUTHORIZING THE APPROVAL OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OTTUMWA, IOWA AND OTTUMWA POLICE UNION TEAMSTER'S LOCAL #238

WHEREAS, the City of Ottumwa, Iowa had approved a Collective Bargaining Agreement between the City of Ottumwa and the Ottumwa Police Union Teamster's Local #238 on November 20, 2018 commencing on January 1, 2019 through June 30, 2023 and;

WHEREAS, a retention and recertification election was conducted in October 2022 and ordered on November 18, 2022 that Teamsters #238 is recertified as the exclusive bargaining representative of the bargaining unit of employees of the City of Ottumwa, and;

WHEREAS, staff has drafted an updated Collective Bargaining agreement along with the Ottumwa Police Union Teamster's Local #238 to meet the needs of both employee and employer and finds that approval of said collective bargaining agreement, as revised, would be in the best interest of the City and the employees of the City, and;

WHEREAS, the Ottumwa Police Union Teamster's Local #238 has ratified the updated Collective Bargaining agreement, and;

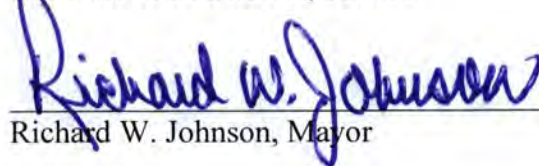
WHEREAS, the City Council of the City of Ottumwa, Iowa desires to approve the new Collective Bargaining Agreement

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the attached Collective Bargaining Agreement by and between the City of Ottumwa, Iowa and the Ottumwa Police Union Teamster's Local #238 is hereby adopted with an effective date of July 1, 2023.

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

PASSED, ADOPTED and APPROVED this 20th day of June 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF OTTUMWA

AND

**OTTUMWA POLICE UNION
TEAMSTER'S LOCAL #238**

**FOR THE PERIOD
OF
JULY 1, 2023 THROUGH JUNE 30, 2028**

TABLE OF CONTENTS

		Page
Article 1	Purpose of Agreement	3
Article 2	Laws Applicable	3
Article 3	Recognition	3
Article 4	Duration of Agreement	3
Article 5	Negotiations	3
Article 6	Job Classification & Salary Schedules	4
Article 7	Hours of Work/Duty	5
Article 8	Overtime	6
Article 9	Recognized Holidays	9
Article 10	Vacation	9
Article 11	Sick Pay	12
Article 12	Leave with Pay	14
Article 13	Leave without Pay	15
Article 14	Insurance	15
Article 15	Equipment	16
Article 16	Disciplinary Procedures	17
Article 17	Grievance Procedures	17
Article 18	Seniority – Lay Off – Job Abolishment	19
Article 19	Miscellaneous	19
Article 20	Management Rights Clause	20
Article 21	Employees Rights Clause	20
Article 22	Amendment	20
Article 23	Savings Clause	20
SIGNATURES		21
SALARY SCHEDULE		22

This agreement made and entered into this 5th day of April, 2023 by and between the City of Ottumwa, Iowa a municipal corporation, referred to hereinafter as Employer, or City; and the Ottumwa Police Union, Teamster's Local #238, referred to hereinafter as Union or Local #238.

ARTICLE 1
PURPOSE OF AGREEMENT.

The City of Ottumwa and Teamsters Local 238 agree the purpose and intent of this agreement is to negotiate in good faith all subjects covered by the Code of Iowa Chapter 20.9.

ARTICLE 2
LAWS APPLICABLE.

This agreement is made, executed and entered into pursuant to and under authority of the Constitution and the Common and Statutory Laws of the State of Iowa, and any part of this agreement which conflicts shall be null and void and of no force and effect.

ARTICLE 3
RECOGNITION.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining for employees in the following positions: Police Officers and Dispatchers and for all of its employees in the bargaining unit established and certified pursuant to the order of the Public Employment Relations Board of the State of Iowa, case number 1774 or amendments thereto. Excluded from the bargaining unit shall be the Chief of Police, Police Lieutenant, Police Sergeant, Chief's Secretary, DataCom Supervisor, part-time dispatchers, and those employees excluded as determined by the Iowa Public Employment Relations Board, after hearing related solely to the City of Ottumwa.

ARTICLE 4
DURATION OF AGREEMENT.

This agreement shall be in effect from and after 12:00 A.M. July 1, 2023, until 11:59 P.M. on June 30, 2028 and from year to year thereafter unless either party hereto gives the other party written notice of its desire to terminate or modify the same on or before September 15th of the preceding year.

Wages and insurance sections of this agreement shall be open for negotiations in years 4 and 5.

ARTICLE 5
NEGOTIATIONS.

Section 1. Employer will meet with the union with respect to establishing wages, hours, and working conditions of employment as necessity requires and shall be concluded prior to time permitted for submission and certification of said budget to the County Auditor of Wapello

County. Conferences and meetings as are required concerning such matters as the interpretation of this Agreement, working conditions and grievances shall be held pursuant to the terms of this Agreement, and if not so provided may be held at the call of either party of this Agreement at an agreed upon time and place.

