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To: Mayor and City Council

From: City Administrator, Kim Downs

Date: March 31, 2016

RE: **Union Negotiations FY 2018-2021**

Union Negotiations – FY 2018-2021

We have completed our union negotiations for the Police Department and Public Works Department. Mayor Bennett, City Clerk, Kelly Kornegor, and I meet with Police Union Stewards and Teamster's representative, Gary Mika. It was not necessary to meet with the Public Works Union Stewards because they have not been paying dues and previously submitted a request to withdraw from the union; however, new union regulations require an official election to withdraw, so Gary Mika negotiated the contract on their behalf. The election will take place in October 2018.

The following changes were made to the agreements:

Police –

- 3% wage increase
- 3-year agreement with wages and group insurance open in years 2 and 3

Public Works –

- 3% wage increase
- 1-year agreement

Thank you for your consideration of this matter. If you have any questions please don't hesitate to ask.

Contract Agreement Between

The Hiawatha Police Union
Represented by
The Chauffeurs, Teamsters and
Helpers Local Union 238

July 1, 2018 through June 30, 2021

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Agreement

This Agreement made and entered into by and between the City of Hiawatha, Iowa, hereinafter referred to as the "Employer" and Chauffeurs, Teamsters and Helpers Local 238, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union" or its successors.

Article 1 - Purpose

Section 1.1

The purpose of the City of Hiawatha and the Union in entering into this agreement is to set forth their agreement with regards to wages, benefits, hours and working conditions for the employees so as to promote the efficiency of law enforcement, the morale and security of all employees and to promote harmonious relations giving recognition to the legal rights and responsibilities of the City, the Union and the employees.

Article 2 - Recognition

Section 2.1

Employees covered under this Agreement shall include all regular full-time Police Officers, and excludes all reserve officers, chief of police, police captain, police sergeants, temporary police officers, reserve police officers, probationary police officers, all elected officials, other city employees, and others excluded by Iowa Code section 20.4.

Article 3 -Management Rights

Section 3.1

In addition to all powers, duties and rights of the Employer established by constitutional provisions, statute, ordinance, charter, special act or common law, the Union recognizes the powers, duties and rights which belong solely, exclusively and without limitation to the Employer, to-wit:

(a) The right to discipline.
(b) The right to enforce and require employees to observe rules and regulations set forth by the Employer.
(c) The right to set working hours.
(d) The right to determine police department procedures and working rules.
(e) All other rights specifically mentioned at Chapter 20.7, Code of Iowa.

Provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 3.2

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

Article 4 - Union Rights and Responsibilities

Section 4.1
The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for employment and fair compensation; the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following:

(a) That it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;

(b) That it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public.

Section 4.2
The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that either it or any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Article 5 – Non-Discrimination

Section 5.1
Neither the Employer nor the Union shall engage in the unfair employment practices whereby any person may be unlawfully discriminated against because of age, ancestry, color, creed, disability, national origin, race, religion or sex of such person.

Neither the Employer nor the Union shall discriminate against or interfere, restrain, or harass any employee with respect to their rights or in order to prevent or discourage his/her exercise of any such right.

Article 6 - Union Representatives

Section 6.1
Authorized representatives of the Union upon notice given the Chief of Police may visit the police station and confer with representatives of the Employer. If such Union Representatives desire to confer with a Union Steward or any employee, the Union Representative must request permission from the Chief of Police or supervisor. Permission will be granted for such requested meeting if it will not interfere with the normal operation of the Employer.

Section 6.2
Upon reasonable request, during regular business hours, the Employer shall produce for examination by the employee time sheets and/or other records as allowed by law pertaining to the computation of

compensation of the employee whose pay may be in dispute or other records of the employee pertaining to a specific grievance or possible grievance.

Section 6.3
The Employer shall furnish a bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business. No notice from any outside group except the Union will be permitted on the bulletin board. The Union recognizes that the posting of information and notices on the bulletin board may be subject to the approval of the Chief of Police.

Article 7 - Union Stewards

Section 7.1
The Employer recognizes the right of the Union to designate a reasonable number of Stewards and alternates. The Employer will recognize those employees selected as Union Stewards and alternates. The Union shall provide the employer with a list of such Stewards and any changes made from time to time.

Section 7.2
A Steward is expected to contact other employees regarding grievances at shift change unless the Steward secures prior permission from the Chief of Police or supervisor. The Steward may not leave their duty assignment or cause another employee to leave their duty assignment unless prior approval from the Chief of Police or supervisor has been granted.

