

MEMORANDUM

PUBLIC DOCUMENT INDEX No. # 9 0 6 1 4 CITY CLERK'S OFFICE MUSCATINE, IOWA

October 14, 2008

TO: A.J. Johnson, City Administrator
FROM: Stephanie Romagnoli, Human Resources Manager
SUBJECT: Police Contract

As you know, the only open contract for next year is with the Police Bargaining Unit. We settled two year contracts with each of the other units, and at the time we negotiated, the Police were interested in only a one year settlement.

Recently, the Police have approached the City that, rather than renegotiate their contract, they would like to accept the offer we made last year and add an additional year onto their current contract.

At this time, the City's negotiating team is recommending we agree to this. This will renew the contract through June 30, 2010. The only change in the agreement is a 3.5% across-the-board wage increase and is the same increase given to the other two bargaining units.

If you need any other information, please let me know.

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AGREEMENT

BETWEEN

THE CITY OF MUSCATINE

AND

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238,
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

COVERING POLICE BARGAINING UNIT

JULY 1, 2009

to

JUNE 30, 2010

PREAMBLE

THIS AGREEMENT is executed by the City of Muscatine, Iowa, hereinafter called “Employer” and Chauffeurs, Teamsters and Helpers, Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter called “Union”.

ARTICLE 1

RECOGNITION

Section A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the following classifications within the Muscatine Police Department, to wit:

INCLUDED: Police Officer, Corporal

EXCLUDED: Police Chief, Assistant Chief, Captain, Lieutenant, Sergeant

ARTICLE 2

INTENT AND PURPOSE

Section A. The Employer, the Union, and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Muscatine.

Section B. The Employer, the Union, and the employees, further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of the City of Muscatine.

ARTICLE 3

DEFINITIONS

Section A. Probation – Police Officer. If a police officer has successfully completed training at the Iowa Law Enforcement Academy or another training facility certified by the Director of the Iowa Law Enforcement Academy before the initial appointment as a police officer, the probationary period shall be for a period of nine months and shall commence with the date of initial appointment as a police officer. If the police officer has not successfully completed training at the Iowa Law Enforcement Academy or another training facility certified by the Director of the Iowa Law Enforcement Academy before initial appointment, the probationary period shall commence with the date of initial employment as a police officer and shall continue for a period of nine months following the date of successful completion of training at the Iowa Law Enforcement Academy or another training facility certified by the Director of the Iowa Law Enforcement Academy. This probationary period for a police officer is in addition to any other probationary period the employee must serve in other classifications, even if the employee has completed a different probationary period for the employer.

Section B. Probation - All Other Employees. A probationary employee is an employee who has not successfully completed six (6) months of continuous service.

Section C. Except where the context clearly indicates otherwise, the word “employee” when used in this Agreement, shall be limited to mean “regular” employee.

Section D. Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section E. Chief shall mean the Chief of Police of the City of Muscatine, or the designated representative of the Chief.

Section F. Work day shall mean the scheduled work day of the employee involved.

ARTICLE 4

MANAGEMENT RIGHTS

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

1. The right to manage the Employer's operations and to direct the working force;
2. The right to hire employees;
3. The right to maintain order and efficiency;
4. The right to extend, maintain, curtail, or terminate operations of the Employer, to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
5. The right to assign work;
6. The right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
7. The right to create, modify, and terminate departments, job classifications and job duties;
8. The right to transfer, promote and demote employees;
9. The right to discipline, suspend and discharge employees for proper cause;

10. The right to lay-off;
11. The right to determine the number and starting time of shifts, the number of hours and days in a work week and the hours of work;
12. The right to determine the number of persons to be employed by the Employer at any time;
13. The right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights, will not be used for the purpose of discriminating against any employee because of the employee's membership or non-membership in the Union.

Section B. The list of management rights set forth in Section A is not exclusive and it is understood that except as specifically and expressly modified by this Agreement, all of the rights, powers and authority and prerogatives which the Employer had prior to this Agreement are retained by it and reserved to it and shall remain within its exclusive control.

ARTICLE 5

WORK STOPPAGE

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

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

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

Section D. In the event of a violation of the Act or a violation of Section C of this Article, the Union agrees, after notice, that it will take immediate, affirmative steps with the employees involved, including but not limited to sending out public announcements, letters, bulletins, telegrams, and to holding employee meetings, to bring about an immediate resumption of normal work.

Section E. In the event of a violation of the Act or a violation of Section C of this Article, any and all legal censures provided by the Act shall be applicable.

ARTICLE 6

CHECK OFF

Section A. The Employer agrees to deduct Union membership fees, dues, and assessments once each month from the pay of those employees who individually authorize in writing that deductions be made. Authorizations delivered to the employer ten (10) days or more prior to the end of a calendar month, shall become effective the following month. The Union agrees to send a written statement to the Employer at least ten (10) days prior to the end of a calendar month sending out an itemized accounting of the amount that shall be deducted from each employee's paycheck.

Section B. Check-off monies will be deducted from the first paycheck of each month, and shall be remitted together with an itemized statement to the office of the Union in the month in which the deductions have been made.

Section C. The Employer will discontinue to deduct dues, fees and assessments beginning immediately after the employee is no longer part of a bargaining unit. An employee may voluntarily cancel or revoke authorization for check-off upon thirty (30) days written notice to the Employer and to the Union.

Section D. The Union agrees to indemnify, defend and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money from an employee's pay in conformance with the written instructions of the Union. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

Section E. The Employer shall make deductions for any approved Credit Union each pay period provided the employee has provided the Employer with proper written authorization.

ARTICLE 7

UNION REPRESENTATIVES - STEWARDS

Section A Authorized representatives of the Union shall be permitted to visit the Police Station and confer with representatives of the Employer. If such Union representative desires to confer with a union steward or an employee on duty, the representative must first notify the supervisor; the steward or the employee will be granted permission for such conference if it will not interfere with the normal operations of the department.

Section B. The Employer recognizes the right of the Union to designate not to exceed three (3) stewards whose authorities shall be limited to and shall not exceed the following duties and activities.

1. To collect dues.
2. To transmit all authorized bargaining unit information which is in writing; or if it is verbal, it is of such a routine nature that it does not cause work slowdown or work stoppage or any interference with the Employer's business.
3. To investigate any alleged grievance provided the steward secures prior authority from the supervisor to conduct such investigation in a reasonable time as determined and approved by the supervisor.
4. To represent an employee at any time during any type of disciplinary action if requested to do so by the employee being disciplined.