Section 2. The following general procedures shall govern such negotiations and conferences:

- a. The Employer shall be represented by such members of its bargaining team as it deems necessary. In addition, each party may utilize a secretary and expert professional representatives as said party deems necessary. However, due to the fact that it is desirable by both parties that said meetings be efficient and orderly, private citizens representing either party shall be present only upon agreement of both parties. Nothing contained in this section shall be deemed to infer the desire or agreement by the parties to the violation of Chapter 28A of the Code of Iowa, as amended known as the Open Meeting Law and said Law shall be adhered to if and where mandated.
- b. Interpretations and agreements reached by such negotiations shall take the form of written agreement or amendment thereto. If the written agreement conflicts with other personnel rules and procedures, the agreement shall prevail.
- c. Any employee of the Union or his designated representative has the right to discuss with the Chief of Police (Chief) or Employer the terms of his employment or working conditions but no individual agreement shall be made between the Chief and said employee which violates the terms of any personnel memoranda issued by the Chief as a result of the negotiations with Union or that will violate the terms of this Agreement or any amendment thereto.

Section 3. Time spent by designated representatives of the Union in negotiations with Employer shall not be deducted from the employee's pay if the negotiations are held during normal working hours of said designated representatives.

ARTICLE 6 JOB CLASSIFICATION AND SALARY SCHEDULES.

Section 1. Employees will be compensated pursuant to attached exhibit "A".

Section 2. The salaries and wages of employees shall be paid bi-weekly on Friday of the appropriate week.

Section 3. An employee will be given copies of all documents placed in said employee's personnel file within ten (10) days of the time any such document is placed therein, if requested.

Section 4. Each employee will be entitled to review his personnel file upon request to the Police Chief and Human Resources

ARTICLE 7
HOURS OF WORK/DUTY.

Section 1. The Police Chief, at his discretion, may set the work period for employees to a fourteen (14) day period. This period will consist of seven (7) twelve (12) hour days for Police Officers and five (5) eight (8) hour days for Communication Specialists. The regular work day (shift) will consist of twelve (12) hours for Police Officers and eight (8) hours for Communication Specialists, normally worked consecutively, except for meals and similar authorized interruptions. All regular employees are subject to call twenty-four (24) hours a day, seven (7) days a week, up to thirty (30) minutes shall be allowed for lunch period. One twenty (20) minute break will be allowed during each twelve (12) hour shift. Two (2) fifteen (15) minute breaks will be allowed during each ten (10) hour shift.

Section 2. Police officers and communication specialists who work between the hours of 1800 and 0600 shall receive a shift differential of \$0.30 per hour for all hours actually worked during this period. This shift differential will be included to calculate the overtime rate for overtime hours worked between the hours of 1800 and 0600.

Section 3. At all times, there shall be a ranking Supervisor on duty.

Section 4. Call Back Rate of Pay: Members recalled to duty because of an emergency shall be paid at a rate of time and one-half (1 ½) for the actual time worked, but not less than two (2) hours of pay at the rate of time and one-half (1 ½). If an employee is called in prior to the start of their shift, they will be paid time and one-half (1 ½) for actual time worked in conjunction with the start of their scheduled shift.

Section 5. Training: Mandatory In-Service Training which is in addition to the employee's regular shift will be paid at time and one-half (1 ½) in compensatory time or overtime pay at the employee's option for a minimum of two hours. However, if the employee's training time is one hour before or after the employee's regular shift, then the employee will be compensated for one (1) hour of overtime pay or compensatory time in conjunction with the start or end of their shift.

Voluntary In-Service Training outside the employee's regular shift will be paid at straight time in compensatory time.

A Police Officer that is required to participate in training during their normal shift and that training exceeds nine (9) hours (inclusive of travel time) shall be credited with having worked their twelve (12) hour shift.

Section 6. Exchanging Hours: The Chief of Police or the officer in charge may grant the request of any two members of the Police Department to exchange hours or days off.

Section 7. Shift Bids: Officers may be allowed to bid shifts by seniority twice annually for all classifications. Specialty positions such as Patrol Training Officers and K-9 Officers may

have reserved positions based upon seniority. The Chief of Police reserves the right to designate specialty positions on each shift to ensure the proper distribution of personnel.

Bidding for the following calendar year shall occur beginning March 1st and September 1st of each year with assignments being announced and awarded on March 16th and September 16th. Officers will begin their chosen shift on the first day of the first pay period in January of each year.

The Chief of Police or his designee will provide, when possible, a 30 day notice to any officer whose regular schedule is adjusted for the needs of the department except in cases of emergencies such as loss of personnel causing a shift shortage, natural disaster or other unforeseen circumstances.

Employees may voluntarily accept a change in their schedule before the 30-day notice.

In the event a vacancy expected to be longer than 30 days exists, officers required to work a shift they did not bid, the vacancy will be offered on the basis of seniority first, with the least senior officer being involuntarily assigned, whenever possible, from his/her bid assignment. The officer filling this vacancy shall retain the right to choose their days off based upon their seniority which may include bumping less senior officers from their days off upon filling the vacancy for 30 days.

Officers, with the permission of the Chief of Police or his designee, may voluntarily trade shifts after bidding has been concluded during the 6 month period; however, they will inherit the other officer's days off regardless of seniority. No bumping shall occur as the result of voluntary trades.

Section 8. Work Schedule: The work schedule as established shall not be changed, except in times of emergency. The Chief of Police, at his discretion, may institute new types of scheduling after giving the Union thirty (30) days' notice of such a change and allowing officers to bid shifts on the new schedule. The Chief of Police shall not initiate more than three (3) such schedule changes in a twelve (12) month period unless an emergency exists or the Union agrees to additional schedule changes.

