

AGREEMENT
BETWEEN THE
CITY OF URBANDALE, IOWA
AND THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION 238

July 1, 2018

to

June 30, 2021

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
ARTICLE 4 - UNION REPRESENTATION	2
ARTICLE 5 - HOURS OF WORK AND OVERTIME	2
HOURS	2
OVERTIME	3
COMPENSATORY TIME	4
COURT TIME, CALL BACK, CALL IN	4
ARTICLE 6 - SETTLEMENT OF DISPUTES	4
STEP 1	4
STEP 2	5
STEP 3	5
STEP 4	5
STEP 5	5
ARTICLE 7 - VACATION	6
ACCRUAL	6
USAGE	6
ARTICLE 8 - LEAVES OF ABSENCE	7
SICK LEAVE	7
FUNERAL LEAVE	7
EMERGENCY LEAVE	8
EXTENSIONS	8
MILITARY LEAVE	8
JURY DUTY LEAVE	8
ARTICLE 9 - SENIORITY	8
ARTICLE 10 - HOLIDAYS	9
ARTICLE 11 - INSURANCE	9
MEDICAL	9
LIFE	10
DENTAL	10

VISION.....	10
EARLY RETIREMENT.....	10
FLEXIBLE SPENDING ACCOUNT	10
ARTICLE 12 - WORK RULES	11
ARTICLE 13 - HEALTH AND SAFETY MATTERS	11
ARTICLE 14 - NON-DISCRIMINATION	11
ARTICLE 15 - WAGES	11
WAGES	11
METHOD OF PAYMENT.....	11
STARTING SALARY	11
LONGEVITY	11
DEFERRED COMPENSATION.....	12
ARTICLE 16 - SUPPLEMENTAL PAY.....	12
SHIFT DIFFERENTIAL.....	12
CLOTHING ALLOWANCE.....	12
PROTECTIVE VESTS	12
EDUCATIONAL INCENTIVE PAY.....	13
ON-CALL PAY	14
FTO PAY	14
SENIOR POLICE OFFICER PAY	14
TEMPORARY UPGRADE	14
ARTICLE 17 - TRANSFER PROCEDURES.....	14
ARTICLE 18 - PERSONNEL FILES	15
ARTICLE 19 - DURATION OF AGREEMENT	15
ARTICLE 20 - SAVINGS	15
SIGNATURES.....	16
APPENDIX A - WAGES.....	17

AGREEMENT

This Agreement entered into by the City of Urbandale, Iowa, hereinafter referred to as the "Employer or City" and the International Brotherhood of Teamsters, Local Union 238, hereinafter referred to as the "Organization".

ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of the "Public Employment Relations Act" of the State of Iowa, hereinafter referred to as the "Act" and in recognition of the Public Employment Relations Board's certification of said "Teamsters Local 238", the employer does hereby recognize the Organization during the term of this agreement for all employees of the City included in the "Police Bargaining Unit" consisting of the following classifications: Police Officer.

ARTICLE 2 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which result in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the City and the Organization, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

Except as specifically modified in this Agreement, the City shall not be deemed to be limited in any way in the performance of the regular and customary functions of municipal managements, and hereby reserves and retains all such customary power, authority and prerogatives. It is expressly recognized, by way of illustration and not limitation that such customary powers and authority include but are not limited to:

- A. Direct the work of its public employees.
- B. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
- C. Suspend or discharge public employees for proper cause.
- D. Maintain the efficiency of governmental operations.
- E. Relieve public employees from duties because of lack of work or for other legitimate reasons.
- F. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.
- G. Take such actions as may be necessary to carry out the mission of the public employer.
- H. Initiate, prepare, certify and administer the budget.
- I. Exercise all powers and duties granted to the public employer by law.

The provisions of this Article are not subject to the Grievance Procedure contained in this Agreement.

ARTICLE 4 - UNION REPRESENTATION

The Organization may appoint a bargaining committee to represent the bargaining unit in all negotiations and/or discussions with appropriate employer representatives. The names of such committee members and alternates shall be transmitted in writing to the Police Chief. Committee members may not act in that capacity until this notification has been completed. Accordingly, all changes in designated representatives must be reported promptly.