Section 7.3
The authority of Union Stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties:

1. The investigation and presentation of grievances with the Employer in accordance with the provisions of the collective bargaining agreement.

2. The transmission of messages and information which shall originate with and are authorized by the local Union or its Officers provided such messages and information have been reduced to writing and are of a routine nature.

Section 7.4
The Union Stewards shall be released from work to attend all negotiation sessions and impasse procedures without loss of pay. Upon authorization of the Chief of Police or supervisor, the Union Stewards shall be allowed their regular rate of hourly pay for such time required of them as a Union Steward in the performance of their duties within the grievance procedures.

Article 8 - Discharge or Suspension

Section 8.1
The Employer agrees that it will not discharge or suspend any employee without proper due process and for only just cause. Except for serious cases that justify the immediate discharge, the Employer agrees that it will issue prior warnings and administer corrective discipline and or training before discharge. It is understood that probationary employees have no grievance rights for disciplinary action.

Section 8.2
In the event an employee is suspended or discharged and if the affected employee so desires, a Union Steward or Union Representative may be present at the time of the suspension or discharge.

Section 8.3
An employee who has received a written reprimand will be allowed within seven (7) days of the reprimand to submit a written response regarding the reprimand to the Chief of Police which then shall be placed in the employee's personnel file.

Article 9 - Lay off and Recall

Section 9.1
In the event that the workforce is to be reduced, the following layoff procedure shall be utilized:

1. The Employer will notify the Union of its intent to reduce the workforce with a minimum of thirty (30) days notice prior to such reduction.

2. In the event an Employee is to be placed on a lay off status, the Employer will select an employee with the least amount of seniority. The affected employee will be given a minimum of two (2) weeks notice of their lay off status. The affected employee shall have recall rights for two (2) years.

3. In the event of a recall, within two (2) years of the original lay off, the affected employee with the most seniority will be notified first and offered the opportunity to reclaim their prior position. The notification shall be made by certified mail.

4. All employees on a lay off status shall retain their seniority that they had when they were laid off. All lay off periods will count as continuous employment with the employer so as long as the employee returns to regular work after the layoff.

Article 10 - Grievance Procedure

Section 10.1
A grievance, defined as a disagreement on the part of the Union or any employee in regard to the interpretation and application of the specific terms of this Agreement, arising under this contract will be administered without prejudice by either party in the following manner:

Step 1
The aggrieved employee, by himself or with the steward, will discuss the grievance with the Supervisor. Any complaint or grievance not taken up with the supervisor within forty-eight (48) hours (holidays and Sundays excluded) after the basis for the grievance is known to the employee shall be considered waived and no further consideration of the grievance may be given.

Step 2
If the grievance is not resolved within twenty-four (24) hours after notifying the supervisor, a written grievance must be filed with the Police Chief, with a copy to the City Mayor within five (5) work days from the date the immediate supervisor is notified. If the grievance is not satisfactorily adjusted within three (3) days;

Step 3
The aggrieved party shall notify the Police Chief and Mayor in writing that the grievance is to be presented to the city administrator. The city administrator shall meet within seven (7) days and attempt to adjust the grievance.

Step 4
If the city administrator is unable to resolve the grievance within fourteen (14) days of the meeting, the grievance may be referred to arbitration within fourteen (14) days at the request of either party. If the grievance is not filed within the fourteen (14) day period the grievance will be deemed settled on the basis of the third step answer.

The failure of an employee or union to act on any grievance within the time limits listed above will amount to a waiver of the alleged grievance and act as a bar to further appeal of the grievance. The city's failure to give a decision within the prescribed time limits shall permit the grievance to proceed to the next step. The time limits may be extended by mutual agreement.

An Arbitrator shall be agreed upon between the parties or selected from the list of arbitrators provided by the Federal Mediation and Conciliation Service. The names of arbitrators shall be stricken until only one remains.

The scope and authority of the arbitrator is limited solely to the interpretation of this contract, and any decision made by the arbitrators shall not have the effect of adding to, subtracting from, nor modifying in any degrees, any provisions of this Agreement.

The decision of the arbitrator shall be final and binding on both parties, and the fees and expenses, if any, of the arbitrator shall be borne equally by the parties to this Agreement.