Section 9. K-9 Officers: Officers are allotted 1 hour per day worked to care and maintain the K9. To compensate for this time, officers appointed as K9 officers will be credited with seven (7) hours straight pay per pay period to care for the animal known as at-home care. When requesting time off, the K9 handler will request time based on 11 hour scheduled days.

If the officer takes vacation and is unable to care for the K9 during the vacation, another officer will be asked to take care of the K9. The original K9 handler will not receive the at-home care and that will be paid to the officer caring for the K9.

ARTICLE 8 OVERTIME.

Section 1. The Police Chief, at his discretion, shall call the necessary number of people to report on duty on an overtime basis.

Section 2: Officers assigned to work 2,184 hours annually, agree overtime shall not be compensated or accrued until working 84 hours in a pay period which is 14 calendar days.

Section 3. Dispatchers assigned to work 2080 hours annually, agree overtime shall be compensated when working more than 40 hours in a week.

Section 4: For the purpose of defining the term “working”, vacation, holiday and comp time will be counted as hours worked for purposes of determining overtime. Specifically, sick pay, casual days and bereavement leave are not included in computing “working” time.

Section 5: Employees may choose to be credited with compensatory time in lieu of overtime.

Section 6. All overtime will be kept in roll call and read at roll call by Sergeants until the overtime has been worked. All overtime will be posted (except for emergencies or for the 96-hour exemption) in the book and left blank for the allotted 72 hour period for officers to bid/bump per the contract.

The overtime will remain open for another 24-hour period for any sworn personnel to sign up.

The 96 hour exemption means “If there is less than 96 hours until the posted overtime is due, then the Sergeant will immediately order officers to work the overtime starting with the junior officer.”

If no bargaining unit employee claims the overtime or extra duty, supervisory and command personnel may work the overtime or extra duty.

In the event no supervisory or command staff volunteer for work after the 96-hour period, (whenever possible) during roll call, the Sergeant will fill any spots not voluntarily signed up for by ordering officers to work the assigned overtime. The Sergeant will order from the most junior officer to the most senior officer until all spots are filled. Officers present at roll call may not request certain spots by seniority. All remaining open spots will be assigned in this same manner. Overtime assignments are not shift specific.

Any officer that is ordered to work overtime may not take that day off without giving a 7-day notice. The officer must take off the entire shift.

In the event there is less than 96 hours until the posted overtime is due, then the Sergeant will immediately order officers to work the overtime starting with the junior officer and working through the Seniority list accordingly.

Once any officer is ordered to work the overtime, it is their responsibility. Any officer ordered may find a replacement to work for them and must notify the posting Sergeant of any changes.

When posted overtime is voluntarily split, during the 72 hour period, by two officers, officers may bump other officers based upon seniority. When a shift is split, a junior officer may bump a senior officer if the junior officer is willing to work the entire shift and only half of the shift was covered. Additionally, a senior officer may bump a junior officer or officers splitting the shift, meaning the senior officer may bump either the front half of the shift, the back half of the shift, or all of the shift. NO BUMPING IS ALLOWED AFTER THE 72 HOUR PERIOD.

Section 7. Employees who, as a result of performing their official duties, who are required to appear as witnesses in courts of law (civil or criminal) while not on duty will receive a minimum of two (2) hours of overtime pay or compensatory time, to be the employees choice; however, if the employee's court time is less than one (1) hour prior to or after the employee's regular shift to work, then the employee will be compensated for one (1) hour in conjunction with the start or end of their shift.

Section 8: Specialty Positions Overtime - Employees in special assignments or possessing specialized skills shall fill the overtime needs for their specific assignment unless deviations are approved by their immediate supervisor. The Department shall not be obligated to post such overtime or award it by seniority as stated in Article 18, Section 2.

Personnel in special assignments may sign up for and work patrol shift overtime provided such work does not interfere with their normal assignment and duties.

Section 5: Extra Duty - Extra duty assignments are those which by nature are typically paid for by outside entities and are normally considered "voluntary" in nature. Available jobs will be posted for at least 72 hours prior to the work if possible. Seniority shall be the determining factor on which officers shall be awarded the work. After posting has been up for the 72 hour period, officers may sign up on a "first come first serve basis".

When extra duty overtime is voluntarily split, during the 72 hour period, by two officers, officers may bump other officers based upon seniority. When a shift is split, a junior officer may bump a senior officer if the junior officer is willing to work the entire shift and only half of the shift was covered. Additionally, a senior officer may bump a junior officer or officers splitting the shift, meaning the senior officer may bump either the front half of the shift, the back half of the shift, or all of the shift. NO BUMPING IS ALLOWED AFTER THE 72 HOUR PERIOD. After 72 hours, Officers with less seniority shall not be bumped by more senior personnel. Deviations with approval from the Chief of Police or his designee from the 72 hour bidding period may occur when the entity requesting and paying for the extra duty officers requests officers in specific assignments or officers who possess special skills. For example, the High

School always desires that the School Resource Officers work extra duty assignments at school dances and sports events. The assignment of such an officer when requested by a contracting agency shall not violate Article 18, Section 2.

Entities requesting and paying for extra duty officers, may request that specific officers are prohibited from working the Entities' assignment with justification being made to the Chief of Police.