Committee members may receive, investigate and process complaints or grievances of employees. Normally, Organization business will not be conducted on City time, however, when the nature of the grievance requires immediate action, i.e. irreparable harm to an employee, a committee person may be permitted to leave the regular work area upon request to his/her supervisor and with the approval of the supervisor. Such employees will suffer no loss of their regular pay for the normal work shift when properly excused by their supervisor. However, such time spent investigating and processing grievances shall be reasonable and commensurate with the circumstances concerning the matter at issue. Normally such time will not exceed one-half (1/2) hour at any step of the grievance procedure and will require the attention of only one (1) committee member.

Whenever a committee person enters a work area for the purpose of investigating a complaint or grievance, the supervisor of that area must be so notified and informed of the nature of the problem. Any such investigations shall be accomplished in such a manner as to avoid interference with the Department operations and the performance of any employee's job duties. The Organization agrees that there shall be no solicitation for membership, collection of union fees, fines or assessments, meetings or other union activities on City time.

The Organization will take all reasonable measures to assure that such representatives are knowledgeable of their respective responsibilities.

Employees shall be allowed to review any complaints filed against them prior to submitting to any investigative interview. Employees shall be entitled to Union representation during any investigation, debriefing or interview resulting from a formal complaint which would likely result in any type of formal or informal disciplinary action. The City shall notify the employee(s) of the results of the complaint or investigation.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

HOURS

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.

Patrol officers will work a schedule which provides for rotating days off with the inclusion of weekends if the patrol schedule is working twelve (12) hour shifts (Panama schedule).

2. Nothing herein shall be construed as a guarantee of the number of hours or work per day or week, or the number of days per week.
3. A normal watch shall consist of nine (9) hours duration and will be scheduled as follows: Fifteen (15) minutes for roll call and eight and three quarters (8 $\frac{3}{4}$) hours regular duty.

EXAMPLE: Regular Watch – Roll call at 14:30, regular duty tour begins at 15:00, report completion and end of watch at 23:30.
4. The nine (9) hour regular duty watch shall include two (2) fifteen (15) minute coffee breaks and one (1) thirty (30) minute paid lunch break.
5. The work week commences Sunday and ends Saturday.
6. During changes in the clock related to Daylight Saving Time, employees will be paid for all hours actually worked. If, due to a change in the clock related to Daylight Saving Time, employees work fewer hours than their normal schedule, they may elect to supplement their pay for that day by using vacation or compensatory time.

OVERTIME

1. Overtime is all time ordered and worked in units of one-quarter hour or more which is in excess of the regularly scheduled daily hours of work for an employee. It is the policy of the City that overtime whether compensated for by cash payment or time off be held to a minimum consistent with efficient operations and the provision of essential services to the public. Employees shall be compensated at the discretion of the Police Chief either by compensatory time at time and one-half (1 $\frac{1}{2}$) or by cash payment at the rate of time and one-half (1 $\frac{1}{2}$) for work performed outside of their regular work schedule. Employees shall be allowed to request compensatory time off or cash payment for overtime on their time cards.

Whenever possible, work assignments should be made in such a way as to avoid accumulation of overtime.

2. Nothing herein shall be construed as a limitation on the Employer's right to require overtime work as conditions require.
3. Overtime will not be used as a disciplinary tool, either to punish or reward employees.
4. All paid leave shall count as time worked for purposes of computing overtime.
5. An unscheduled absence is an absence created after the schedule has been posted. When filing an unscheduled absence on a shift, other than a twelve hour shift, the Employer agrees to use a holdover and call in method to fill the absence. This will be done by first asking for volunteers by seniority, and if no

employee does volunteer, then by assigning the least senior employee on the shifts to immediately preceding and following the shift experiencing the unscheduled absence.

COMPENSATORY TIME

Employees may accumulate and carryover, from year to year, up to one hundred twenty (120) hours of compensatory time.