Section C.

1. An employee serving on the Contract Negotiating Committee shall be granted leave from duty for all joint negotiation meetings between the Employer and the Union when such meetings take place at a time when such employee is scheduled to be on duty. Not to exceed three (3) stewards and not more than one (1) employee from each Police Officer shift shall be granted such leave. The Union shall advise the Employer in writing of the designated representative prior to or at the time it serves notice of a desire to enter into negotiations.
2. The Employer shall grant leave from duty for the stewards to attend a one-day stewards training seminar that is sponsored by the Union once a year. Not to

exceed three (3) stewards and not more than one (1) employee from each Police Officer shift shall be granted such leave without pay.

Section D The Employer shall furnish a bulletin board or a designated part of an existing bulletin board for the use of the Union for the purpose of displaying material pertinent to the business of the Union.

ARTICLE 8

CIVIL SERVICE

Section A. In all matters involving hiring, promotions, demotions, layoffs, suspensions, and discharges, the parties agree that these matters are under the jurisdiction of Chapter 400, The Code, Civil Service, and agree to follow the provisions of such chapter as amended. Enforcement of said rights shall be through procedures set forth in said Chapter 400 and shall not be processed through the grievance or arbitration procedures set forth in this Agreement.

ARTICLE 9

SENIORITY

Section A. Seniority shall mean the status, priority, or precedence obtained as a result of an employee's length of continuous service within the Police Department and shall commence on the date of employment and become applicable immediately following the completion of the probationary period. In computing seniority, periods of employee's suspensions and leave of absence without pay (except for work connected injury or illness) in excess of sixty (60) consecutive calendar days per year shall be deducted from the employee's time of seniority,

provided that the employer will comply with the provisions of the Family Medical Leave Act if the leave of absence without pay is an incident involving FMLA.

Section B. The Employer shall post a complete seniority list of the employees covered by this Agreement on July 1 or each contract year showing date of employment and promotion date in the Police Department. The list shall remain posted and the Employer shall give a copy of such seniority list to the Union. At any time that seniority lists are revised during the term of this agreement, a revised list shall be posted and a copy shall be given to the Union.

Section C. A shift as used in this Article refers to a group of employees working the same period of time and does not refer to the right to work specific fixed hours. The Employer retains the right to rotate all shifts. The Employer has the right to assign a probationary police officer as the Employer deems necessary during the probationary period.

Section D. 1. The chief shall assign a Corporal to the Corporal's initial shift position and the initial days off. Thereafter, the shift position and the days off of corporals within a shift, as scheduled by the Employer, shall be bid by corporal seniority commencing September 1 of each contract year to be effective January 1, and commencing April 1 of each contract year to be effective July 1. Each corporal shall make that Corporal's selection during regular working hours, within a maximum of two (2) Corporal working days. Each Corporal shall write on the schedule the date and time of that Corporal's selection. The Corporal shall not select a day off or part of a day off that has been assigned to the Lieutenant and to the Sergeant of the Corporal's shift. When two (2) corporals are assigned to a shift, the days off selection may not result in less than two (2) supervisors working on a shift.

2. The chief shall assign a police officer to the police officer's initial shift position and the initial days off. Thereafter, the shift position and the days off of police officers

within a shift, as scheduled by the Employer, shall be bid by police officer seniority commencing September 1 of each contract year to be effective January 1, and commencing April 1 of each contract year to be effective July 1. Each police officer shall make that police officer's selection during regular working hours within a maximum of two (2) employee working days. Each employee shall write on the schedule the date and time of that employee's selection.

3. Notwithstanding the provisions of Section 2 above, one slot will be reserved on each shift for a canine officer. No more than one canine officer may serve on any shift, and a canine officer is not allowed to bid a schedule that includes a Friday or a Saturday as a day off. Within these parameters, a canine officer shall bid by seniority in accordance with Section 2. In the event that there is only one (1) canine officer, that officer shall be required to work Shift 3, or the task officer position, if available; provided that the current canine officer may bid either Shift 2 or Shift 3, or the task force shift, if available.

Section E. A vacancy in a shift is to be posted for bids on the bulletin board for a period of seven (7) calendar days, and on the first day of such posting shall also be posted on the employee's voice mail. Only a Corporal can bid for a Corporal vacancy. Qualifications are to be followed in filling in such vacancies, but where two (2) or more employees have equal skill, ability and qualification, then seniority shall be the determining factor.

Section F. An employee bidding a shift vacancy and being a successful bidder shall have no right to bid another shift vacancy for sixty (60) days except for medical reasons supported by a doctor's statement.

Section G. Assignments within a position shall be posted for bids on the bulletin board for a period of seven (7) calendar days, and on the first day of such posting shall also be

posted to the employee's e-mail. Qualifications are to be followed in filling such jobs or vacancies.

ARTICLE 10

PERSONNEL TRANSACTIONS-RULES

Section A. An employee will be notified of all documents placed in said employee's personnel file within ten (10) days of the time any such document is placed therein.

Section B. Each employee shall during normal business hours of the Human Resources Department have the right of access to the employee's own personnel file. The Employer shall review with the employee any complaint received against the employee that is to be placed in the employee's personnel file.

Section C. The Employer shall promulgate departmental rules and regulations and shall provide each employee with a copy thereof. Each employee shall comply with said rules and regulations. The Employer may promulgate departmental policies, procedures and general orders also, and shall provide each employee with access to such policies, procedures, and general orders. Employees are expected to comply with such policies, procedures, and general orders. Upon promulgation of said rules, regulations, policies, procedures and general orders, all prior rules, regulations, policies, procedures and general orders, in conflict therewith, except as specifically noted in writing, shall be canceled.

Section D. If an employee, while in the line of duty, is charged in any criminal action, the employee shall, upon being found not guilty of the charge, be reimbursed by the Employer for all legal expenses. In lieu of agreeing to pay for the legal expenses, the Employer shall have the option of selecting and paying for an attorney to defend the employee in said case, further

provided that if the employee is not satisfied with the attorney chosen by the Employer, the employee shall have a right to retain his own legal counsel at his own expense.