Extra Duty Overtime in which officers may volunteer shall be paid at a minimum of two (2) hours or the actual hours worked.

Extra Duty Overtime in which officers are ordered to work shall be paid at a minimum of three (3) hours or actual hours worked. City council assignments are excluded from this minimum.

The officers agree to the minimums above so long as that it is equal to the amount being billed by the City. Should the City bill **and receive payment from** an entity for more hours than the officer worked, the officer working the assignment will be paid for hours equivalent to those the entity was billed.

If no bargaining unit employee claims the overtime or extra duty, supervisory and command personnel may work the overtime or extra duty.

ARTICLE 9 RECOGNIZED HOLIDAYS.

The following are declared to be recognized holidays for employees covered by this Agreement. Recognized holidays shall at all times be the same as those given to other employees for the City and said holidays are as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day
11. The day before or after Christmas as determined by the mayor.

- a. Police Officers shall receive 132 hours of holiday pay and Communication Specialists shall receive 88 hours of holiday pay on July 1st of each year for all recognized holidays in the upcoming year.
- b. In addition to receiving holiday pay, employees who work on Thanksgiving Day, Christmas Day, New Year's Day and Independence Day shall receive one and one-half times their regular hourly rate for all hours worked.
- c. There shall be no compounding of overtime should an employee be called into work on their regular day off.

- d. Employees will be paid holiday pay for all hours worked on holidays referenced above (b).
- e. Holiday pay not used by June 30th shall be forfeited.
- f. Employees who terminate their employment (either voluntarily or involuntarily) will have their pay adjusted accordingly based upon the number of holidays which have passed during the employee's employment and how many are remaining in the fiscal year.
- g. Employees who are hired after July 1st of each year will have holidays prorated based on the number of holidays that they are employed during that year.
- h. Time and a half pay for holidays is applicable only to the Patrol Division and Communication Specialists.

ARTICLE 10
VACATION.

Section 1: Employees will start accruing vacation on their hire date. Employees will accrue according to the schedule below. Increases in accrual will take place on the day the employee reaches that length of service day. For example, on the 4 years of service anniversary day for an officer, employee will then start to accrue at the 4.85 hours per pay period rate.

Police Officers (working 2184 hours per year):

0-3 years of service	84 hours (2 weeks)	3.24 hours per pay period
4 years of service	126 hours (3 weeks)	4.85 hours per pay period
11 years of service	168 hours (4 weeks)	6.47 hours per pay period
19 years of service	210 hours (5 weeks)	8.08 hours per pay period

Communication Specialists (working 2080 hours per year)

0-3 years of service	80 hours (2 weeks)	3.08 hours per pay period
4 years of service	120 hours (3 weeks)	4.62 hours per pay period
11 years of service	160 hours (4 weeks)	6.15 hours per pay period
19 years of service	200 hours (5 weeks)	7.69 hours per pay period

Section 2. Employees may accumulate accrued vacation not to exceed the amount earned in one and one-half (1 ½) years. Any unused vacation days exceeding the one and one-half (1 ½) times will be added to that of the employee's sick accrual.

Section 3. An employee who leaves the employment of the City and after giving two (2) weeks' notice of such termination of employment shall be compensated for all vacation accrued to date of separation.

Section 4. All accrued vacation shall be paid to the family or estate of a deceased employee who has passed away while being in the employ of the Employer, but it is not required that said death have occurred on the job.

Section 5. Vacation/Holiday/Casual Requests & Bidding - The nature of the work and the operation of the Ottumwa Police Department make it necessary to limit the number of employees on vacation/holiday/casual leave at the same time.

- Police Officers' requests for vacation/holiday/casual are shift specific.
- Dispatcher requests for vacation/holiday/casual are bid across the entire DataCom Unit. Seniority as it applies to bidding for vacation shall be based upon the employee's most recent date of full time employment.
- Shift bid for the following calendar year (beginning of first pay period in January) will be posted on September 1st of each year. Officers will have until September 15 to bid their shift.
- Vacation/Holiday/Casual bidding will be opened based upon seniority on March 16th and September 16th and will be open until 23:59 hours on March 26th and September 26th. Vacation bids will be awarded upon the close of the bidding process
- An employee's request for vacation/holiday/casual shall be based on seniority and priority of choice. Employees will request a first, second, and third choice for vacation/holiday/casual.
- First choice of vacation/holiday/personal time off should cover a 5-day period. Vacation will only be deducted for those days in the above period which the officer was scheduled to work.
- Any first bid not inclusive of a 5 day period will be considered invalid and that employee will forfeit their first choice of vacation/holiday/casual. All remaining choices of vacation, holiday, and casual during this period must be a minimum of one full shift.
- After all officers on the shift have submitted a bid for their first choice of time off, the senior officer will be allowed to make their second choice of vacation/holiday/casual. The remaining choices of time off will be followed in the same manner until such time all bids submitted have either been awarded or rejected.
 - For example: The senior employee will receive their first priority choice of time off. The next senior employee will receive their first priority choice of time off so long as the shift is able to maintain minimum staffing. This process will continue until all employees on the shift have been granted one period of time off. Once all employees have been granted a period of vacation/holiday/casual the shift supervisor will start over with the most senior officer and grant the senior officer their second choice as long as it does not conflict with other already granted time off or require the shift to fall below minimum staffing. The process will continue until all employees have been granted a second vacation period. This process will be repeated again until all employees have been granted three vacation choices or those bids have been rejected. Only one officer will be allowed vacation/holiday/casual off at a time during the bidding period.