Article 11 - Group Health and Life Insurance

Section 11.1
The city will offer full time employees who are eligible, single and dependent health insurance coverage. Those employees who elect single coverage will contribute ten dollars ($10.00) toward the cost of the monthly single premium rate. Those employees who elect employee/spouse/dependent will contribute twenty ($20) toward the monthly premium rate. Employees who elect family coverage shall contribute twenty-five dollars ($25.00) toward the cost of the monthly family premium rate.

No reimbursement toward the deductible but the city will provide a 125 plan.

The employee contribution to the health plan will be through a payroll deduction for their choice of coverage for single or dependent coverage.

A health insurance reopener will be held at the beginning of each new year.

Section 11.2
The City shall provide supplemental hospitalization and major medical coverage to the Medicare coverage for employees who retire on or after age 65 and have been employed by the City as a full-time employee for a continuous period of fifteen (15) years minimum at the time of their retirement. The City shall also provide group hospitalization and major medical coverage for employees who are less than 65 years old who have been employed by the City for twenty-five continuous years and who are eligible for early retirement in IPERS.

As an added benefit, the City of Hiawatha shall offer to each retiring employee who is 65 years of age and has served 15 years of continuous full-time service to the City the opportunity to carry group hospitalization and major medical coverage on their spouse provided the spouse was covered on the City's health insurance policy at the time of the employee's retirement. The coverage shall be for up to thirty-six (36) months, but in no event shall last beyond the spouse's sixty-fifth (65th) birthday. This coverage may be obtained at the single rate for the spouse and shall be at the total expense of the retiring employee. The City of Hiawatha may assess a nominal administration fee for this benefit.

Section 11.3
The City shall provide ten thousand dollars ($10,000) life insurance for full time employees; coverage to be on or off the job, with an additional ten thousand dollars ($10,000) for accidental death of an employee.

The City shall provide Group Life Insurance with Accidental Death and Dismemberment in the amount of no less than ten thousand dollars ($10,000) for full time employees and while on duty for the City. Employees may obtain extended coverage through the City by paying the cost of the added coverage at the rates negotiated by the City. The City shall provide workers compensation insurance coverage for members of the volunteer police department.

Section 11.4
The City will provide at no cost to the employees a disability program for illness or accident away from work with a maximum payment to the employee of $150 and a long-term disability program for illness or accident away from work with a payment of 60% of monthly earnings, reduced by deductible income, and

a $3,000 maximum monthly benefit. An employee's contribution to the disability program will be computed according to the same method utilized for calculation contributions to health insurance. An employee shall have the option of waiving this coverage.

Article 12– Salaries, Wages and Longevity

Section 12.1

There shall be seven (7) steps in the hourly salary schedule based on years of completed service with the Hiawatha Police Department. Entry is for all newly hired employees with up to one (1) year of complete service. Employee pay periods will be every other Friday.

Following is the salary schedule for fiscal year July 1, ~~2017~~ 2018 through June 30, ~~2018~~2019:

Years of Completed Service	Effective 7/1/2017	Effective 7/1/2018
Entry	$22.62	$23.30
1 Year Service	$23.89	$24.61
2 Year Service	$24.75	$25.49
3 Year Service	$26.89	$27.70
4 Year Service	$29.70	$30.59
5 Year Service	$30.86	$31.79
10 Year Service	$31.47	$32.41

Employees beginning their shift between 6:00 p.m. and before 6:00 a.m. shall be paid a night shift differential of $0.25 cents per hour.

Section 12.2

There shall be six (6) steps in the longevity benefit scale based on years of completed service with the Hiawatha Police Department. An employee shall receive the longevity benefit after completion of five (5) years of service. The longevity benefit is intended as an incentive and to recognize the length of service and loyalty of the employee. Longevity pay shall be payable on the employee's anniversary date beginning with the first regular pay period following the anniversary date on the following non-cumulative schedule:

After completion of 5 years of service	$.12	per hour increase
After completion of 10 years of service	$.12	per hour increase
After completion of 15 years of service	$.12	per hour increase
After completion of 20 years of service	$.12	per hour increase
After completion of 25 years of service	$.12	per hour increase
After completion of 30 years of service	$.12	per hour increase

Article 13 - Work Week and Bidding

Section 13.1
The Employer shall establish and post the hours of work and shifts as determined by the Chief. The standard work schedule shall consist of eighty (80) hours in a fourteen (14) day pay period and work hours shall not be scheduled in less than eight (8) hours.