The Employer agrees to grant compensatory time off for employees making a request, and, where paid overtime is not an option for the Employer (due to budget constraints), the employee will receive compensatory time off for overtime work performed in replacement of another employee taking time off, with the following conditions:

1. The request for time off is made with a minimum of 24 hour notice.
2. The shift requested to be taken off must be staffed by at least a minimum staffing requirement set for that shift. Only officers above the set minimum staffing limit will be allowed to take the time off, resulting in assurance of minimum shift staffing at time or approval.
3. If the request is made prior to the release of the schedule for the month which includes the requested time off, the Employer may replace that employee with an officer otherwise assigned to another shift.
4. Prior to release of the patrol schedule, when it is not feasible for the Employer to replace that employee with an officer from another shift, the Employer may deny the request for compensatory time off.

COURT TIME, CALL BACK, CALL IN

An off-duty employee, who is called into work, recalled to work or required to report to court, shall receive a minimum of two (2) hours compensation at the overtime rate whether placed on actual duty or not, provided such hours are not an extension before or after a regular duty shift.

ARTICLE 6 - SETTLEMENT OF DISPUTES

A "grievance" is defined as a dispute as to the application or interpretation of any part or clause of this Agreement filed and signed by the employee(s) involved or the Union. For the purposes of the Article, the word(s) Employee(s)/grievant(s) shall also mean and include the Union/Employee Organization. The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances must be presented by an employee. Grievances must be presented at the first step of the procedure within five (5) working days of the incident giving rise to the complaint.

STEP 1

The employee having a specific grievance shall take it first to his/her immediate supervisor who shall respond within five (5) working days.

STEP 2

If the matter has not been resolved, the employee shall then, within five (5) working days of receipt of the Step 1 answer, present the written grievance to his/her division commander who shall respond within ten (10) working days.

STEP 3

If the matter has not been resolved, the employee shall then, within ten (10) working days of receipt of the Step 2 answer, present the written grievance to the Police Chief, who shall respond within ten (10) working days.

STEP 4

If the matter has not been resolved the employee shall then, within ten (10) working days of receipt of the Step 3 answer, present the written grievance to the Human Resources Director, who will respond within twenty (20) working days.

STEP 5

If not resolved, the grievance may be submitted to arbitration within seven (7) calendar days after the decision in Step 4, or if no decision has been timely made, said grievance may with the approval of the employee organization be submitted to arbitration by submitting written notice to the City Manager. Such notice shall specify the section(s) of the agreement alleged to have been violated. 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.

Not later than sixty (60) days following the date on which the request for arbitration was submitted to the City Manager, the parties shall establish a date for the arbitration hearing.

The arbitrator shall not have the power to decide a grievance which is a matter suitable for submission to the Civil Service Commission. Also, the arbitrator shall be without 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 Urbandale, Iowa.

The arbitrator's fee and expenses shall be shared equally by the employer and the Organization. However, each party shall be responsible for compensating their own representative and witnesses as well as paying for necessary transcripts of the proceedings if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeals. Failure of the City representative to respond within the specified time limits shall render the matter subject to immediate appeal to the next step in the procedure. When necessary in investigating and settling grievances, employees and their representative, if employees

of the City shall be released from work without loss of pay for a reasonable time provided the supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in this article may be extended by mutual agreement.

ARTICLE 7 - VACATION

All regular full-time employees shall earn vacation, prorated and accrued on a monthly basis at the following rates, which reflect longevity in City service:

ACCRUAL

Ten (10) days per year for the first seven (7) years of employment; fifteen (15) days of vacation after seven (7) years of consecutive employment; twenty (20) days after thirteen (13) years of consecutive employment; twenty-five (25) days after nineteen (19) years of consecutive employment.

An employee who enters the employment of the City before the sixteenth (16th) of the month, or who leaves the employment of the City after the fifteenth (15th) of the month shall earn vacation for that month. No more than one hundred and twenty (120) hours of vacation time shall be carried over to another vacation year, except by prior written approval of the City Manager.