- In the event an employee cancels a granted vacation period the employee forfeits their ability to choose a vacation date which bumps another employee's granted vacation period. Should a cancellation occur, officers on that shift shall be notified of the cancellation and other officers may request the time off and it shall be awarded by seniority in the first 7 days after the cancellation and on a first come, first serve basis thereafter.

Section 6. One (1) week notice must be given to the Chief or his designee before taking any vacation, unless in an emergency situation.

Section 7. Vacation requests outside of the bidding process will be based upon a first come, first serve basis and may be submitted at any time but will not be approved or rejected earlier than 60 days prior to the date of the event. Likewise, vacation requests must be given to the Chief or his designee at least 7 days in advance, unless in an emergency situation. Requests for leave between the 60 – 7 day window will be approved or rejected within 72 hours.

Section 8. Consecutive vacation days off that run over into the following year will be granted as the bid in the previous year. Ex. December 20th through January 10.

Section 9. Employees will request exact dates of vacation, so in the event the employee is transferred to another shift those dates requested are granted and days off do not affect their vacation time. Actual hours used by the employee will be deducted from the employees accrued time balance.

Section 10. A paid leave of absence is considered a twenty four hour period. **The twenty-four hour period begins at the employee's normal work starting time and ends 24 hours later.** Whenever an employee is called back from paid leave or a regular day off running consecutive to their approved paid leave of absence the employee must choose one of two options:

Option 1. The employee will receive time and one half (1 ½) for all hours worked in addition to the pay being received from the leave of absence or:

Option 2. The employee will receive time and one half (1 ½) for all hours worked and credited back the employee's original hours of leave for the day.

Officers on paid leave of absence shall notify the supervisor requesting the officer to report for duty that they are on a paid leave of absence, including if they are on regular days off in conjunction with a paid leave of absence. An employee who fails to notify a supervisor that they are on paid leave of absence or regular day off in conjunction with the paid leave will forfeit the payment of the paid time off for that period or crediting of paid time off.

This section shall apply only in the event of an actual call in requiring the employee to report for work. Instances such as court, depositions, etc. are exempt from this section.

Section 11. Any employee serving as communication specialist who wishes to take vacation, outside of the bid process outlined above, which would create overtime or the displacement of another employee to cover their shift must do so with at least a 10 day advance notice. Leave of absence requests may be granted as long as the minimum staffing requirements are met as deemed appropriate by the Chief of Police.

- In the event 2 Datacom employees elect vacation during the same period, the Communications Supervisor may temporarily displace an employee from their regular shift to the shift in need of coverage.
- Displacement shall occur with the most senior employee being offered a voluntary schedule adjustment to cover the shift. In the event no one voluntarily adjusts their schedule, the least senior and available employee will be displaced and shall be given 7 days advance notice unless in the case of an emergency.

ARTICLE 11 SICK PAY

SICK PAY.

Section 1. All regular or probationary Police Officers (working 2184 hours per year) earn sick pay at the rate of 11.08 hours per pay period. All regular or probationary Communication Specialists (working 2080 hours per year) earn sick pay at the rate of 7.39 hours per pay period. Sick pay may be granted in hourly increments only for absence from duty due to personal illness, legal quarantine, or casual pay.

Section 2. If any employee takes more than three (3) consecutive days sick pay in any sixty (60) calendar day period, the Employer may require a medical certification before employee may return to work, said certification to be at the employee's expense. Failure to furnish medical certification may result in the Employer beginning disciplinary procedures.

Section 3. Sick pay may be granted at the employee's request at the discretion of the Chief of Police or his designee for serious illness in the immediate family. Immediate family shall be defined pursuant to the City Personnel Policies. Additional persons may be added to this section at the discretion of the Chief of Police because of death or sickness.

Section 4. 4 days annually (48 hours for Police Officers working 2184 hours per year OR 36 hours for Communication Specialists working 2080 hours per year) may be used as casual sick days to be taken with the authorization of the Department Head of the Employer to be deducted from employee's sick leave

Section 5. Employees reporting off sick must do so as soon as possible by contacting the supervisor currently on duty.

Section 6. No sick pay shall be paid to employees for injuries incurred or received while the employee is working on the job of another employer, (moonlighting), who pays sick leave.

Section 7. Any employee injured while on duty for the City shall continue to accrue full benefits while on injury leave or until placed on temporary disability by the Police Pension Board, subject to State law. All benefits accrued before being placed on temporary disability will be frozen until a final disposition is made.

Section 8. Any employee injured on the job must report it within twenty-four (24) hours of when it happens. The Employer requires the right to designate the physician if so desired, to verify the certification of the employee's physician and the extent of their injuries.

Section 9. The first payroll in December of each year, each employee shall be paid for 25% of accrued sick pay according to the following schedule:

- Police Officers working 2184 hours per year – Hours in excess of 2016, up to a maximum of 50 hours. Employee's sick accrual will be reduced to 2016 hours.
- Communication Specialists working 2080 hours per year – Hours in excess of 1920, up to a maximum of 48 hours and the employee's sick accrual will be reduced to 1920 hours.

November 1st of each year will be the date used for determining payment.