Section 13.2
All full time employees will be allowed to bid the shift of their choice by seniority every six months. The posting for such bids shall take place the first week of March to be effective April 1 and September to be effective October 1, for the first schedule that commences the following month. The Chief of Police will designate the shifts available; the number of employees assigned to each shift and the days off of each shift. There will be no split shifts except under unusual or exigent circumstances. The bidding process will be completed by the bargaining unit and returned back to the Chief of Police within seven (7) days. The trading of shifts will be allowed and is voluntary and only between the employees involved with a trade with approval of the Chief. An employee cannot gain any overtime pay as a result of a shift trade itself in accordance to the Fair Labor Standards Act (FLSA).

In the event the schedule requires an adjustment in shift deployment the Chief of Police shall post the new schedule for bidding. The bidding process will be completed by the bargaining unit and returned back to the Chief of Police within seven (7) days. The Chief of Police shall have the right to temporarily assign an employee to cover an open shift until the bidding process is complete.

Section 13.3
In the case of training or temporary emergency assignments, The Chief of Police may temporarily assign an employee to a different work schedule. Such assignments shall not be used to avoid the seniority bidding system.

Section 13.4
The Chief of Police shall post and keep current a complete list of all special duty assignments and the employee that is assigned to each assignment. In the event an assignment becomes available it shall then be posted for seven (7) days for employee's to submit a letter of interest, an application or resume. The notice shall contain the expected duties and responsibilities and working hours if applicable. The selection of an employee to receive the special duty assignment is at the discretion of the Chief of Police. The Chief of Police shall have the right to temporarily assign an employee to cover an open special duty assignment until such posting has been completed and said assignment is filled.

Article 14 – Overtime and Compensatory Time

Section 14.1
Overtime consists of scheduled, necessary or emergency work performed in excess of the normal work period. Employees called in outside of their regular work hours shall be paid a minimum of one (1) hours overtime provided the normal work period requirements have been met. If normal work period requirements have not been met for that pay period in which an employee is called in, the employee shall then be paid a minimum of one (1) hour at the regular rate. All paid leave will be used in the computation of overtime.

Section 14.2
Any accrual of compensatory time off must be approved by the Chief and the hours shall not exceed eighty (80) hours cumulative; compensatory time off hours must be scheduled during the same fiscal year as the overtime period worked; the employee waives his right to compensatory time off upon notice of termination by either the employee or the City. Earned compensatory time off not utilized will be compensated by wages at the rate of time and one-half (1 1/2). Compensatory time approval may not be accrued over eighty (80) hours at one time.

From April 1 to June 30 of each year, the Chief of Police will have the right to schedule any unused compensatory time banked by employees.

Article 15 - Holidays

Section 15.1
All employees shall be guaranteed eleven (11) paid holidays, whether worked or not, and two (2) paid personal days per year. The Employer may schedule additional paid holidays, adjust the current holidays but shall not reduce the number of holidays. The following holidays will be recognized and observed on the actual calendar day:

Independence Day	New Years Eve
Labor Day	New Years Day
Thanksgiving Day	Presidents Day
Day after Thanksgiving	Good Friday
Christmas Eve	Memorial Day
Christmas Day	

Section 15.2
An employee who works on an observed holiday will receive holiday pay at their current rate of pay and shall also be compensated with pay or, with approval of the Chief of Police the employee may receive, compensatory time off at the rate of time and one half (1 1/2).

An employee who does not work on the observed holiday shall receive their holiday time at their current rate of pay or, upon approval of the Chief of Police, accrue compensatory time off.

Article 16 – Vacation

Section 16.1
There shall be five (5) steps in the vacation accrual schedule based on years of completed service with the Hiawatha Police Department. No vacation may be taken until it has actually accrued and new employees are eligible for one (1) week vacation upon completion of six (6) months of service. An employee may accrue up to a maximum of 200 hours. When any employee reaches the maximum accrual, additional time earned shall be forfeited. To avoid forfeiting vacation, employees should use vacation hours before they reach their maximum accrual limit:

Years of Completed Service	Annual Accrual Rate	Pay Period Accrual Rate
6 Months	40 hours	1.54 hours
1 Year	80 hours	3.08 hours
3 Years	120 hours	4.62 hours
10 Years	160 hours	6.15 hours
18 Years	200 hours	7.69 hours

*Note: An employee may exceed the 200 hours maximum accrual with the approval of the Chief for one (1) fiscal year.

