

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

July 1, 2009  
to  
June 30, 2012

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## AGREEMENT

This Agreement entered into by the City of Urbandale, Iowa, hereinafter referred to as the "Employer or City" and 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 and Identification Technician.

### 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 and limited by this Agreement, the employer shall retain whatever rights, powers and authority necessary for it to operate and direct the affairs of the City and the police department in all of its various aspects, including, but not limited to, the right to direct the work force; to plan, direct and control all the operations and services of the department; to determine the methods, means, organization and numbers of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods and/or services should be purchased; to hire, promote, demote, transfer, discipline or discharge employees due to lack of work or funds or other such legitimate reasons; to establish and enforce reasonable work rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine what work or services shall be contracted out or performed by the unit employees; and to initiate, prepare, certify and administer its budget.

### ARTICLE 4 DUES CHECK-OFF

The employer agrees to cooperate with the Organization in facilitating the deduction of the regular monthly union dues for each employee who completes and signs the authorized dues check-off form approved by the Employer. Any employee may terminate the dues check-off authorization at any time upon thirty (30) days written notice to the Employer.

The aggregate deductions from all employees shall be remitted to the Organization within a reasonable length of time after such deductions are made, but no more than twenty-one (21) days. Such payments shall include a list of names added and names dropped since the last payment.

The Organization agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgements brought or issued against the Employer as a result of any action it takes or not takes under the provisions of this article.

ARTICLE 5  
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 Committee shall not exceed three (3) in number with up to two (2) designated alternates. 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 6  
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.

Prior to establishing or changing the regular work schedule for employees, the Employer will provide thirty (30) calendar days notice to the Union concerning the proposed work schedule or shifts and will consider any input provided to it by the Union. The final decision regarding the work schedule and shifts will be made by the Chief.

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 an annual basis, or prior to the institution of any change in work schedule or shifts. Prior to the selection of shifts, the Employer will designate the dates on which each position on each shift will be scheduled to work for the twelve-month period beginning on July 1 and ending on June 30.

The annual selection of shifts will begin on Monday of the first full week of May. All employees will make their initial selection by 5:00 PM on Friday of the second full week of May. All

employees will make their final selection by 5:00 PM on Friday of the third full week of May. The final shift schedule will be posted on Monday of the first full week of June.

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 eight and one-half (8½) hours duration and will be scheduled as follows: Fifteen (15) minutes for roll call, eight (8) hours regular duty and fifteen (15) minutes for report completion time.

EXAMPLE: Regular Watch – Roll call at 1445, regular duty tour begins at 1500, report completion and end of watch at 2315.

4. The eight (8) hour regular duty tour shall include two (2) fifteen (15) minute coffee breaks and one (1) thirty (30) minute unpaid lunch break.
5. The work week commences Saturday and ends Friday.

#### 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 (1½) or by cash payment at the rate of time and one-half (1½) 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.

#### COMPENSATORY TIME

Employees may accumulate and carryover, from year to year, up to one hundred twenty (120) hours of compensatory and holiday time. Any employee whose compensatory and holiday time accumulation as of June 30, 2009 is less than 120 hours will be paid in cash for all overtime hours worked after the employee has accumulated 120 hours of compensatory and holiday time; after such employee has accumulated 120 hours of compensatory and holiday time, all compensation for holiday time will be paid in cash. Personal holidays do not count toward the calculation of the compensatory time accumulation.

Effective July 1, 2009, any employee whose compensatory time accumulation is in excess of 200 hours will be paid in cash for all overtime hours worked and for all other hours which would otherwise be compensable with compensatory time off. Effective July 1, 2010, any employee whose compensatory time accumulation is in excess of 160 hours will be paid in cash for all overtime hours worked and for all other hours which would otherwise be compensable with compensatory time off. Effective July 1, 2011, any employee whose compensatory time accumulation is in excess of 120 hours will be paid in cash for all overtime hours worked and for all other hours which would otherwise be compensable with compensatory time off.

At any time an employee's total accumulation of compensatory and holiday time exceeds one hundred twenty (120) hours, the Chief may request that the employee with the greatest number of hours of accumulated compensatory time reduce the balance to one hundred twenty (120) hours within ninety (90)

days. If the employee has not done so within the 90 days, the Chief may assign specific days or time off to achieve the one hundred twenty (120) hour balance. Employees may request cash payment at any time for any accumulated compensatory or holiday time. The Chief may, after considering the employees request, grant or deny the request.

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 five (5) days notice.
2. The shift requested to be taken off must be staffed by at least a minimum staffing requirement set for that shift. Only one (1) officer below the set minimum staffing limit will be allowed to take the time off.
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.

#### 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 7 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 City Manager, 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 8 VACATION

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

##### ACCRUAL

One (1) day per month up to a maximum of ten (10) days per year for the first seven (7) years of service. Employees will be granted fifteen (15) days 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. Upon the respective anniversary date at each level of vacation accrual, the employee will receive forty (40) hours added to their current vacation balance and shall then continue to accrue vacation time at their new rate.