Section 10. It is understood and agreed between the parties hereto that once an employee has exhausted their paid leave, they shall be granted leave without pay for a period of up to six months from the date the employee exhausted all paid time off. Seniority shall be frozen on the date accrued paid time off is exhausted. The City Administrator has the discretion to extend this period for up to an additional six months.

MATERNITY/PATERNITY LEAVE:

Section 11. Employees may elect to take time in accordance with the Family Medical Leave Act and applicable State Law. Maternity/Paternity Leave is not deducted from dependent sick leave. Please review City Leave of Absence Policy for more information.

ARTICLE 12 LEAVE WITH PAY.

Section 1. The Chief may authorize leave with pay, which will not be charged to vacation or sick accruals, for the following reasons:

- a. For appearance in court, either as a member of the jury or when required to appear as a witness; however, if the employee instigates the court proceedings, then said employee shall not be paid. When an employee appears during regular working hours and receives full pay from the City, any pay that the employee might receive from the Court, except for mileage, will be turned over to the Police Department.
- b. For attendance at an official meeting where the good of the City is involved, but within the budget allowance for this purpose.

Military Leave:

- c. For active duty in any branch of the armed forces of the United States or the State of Iowa, for the period of such active State or Federal services during the first thirty (30) days of such leave of absence in conformity with Chapter 29A.28 of the Code of Iowa, as amended.

Bereavement Leave:

- d. Employees may be granted bereavement leave in accordance with the following schedule and shall not have this leave deducted from any accrual banks:
 - a. Up to five (5) days for the death of a spouse, child or stepchild.
 - b. Up to three (3) days for the death of a parent, stepparent, sibling, grandchild or employee's own grandparents.
 - c. Up to one (1) day for the death of a father/mother-in-law, brother/sister-in-law, son/daughter-in-law or spouse's grandparents.
 - d. The Police Chief, at his discretion may extend bereavement leave so long as the extension is deducted from accrued leave excluding sick leave and may be unpaid time off (if no other paid leave is available.)

Section 2. All leave with pay except those related to sickness, injury and death must be applied for in advance.

Section 3. Any employee on paid leave in excess of 90 consecutive days will not continue to accrue paid leave.

Compensatory Time:

- a. Compensatory time shall be granted with a 3-day advance notice so long as the minimum staffing as deemed appropriate by the Chief is maintained.
- b. Additionally, compensatory time may be granted with less notice so long as the minimum staffing as deemed appropriate by the Chief is maintained. In this event, officers will be expected to report for roll call and once minimum staffing has been confirmed, the officer will then be released on leave.
- c. Employees hired prior to July 1, 2016 may carry over the FLSA maximum amount of 480 hours. Effective July 1, 2016, new police department hires may accumulate up to a maximum of 150 hours of compensatory time. However, no more than 40 hours may be carried over after November 1st of each year. As of November 1st of each year, all compensatory time over 40 hours will be paid to the employee in the first full pay period of November.

ARTICLE 13
LEAVE WITHOUT PAY.

Section 1. A regular employee may be granted leave without pay for a period not to exceed one (1) year for good and sufficient reasons, which are considered to be in the best interest of the City. The City Council may extend such leave for good and sufficient reasons.

Section 2. An employee designated by the Union to represent it at an International, State or District meeting, which requires this absence from duty, shall be granted the necessary time off without pay. Under no event shall the number of employees exceed four (4).

Section 3. No person shall be discriminated against because of military service (including National Guard) requirements; however, every person required to attend weekend drills shall notify the Employer in advance so employee's days off can be scheduled to fall on days of said drills or said employee shall make arrangements with the military unit to schedule drill on employee's days off.

Section 4. An employee on unpaid leave of absence shall receive no compensation, shall not accrue seniority, and shall not earn or collect vacation, sick pay, or other benefits.

ARTICLE 14
INSURANCE.

Section 1. Contribution Rate: The City shall contribute 90% of the premium for the coverage selected and the employee shall contribute 10% of the premium.

The Employer shall also provide insurance to the surviving spouse and family of an Employee; said coverage to be subject to the same terms and conditions as active members. All coverage shall cease if surviving spouse remarries, is covered by another insurance program OR 1 year since the employees passing; whichever comes first. The City will provide insurance coverage for employee's children in compliance with State and Federal Law.

Section 2. Plan Design: The employees covered by this contract shall be eligible to participate in the health insurance plan design that has been implemented for all other employees of the City.

Section 3. The City will pay the premium required in Section 1 for the first one (1) month following an employee being laid off.

Section 4. Cadillac Tax Liability – Should the City's health insurance plan become classified as a Cadillac plan subject to tax under the Affordable Care act, the employer reserves the right to open the contract as it relates to the Insurance place structure at the discretion of the City.

Section 5. Life Insurance: The Employer shall provide life insurance for all employees in the amount of their annual base salary rounded up to the nearest \$1,000 during their employment.

ARTICLE 15 EQUIPMENT.

Section 1. No person employed by the City shall be forced to use equipment that is in an unsafe condition because of mechanical faults or that does not meet legal safety requirements of such equipment. Employees shall report the unsafe condition of any equipment immediately to their appropriate supervisor.