Section 16.2
Commencing on October 1st and all the way through October 14th of each year, preference will be given to employees based on seniority when an employee requests time off. All time off requests submitted on October 15th or after will be considered on a first come basis.

Section 16.3
Employee's requesting time off must submit the time off request as soon as practical. All time off requests will be approved whenever operations permit. It is the intent of the Employer to grant all time off requests as submitted by the employee. Vacation time will be taken in no less than one (1) hour increments.

Employee's requesting time off of forty (40) hours or more shall submit the time off request thirty (30) days prior to the first shift requested off. Approval of time off with less that thirty (30) days notice can be approved due to special circumstances of the employee.

Article 17 - Court Leave

Section 17.1
For all required court appearances and/or hearings in excess of their normal work shift, employees will be compensated at the overtime rate with a guaranteed minimum of two (2) hours compensation. Telephone conferences in excess of their normal work hours will also be compensated at the overtime rate with a guaranteed minimum of one (1) hour.

Section 17.2
For all required court appearances and/or hearings more than fifty (50) miles outside of Hiawatha, the Employer may move said officer to the day shift. If the appearance day is on the employees' normal day off the employee will be scheduled off on another day that week. The employer will pay for all meals, lodging, the expense of transportation and travel time in accordance with the Fair Labor Standards Act (FLSA).

Section 17.3
An employee required for a court appearance and/or hearing two (2) hours or less before their normally scheduled duty hours shall be paid overtime with a minimum of one (1) hour for the time that lapses between the employee's scheduled appearance and the beginning of the employee's normally scheduled duty hours.

Section 17.4
An employee required for more than one (1) court appearance on their off-duty hours will be compensated at the overtime rate with a guaranteed minimum of two (2) hours compensation for each appearance if the required appearances are a minimum of two (2) hours apart.

Section 17.5
If an employee's required court and/or hearing appearance that was scheduled during off-duty hours is subsequently canceled without twelve (12) hours advance notice of the cancellation, the employee shall be paid for two (2) hours at rate of time and one half (1 ½) of the employees current regular rate of pay. The employee shall call in at least twelve (12) hours in advance to confirm whether or not their attendance remains required.

Section 17.6
In order to be compensated for all court time the employee shall provide a subpoena, a signed subpoena if possible, to the Employer.

Article 18 – Sick Leave

Section 18.1
All full time employees are eligible for sick leave. Accrual shall be calculated from the hire date but shall be awarded on the basis of four (4) hours for each eighty (80) hours worked after the first one hundred sixty (160) standard hours worked. The accrual limit is ninety-six (96) hours per annum and the aggregate limit of nine hundred sixty (960) hours. Any sick leave accumulated by an employee over 720 hours and less than 960 hours will be paid at the employee's current rate of pay to the employee upon his retirement or termination. All sick leave usage will be in one (1) hour increments.

Section 18.2
An employee may use sick leave for absence from duty due to an illness or personal injury in accordance with the City policy manual. An employee requesting sick leave will inform the Chief of Police or a supervisor of the fact and the reason therefore with no less than one (1) hour before the start of their shift or at the time of illness if on duty. For sick leave periods of three (3) days or more in succession, medical certification may be required.

Section 18.3
A maximum of five (5) days of accrued sick leave per year may be used due to an illness or injury of an immediate family member which may require the employee's presence. All doctor and dental appointments for the employee's immediate family members shall be considered proper use of sick leave should the employee be unable to schedule such appointment(s) outside of their duty hours.

Section 18.4
If an employee is on paid vacation leave and becomes ill or is hospitalized or injured, the employee shall immediately notify the Chief of Police. The employee may cancel the paid vacation leave and apply their paid sick leave benefit.

Article 19 - Funeral Leave

Section 19.1
Up to three (3) working days of leave with pay (not charged to other leave time) may be granted to full-time employees upon request to make arrangements for and attend funeral services of the employee's spouse, children, step-children, son/daughter-in-law, mother, father, step-mother/father, sister, step-sister, brother, step-brother, grandparents, step-grandparents, grandchildren, step-grandchildren and legal dependents. One (1) additional day may be allowed for travel, upon approval of City Management. Additional days off may be taken, with the Supervisor's approval, as accumulated vacation, sick leave, or compensation time.