All regular full-time employees shall earn vacation on a yearly basis at the following rates which reflect longevity in City service:

Years of Service	Monthly Vacation Accrual	Annual Vacation (Days)
0 - 6.99	6.67 hours	10 days (80-hours)
7.0 – 12.99	10.00 hours	15 days (120 hours)
13.0 – 18.99	13.33 hours	20 days (160 hours)
19.0 - +	16.67 hours	25 days (200 hours)

USAGE

No vacation leave may be taken by an employee until the time has been accrued. The Chief of Police or designee will schedule such vacation leaves with regard to the Department's operating requirements and responsibilities and insofar as possible, with the requests of employees. The City Manager has final authority in granting vacation requests. No employees shall be permitted to waive such leave for the purpose of receiving double pay. In the event of one or more municipal holidays occurring during an employee's scheduled vacation, such holiday shall not be charged as vacation leave. No holiday shall be granted which falls during terminal vacation or leaves of absence.

Any permanent employee leaving the employment of the City shall be compensated for vacation leave credited and unused to the date of his/her termination, provided he/she has been in continuous service of the City for at least six (6) full months and, in the event of resignation, has given a two (2) weeks' notice to the Chief of Police.

ARTICLE 8 - LEAVES OF ABSENCE

SICK LEAVE

All full-time employees shall earn sick leave with pay at the rate of one (1) day for each calendar month of service. Sick leave shall not be considered a right which an employee may use at his/her discretion, but shall be allowed only in case of: (1) actual personal sickness or disability, or (2) serious illness in the employee's immediate family with the approval of the Police Chief, or designee.

Sick leave may also be used for a pre-approved medical related absence when approved by the employee's supervisor. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods.

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor prior to the time set for beginning his/her daily duties. All sick leaves shall be approved by the Police Chief, or designee, and the Human Resources Director. When the absence is more than three (3) working days, the employee may be required to file a physician's certificate with the Human Resources Department, stating the cause of the absence. Sick leave may be accumulated from year to year up to a maximum of twelve hundred (1,200) hours.

Employees injured on the job or in the line of duty shall not have time off charged against accrued sick leave. Employees will be paid full salary, less the amount of workmen's compensation paid, up to six (6) months.

An employee who enters the employment of the City before the sixteenth (16th) day of the month shall earn sick leave for that month. No payment for unused sick leave credit shall be made upon separation from City employment, except in cases of retirement or death of a permanent employee. If an employee's retirement meets the requirements of the applicable State retirement provisions, or upon his/her death, the employee shall be paid twenty-five percent (25%) of the daily base pay at the date of retirement or death for each full day of unused sick leave credit the employee has accrued.

In the event an employee is caused to miss work due to the actions of a third party and the employee uses accrued sick leave the City shall, with the written consent of the employee, seek recovery from such third party. Upon recovery the City shall be reimbursed for all the costs associated with the used sick leave and the employee shall be credited with the used leave time.

FUNERAL LEAVE

In case of death in the "immediate family", a permanent employee shall be granted a leave of absence with pay up to five (5) calendar days by the City Manager or the Chief of Police or designee. "Immediate family" is defined as spouse/partner, child, stepchild, parent, step parent. In case of death in the "family", a permanent employee shall be granted a leave of absence with pay up to two (2) calendar days by the City Manager or the Chief of Police or designee. "Family" is defined as siblings, step-siblings, in-laws, i.e. mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, step-grandparent, step-grandchild, grandparent-in-law or any other relative living in the same household. The City may, at its discretion, require proof of funeral and/or relationship.

EMERGENCY LEAVE

In case of serious illness in the "immediate family", a permanent employee shall be granted a leave of absence with pay up to five (5) calendar days by the City Manager or the Chief of Police. "Immediate family" is defined as spouse/partner, child, stepchild, parent, step parent. In case of serious illness in the "family", a permanent employee shall be granted a leave of absence with pay up to two (2) calendar days by the City Manager or the Chief of Police. "Family" is defined a siblings, step-siblings, in-laws, i.e. mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, step-grandparent, step-grandchild, grandparent-in-law or any other relative living in the same household. Employees granted emergency leave shall not have time off charged against accrued sick leave, vacation or compensatory time.

