

AGREEMENT
BETWEEN
THE CITY OF JOHNSTON
and
POLICE OFFICERS
TEAMSTERS LOCAL UNION NO. 238,
AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 2008 through June 30, 2011

ARTICLE 1
RECOGNITION

The City of Johnston, Iowa (hereinafter referred to as the Employer) hereby recognizes the Teamsters Local Union No. 238, affiliated with the International Brotherhood of Teamsters (hereinafter called the Union) as the exclusive bargaining representative for all regular full-time and regular part-time police officers within the Police Department of the City of Johnston, Iowa, as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 361, dated June 20, 1988, which excludes Mayor, City Administrator, Police Chief, part-time Secretary/Dispatchers, and Reserve Officers acting under Chapter 80D of the CODE OF IOWA. This recognition is with respect to the negotiable items set forth under Section 9, Scope of negotiations, Iowa Public Employment Relations Act and as otherwise provided by law. Nothing in this agreement shall be deemed as a guarantee of, or obligation to continue operations or any portion thereof, or as a guarantee or continued expectation of employment to any employee.

ARTICLE 2
MANAGEMENT RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and right, including but not limited to: plan, direct, and control the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions with the bargaining unit; discipline, suspend, or discharge employees for just cause; develop and enforce rules for employee discipline; maintain the efficiency of governmental operation; establish new jobs or classifications; abolish or change existing job classifications, and operation; schedule work hours, including overtime work; determine employee qualifications; schedule vacations, relieve employees from duties because of lack of work, or for other legitimate reasons; determine what work or services shall be purchased or performed by the unit employee; change eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments, and personnel by which the Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Employer; initiate, prepare, certify, and administer its budget; and exercise all other powers and duties the Employer had prior to the execution of this Agreement.

ARTICLE 3
UNION REPRESENTATION

The Union may designate as many stewards as it desires to represent its members in accepting and processing grievances. The Union shall, in writing, inform the Employer who the stewards will be. Not more than one steward shall present any grievance to the Employer. Investigation and presentation of a grievance shall be at the sole expense of the Union and the Employer shall not be obligated to pay the steward any wages or expenses while performing his or her Union duties. The steward may, during his or her shift, briefly discuss the basis of a grievance with the employee. If permitted by the Chief of Police or City Administrator, the steward may present the grievance during his or her shift.

ARTICLE 4

PROBATIONARY PERIOD

All new employees within the bargaining unit shall serve a six (6) month probationary period which shall consist of 180 consecutive days of employment, unbroken by leaves of absence or injury or sick leave in excess of three consecutive days. Probationary employees shall have no job security and may be disciplined or discharged during the probationary period which shall not be subject to the grievance procedure. Either the Chief of Police or City Administrator may extend the probationary period for up to an additional 180 consecutive days if they feel it is necessary. If the employer establishes a classification (s) for Police Officers in addition to Police Officer that would be within the bargaining unit as provided for in Chapter 20, Code of Iowa, the probationary period shall be six (6) months for police officers promoted, transferred to, or placed in that classification. If the officer is demoted, removed, or transferred from that classification within the six (6) months, he or she shall not be subject to the Grievance Procedure and the officer shall be returned to the classification from which he or she was originally promoted, transferred, or placed.

ARTICLE 5 REDUCTION IN WORK FORCE

Whenever it becomes necessary for police officers to be laid off because of lack of work, lack of funds or reorganization, the officer with the least amount of continuous unbroken service as a full-time employee of the police department, shall be laid-off first and if subsequent lay-offs are made, this order shall be followed. If the work force in the police department is later increased or an existing position is to be filled, the position shall be, first, offered to a laid-off employee in that same classification in reverse order. The employee shall be notified, in writing, by ordinary mail, of the opening. If the laid-off employee desires this position, he shall notify the Employer, in writing, within seven (7) days. It shall be the obligation of a laid-off employee to notify the City of his or her current address and to maintain the qualifications necessary for the position. This right of recall shall be effective for two (2) years. The union shall review and agree to the date each member of the bargaining unit was initially employed and the amount of continuous service. The same procedures shall be followed for other employees within the bargaining unit. There will be no reduction of the full-time work force until all officers in all classifications outside of full-time are laid off.