ARTICLE 11

HOURS OF WORK

Section A. This article is intended to set forth the normal workday, work-week, and work month but shall not be construed as a guarantee of hours of work per day, per week, or per month, or days of work per week or per month. This article shall be used in calculating overtime.

Section B. The normal workday and work week for Employees shall commence on a date to be set by the Employer and shall consist of five (5) eight (8) hour days on the first shift, and of four (4) ten (10) hour days on the second and third shifts. The normal shifts shall be as follows:

1 st Shift	7:00 A.M. - 3:00 P.M.
2 nd Shift	3:00 P.M. - 1:00 A.M.
3 rd Shift	9:00 P.M. - 7:00 A.M.

Officers on specialized assignments shall work hours as are designated by the Employer. At the discretion of the Chief, a task officer position may be offered to bid to work the hours of 5:00 p.m. to 3:00 a.m.

Section C. It is understood and agreed that the determination of the daily and monthly work schedule for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and the employee shall be

required to work at times as scheduled by the Employer. The Employer shall give the Union as much advance notice as possible of any major change of working condition. Specifically, the Union agrees that the Employer shall be allowed to change the normal work schedule of an employee for purposes of facilitating training, provided that the employee be given a different day off within seven (7) calendar days before or after the training date.

Section D. Whenever possible, each employee shall receive two (2) fifteen (15) minute breaks during each workday and a thirty (30) minute lunch period at times to be designated by the Shift Supervisor. Employees will be on call during their lunch and break periods. Break periods will not be cumulative during the work day.

Section E. The hours of work set out in the immediately preceding paragraphs is believed by the Employer, the Union and the employees, to be a permissible schedule of hours to be worked within the guidelines of the Fair Labor Standards Act and not to require the paying of any overtime for the regularly scheduled days. The Employer reserves the right to establish a work cycle in accordance with the guidelines of the Fair Labor Standards Act.

If, at any time, it is determined that the above stated schedule is not allowable by the Fair Labor Standards Act without the necessity of paying over-time, the Employer shall have the right immediately to rearrange the work schedule to comply with the standards of the Fair Labor Standards Act so as to avoid the necessity of paying over-time for regularly scheduled work-periods.

Section F. If manpower does not allow the four 10-hour schedule, the Chief reserves the right to revert to five (5) eight (8) hour days on all shifts.

ARTICLE 12

OVERTIME-CALL BACK-COURT TIME-TRADETIME

TEMPORARY ASSIGNMENT - STAND BY

A. Overtime

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer and actually worked in excess of the employee's regular schedule, provided that overtime will not occur if the employees regular schedule is changed to facilitate training in accordance with the provisions of Article 11, Section C. It is the policy of the Employer to keep overtime work to a minimum. Sick leave shall not be considered hours actually worked for the purpose of computing overtime.

Section 2. Compensation shall not be paid twice for the same hours, nor shall there be any pyramiding of overtime. This means there shall be no payment of premium time on top of premium time.

Section 3. Overtime will be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. It shall be computed to the nearest one-sixth (1/6) hour for payment.

Section 4. The Employer may at its discretion grant an employee's request for compensatory time off based on one and one-half (1-1/2) hours off for each hour of overtime worked. The Employer and the employee shall mutually agree as to when compensatory time shall be taken off. An employee shall not accumulate more than eighty (80) hours of compensatory time without the approval of the Chief.

Section 5. Employees shall be required to work such overtime as the Employer requires. The opportunity for overtime hours of work will be divided equally among the employees, provided that the Employer retains the right to assign overtime.

Section 6. For this Section, overtime includes Callback and Court Time. An officer who has been working on a case may be assigned overtime regardless of seniority. Only a corporal is entitled to equalization of the opportunity for corporal overtime. A corporal is entitled to the opportunity for police officer overtime but for purposes of equalization, both the overtime earned by a corporal for corporal overtime and the overtime earned by a corporal for police officer overtime shall be counted as police officer overtime in determining whether the opportunity of a corporal for overtime hours of work has been assigned equally. A corporal working overtime as a police officer will be paid at the corporal's regular rate of overtime pay.

B. Callback.

Section 1. An employee, who is called back for any reason other than employee negligence by the Employer shall be paid a minimum of two (2) hours pay or compensatory time off at the overtime rate, unless such callback is two hours or less prior to the employee's regular shift. Callback does not apply where an employee is ordered to work beyond the employee's regular shift. An employee called back on the employee's off-duty day shall be paid a minimum of three (3) hours pay or compensatory time off at the overtime rate. An employee called in early, prior to the employee's scheduled shift will not be paid Callback pay unless the employee works the full scheduled shift, or utilizes paid leave with the approval of the Supervisor for part of the full scheduled shift.

C. Court Time

Section 1. An employee required to appear for Court time during off-duty hours shall be paid for all time spent with a minimum of two (2) hours pay or compensatory time off at the overtime rate provided the Court appearance and the beginning or end of an employee's scheduled workday shift do not overlap. If an employee shows up for Court, and Court has been canceled, the Employer will pay two (2) hours at time and one-half (1-1/2), but if the employee has been notified properly of the Court cancellation, the Employer will not be obligated to pay the employee. If the employee has not previously been notified of a Court cancellation, the employee shall call into the employee's voice mail at the police department forty-five (45) minutes before the time of the scheduled hearing to see if it has been cancelled.

Section 2. Court time will include time spent on criminal depositions, criminal pre-trial conferences, criminal Court appearances and state mandated administrative hearings when the employee is subpoenaed or otherwise required in writing by the Court, County Attorney or Employer to be present. The Employer will attempt to work with the Courts to schedule as much of this Court time as possible during the employee's regular tour of duty. The Employer will notify the employee as far in advance as possible of Court dates schedules for the employee's day off.

Section 3. All Court time must be authorized or approved by the Shift Supervisor and to be eligible for overtime pay or compensatory time off an employee must turn in to the Employer a copy of the subpoena or written order together with a statement in writing signed by the Court or the County Attorney of the time spent.

D. Tradetime.

Section 1. An employee may be permitted to trade workdays, with another employee, within the same classification and with the Employer's approval.

E. Temporary Assignments.

Section 1. In the event that any employee is assigned to a higher or lower job classification on a temporary basis, said employee shall receive the employee's own pay or the pay designated for such other classification in which the employee is temporarily serving, whichever is higher, provided that the higher pay in the temporary classification shall not be applicable until the employee has served more than twenty (20) consecutive working days in such other capacity.