EXTENSIONS

The City Manager or the Chief of Police may, at his/her discretion, grant an additional two (2) days of funeral or emergency leave in instances where extensive travel or other circumstances warrant. Such extended time shall be charged against the employee's sick leave.

MILITARY LEAVE

A full time employee shall be granted military leave and re-employment rights as prescribed by the Iowa Code.

JURY DUTY LEAVE

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, with the exception of expense reimbursement (i.e. mileage) to the Employer. When released from duty during working hours, the employee will report to work immediately.

ARTICLE 9 - SENIORITY

Seniority is defined as an employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a bargaining unit basis. The Union shall be furnished a list of employee's seniority date and job classification within a reasonable time upon request. All original appointments shall be subject to a probationary period. For new hires, if the employee has successfully completed training at ILEA or another facility certified by the director of ILEA before the initial appointment, the probationary period shall be for a period of not more than nine (9) months and shall commence with the date of initial appointment as a police patrol officer. If the employee has not successfully completed training at ILEA or another training facility certified by the director of ILEA before initial appointment, the probationary period shall commence with the date of initial employment as a police patrol officer and shall continue for a period of not more than nine (9) months following the date of successful completion of training at ILEA or another training facility certified by the director of ILEA. A police patrol officer transferring employment from one jurisdiction to another shall be employed subject to a probationary period of not more than nine months. The probationary period shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his/her position. Employees whose

performance during this period indicated an inability to meet preferred standards will be rejected. At least two (2) weeks prior to the expiration of the probationary period, the Police Chief shall make the final determinations, and shall give written notice of rejection of permanent employment to the probationer. A probationary employee may be terminated at any time for any reason without the right of appeal.

ARTICLE 10 - HOLIDAYS

The following paid holidays shall be observed:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day following Thanksgiving
- December 24th or last working day prior to Christmas
- Christmas Day
- ½ day December 31st or last working day prior to New Year's Day

Recognized holidays shall begin at 12:00 AM and end at 11:59 PM.

Each employee shall be granted twenty (20) hours of personal time (2 ½ days) annually.

Employees who work on a recognized holiday shall be compensated at one and one-half (1½) times their regular hourly rate, or in the case of Independence Day, Thanksgiving Day, Christmas Eve Day or Christmas Day, two (2) times their regular hourly rate, either in cash or compensatory time off at the discretion of the City, for all hours actually worked on that day. Employees assigned to patrol will "bank" eight (8) hours of holiday time for use at a later date, in the form of compensatory time or cash payout if the C-Time bank is at a maximum. Employees assigned to office duties with a Monday – Friday schedule shall receive the observed holiday off, with pay, receiving eight (8) hours of holiday pay at a straight time rate, Employees assigned to office duties with a Monday – Friday schedule who work on holidays shall be compensated the appropriate rate in addition to the holiday pay.

ARTICLE 11 - INSURANCE

MEDICAL

The current Plan A will be discontinued as of December 31, 2018. All members enrolled in Plan A will be enrolled in Plan C for plan year 2019 (January 1 through December 31, 2019).

Plan C will provide a benefit package that includes preventative health care benefits, as determined by the member and their medical provider, up to \$1,000 annually, per covered member. The City reserves the right to change elements of the plan design, other than the preventative health care benefits, during the period of this Agreement. This plan is a four-tier plan (single, employee + spouse, employee + dependents, and family) and requires the employee to contribute toward the monthly premium, based on their enrollment status, at the rate of 8.5% per month for the duration of this Agreement.

The aforementioned premiums will not exceed the table below per bi-weekly pay, taken from 24 pay periods:

	1/1/2019	1/1/2020	1/1/2021
Single	\$ 40.14	\$ 48.17	\$ 57.81
E +S	\$ 82.21	\$ 98.65	\$118.39
E + C	\$ 75.99	\$ 91.19	\$109.43
Family	\$123.20	\$147.84	\$177.40

If the Cadillac tax provisions of the Affordable Care Act become applicable to any health insurance plan offered by the City, then the parties agree that the health insurance provisions of the Agreement will be open for re-negotiation.