An employee who enters the employ of the City on or prior to the fifteenth (15<sup>th</sup>) of the month, or who leaves the employment of the City after the fifteenth (15<sup>th</sup>) of the month shall earn vacation for that month. No more than twenty-four (24) hours of vacation time shall be carried over to another vacation year, except by prior written approval of the City Manager.

##### USAGE

The taking of vacation time shall be during the calendar year, for vacation time earned in the previous calendar year. No vacation leave may be taken by an employee until he/she has been in continuous service of the City for a period of six (6) full months. The Chief of Police 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. Vacation leave shall not be granted in units of less than one-half (1/2) day, and generally speaking, should be taken in blocks of one (1) week. 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 employ 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 his/her Department head.

#### ARTICLE 9 LEAVES OF ABSENCE

- A. Sick Leave. All full-time employees shall be entitled to 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.

Sick leave may also be used for dental, optical or physical examinations and consultation with physician when approved in advance by the employee's supervisor.

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 leave shall be approved by the Police Chief and the City Manager. When the absence is more than three (3) working days, the employee may be required to file a physician's certificate with the City Manager, 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 employ of the City before the sixteenth (16<sup>th</sup>) 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 reccredited with the used leave time.

- B. 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. "Immediate family" is defined as spouse, 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. "Family" is defined a mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandparent, grandchild or any other relative living in the same household. The City may, at its discretion, require proof of funeral and/or relationship.
- C. 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. "Immediate family" is defined as spouse, 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. "Family" is defined as mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandparent, grandchild or any other relative living in the same household. The City may, at its discretion, require proof of relationship.

- D. Extensions. The City Manager 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.
- E. Military Leave. A full time employee shall be granted military leave and re-employment rights as prescribed by the Iowa Code.
- F. 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 10  
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 and promotional appointments shall be subject to a probationary period of twelve (12) months continuous service. 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.

Fringe benefits shall not apply during the first ninety (90) days of employment except holidays occurring during such period shall be paid holidays. Employees retained beyond the probationary period shall be eligible for fringe benefits on a retroactive basis, and the employment date shall be the original starting date.

ARTICLE 11  
HOLIDAYS

The following paid holidays shall be observed:

- New Years Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Day following Thanksgiving
  - December 24<sup>th</sup> or last working day prior to Christmas
  - Christmas Day
  - ½ day December 31<sup>st</sup> or last working day prior to New Years Day
- Each employee shall be granted twenty (20) hours of personal time (2 ½ days) annually.

Employees who are required to work on a recognized holiday shall be compensated at one and one-half (1½) 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. In addition, the employee 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 who are required to work on Independence Day, Thanksgiving Day, Christmas Eve Day or Christmas Day shall be compensated at 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 that day and shall "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.

ARTICLE 12  
INSURANCE

- A. Medical. The City will provide single and family medical insurance coverage comparable to the plan designated as Healthcare Preferred, a Preferred Provider Organization (PPO) administered by First Administrators, Inc. (Plan A). Plan A will continue to provide a benefit package which includes \$100/\$200 deductibles; maximum out of pocket \$500/\$1,000; office co-pays of \$5; and prescription coverage, reimbursed at 80% after meeting the deductible. This option will require the employee to contribute toward the monthly premium for family coverage at a rate of \$25/month during the first year of the Contract, \$35/month during the second year of the Contract, and \$45/month during the third year of the Agreement. Employees opting for this plan will not receive any HRA contribution from the City.

A new PPO option (Plan B) will become available July 1, 2006 and will provide a benefit package which will include larger deductibles, \$500/\$1,000; greater maximum out of pocket \$1,000/\$2,000; office visit co-pays of \$15; and Rx coverage of \$10 generic, \$25 preferred and \$40 for brand name. This option will require the employee to contribute toward the monthly premium for family coverage at a rate of \$15/month during the first year of the Contract, \$25/month during the second year of the Contract, and \$30/month during the third year of the Agreement. In addition, the employees opting for Plan B will receive a contribution to a Health Reimbursement Account (HRA) of \$400 each year of the Agreement. This contribution will be pro-rated for newly hired employees. The PPO Option B is consistent with the benefit package which was suggested (by consensus) by the Health Insurance Review Committee in conjunction with the Frank Berlin and Associates representatives.

The City will continue to provide single coverage under both Plan A and Plan B at no cost to the employee.

- B. Life. The City will provide regular term life insurance coverage for the employee in the face amount of \$10,000.
- C. Dental. The City will pay 100% of the cost for employee only coverage for an 80/20 conventional dental insurance program. Each employee may at their option add family coverage at their own expense.
- D. Early Retirement. In the event an employee retires between age 62 and 65, 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.
- E. Flexible Spending Account. The City will offer a Flexible Spending Account which is available to management and supervisory employees of the City of Urbandale.