ARTICLE 6 GRIEVANCE PROCEDURE

A grievance is defined as an employee's claim against the Employer for an alleged violation in the application of specific provisions of this Agreement. Working days as used in this Article shall mean the days worked by the employee filing the grievance. In presenting a grievance, the following procedure shall be utilized:

Step 1. An employee, with or without the Union steward, shall discuss an alleged grievance orally with the Chief of Police or, in his or her absence, the Chief's designee within five (5) working days following its occurrence in an effort to resolve the problem in an informal manner. The Chief of Police shall respond to the grievance within five (5) working days.

Step 2. If the answer is not satisfactory, the matter shall then be presented, in writing, stating

the specific provisions of the agreement allegedly violated, by the Union steward, to the City Administrator within five (5) working days after the response of the Chief of Police. The City Administrator shall respond to the Union steward, in writing, within five (5) working days.

Step 3. If the grievance is not thus resolved, it may be submitted to arbitration within five (5) working days after the decision in Step 2 or if no decision has been timely made, the grievance may, with the approval of the Union, be submitted to arbitration by submitting written notice to the City Administrator. This notice shall specify the sections of the agreement and the remedy sought. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of arbitrators and, by alternately striking names, an arbitrator will be selected whose decision shall be final and binding upon the parties. The parties shall determine who exercises the first strip by a flip of the coin. The arbitrator shall not have any power to add, to subtract from, or modify the terms of this Agreement, nor to make any decision in conflict with the laws of the State of Iowa or the Ordinances of the City of Johnston, Iowa. The arbitrator's fee and expenses shall be equally shared by the City and the Union. However, each party shall be responsible for compensating their own representatives and witnesses, as well as paying for necessary transcripts of the proceeding, if desired. The failure of the employee or Union to properly present the grievance within the specified time limit shall render the matter resolved and not subject to further appeals through the grievance procedure. Failure of the City representative to respond within the specified time limit shall render the matter subject to immediate appeal to the next step in the procedure. Any time limit contained in this Article may be extended by mutual agreement.

ARTICLE 7 HOURS OF WORK AND OVERTIME

1. The Employer shall establish and post the hours of work within groups and shifts as determined by it to best provide the service to be rendered and to accommodate the public being served. Except in emergency situations, as determined by the Chief of Police, five (5) calendar days notice will be given to affected employees of a change in the schedule of hours to be worked.
2. The work week, for pay purpose, commences Sunday and ends Saturday.
3. Nothing herein shall be construed as a guarantee of the number of hours of work per day per week or of the number of days of work per week.
4. Nothing herein shall be construed as a limitation on the Employer's right to require overtime work as conditions require.
5. Overtime is all time scheduled and worked in units of one quarter hour or more, which is in excess of eight and one-half (8.5) hours in any workday or time worked on an Officer's off duty day. Overtime will be paid for at the rate of one and one half

times the officer's regular pay.

6. Overtime will be paid when a police officer is called out to work other than a normal shift, with a minimum of two (2) hours pay per occurrence.
7. All paid time such as vacation, holidays, etc., will count as time worked when computing overtime.
8. A normal police officer shift shall consist of eight and one-half (8.5) hours duration and will include a 30-minute paid lunch break.
9. The School Resource Officer (SRO) will receive compensatory time for overtime worked in quarter ($\frac{1}{4}$) hour increments at a rate of one and one half ($1\frac{1}{2}$) times the actual overtime worked. This time will be accrued as PTO. At the discretion of the Chief of Police, overtime may be compensated in accordance with this section of the agreement. The SRO's PTO balance shall not exceed 380 hours as of July 31st of each year.

Leave time in excess of five (5) days must be taken during school vacation or holiday breaks. Leave not in excess of five (5) days may be taken during the school year only with the approval of the SRO supervisor and with notification to appropriate Johnston Community School District official(s).

ARTICLE 8 PAID TIME OFF (PTO)

This policy applies to all regular full-time employees of the bargaining unit. Whenever provisions of this policy are in conflict with federal or state laws or regulations, the provisions of the laws or regulations shall prevail.

PTO is intended to be used for a variety of traditional types of time away from work including vacation, illness, personal business, medical appointments, family time, personal holidays, and personal voluntary community service.