Up to three (3) working days of leave with pay (not charged to other leave time) may be granted to employees upon request to make arrangements for and attend funeral services for the following relatives

of his/her spouse: children, step-children, mother, father, step-mother/father, grandchildren, step-grandchildren and legal dependants.

Leave of one (1) day may be granted in the event of the death of an employee's aunt, uncle, niece and nephew. Additional days off may be taken, with the Supervisor's approval, as accumulated vacation, sick leave, or compensation time.

Leave of one (1) day may be granted to an employee in the event of the death of the following relatives of his/her spouse: brother, step-brother, sister, step-sister, grandparents, step-grandparents, aunt, uncle, niece and nephew. Additional days off may be taken, with the Supervisor's approval, as accumulated vacation, sick leave, or compensation time.

To attend funerals of other relatives and friends, unused personal time or a day of accrued vacation may be used for this purpose with your Supervisor's approval. You may take up to one (1) full day without pay, if no accrued leave exists, again with your Supervisor's approval.

Funeral leave pay will only be made to employees for actual time spent away from work for the funeral or its arrangements. For example, if the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to paid funeral leave. You must inform your Supervisor **immediately during your time off** of the situation for accurate payroll accounting.

Bereavement pay will be based on normal scheduled hours.

Section 19.2
An employee may be allowed time off with pay to attend the funeral of a fellow worker who was currently employed in the same department provided, however, such permission is granted by the supervisor or department head.

Article 20 – Military Leave

Section 20.1

All employees shall be entitled to the military leave benefits provided under the Iowa Code at section 29A.28 and the Federal Selective Service Act. Proof of service must be returned to the Chief of Police before any salary or wage reimbursement is paid.

Article 21 - Jury Leave

Section 21.1

The Employer shall pay all employees their regular rate of pay while serving on any jury. The employee shall forward their jury pay to the Employer. If the employee is excused or discharged from the jury before the workday ends, the employee must report immediately to the Employer for work. Employees who work the overnight or evening shifts shall be scheduled to the day shift for pay purposes during the tour of jury duty.

Article 22 - Training and Education

Section 22.1

Training requirements and programs shall be established by the Chief of Police. Training during regular hours shall be paid for as any other work assignment. Any required in-service training, while the employee is not on duty, will be compensated with pay at the rate of time and one-half (1 ½) or granted compensatory time off, at the employee's discretion, with pay at the rate of one and one-half (1½) times his basic hourly rate for any hours worked over eighty (80) hours in a fourteen (14) day pay period. For training purposes the Employer shall pay for or provide transportation, meals, lodging, tuition and travel time in accordance with the Federal Labor Standards Act (FLSA).

Section 22.2

In the event the Chief of Police provides an opportunity for training in a specialized area of law enforcement, notice for training shall be posted for seven (7) days to allow for interested employees to submit letters of interest or resumes. The selection of an employee to receive the specialization training is at the discretion of the Chief of Police.

Section 22.3

All special duty assignments established by the Chief of Police shall receive all proper and reasonable training and continuous in service training to maintain such skills and certification(s). All special duty assignments shall have written policies and/or procedures. All training costs, fees and tuitions shall be paid by the Employer which is subject to the availability of funding by the Employer.

Section 22.4

Employees may apply for educational reimbursement for taking educational courses which the City determines are job related and will improve the employee's performance. If education assistance is approved, the City will pay 50% up to $5,250.00 maximum reimbursement per calendar year.

The procedure for this educational benefit is:

1. Submit to the Clerk's Office the declared major and core curriculum set by the academic advisor of the required courses. The Clerk's Office will be responsible for the tracking of courses and tuition reimbursements.

   If an employee changes his/her declared major after the initial approval, the employee needs to request supervisor approval and submit a new request to the Clerk's Office including documentation of the new required courses before submitting grades for reimbursement.

2. Successful completion of the course, which is defined as receiving a grade equivalent of "C" or higher.

3. If an employee resigns or employment is terminated less than one year following completion of the course(s), one hundred percent (100%) of the total expenses shall be reimbursed to the City.

4. If an employee resigns or employment is terminated one (1) year or more but less than two (2) years after completion of the course(s), seventy-five percent (75%) of the total expenses shall be reimbursed.

5. If an employee resigns or employment is terminated two (2) years or more but less than three (3) years after completion of the course(s), fifty percent (50%) of the total expenses shall be reimbursed.

6. If an employee resigns or employment is terminated three (3) years or more but less than four (4) years after completion of the course(s), twenty-five percent (25%) of the total expenses shall be reimbursed.