F. Standby Pay.

Section 1. Any patrol officer, or corporal, who is required by the Chief to be immediately available to report to work during a scheduled time off, shall be compensated at the rate of three (3) hours of straight time pay for each day or portion thereof on such standby. Standby time will not be considered as time worked in the computation of overtime. No employee will be required to be on standby during the employee's approved vacation.

Any patrol officer or corporal on special assignment as a technician, domestic violence investigator, evidence technician, member of a special response team or accident specialist, who is required by the Chief to be immediately available to report to work during a scheduled time off shall be compensated at the rate of one (1) hour of straight time pay for each day or a portion thereof on such standby.

ARTICLE 13

HOLIDAYS

Section A. Subject to and in accordance with the provisions of this article, all regular and probationary employees shall be granted holiday pay as hereinafter set out for the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, the day before Christmas and Christmas Day.

Section B. The holiday will begin at 7:00 A.M. on the day of the holiday and shall end at 7:00 A.M. twenty-four (24) hours later.

Section C. 1. If an employee is scheduled to work President's Day, Memorial Day, Labor Day, Veterans Day or Friday after Thanksgiving and does work the holiday, that employee will receive the regular hourly rate of pay normally paid to said employee.

2. If an employee is scheduled to work New Year's Day, Independence Day, Thanksgiving Day, the day before Christmas or Christmas Day, and does work the holiday, the employee will receive one and one-half times the regular hourly rate of pay normally paid to the employee.

Section D. Each employee will receive eight (8) hours of pay for each of the ten (10) holidays, the amount to be equal to the regular hourly rate of pay currently paid to the employee. This payment will be made on the first Friday in December for holidays worked in that calendar year by separate check. If an employee takes sick leave on a holiday, the employee will not be entitled to the holiday pay set out in this section for that holiday.

Section E. In order to be eligible for receiving holiday pay, an employee must report for work on the employee's last scheduled workday before the holiday and on the employee's

first scheduled workday after the holiday unless the failure of the employee to report for work is excused. No employee who has been laid off or is under suspension will be eligible for holiday pay.

ARTICLE 14

VACATION

Section A. Vacation with pay is a benefit accorded an employee on an annual basis for purposes of recreation and relief from the routine and pressures of assigned work. It is an earned right in the sense that the right to paid time off from work is earned by time spent at work. However, the taking of time is conditioned by length of employment and the requirements or work load of the department in which the employee works.

Section B. A full-time employee beginning with the date of employment and continuing for the balance of the employee's continuous service with the Employer shall earn annual vacation leave at the following rate: (Full month in this Article shall be based on the employee's monthly anniversary date).

1. 3.08 hours for each full bi-weekly period of service from the 7th month through the first full twelve (12) month period of employment (five (5) vacation days or forty (40) hours after the first full twelve (12) month period of employment).
2. 3.08 hours for each full bi-weekly period of service for employees during the 2nd through the 4th year of employment (ten (10) vacation days a year or eighty (80) hours).

3. 4.62 hours for each full bi-weekly period of service for employees during the 5th through the 12th year of employment. (Fifteen (15) vacation days a year or 120 hours).
4. 6.16 hours for each full bi-weekly period of service for employees during the 13th year through 19th year of service. (Twenty (20) vacation days a year or 160 hours).
5. 7.70 hours for each full bi-weekly period of service during the 20th year and subsequent years of service. (Twenty-five (25) vacation days a year or 200 hours).
6. In computing vacation leave for an employee, the following shall be counted as time worked:
 - a. Time spent on vacation leave.
 - b. Time spent on paid sick leave.
 - c. Absences for authorized holidays.
 - d. Absences for jury duty.
 - e. Time spent on paid bereavement leave.
 - f. Upon transfer from one department to another without a break in service, time worked and vacation leave accumulated shall be fully credited to the employee in the new department.
 - g. Leave of absence without pay.
7. Vacation leave will not accrue to an employee during such non-work, non-pay periods as:
 - a. Time away from work as a result of a disciplinary layoff.

- b. Time away from work as a result of a job layoff due to organizational, project, seasonal, or financial requirements.
 - c. Time away from work as a result of an authorized extended leave of absence, such as school leave or military leave over thirty (30) days.
8. Upon return to work from an authorized leave of absence, with or without pay, an employee shall be granted all unused vacation leave earned by earlier service.

Section C. It is the intent of this Agreement to provide a vacation period for all full-time employees. Vacation leave may be used as it is earned, provided that an employee may not use vacation leave until the employee has completed one (1) full year of employment. The Employer encourages employees to take vacation in weekly blocks. The Chief may approve vacation of less duration, but in no case less than four (4) hours at a time. Once vacation is scheduled and approved, it must be used unless approval for change is authorized by the Chief.

- 1. On any anniversary date the employee cannot have more vacation accumulated than was earned during the past anniversary year unless the Chief gives written permission to carry over a specific amount of vacation.
- 2. Any vacation leave earned but not used will be paid for when the employee is terminated for any reason.

Section D. An employee's request for vacation time shall be controlled by seniority provided that the selection is made by December 1 for the first six (6) calendar months and is made by June 1 for the next six (6) calendar months. Each employee shall make that employee's selection during regular working hours within two (2) employee working days. A Corporal cannot choose vacation for the same day or days that a Lieutenant or Sergeant had chosen vacation without permission of the Employer. Seniority shall only apply to one segment of

vacation selected by an employee for either the first six (6) month period or the second six (6) month period. Vacation will so far as possible be granted at times most desired by employees so long as the request does not conflict with the Employer's operation. No more than one employee from a shift may take vacation at the same time without specific written permission of the Chief.

Section E. In the event that a holiday falls within an employee's vacation period, such day will be counted as a day of vacation.

ARTICLE 15

SPECIAL LEAVES

A. Bereavement Leave.

Section 1. An employee will be granted up to five (5) days Bereavement Leave with no loss of compensation to arrange and attend the funeral of the employee's spouse or children, including step children.

Section 2. An employee will be granted up to three (3) days Bereavement Leave with no loss of compensation to arrange and attend the funeral of the employee's parents, including step parents, parents-in-law, brothers, sisters, grandparents or grandchildren.