Section 2. The City will reimburse an employee for personal property that is damaged while the employee is performing on-the-job duties for the City, provided the damage occurred on duty and could not have been avoided to the satisfaction of the City. The maximum amount an employee may be reimbursed is up to \$150.00 per damaged item for the actual cost to replace such item, except regular prescription glasses which an employee may be reimbursed up to \$500. Damage must be reported to the officer-in-charge prior to the end of the employee's shift in which the damage occurred on. All employees are required to exercise necessary caution to prevent the loss or damage to personal property.

Section 3. The City will furnish all new officers hired on the Ottumwa Police Department with complete uniforms and equipment as specified by the Police Department and shall provide replacement uniforms and equipment as may be needed to all active duty personnel.

Section 4. The City will reimburse patrol officers up to \$200.00 per year for approved footwear and optional approved Police equipment. Payment shall be made to the officer within thirty (30) days after submission to department. The City will reimburse investigators up to \$200.00 every six months for approved clothing and optional approved Police equipment while serving as an investigator.

Should an employee voluntarily leave employment within six (6) months of receiving their reimbursement, the employee shall reimburse the City for any monies received.

ARTICLE 16 DISCIPLINARY PROCEDURES.

Employee Representation: In all matters of discipline and discharge, except in the case of informal reprimand, the employee may be represented by the Union and shall be subject to the grievance procedures of Article 17.

Refer to Police Policy and Procedure Manual, which will be on file in the Human Resources Office.

ARTICLE 17
GRIEVANCE PROCEDURES.

Grievance and Arbitration Procedures: Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Section 1. A grievance is defined as a timely filed claim by an employee covered by this Agreement which alleges that there has been a violation of a specific and express provision of this Agreement by the City.

Section 2. Should an employee claim a grievance, it shall be processed in the following manner:

- Informal Step: The employee shall first discuss the problem with the immediate supervisor in an attempt to resolve the problem informally within seven (7) calendar days of the occurrence or alleged violation. The immediate supervisor shall respond to the Employee's concerns within seven (7) calendar days of being made aware of the occurrence or alleged violation. If the problem is not settled to the employee's satisfaction, the following procedure shall be used.
- Step One. An employee who claims a grievance shall reduce the grievance to writing by giving and signing a statement of facts, what is the issue, what section of the contract was violated, and what remedy the employee is seeking. The written grievance must be submitted to the Division Commander no later than ten (10) calendar days after the immediate supervisor's response. The Division Commander shall give a written answer to the aggrieved employee within ten (10) calendar days after the grievance is presented to him.
- Step Two. If the grievance is not settled in Step 1 and the grievant wishes to take the grievance forward, the grievant must submit the signed grievance to the Chief or his designee within seven (7) calendar days after receipt of the Step One response. The Chief will give a written answer to the aggrieved employee within fourteen (14) calendar days after the grievance is presented to him.
- Step Three. If the grievance is not settled in Step Two, the grievant may submit the grievance to the City Administrator or designee within ten (10) calendar days of the receipt of the Chief's written answer.
 - If requested by the grievant, the City Administrator will meet with the grievant who may, at his or her option, be accompanied by a Union representative, at a time mutually agreeable to the parties, and if a settlement is not reached, the City Administrator or his designee will provide a written answer to the grievant, with a copy to the Union, within fourteen (14) calendar days following such a meeting.

An employee may choose to exercise their rights under the grievance procedure or the Civil Service Commission (Chapter 400 of the Code of Iowa, as amended), but not both.

- Step Four. If the grievance is not settled in accordance with the foregoing procedure, the Union and the grievant may submit the grievance to arbitration within fourteen (14) calendar days after the receipt of their answer to Step Three. Said notice must be signed by both the grievant and the authorized representative of the Union. Within fourteen (14) calendar days after receipt of the notice parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, either may, within twenty-one (21) calendar days after receipt of the notice, request the Public Employment Relations Board to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) calendar days after receipt of the panel, a coin flip shall determine which party shall strike a name from the list, and the seventh and remaining person shall act as the arbitrator.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue their decision within thirty (30) calendar days after the conclusion of the hearing.

The reasonable expenses, fees, and costs of the Arbitrator shall be shared equally by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.

Section 3. All grievances shall be presented, discussed and processed at a time mutually agreed to. Meetings outside of the officer's normal work shift shall not be compensated.

Section 4. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the City's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the City's specified representative to answer a grievance within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step.

Section 5. If any claim or complaint is filed in any form other than under the grievance procedure of this Agreement, then the City shall not be required to process the same or similar claim or set of facts through the grievance procedure.

Section 6. An employee may be represented at any stage of the grievance procedure by a Union representative.

ARTICLE 18
SENIORITY – LAY OFF – JOB ABOLISHMENT.

Section 1. All vacancies and promotions shall be made in compliance with Chapter 400 of the Code of Iowa, as amended.

ARTICLE 19
MISCELLANEOUS.

Section 1. Employer will reimburse the employee for actual cost of any license or permit with the exception of regular driver's license and/or chauffeurs license that the Employer requires of the employee. All members of the Ottumwa Police Department are required to possess and maintain a valid Iowa Driver's License.

Section 2. If the City requires an employee to attend any out-of-town school, meeting, or training session, the City shall pay for the employee's meals, lodging, and transportation costs in accordance with the City of Ottumwa Personnel Policy Manual and without any loss in wages by the employee.

Section 3. The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the members.

Section 4. The City agrees not to give out the telephone numbers or addresses of any member of the Ottumwa Police Department to the public.

Section 5. The City will furnish a copy of the contract to all members of the Union.