   Payment of any costs owed to the City by the Employee shall be made in consecutive monthly payments in accordance with the following schedule:

Minimum Monthly Payment	Annual Percentage Rate
$100.00	6%

   The first payment shall be due 30 days after Employee's date of termination, and on the same date each month thereafter. Interest shall commence with the employee's date of termination and shall be calculated on the unpaid principle balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of principal.

7. Reimbursement-

   a. Approved degree and certificate programs may receive education assistance in the amount of 50% up to $5,250.00 maximum reimbursement per calendar year. The City reserves the right to amend the percentage and annual maximum reimbursement for education assistance as necessary in order to remain consistent with dollar limitations set in the Internal Revenue Service Taxable Fringe Benefit Guide, Section 20 Educational Reimbursements and Allowances. Reimbursement is for tuition, cost of books and labs. No tuition assistance is paid for supplies, transportation, or other expenses. No tuition assistance will be paid prior to the successful completion of an approved specific course as stated above.

b. Upon completion of the course(s) the final official grade along with the paid receipt or invoice from the college's financial office should be submitted to the Clerk/Finance Office prior to 30 days after course completion. If the employee fails to provide the city with this information, no reimbursement will be issued. After the 30 days expire there shall be no obligation on the part of the City to reimburse any part of the tuition.

c. If the employee resigns or is terminated for any reason, prior to receiving reimbursement for a completed course (s), there shall be no obligation on the part of the City to reimburse any part of the tuition.

d. The employee is responsible for reporting taxable income that may result from the reimbursement of higher education expenses. Information regarding the requirement is taxable income is available from the International Revenue Service Fringe Benefits Guide.

Article 23 - Evaluation Procedure

Section 23.1
Each employee shall be properly evaluated on an annual basis by their immediate supervisor. The evaluation shall be predominately law enforcement oriented and include a job performance rating for any special duty assignments the employee has performed.

Section 23.2
The employee may be required to sign the evaluation indicating knowledge of the evaluation. Such signature will not conclude any concurrence of the evaluation itself and the employee shall have the opportunity for input into the evaluation and will have ten (10) days to attach a separate response to the completed evaluation.

Article 24 – Clothing and Equipment

Section 24.1
The Employer will provide all necessary clothing and equipment for the employee to perform their duties, responsibilities and assignments. All clothing and equipment items will be issued in good working condition and if such items(s) should become damaged or worn, the employee will report said condition to the Chief of Police. An employee with assigned special duties will be issued special equipment to perform such special duties.

If any uniform or equipment item(s) should, for any reason, become too small or large, the Employer will replace said item. If an issued clothing and/or equipment item should become lost or stolen it shall be replaced by the Employer except in cases of gross negligence.

Section 24.2
The Employer may in their discretion add items to this list when it's deemed appropriate. All employees required to wear a duty uniform shall have three sets of said required uniforms. The following items will be provided by the Employer to all full time employees:

Clothing	Leather	Personal Equipment
Long Sleeve Shirts	Duty Belt	Glock 17
Short Sleeve Shirts	Trouser Belt	Weapons Magazine x 3
Trousers	Belt Keepers	Portable Radio
Light Jacket	Magazine Case	Radio Mic
Rain Coat	Radio Case	Asp 26" Baton
All Uniform Brass	O.C. Spray Case	O.C. Spray
Winter Gloves	Asp Baton Case	Body Armor
Pat Down Gloves	Key Keeper	Stream light Strion Flashlight or equivalent
Winter Cap	Surefire Case	Handcuffs x 2
Duty Footwear	Holster	Clip Board
YakTrak Foot Gear	Handcuff Case x2 *	Business Cards
Medical Case	Locker	Flashlight Ring Keys
* or double case		Ear Phone Kit

Section 24.3
The following items may, upon approval of the Chief of Police, be purchased by the employee and shall be reimbursed by the Employer: Winter cap, pat down gloves, winter gloves and footwear. The footwear shall not exceed $150.00 per pair.

Section 24.4
If an employees clothing and/or equipment should become exaggeratedly soiled, contaminated by dangerous chemicals, unknown substances, or human body fluids, the Employer shall be responsible for the proper cleaning and/or decontamination of such item(s).