Section 3 If additional time is needed for the above situations, the Chief may grant vacation, compensatory leave, personal leave or leave without pay not to exceed three (3) working days.

Section 4. Bereavement Leave pay is intended to provide for time off without loss of income but not to increase income. Non-working days shall not be compensable.

Section 5. The Chief may allow an employee the necessary time off to attend the funeral of members of the family not included above or of a close friend, provided such time off shall be charged to vacation, compensatory leave, personal leave or leave without pay.

Section 6. An employee who wishes to attend the funeral of a fellow employee or former employee, or to serve as a pall-bearer in such a funeral, may be allowed time off from the job with pay but not to exceed one-half (1/2) day.

B. Personal Leave

Section 1. Personal leave shall be granted by the shift supervisor during duty hours with pay as follows. On July 1st of each year, each employee shall be credited with eight (8) hours of personal leave, provided such employee has completed the probationary period by July 1st. There shall be no accumulation of personal leave from one year to the next. Personal leave will not be granted in conjunction with vacation or holiday leave. The employee shall give as much advance notice as possible for request of personal leave.

Section 2. Personal leave shall be for a period of not less than one (1) hour, but less than eight (8) hours, and shall be requested for such matters as, but not limited to, the concluding of legal business, personal business, paternity leave during the period of spouse's labor and visits immediately thereafter, attending special religious functions, the admitting or discharging of members of the immediate family from a hospital, serious illness in the immediate family, and similar matters that cannot be delayed to an off day or off duty time.

C. Voting Leave.

Section 1. Any employee required to work for all of the hours during which the polls are open on an election day shall be given sufficient time off with pay to vote.

D. Military Leave.

Section 1. The Employer will grant leave of absence for military pay in compliance with the provisions of Section 29A.28, The Code, as the same may be amended from time to time.

E. Sick Leave

Section 1. Sick leave is time off with pay granted to an employee by the employee's Supervisor. Sick leave is granted or denied contingent upon the meeting of certain conditions. The granting of sick leave to employees has as its purposes:

- a. Approved absences from work occasioned by illness or injury.
- b. Remuneration during these periods to ease financial hardship; and
- c. Retention of employment rights.

Section 2. Sick Leave Accumulation.

- a. An employee, including a probationary employee, beginning with the date of employment and continuing for the balance of the employee's continuous service with the City, shall accumulate sick leave at the rate of 4.62 hours bi-weekly with a maximum accumulation of 1200 hours.
- b. In computing sick leave for an employee, the following shall be counted as time worked:
 - i. Time spent on vacation leave.
 - ii. Bereavement leave.
 - iii. Absences for authorized holidays.
 - iv. Absences for jury duty.
 - v. Personal leave with pay.

- vi. Military leave with pay.
 - vii. Time spent on paid sick leave. However, this sick leave will not be available for use during the current illness but will be counted toward the new accumulation of sick leave beginning one (1) week after return to full-time service.
 - viii. Upon transfer from one department to another without a break in service, time worked and sick leave accumulated shall be fully credited to employee in the new department.
 - ix. Time spent on the job injury in accordance with Section 8 of this provision. Sick leave would only be earned during temporary disability under the pension fund.
- c. Sick leave will not accrue to an employee during such non-work, non-pay periods as:
- i. Time away from work as a result of a disciplinary layoff.
 - ii. Time away from work as a result of a job layoff due to organization, project, seasonal, or financial requirements.
 - iii. Time away from work as a result of an authorized extended leave of absence without pay, such as school leave, or military leave over thirty (30) days.
- d. Upon return to work from an authorized leave of absence, with or without pay, an employee shall be granted all unused sick leave accumulated by earlier service.

Section 3. Use of Sick Leave.

- a. An employee may use sick leave with full pay for absences necessitated by personal injury or illness, pregnancy, required dental or medical care, or exposure to contagious disease if determined by a physician or health officer.
- b. Sick leave shall not be available to an employee for use in circumstances involving personal injury sustained by an employee in the course of paid supplemental employment for someone other than the Employer.
- c. All time taken on authorized sick leave will be deducted from available sick leave.
- d. An employee who has exhausted all of the employee's sick leave may then elect to use any vacation leave or other paid leave to which the employee is entitled, for sick leave purposes. Following this, upon approval by the Chief, based on a doctor's statement that the employee's health prevents the employee from working, an employee may be placed in a sick leave without pay status for a period not to exceed one (1) month for each year of previous service, but in no event to exceed a period of one (1) year provided that the Employer shall comply with the provisions of the Family Medical Leave Act, if the required leave under FMLA is greater than the contract requires; the provisions of Leave Without Pay shall apply. Upon return from sick leave without pay status, the employee shall present a doctor's statement that the employee is able to return to the employee's regular job duties.
- e. No sick leave with pay shall be granted an employee in anticipation of future service.

- f. Sick leave payments are based on the straight time earnings of the employee at the time sick leave is taken.
- g. In the event that a holiday falls within an employee's sick leave, such day will be counted as a day of sick leave.
- h. The accrued sick leave of an employee whose service with the Employer is terminated by reasons of quit, discharge, or resignation shall be canceled by such action.
- i. An employee may use twenty-four (24) hours of sick leave each contract year with full pay for absences necessitated by personal injury or illness or by required dental or medical care of employee's spouse, child, or family member living in the employee's immediate household.

Section 4. Proof of Illness

- a. In order to be eligible for sick leave with pay and to receive compensation while absent on sick leave, an employee shall:
 - i. Notify the dispatcher to advise the on-duty Supervisor that the employee has called in for sick leave and the reason for the absence, prior to the shift of the first day's absence from duty, unless circumstances beyond the control of the employee would not permit a call.
 - ii. Keep the Supervisor informed of the employee's condition. If the employee leaves the employee's residence during sick leave, the employee must notify the employee's Supervisor unless circumstances beyond the control of the employee would not permit a call.

- iii. Upon return to work, submit a medical certificate or furnish other reasonable proof for absences of one week's duration or longer, unless the Supervisor has personal knowledge of the illness or injury.
 - iv. Where a question exists as to the returning employee's fitness to perform regular assigned work the employee shall submit to a medical examination arranged and paid for by the Employer.
 - v. Present a physician's statement specifying the dates of personal disablement and confinement due to pregnancy, childbirth and related medical conditions which render the employee physically unable to perform the employee's regular job duties.
- b. In all cases of absence for personal injury incurred during paid supplemental employment for someone other than the Employer, the returning employee must submit to a medical examination arranged and paid for by the employee.
 - c. The Employer may establish additional guidelines for proof of illness or injury for any period less than one (1) week, provided such rules are uniform in all departments.