LIFE

The City will provide regular term life insurance coverage for the employee in the face amount of \$30,000 effective 1/1/2019, \$40,000 effective 1/1/2020, and \$50,000 effective 1/1/2021.

DENTAL

Each employee may at their option add family coverage at their own expense. Employees enrolled in Plan C listed under Article 11.A.Medical, have the option to enroll in an 80/20 enhanced dental insurance program. This enhanced plan is a four-tier plan (single, employee + spouse, employee + dependents, and family) and requires the employee to contribute toward the monthly premium, based on their enrollment status, at the rate of 8.5% per month for the duration of this Agreement.

VISION

Employees enrolled in Plan C listed under Article 11.A.Medical, have the option to enroll in a vision insurance program offered by the City. This vision plan is a four-tier plan (single, employee + spouse, employee + dependents, and family) and requires the employee to contribute toward the monthly premium, based on their enrollment status, at the rate of 8.5% per month for the duration of this Agreement.

EARLY RETIREMENT

If an employee's retirement meets the requirements of the applicable State retirement provisions, or is disabled at any age due to illness or injury and cannot work (verified by medical doctor appointed at the discretion of the City), such employee shall have his/her monthly City medical insurance premium paid by the City on the basis of one (1) month's payment for each full calendar year of continuous service with the City.

FLEXIBLE SPENDING ACCOUNT

The City will offer a Flexible Spending Account which is available to management and supervisory employees of the City of Urbandale.

ARTICLE 12 - WORK RULES

The Employer may from time to time adopt new, and/or publish changes in existing, department work rules and regulations. All employees shall comply with all such work rules and regulations. The Organization will be provided a complete and current copy of all written rules affecting employees covered by this Agreement. Except in emergency situations, such new rules will be published and posted at least five (5) calendar days prior to becoming effective. Any unresolved complaint as to the reasonableness of new work rules shall be resolved through the grievance procedure.

ARTICLE 13 - HEALTH AND SAFETY MATTERS

Employees shall observe and follow all regulations established by the Employer for the protection of life, health and for the protection of City property. Employees shall follow established procedures for reporting occupational injuries and/or illness. Failure of the employee to comply with those provisions will result in nonpayment of related medical services from the Employer.

ARTICLE 14 - NON-DISCRIMINATION

In accordance with applicable law the Organization and the Employer agree not to discriminate against any employee on the basis of race, creed, color, religion, disability, union affiliation, national origin, age or sex.

ARTICLE 15 - WAGES

WAGES

Each employee shall be compensated in accordance with the respective classification title and corresponding salary range as set forth in Appendix "A" for the period beginning July 1, 2018 reflecting a 3.0% across-the-board increase, a 3.0% across-the-board increase for the period beginning July 1, 2019, and a 3.0% across-the-board increase for the period beginning July 1, 2020.

METHOD OF PAYMENT

All newly hired employees shall be required to receive their pay via direct deposit.

STARTING SALARY

New employees may be appointed above the first step of the pay range, depending upon their experience, background and present pay in relation to the Urbandale pay scale. However, new employees will not be appointed at a wage above Step 3 of the pay range.

LONGEVITY

Permanent employees who have been in the continuous service of the City for the required number of years shall receive "longevity pay" in accordance with the following schedule effective with the next payroll period beginning after the required number of years continuous service is completed.

<u>Years Continuous Service</u>	<u>All members</u>
0 – 4 years	\$0.00
5 – 9 years	\$298.00

10 – 14 years	\$597.00
15 – 19 years	\$895.00
20 – 24 years	\$1,193.00
25 + years	\$1,492.00

The above annual amounts will be paid each payday on a prorated basis. Continuous service shall be broken by any termination from City employment. It shall not be broken by an authorized leave of absence, however, no credit toward a five (5) year period shall be allowed for leaves of more than thirty (30) consecutive calendar days. In such cases an additional time equal to the loss of service must be served.