PTO shall be accrued on a bi-weekly basis during the fiscal year, July 1 through June 30 and may be taken in $\frac{1}{4}$ hour increments. PTO increases with years of service in accordance with the following schedule and is allocated accordingly on a bi-weekly basis. The maximum PTO accrual is 380 hours for full-time employees, 285 hours for part-time employees working 30-39 hours/week and 190 hours for part-time employees working 20-29 hours/week.

0 - 5 Years of Employment:	6.73 hours bi-weekly
5 - 10 Years of Employment:	8.37 hours bi-weekly
10 - 15 Years of Employment:	10 hours bi-weekly

15 + Years of Employment:

11.64 hours bi-weekly

During an eligible employee's initial probationary period or the first 6 mos. of employment, whichever is shorter, the employee shall accrue PTO but shall not be eligible to use it or receive reimbursement for accrued PTO upon termination of employment. PTO accrual shall begin in the first full pay period following the employee's date of employment.

An employee in unpaid leave status shall not accrue PTO.

Changes in the bi-weekly PTO accrual rate shall become effective at the beginning of the pay period in which the anniversary date of the qualified employee occurs.

Requests for annual PTO shall be submitted to the Chief of Police by the 31st day of January of each calendar year for that calendar year. The most senior officer shall have first choice of PTO then the next senior officer, etc. with the least senior officer having last choice of PTO. If for any unforeseen reason an employee needs to change their scheduled PTO, that employee may submit a request to the Chief of Police for consideration.

When absences due to illness are necessary, the employee shall notify the Chief of Police or immediate supervisor in accordance with department rules and regulations. Failure to do so without a bona fide reason may result in the employee being considered absent without leave and subject to disciplinary action. The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence.

Upon resignation or termination, an employee shall be paid all unused PTO up to the maximum accrual amount as set forth above.

Vacation Leave Conversion

Employees employed by the City prior to the beginning of the 2008-2009 fiscal year shall have the balance of his/her accrued vacation leave converted to PTO up to the maximum accrual amount.

Medical Leave Bank

Employees employed by the City prior to the beginning of the 2008-2009 fiscal year shall have his/her sick leave bank frozen and converted to a Medical Leave Bank. An employee granted time off work must use any available PTO leave during the absence unless the reason for the employee's absence is due to the employee's illness, injury, disability or hospitalization which exceeds three continuous workdays. Medical leave shall be used for employee absences related to the employee's illness, injury, disability or hospitalization that exceed three continuous workdays. If the medical leave bank is exhausted, the employee must then use any remaining accrued PTO leave. Use of PTO and medical leave will run concurrently with an approved FMLA.

Exceptions to the medical leave bank policy shall be approved by the City Administrator.

The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of medical leave may result in loss of pay for the duration of the absence and may be considered grounds for disciplinary action.

Annual PTO Conversion

Employees employed by the City on December 31st of each year and whom have successfully completed the established probationary period may be allowed to convert up to one work week of PTO hours to their Medical Leave Bank. An employee shall submit a written request for the PTO conversion to the Assistant City Administrator/City Clerk prior to January 31st of the following year.

Use of Medical Leave Bank and Family and Medical Leave Act (FMLA)

Employees may use accrued medical leave for an approved FMLA qualifying event pursuant to the following conditions:

- *Employee is unable to work because of a serious health condition* – an employee may use accrued medical leave if employee is absent from work for more than three consecutive work days. Once accrued medical leave is exhausted the employee's PTO will be used until the balance is exhausted. An employee may maintain a PTO balance of 42.5 hours (equal to one work week).
- *For the birth and care of the newborn child of the employee* – an employee must use all accrued PTO. Accrued medical leave may be used once an employee's PTO balance is exhausted with the exception that an employee may retain a PTO balance of 42.5 hours (equal to one work week) prior to utilizing accrued medical leave.
- *For placement with the employee of a son or daughter for adoption or foster care* - an employee must use all accrued PTO. Accrued medical leave may be used once an employee's PTO balance is exhausted. An employee may maintain a PTO balance of 42.5 hours (equal to one work week) prior to utilizing accrued medical leave.
- *To care for an immediate family member (spouse, child, or parent) with a serious health condition* - an employee must use all accrued PTO. Accrued medical leave may be used once an employee's PTO balance is exhausted. An employee may maintain a PTO balance of 42.5 hours (equal to one work week) prior to utilizing accrued medical leave.