Section 5. Abuse of Sick Leave

- a. An employee who knowingly gives false information as a basis for obtaining sick leave will be subject to disciplinary action up to and including discharge. In addition, any monies paid for sick leave in violation of its uses shall be reimbursed or deducted from future earnings.

- b. Whenever there is reason to believe that an employee is abusing or misusing sick leave, an investigation shall be made, even to the point of requiring that the employee submit to a medical examination, and a report made to the Chief.

Section 6 Except in cases of serious illness which are certified by a physician, or with the prior approval of the Chief, sick leave will not be paid on the working day immediately preceding or following vacation, holidays, or any other paid leave.

Section 7.

An employee, upon eligible service retirement or termination with twenty-two (22) year of vesting under the pension plan, shall be entitled to cash payment of up to two-fifth (2/5) of unused sick leave time. Termination of service for any other reason shall terminate any and all obligations of the employer in connection with unused sick leave time. Sick leave payout under this paragraph shall be paid in cash, or into a deferred compensation plan, or a post employment health plan, (if instituted) or a reserve fund to be held by the Employer and utilized to pay for an eligible employee's on going health insurance premiums until exhausted. The employee shall choose one of the available options above, unless the Union has elected to use the post employment health plan, in which case all employees are required to use that option.

Section 8. In the event of injury as a result of on-duty accidents, the Employer reserves the right to have a medical doctor examine the employee at the Employer's expense.

F. Jury Duty

Section 1. The Employer agrees to pay an employee called to serve on any jury the difference in wages between jury pay and the employees regular earnings. This shall be construed to mean pay for the regular working hours of the employees selected for such jury duty. An employee who works the second or third shift shall be transferred to the day shift for

pay purposes for the tour of jury duty. If an employee is discharged from the jury before the workday ends, the employee must report immediately to the Employer for work.

G. Leave of Absence Without Pay.

Section 1. A leave of absence without pay is a predetermined amount of time off from work, for whatever purpose, including serving in any capacity on official Union business, which has been approved by the Chief in writing. The employee and the Union will be given a copy of the authorization.

Section 2. Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when the employee left, provided that during such period, no employee shall earn sick, vacation, or other leave.

Section 3 In the event an employee fails to return to work at the end of any such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave, unless such failure to return to work was caused by circumstances beyond the control of the employee.

Section 4. During a leave of absence without pay, the employee:

- a. Must pay Group Hospitalization premiums falling due during any month the employee is not on the payroll, provided that the employer will pay this premium for an employee who is on a FMLA leave of absence without pay so long as required by FMLA.
- b. Must pay premiums for coverage under the Group Life Insurance Plan, provided that the employer will pay this premium for an employee who is on a FMLA leave of absence without pay so long as required by FMLA.
- c. Shall not receive any other job benefits during the period of absence.

ARTICLE 16

HEALTH AND SAFETY-VEHICLES AND EQUIPMENT

Section A The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section B. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules, and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section C All motor vehicles and other equipment furnished by the Employer shall be maintained by the Employer in good working condition and in accordance with reasonable safety standards.

Section D. Any employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle, to the employee's Supervisor, and any employee using other equipment furnished by the Employer shall immediately report any defect therein to the employee's Supervisor.

Section E. Any employee shall use proper care in operating motor vehicles and in using equipment furnished by the Employer.

ARTICLE 17

UNIFORMS AND CLOTHING

Section A. The Employer shall post and maintain a current list of required uniform clothing and equipment, which shall be furnished by the Employer to a new employee. Any new type style or color change of clothing or equipment required by the Employer shall be furnished

to all employees by the Employer. If a change in uniforms or equipment is requested by the employee, and is approved by the Chief, the cost of said changes shall be borne by the employee.

Section B. An employee shall thereafter be required to replace, clean, and maintain the required uniform clothing and equipment. After the first year of employment, an employee shall receive a clothing payment of Two Hundred Fifty Dollars (\$250.00) on the first pay day in July and the sum of Two Hundred Fifty Dollars (\$250.00) on the first pay day of January of each contract year which shall be used to purchase clothing or equipment as authorized by the department regulations. Purchase of fire arms will not be allowable against the credit. In addition, a cleaning allowance of Eighty-five Dollars (\$85.00) shall be paid to the employee on the first pay day of January of each contract year. A probationary employee will receive a prorated amount of the above sum based on the number of months left in the contract year after the employee completes one year of employment. An employee who terminates for any reason will reimburse the Employer for a prorated amount of the last Two Hundred Fifty Dollars (\$250.00) paid based on the number of days the employee worked prior to the employee's termination day.

Section C. An employee required to wear plain clothes will receive Five Hundred Dollars (\$500.00) each calendar year as allowance to purchase plain clothes and the required uniform clothing and equipment. Each employee, including an employee required to wear plain clothes, is required to possess and maintain a full set of both winter and summer dress uniforms and equipment, as required by department policy.

Section D. An employee shall be responsible for properly caring for said required uniform clothing and equipment and, upon termination or direction by the Employer, shall return

to the Employer uniforms and equipment issued to the employee by the Employer. Plain clothes purchased as authorized under this Article need not be returned.

Section E. Each employee shall receive replacement for those items of clothing and equipment that the Employer requires the employee to wear or carry if the same has been destroyed through performance of duty. The term destroyed shall include damaged to the extent that wearing of such an item would not comply with the uniform requirements of the Employer.

Section F. A watch, required to be carried on duty, shall be replaced or repaired at a reasonable price not to exceed Fifty Dollars (\$50.00) in the event of destruction or damage through performance of duty. Glasses required to be worn on duty shall be replaced or repaired at a reasonable price as determined by reasonable market value in the event of destruction or damage through performance on duty.