Effective August 1, 2006 the City will contribute Two Hundred Forty Dollars (\$240) each August to the Flexible Spending Account (FSA) of each employee who is actively employed by the City on August 1.

ARTICLE 13  
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 14**  
**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 15**  
**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 16**  
**NO STRIKE – NO LOCKOUT**

Neither the Organization, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow down, mass resignation, mass absenteeism or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. Any employee who violates any provision(s) of this article may be immediately discharged or otherwise disciplined.

The Employer will not engage in any "lock-out" activity of the employees in this unit.

**ARTICLE 17**  
**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, 2009 reflecting a 3.0% across the board increase; in Appendix "B" for the period beginning July 1, 2010 reflecting a 3.25% across the board increase; and in Appendix "C" for the period beginning July 1, 2011 reflecting a 3.25% across the board increase.

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>Police Officer</u>	<u>Ident. Tech.</u>
0 – 4 years	-0-	-0-
5 – 9 years	\$ 253.00	\$ 298.00
10 – 14 years	507.00	597.00
15 – 19 years	760.00	895.00
20 – 24 years	1,013.00	1,193.00
25 + years	1,267.00	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 one of the City's recognized deferred compensation plans. The City will match each participating employee's contribution dollar for dollar up to an amount equal to one percent (1.0%) of the employee's regular annual pay. 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 18**  
**SUPPLEMENTAL PAY**

CLOTHING ALLOWANCE – During the term of this Agreement each full-time employee assigned as Police Officer shall receive a credit of seven dollars (\$7.00) per week with a designated dry cleaning service for the maintenance of uniforms.

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). 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.

Sworn officers assigned to non-uniform duties shall receive a clothing allowance payment of Two Hundred Fifty Dollars (\$250.00) per year. Effective July 1, 2010, this allowance will be increased to Two Hundred Seventy-Five Dollars (\$275.00) per year. Effective July 1, 2011, this allowance will be increased to Three Hundred Dollars (\$300.00) per year.

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 and chooses to wear one while on duty. 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. Each employee who elects to have the City purchase a vest for them shall be required to wear the vest at all times while on duty. Employees who have not requested the City to provide them with a vest will not be required to wear a protective vest while on duty.

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:

<u>Semester Hours</u>	or <u>Quarter Hours</u>	<u>Annual</u>
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 – Each employee in the following classifications who is assigned to be "on-call" shall receive one (1) hour of straight time pay for each day of on-call duty: Identification, and Follow-Up Detective.

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 (15<sup>th</sup>) consecutive calendar day of the upgraded assignment the employee will receive pay equal to the first (1<sup>st</sup>) 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 19 TRANSFER PROCEDURES

Requests for transfer must be in writing, signed by the employee, specifying the desired watch or shift and must be filed with the Chief's office prior to the announcement of specific vacancies. In the event of an opening, or a regular shift change, the Chief will review previously filed requests giving consideration to: 1) ability to perform as determined by the Chief, and 2) seniority. Such requests must be limited to watch or shift preferences and not to particular districts or duties. Transfer requests will be given fair and equal consideration by the Chief and will not be unreasonably denied, however, his decision shall be final.

#### ARTICLE 20 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 7 of this Agreement shall not be made a part of the employee's personnel file.

#### ARTICLE 21 DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2009 through June 30, 2012.

ARTICLE 22  
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.

City of Urbandale, Iowa

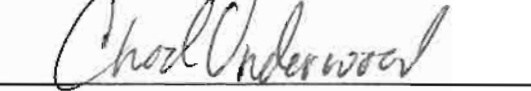
  
\_\_\_\_\_

Mayor

  
\_\_\_\_\_

City Manager

International Brotherhood of Teamsters, Local Union 238  
Committee Members

  
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APPENDIX A  
WAGES

The following salary rates will become effective July 1, 2009:

STEPS (Annual)

	1	2	3	4	5	6	7	8
Police Officer	44,149	45,693	47,293	48,950	50,662	52,436	54,272	56,170
Ident. Tech.	45,472	47,064	48,712	50,415	52,181	54,007	55,897	57,854

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.

APPENDIX B  
WAGES

The following salary rates will become effective July 1, 2010:

STEPS (Annual)

	1	2	3	4	5	6	7	8
Police Officer	45,584	47,178	48,831	50,541	52,308	54,140	56,036	57,996
Ident. Tech.	46,950	48,593	50,295	52,054	53,877	55,762	57,714	59,734

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.

APPENDIX C  
WAGES

The following salary rates will become effective July 1, 2011:

STEPS (Annual)

	1	2	3	4	5	6	7	8
Police Officer	47,065	48,711	50,418	52,183	54,008	55,900	57,857	59,880
Ident. Tech.	48,476	50,173	51,930	53,746	55,628	57,575	59,589	61,676

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.