DEFERRED COMPENSATION

Each regular full time employee shall be eligible to contribute to the City's recognized deferred compensation plan. The City will match each participating employee's contribution up to an amount equal to one percent (1.0%) of the employee's regular annual pay. This match will occur at each pay period that the employee contributes at least one percent (1.0%) to the City's recognized plan. If any provision of this deferred compensation plan is determined to be unlawful, the parties shall immediately meet to negotiate an alternative placement of the money involved. All contributions previously made into the plan shall be preserved for the sole benefit of the affected individual employees and not returned to the employer.

ARTICLE 16 - SUPPLEMENTAL PAY

SHIFT DIFFERENTIAL

Officers regularly scheduled for 2nd or 3rd watch will receive an additional \$0.25/hour.

CLOTHING ALLOWANCE

Required personal property for police officers (watches, eye glasses, etc.) damaged in the line of duty will be reimbursed by the City in a prorated amount not to exceed Two Hundred Dollars (\$200.00) annually. The duty weapon will be reimbursed by the City in an amount not to exceed Five Hundred Dollars (\$500.00). Proper proof must be submitted by the employee establishing value of the damaged article. Such proof may include an appraisal from a competent expert in the field.

Effective July 1 of each year, sworn officers shall receive a clothing allowance payment of Eight Hundred Dollars (\$800.00). This payment will be made in a separate check, not as part of regular payroll. Newly hired sworn officers will not be eligible to receive this clothing allowance until the beginning of their second year of employment.

The City will provide uniforms and leather items to all newly hired sworn officers per Department policy.

PROTECTIVE VESTS

The City will, at no cost to the employee, provide a protective vest to each employee who does not currently own a protective vest. Employees who have either a personally owned vest, or one which has been provided by the City, may have the vest replaced at

City expense provided the manufacturer recommends such replacement based upon either damage or normal wear and tear.

A protective vest shall be worn by all employees working patrol duty or any other duty requiring a uniform. When conditions warrant, such as extreme heat or special assignment that does not involve enforcement activity, supervisors may temporarily suspend the requirement to wear a protective vest.

EDUCATIONAL INCENTIVE PAY

Each full-time employee assigned as Police Officer, who has successfully completed the probationary period and maintained a 2.0 grade average on a 4.0 scale shall receive educational incentive pay in addition to regular base pay in accordance with the following:

Semester Hours	Or Quarter Hours	Annual
10	15	\$100.00
20	30	\$200.00
30 (1-year)	45	\$300.00
60 (2-years)	90	\$600.00
90 (3-years)	135	\$800.00
120 (4-years)	180	\$1,000.00

However, employees shall be eligible for the \$800 and \$1,000 payments only if they have successfully completed twelve (12) semester or eighteen (18) quarter hours of credit in courses related directly to law enforcement as determined by the Police Chief.

Employees who obtain a Masters Degree without thesis from an accredited university will receive additional educational pay of \$1,200 per year. Employees who obtain a Masters Degree with thesis will receive additional educational pay of \$1,400 per year.

Employees who have completed military service with a branch of the Armed Forces of the United States of America and who have been given an honorable discharge shall receive credit for thirty (30) semester hours of college course work and shall be entitled to receive educational incentive pay as set forth in this Article.

An employee, who has obtained a four year degree from an accredited university or college in course work other than Criminal Justice/Law Enforcement, shall receive additional college incentive pay if they possess 12 semester hours or 18 quarter hours of courses directly related to the Law Enforcement Field. One, and only one, of the following courses may be used as credit toward the required hours:

- Intro to Psychology
- Intro to Sociology
- Intro to Computers
- Composition

ON-CALL PAY

Employees who are assigned to be "on-call" shall receive one (1) hour of straight time pay for each day of on-call duty.

FTO PAY

Employees who are assigned to perform duties as a Field Training Officer will receive one (1) hour of pay at straight time for each day that they train a new officer.