ARTICLE 18

INSURANCE

A. Medical Insurance.

Section 1. The Employer shall maintain for each employee a health and accident insurance policy or program comparable to the policy or program in existence. The health and accident insurance policy presently in existence provides that the deductible amount is \$300/600, the maximum out-of-pocket expense is \$600/1300, and the coinsurance payments are 80%-20% or 70%-30%, depending on whether the provider is a member of Alliance Select Group. This coverage will include a physical in accordance with the terms of the policy. Prior to any change in the policy, the Employer agrees to meet and confer with the Union. The final decision shall be made at the sole discretion of the Employer.

Section 2. The Employer will pay ninety-five percent (95%) of the premium for an employee's single coverage health insurance policy and the employee agrees to have five percent (5%) of the premium deducted from the employee's monthly wage. The employee shall pay any deductible cost or coinsurance cost as set out in the policy, up to the out-of-pocket maximum.

Section 3. An employee may elect to cover the employee's dependents. The Employer shall pay ninety-five percent (95%) of the dependent coverage monthly premium, and the employee agrees to have the remaining five percent (5%) deducted from the employee's monthly wages. The employee shall pay any deductible cost or coinsurance cost as set out in the policy, up to the out-of-pocket maximum.

Section 4. Coverage of an employee and dependents, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section 5 A retired employee up to age 65 shall be eligible to participate in the health and accident insurance plan in effect for employees. This provision is effective for employees retiring after July 1, 1977. All insurance premium costs will be paid by the retired employee.

B. Dental Insurance.

Section 1. The Employer shall, at no cost to the employee, maintain for each employee a dental insurance policy comparable to the policy currently in existence. Prior to any change in the policy, the Employer agrees to meet and confer with the Union. The final decision shall be made at the sole discretion of the Employer. An employee may elect to cover the employee's dependents at the employee's cost which shall be deducted from the employee's wage.

C. Life Insurance.

Section 1. The Employer shall provide, at no cost to the employee, the current life insurance plan insuring the life of said employee in the amount of Twenty Thousand Dollars (\$20,000.00), and providing such other benefits as are set out in the plan. The City will provide a written reminder to all employees annually to check the beneficiary designation.

Section 2. An employee may elect to cover the employee's dependents to the extent permitted by the plan, the cost of which coverage shall be deducted from the employee's wage.

D. Insurance Committee.

The Employer has established an Insurance Committee comprised of employees, supervisors and administrative personnel of the City for the purpose of reviewing all aspects of the medical insurance, dental insurance and life insurance plans of the Employer. The Committee's goal is to investigate methods and means of reducing the current costs of medical insurance to the Employer. One member of the bargaining unit may be appointed to this Committee by the Union. The authority of the Committee is limited to developing suggestions for steps to be taken to control the cost of the insurance plans. No recommendation or suggestion of the Committee, nor the failure to make recommendations or suggestions shall be a grievable matter.

ARTICLE 19

GRIEVANCE PROCEDURE

Section A. The word "Grievance" wherever used in this Agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the expressed terms and provisions of this Agreement.

Section B. A grievance shall be adjusted in the following manner:

Step 1. An employee or the Union who claims a grievance shall present such grievance orally, to the employee's immediate supervisor, within five (5) working days after knowledge of the event giving rise to the grievance. The supervisor shall give an oral answer to the grievance within five (5) working days after the supervisor receives the oral grievance.

Step 2. If the grievance is not settled in Step 1 it may be appealed by the employee or the Union within five (5) working days after the answer of the supervisor is due. The grievance shall be reduced to writing, signed by the aggrieved employee and the representative of the Union, and shall specifically state the facts and the section of this agreement which is in dispute. The written grievance shall be presented to the Division Commander who shall answer the grievance in writing within five (5) working days after receiving the written grievance.

Step 3. If the grievance is not settled in Step 2 it may be appealed by the employee or the Union within five (5) working days after the answer of the Division Commander is due. The written grievance shall be presented to the Chief who shall investigate the grievance and issue a written decision thereon within five (5) working days after receiving the grievance.

Step 4. If the grievance is not settled in Step 3 it may be appealed by the employee or the Union within five (5) working days after the answer of the Chief is due. The written grievance shall be presented to the City Administrator who shall investigate the grievance and issue a written decision thereon within five (5) working days after receiving the grievance.

Step 5. If the grievance is not settled in Step 4 it may be appealed by the Union by giving written notice of a request for arbitration to the City Administrator within five (5) working days after the City Administrator's answer is due. The written notice shall be signed by a representative of the Union and shall specifically state the facts and the section of the Agreement which is in dispute.

Section C. The failure by an employee, the Union, or its representative to process a grievance within the applicable time specified above shall bar an employee, the Union or its representatives from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer, or the Employer's representative, to answer the grievance within the applicable time specified above shall be deemed a denial of the grievance which then may be appealed to the next step.

Section D. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within five (5) working days of the Employer's receipt of the arbitration notice, the Union shall request the Public Employment Relations Board to submit a panel of five (5) arbitrators. When such panel is received, the Employer and the Union shall alternately strike a

name from the list, the party making the initial strike to be determined by the flip of a coin, and the person finally remaining shall act as arbitrator.

Section E. The arbitrator shall convene a hearing for the purpose of receiving evidence pursuant to such rules and procedures as the arbitrator may adopt. The arbitrator shall neither add to nor detract from nor modify the language of this agreement in arriving at a determination of any issue that is presented and that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates or salaries. The arbitrator shall be expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted, or to submit observations or declarations of opinion, which are not directly essential in reaching the determination of the issues submitted for the arbitrator's decision. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the employer in any matter reserved to the employer by law or by the terms of this agreement.

Section F. The arbitrator shall issue a decision in writing within thirty (30) days after the conclusion of the hearing and a decision of the arbitrator, within the scope of the arbitrator's authority, shall be final and binding upon the Employer, the employee, and the Union. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive more than twenty-four (24) days beyond the date on which the dispute was first presented as a grievance in writing. The arbitrator may not hear more than one (1) grievance unless the presentation of more than one (1) grievance is mutually agreed to by the Employer and the employee or the Union.

Section G. No issue whatsoever shall be subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this

Agreement, and the arbitration decision shall not grant any right or relief for any period of time whatsoever prior to the execution date of this Agreement or following the termination of this Agreement.

Section H. The arbitrator shall not have the power or the authority to accept or to decide any grievance which involves a matter which is within the jurisdiction of the Civil Service Commission (Chapter 400, The Code).