ARTICLE 9
HOLIDAYS

Regular full-time and part-time employees, except seasonal, and temporary employees, are eligible for the following holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving
- The day before Christmas or the day after Christmas, as determined by the City Administrator
- Christmas Day

Employees not working a holiday will receive eight (8.5) hours of pay as holiday pay.

Any employee working July 4th, Thanksgiving Day, or Christmas Day will receive two (2) times their normal hourly rate for all hours worked; and any employee working any one of the other designated holidays will receive one and one-half (1½) times their normal hourly rate for all hours worked. Employees working any holiday will receive 8.5 hours of PTO in lieu of the holiday pay.

ARTICLE 10
PERSONNEL POLICIES

All other personnel policies of the City, except as expressly modified in this Agreement, shall be applicable to all employees of the bargaining unit.

ARTICLE 11
COURT APPEARANCES

All employees who are called to court outside of their normal work schedule shall receive a minimum of two (2) hours pay at one and one-half (1½) times their normal rate of pay.

ARTICLE 12
UNIFORM, CLOTHING, AND WEAPON ALLOWANCE

Upon initial employment, the Employer shall provide to each officer necessary uniform items as determined by the Chief of Police. Under extenuating circumstances, the Employer will provide replacement items as needed as determined by the Chief of Police. Additionally, the Employer will pay \$550 per fiscal year to each covered employee for work related footwear, uniform cleaning, and work related clothing. The Employer will pay the \$550 per fiscal year on the first regular payroll after July 1st of each year to those employees who have completed their probationary period.

The Employer shall provide each employee hired after July 1, 2005 with body armor upon their employment. The Chief of Police shall determine the model and manufacturer. Employees hired after July 1, 2005 shall be responsible for reimbursing the Employer for the cost of the body armor upon separation from the Johnston Police Department based on the following prorated schedule:

Separation from employment within 12 months of date of purchase:	100% of cost
Separation from employment within 24 months of date of purchase:	50% of cost
Separation from employment after 24 months of date of purchase:	no cost

Police Officers may request reimbursement for personal equipment and clothing damaged or lost in the performance of their assigned duties, up to \$300 maximum per event provided that such personal equipment is usual and customary for the duties assigned. No requested reimbursement for damage or loss will be honored when the damage or loss is due to employee negligence. The employee shall submit the request to the Chief of Police. The Chief of Police shall investigate the request and shall forward the request with his recommendation to the City Administrator who shall approve or disapprove the request for reimbursement. The decision of the City Administrator is subject to the grievance procedure at Step 2.

City of Johnston police officers will be required to purchase a Police Uniformed Duty Sidearm. The Police Chief will determine the make, model and caliber of the weapon. Upon presentation of a receipt giving evidence of purchase of the prescribed weapon, an officer will be reimbursed in an amount not to exceed \$450. The amount of reimbursement is based on the price of the weapon purchased or \$450, whichever is less, pro-rata over a thirty-six (36) month amortization schedule. Upon separation from the Johnston Police Department by any officer, the City will deduct from the officer's final payroll check the difference between the price of the weapon purchased or \$450, whichever is less, and the number of months worked at the pro-rata amount determined by the thirty-six (36) month amortization schedule, not to exceed twelve dollars and fifty cents (\$12.50) per month worked. For the purpose of this contract, the first day of any calendar month shall be considered a full month. In any event, an officer will retain possession of his or her weapon.

ARTICLE 13
VISION REIMBURSEMENT

The employer agrees to reimburse any employee, up to a maximum of three hundred dollars (\$300), and with at least one (1) year of service, the cost of an eye examination and eyewear each year.

The employee will present to the City receipt for and verification of the need for corrective lenses.

ARTICLE 14
WAGES

For the purposes of this contract wages will consist of a 4% across-the-board increase each year. The Employer shall have the ability to start an officer on Step 1 through 3 of the pay range based upon his/her experience.

Step Increases - following appointment each employee shall be eligible for an additional step increase each year upon the anniversary date of their appointment for satisfactory performance. The pay increase will become effective in the pay period within which the anniversary date falls. This process will continue each year until the employee reaches the top step. The determination of whether or not an employee performs satisfactorily will be at the sole discretion of the Employer but the Employers decision may be appealed through the grievance process.