Section 6. Employees will receive \$25.00 per month (known as Longevity Pay) for each five (5) years of service.

Section 7. Representatives of the Union and the City, upon request of either party, shall meet bimonthly to discuss labor/management related issues. After full discussion of the issues within the Department, the parties may request the City Administrator to attend such meetings.

Section 8. Officers and Communications Specialists will receive an additional five (5) percent hourly pay (including longevity) for hours spent serving as a Field Training Officer, Police Training Officer, or similar training position. This additional pay for hours spent serving as a training officer will be included to calculate the overtime rate, if applicable for that pay period.

ARTICLE 20
MANAGEMENT RIGHTS CLAUSE.

It is recognized that, except as expressly stated herein in this Agreement, the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working

forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organizations and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing, methods, equipment or facilities as set out in Section 20.7 of the Code of Iowa, as amended, except as hereinabove expressly stated in this agreement.

ARTICLE 21
EMPLOYEES RIGHTS CLAUSE.

It is recognized that, except as hereinabove expressly stated in this Agreement, Employees shall retain whatever employee rights and authority as granted in Section 20.8 of said Code of Iowa, as amended.

ARTICLE 22
AMENDMENT.

This Agreement may be amended upon mutual agreement of the parties hereto and as permitted by law. Appropriate amendment shall be executed by the parties of this Agreement upon appropriate Resolution of the Employer and ratification of the Union.

ARTICLE 23
SAVINGS CLAUSE.

Should any article, section or portion thereof this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section, or portion thereto directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalid article, section or portion thereof.

CITY OF OTTUMWA

BY: Richard W. Johnson
Richard W. Johnson, Mayor

Date: 6/20/23

OTTUMWA POLICE UNION
TEAMSTER'S LOCAL #238

BY: Richard Hoffman
Richard Hoffman, Business Representative

Date: 5-23-2023

BY: R-R-186
Richard Ritz, Chief Steward

Date: 5-24-23

BY: Jordan Staton
Jordan Staton, Assistant Steward

Date: 5-24-23
William Bishop, Assistant Steward

BY: Jesse Case
Jesse Case, Secretary/Treasurer

Date: X

ATTEST:
Christina Reinhard
Christina Reinhard, City Clerk

Date: 6/20/2023

CITY OF OTTUMWA

BY Richard W. Johnson
Richard W. Johnson, Mayor

Date: 6/20/23

OTTUMWA POLICE UNION
TEAMSTER'S LOCAL #238

BY: _____
Richard Hoffman, Business Representative

Date: _____

BY: _____
Richard Ritz, Chief Steward

Date: _____

BY: _____
Jordan Staton, Assistant Steward

Date: _____
William Bishop, Assistant Steward

BY _____
Jesse Case, Secretary/Treasurer

Date: _____



ATTEST:
Christina Reinhard
Christina Reinhard, City Clerk

Date: 6/20/2023

Communication Specialist

The Chief of Police shall have the discretion to start operators currently NCIC certified on the wage up to Step C depending upon the applicant's previous experience and qualifications. Operators may be given one step on the wage scale for every 1 year of full-time experience.

Employees in Step A through Step G will remain in their respective step for twelve (12) months before advancing to the next step. Employees hired without IOWA/NCIC certification shall start in the Trainee Step and will move to Step A upon receiving certifications.

Raises and pay adjustments will be effective on the actual due date.

	Market Adjustment 7/1/2023	7/1/2024	7/1/2025
		+6%	+6%
Trainee	\$20.77	\$22.02	\$23.34
A	\$21.24	\$22.51	\$23.87
B	\$21.72	\$23.02	\$24.40
C	\$22.22	\$23.55	\$24.97
D	\$22.72	\$24.08	\$25.53
E	\$23.24	\$24.63	\$26.11
F	\$23.77	\$25.20	\$26.71
G	\$24.31	\$25.77	\$27.31
H	\$24.87	\$26.36	\$27.94

EXHIBIT A
POLICE DEPARTMENT – WAGE SCHEDULE

The Chief of Police shall have the discretion to start officers who are currently ILEA certified on the wage scale up to step 3 depending upon the applicant’s previous experience and qualifications. Officers may be given one step on the wage scale for every 2 year of full-time experience.

Raises and pay adjustments on the anniversary date of hire will be effective on the date of the anniversary.

	+6%			+6%			+6%		
	7/1/2023			7/1/2024			7/1/2025		
Start	23-0	\$ 28.20		24-0	\$ 29.89		25-0	\$ 31.68	
1 year	23-1	\$ 28.85		24-1	\$ 30.58		25-1	\$ 32.41	
2 year	23-2	\$ 29.59		24-2	\$ 31.36		25-2	\$ 33.24	
3 year	23-3	\$ 30.42		24-3	\$ 32.25		25-3	\$ 34.18	
4 year	23-4	\$ 31.37		24-4	\$ 33.25		25-4	\$ 35.24	
5 year	23-5	\$ 32.42		24-5	\$ 34.36		25-5	\$ 36.43	
6 year	23-6	\$ 33.59		24-6	\$ 35.61		25-6	\$ 37.75	
7 year	23-7	\$ 34.90		24-7	\$ 37.00		25-7	\$ 39.22	
8 year or more	23-8	\$ 36.36		24-8	\$ 38.54		25-8	\$ 40.85	