Section I. The Employer and the Union will share equally any joint costs of the arbitration procedure, including fees and expenses of the arbitrator, the costs of the Court reporter, if one is desired by the arbitrator, and the costs of a hearing room and transcript. Any other expense shall be paid by the party incurring the expense.

Section J. Any resolution of a grievance without Union representation shall not be in conflict with this Agreement unless approved by the Union in writing. A copy of any grievance resolution shall be provided to the Union.

ARTICLE 20

SUPPLEMENTAL PAY

A. Shift Differential.

Section 1. An employee who is regularly assigned to work the second or third shift shall be paid shift differential for each hour of actual work performed during the following hours, as follows:

2nd Shift 3:00 p.m. to 10:00 p.m. - twenty cents (\$.20) per hour;
10:00 p.m. to 1:00 a.m. – thirty cents (\$.30) per hour

3rd Shift 10:00 p.m. to 7:00 a.m. - thirty cents (\$.30) per hour;
9:00 p.m. to 10:00 p.m. – thirty cents (\$.30) per hour

ARTICLE 21

PART-TIME EMPLOYEES

Section A. The Employer and the Union agree to cover under the contract those year-around part-time employees who work a minimum of twenty (20) hours but less than forty (40) hours per week. An employee who works less than twenty (20) hours a week receives no benefits under the contract.

Section B.

1. The provisions of the contract which will apply to part-time employees in accordance with Section A above is limited to the following: wages, call-back pay, court time, overtime, stand-by, holidays, vacation, uniforms, grievance/arbitration procedures, and longevity. Call-back pay does not apply to part-time employees unless the employee is called back to work after the employee has actually worked more than forty (40) hours in the work week. Court time pay as defined in Article 12, Section C, will apply only to the Two (2) hour minimum. The Two (2) hour minimum will be paid unless the Court appearance and the beginning or end of a part-time employee's scheduled work hours overlap, in which case only time actually worked will be paid. No Court time overtime is paid unless the part-time employee has worked more than Forty (40) hours in the work week. If the part-time employee has not previously been notified of a Court cancellation, the employee shall call into the employee's voice mail at the police department Forty-Five (45) minutes before the time of the scheduled hearing to see if it has been cancelled.

2. Wages shall be paid in accordance with the Appendix A and Appendix B. If an employee is in Step 1, the wage increase will be advanced after the employee has performed satisfactorily for 1040 hours: an employee in Step 2, will advance to Step 3 after the employee has performed satisfactorily for 4160 hours.
3. Part-time employees will receive a pro-rata share of holidays and vacation according to the following schedule:

20-25 hour employee	1/2 benefits
26-39 hour employee	3/4 benefits
4. A part-time employee may elect to obtain insurance coverage for the employee and dependents of the employee at the employee's cost which shall be deducted from the employee's wages.

ARTICLE 22

COMPENSATION

Section A. The regular rates of pay for each classification of employees is set out in one or more Appendices attached hereto and by this reference made a part hereof.

Section B. Any employee whose pay is in dispute, or the employees representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at a reasonable time.

ARTICLE 23

GENERAL CONDITIONS

Section A. This Agreement shall be construed under the laws of the State of Iowa.

Section B. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section C. In the event any provision of the Agreement is held invalid by a court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section D. The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

Section E. The Employer shall post a copy of this Agreement in an appropriate place in the Police Department.

Section F. There shall be no separate agreement made with the Employer by an employee or group of employees outside the terms of this Agreement, unless approved by a Union representative.

Section G. There shall be established a Labor Management Committee to function during the term of this Agreement to consider current problems in the administration of this Agreement and safety matters. The Committee shall consist of three (3) members of the bargaining unit appointed by the Union, three (3) persons appointed by the City Administrator and the Human Resources Coordinator, who shall serve as the Chair. The Committee shall meet once each calendar quarter on the call of the Chair. Any two (2) members of the Committee may request an additional meeting to discuss a specific issue by notifying the Chair of their request. The Chair shall review the specific issue and shall determine whether to call a special meeting.

The Committee's authority shall be limited to developing suggestions and recommendations for implementing the administration of the Agreement. The Committee shall have no authority to bargain on any issue, to amend or modify the Agreement, or to hear or determine any grievance. No recommendation or suggestion of the Committee, nor the failure to recommend or make a suggestion, shall be a grievable matter.

ARTICLE 24

EFFECTIVE PERIOD

Section A. This Agreement shall be effective July 1, 2009, and shall continue through June 30, 2010.

Section B. The terms and conditions of this Agreement shall cease on June 30, 2010, unless one or both of the parties shall cause a written notice to be served on the other party by September 15, 2009, specifying whether modification is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates shown.

Dated this 4 day of November, 2008

Dated this 4 day of November, 2008

CHAUFFEURS, TEAMSTERS
AND HELPERS LOCAL UNION
NO. 238, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

CITY OF MUSCATINE, IOWA

By Gary Canham
Secretary/Treasurer
By Andrea Wilson
Business Representative

By Richard W. Brown
Mayor
By [Signature]
City Clerk

APPENDIX A
WAGE SCHEDULE
EFFECTIVE July 1, 2009

	<u>Step 1 (Beginning)</u>	<u>Step 2 (1 Year)</u>	<u>Step 3 (2 Years)</u>	<u>Step 4 (3 Years)</u>	<u>Step 5 (5 Years)</u>	<u>Step 6 (8 Years)</u>
Corporal	\$36,774.40	\$39,603.20	\$45,531.20	\$47,299.20	\$49,046.40	\$51,646.40
(Divided by 26)	1,414.40	1,523.20	1,751.20	1,819.20	1,886.40	1,986.40
(Divided by 2080)	17.68	19.04	21.89	22.74	23.58	24.83

	<u>Step 1 (Beginning)</u>	<u>Step 2 (1 Year)</u>	<u>Step 3 (2 Years)</u>	<u>Step 4 (3 Years)</u>	<u>Step 5 (5 Years)</u>	<u>Step 6 (8 Years)</u>
Police Officer	\$36,129.60	\$37,606.40	\$43,513.60	\$45,260.80	\$47,070.40	\$49,691.20
(Divided by 26)	1,389.60	1,446.40	1,673.60	1,740.80	1,810.40	1,911.20
(Divided by 2080)	17.37	18.08	20.92	21.76	22.63	23.89