Section 24.5
Full time employees with approval of the Chief of Police will receive a yearly allotment of department ammunition for target practice. Each employee is eligible to checkout six hundred (600) rounds of .9MM. Upon approval of the chief, within sixty (60) days before rifle qualification testing, the chief may issue up to six hundred (600) rounds of .223 rifle rounds or other approved caliber.

Article 25 - Use and Maintenance of City Owned Equipment

Section 25.1
City owned vehicles and equipment will be maintained at a level which will insure reasonable safety and reliability. Rules with respect to the care and maintenance of equipment by employees and the City may be promulgated by the City, in its sole discretion.

Article 26 - False Arrest Lawsuits

Section 26.1
The Employer agrees that it will defend any of its employees and, except in cases of malfeasance in office, willful and unauthorized injury to persons, property or willful or wonton neglect of duty, shall save harmless and indemnify such employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their employment duties.

~~**Article 27 – Union Dues**~~

~~Section 27.1~~

~~The Employee will be responsible for remitting their Union dues to the Chauffeurs, Teamsters and Helpers Local Union 238 per legislative changes.~~

Article ~~28~~ 27 – Savings Clause

Section ~~28~~27.1

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

Article ~~29~~ 28 – Seniority

Article ~~29~~28- Purpose: to establish definition of seniority for shift bidding of shifts and/or special duty assignments covered by the contract.

Section ~~29~~28.1

Seniority is defined as the employee's length of continuous full-time service with the Hiawatha Police Department since their last date of hire and shall be administered on a Bargaining Unit basis and amended only per the provisions of this Agreement.

Section ~~29~~28.2

Seniority shall be calculated starting from the first day of employment in the Police Department and shall not include time from a non bargaining position or time from a leave of absence in excess of 180 days except for medical leave of absence or military deployment.

Section ~~29~~28.3

Loss of Seniority; An employee shall lose or forfeit all of their seniority rights for any of the following reasons:

1. Employee resigns, quits or retires.
2. Employee is discharged for just cause unless reinstated through the grievance process.
3. Failure to secure a proper leave of absence or failure to return by the expiration date of leave of absence.
4. Employee fails to report to work after being properly notified to return following a layoff, per Article 9 Lay Off and Recall Section 9.1.
5. Employee layoff period exceeds two (2) continuous years.

Section ~~29~~28.4

Preservation of Seniority during Department Employment Outside of the Bargaining Unit

In the event an employee is promoted, transferred or otherwise leaves the Bargaining Unit their seniority shall not continue to accumulate but will remain available should the employee re-enter the Bargaining Unit. If said employee returns back to the Bargaining Unit, the Seniority shall be calculated starting from the original date of hire less time served in the non-bargaining unit position.

The Employer shall post a complete seniority list of the employees covered under this agreement on June 1st of each year.

Article ~~30~~ 29 – General Conditions

Section ~~30~~29.1
This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section ~~30~~29.2
This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted 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 Employer and the

Union, for the life of this Agreement, agreed 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.

Section ~~30~~29.3
This Agreement shall be a ~~one~~ three (~~1~~3) year agreement effective July 1, ~~2017~~ 2018 through June 30, ~~2018~~ 2021,~~due to wages and group insurance~~with wages and group insurance open during years two (2) and three (3) of the Agreement.

Section ~~30~~29.4
This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by November 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served; either party may offer any modification of Agreement.

Signed this _____ day of _____, 2018.

Chauffeurs, Teamsters and Helpers
Local Union No. 238, affiliated with the
International Brotherhood of Teamsters.

_____
Gary Dunham
Secretary – Treasurer

_____
Gary Mika
Business Representative

_____
Mark Keeney
Union Steward

_____
Brett Bartels
Union Steward

City of Hiawatha, Iowa

_____
Bill Bennett
Mayor

_____
Kim Downs
City Administrator

DRAFT

RESOLUTION NO. 18-
City Council

RESOLUTION APPROVING THE TEAMSTERS LOCAL UNION 238 CONTRACT AGREEMENT FOR CITY OF HIAWATHA POLICE UNION FROM JULY 1, 2018 THROUGH JUNE 30, 2021

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA: that the three (3) year, July 1, 2018 through June 30, 2021 contract agreement with wages and group insurance open during years two (2) and three (3), between the Hiawatha Police Union and The Chauffeurs, Teamsters and Helpers Local Union 238 is hereby accepted, and the Mayor and City Administrator are authorized to sign the contract.

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 4th day of April, 2018.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kelly Kornegor, City Clerk