June 22, 2008

Step	Hourly Wage
1	\$21.09
2	\$22.13
3	\$23.18
4	\$24.19
5	\$25.21

June 21, 2009

Step	Hourly Wage
1	\$21.93
2	\$23.02
3	\$24.11
4	\$25.16
5	\$26.22

June 20, 2010

Step	Hourly Wage
1	\$22.81
2	\$23.94
3	\$25.07
4	\$26.17
5	\$27.27

Standby Pay – Detectives shall receive one (1) hour of straight time pay when designated to be in a standby status on their regularly scheduled day(s) off by the Chief of Police or his/her designee.

ARTICLE 15
MEMBERSHIP AND CHECK-OFF

DUES

Upon written authorization from any employee, union dues, which may include initiation fees, shall be deducted from wages and forwarded to the union in the employee's behalf. No authorization shall be allowed for payment of assessments or fines. The procedure followed in authorizing deduction shall be for each employee to execute a written assignment on the form furnished by the City. Dues shall be deducted in accordance with payroll periods.

Payroll deductions shall be revocable at any time by the employee notifying the City and the Union in writing. Cancellation shall be effective thirty (30) days after receipt of revocation notice.

In the event the Union votes to change the dues formula, the Union shall notify the City at least thirty (30) days prior to the effective date of increase and new authorization forms for each employee must be filed. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought, issued or asserted against the City as a result of any action taken or not taken by the City under the provisions of this Article. If respective earnings are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all legal and required deductions have priority over Union dues.

ARTICLE 16
MOONLIGHTING

A police officer shall not be employed as a police officer or in a law enforcement capacity by any other person, firm, corporation, or entity without the written approval of the Chief of Police. Any other employment of a police officer shall not interfere with, hinder, or impede the police officer's duties with and for the City.

ARTICLE 17
RETIREMENT

A police officer shall retire, as provided for in the Iowa Public Employees' Retirement Act, on or before he or she reaches sixty-five (65) years of age.

ARTICLE 18
INSURANCE

The Employer shall provide health insurance benefits for all full-time City of Johnston employees. The Employer shall pay the premium costs for single coverage for each covered Employee. The Employee shall pay 10% of the premium expense of a family/dependent health insurance plan. The Employee contribution shall be capped as follows: \$50 per month for fiscal year 2008-09; \$60 per month for fiscal year 2009-2010; and \$70 per month for fiscal year 2010-2011.

The Employer will provide dental insurance benefits for all full-time City of Johnston employees. The Employer shall pay the premium costs for single coverage for each covered. The Employee

shall pay 100% of the premium cost difference between a single dental insurance plan and a family dental insurance plan.

Health and dental insurance coverage will become effective the first of the month following the Employee's date of hire.

ARTICLE 19
LONGEVITY

Longevity will be added to the hourly straight time rate on the first pay period following:

<u>After completion of</u>	<u>Per Hour Pay</u>
5 years of service	\$.15
10 years of service	\$.20
15 years of service	\$.25
20 years of service	\$.30
25 years of service	\$.35
30 years of service	\$.40

ARTICLE 20
AMERICANS WITH DISABILITIES ACT

The parties agree to comply with the Americans with Disabilities Act. The parties acknowledge the fact that modifications of this agreement may be necessary in order to comply with the Act. Prior to any changes being made, the parties shall meet to negotiate any modifications.

ARTICLE 21
DURATION OF AGREEMENT

This Agreement shall be in effect for a period of three (3) years commencing July 1, 2008 and ending June 30, 2011.

ARTICLE 22
SAVINGS CLAUSE

If any Article or section of this Agreement shall be held invalid by operation of law, or by any tribunal of confident jurisdiction, compliance with or enforcement of any Article or section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

CITY OF JOHNSTON,
JOHNSTON, IOWA

WAREHOUSEMEN, INSIDE WORKERS,
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, TEAMSTER LOCAL
UNION N NO. 238, AFFILIATED
WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

By _____
James P. Sanders
City Administrator

By _____

(Title)

This Agreement was duly ratified by approval of the Johnston City Council on the _____ day
of _____, 2008.

Paula S. Dierenfeld, Mayor

ATTEST:

Stephanie L. Reynolds, City Clerk