SENIOR POLICE OFFICER PAY

Employees who have completed five years of service as of July 1st of the calendar year will be compensated with a flat amount payment reflective of their status as a Senior Police Officer I per the schedule below, or if have completed ten years of service as of July 1st of the calendar year, as a Senior Police Officer II per the following schedule:

Senior Police Officer I	Senior Police Officer II
July 1 st , 2018 - \$500.00	July 1 st , 2018 - \$1,000.00
July 1 st , 2019 - \$750.00	July 1 st , 2019 - \$1,500.00
July 1 st , 2020 - \$1,000.00	July 1 st , 2020 - \$2,000.00

*The above annual amounts will be paid each payday on a prorated basis.

TEMPORARY UPGRADE

Employees may be required to perform duties in a higher level classification. Such employees shall receive no adjustment in pay during the first fourteen (14) calendar days of the assignment. Beginning with the fifteenth (15th) consecutive calendar day of the upgraded assignment the employee will receive pay equal to the first (1st) step of the new range, or one step more than his/her normal pay step, whichever is greater, for the remainder of the assignment. The provision shall apply to each such temporary upgrade assignment, i.e. the fourteen (14) day period is applicable for each occurrence.

In addition, the officer(s) who is designated to routinely act in the absence of the watch supervisor will be paid an additional thirty cents (\$.30) per hour for all regularly scheduled work time whether or not actually performing in the supervisory capacity.

ARTICLE 17 - TRANSFER PROCEDURES

After the work schedule and shifts have been determined by the Chief, employees will be permitted to select their shift assignment on the basis of seniority. Shift bidding will take place on a semi-annual basis (at six month intervals), or prior to the institution of any change in work schedule or shifts.

The semi-annual selections of shifts shall be completed no later than eight weeks prior to the implementation of the updated work schedule or shifts. Employees will be afforded a minimum of two weeks prior to the eight week period to submit their requests.

ARTICLE 18 - PERSONNEL FILES

Individual employees shall receive signed and dated copies of each memorandum and/or document placed in their personnel file. The employee may also be required to sign such items indicating knowledge of their existence and not necessarily concurrence.

Copies of formal grievances filed under the provisions of Article 6 of this Agreement shall not be made a part of the employee's personnel file.

ARTICLE 19 - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2018 through June 30, 2021.


ARTICLE 20 - SAVINGS

If any provision of this Agreement is adjudged by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable law, such adjudication shall not affect the validity of this agreement as a whole or any section, provision or part thereof not adjudicated unlawful or unenforceable.


SIGNATURES

City of Urbandale, Iowa

International Brotherhood of Teamsters, Local
Union 238 Committee Members



Mayor, Robert D. Andeweg



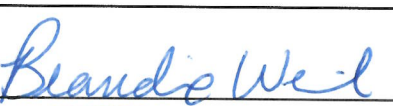
City Manager, A.J. Johnson













APPENDIX A - WAGES

Effective July 1, 2018

Steps	Hourly	Annual
One	26.4362	54,987.2149
Two	27.4936	57,186.7034
Three	28.5933	59,474.1716
Four	29.7371	61,853.1384
Five	30.9266	64,327.2640
Six	32.1636	66,900.3545
Seven	33.4502	69,576.3687
Eight	34.7881	72,359.4234

Effective July 1, 2019

Steps	Hourly	Annual
One	27.2293	56,636.8313
Two	28.3184	58,902.3045
Three	29.4511	61,258.3968
Four	30.6292	63,708.7326
Five	31.8544	66,257.0820
Six	33.1285	68,907.3652
Seven	34.4537	71,663.6597
Eight	35.8318	74,530.2061

Effective July 1, 2020

Steps	Hourly	Annual
One	28.0461	58,335.9363
Two	29.1679	60,669.3737
Three	30.3346	63,096.1487
Four	31.5481	65,619.9946
Five	32.8100	68,244.7944
Six	34.1224	70,974.5861
Seven	35.4873	73,813.5695
Eight	36.9067	76,766.1123

Effective with the first full pay period which begins in January of each year, each employee will be eligible to advance to the next highest pay step. An employee shall be eligible for such step increases only after the completion of a full six (6) months in his/her classification. In the event an employee is not eligible, due to this provision, she/he shall not be eligible for a step increase until the next step adjustments are provided by this agreement.