

Collective Bargaining Agreement

Between

The City of Fort Dodge

And

Public Professional and Maintenance

Employees Local Union 2003, IUPAT

Police

July 1st, 2021 thru June 30th, 2022

Table of Contents

Item	Page Number
Article 1 - Preamble	1
Article 2 - Recognition.....	1
Article 3 - Rights & Responsibilities.....	2
Article 4 - Wages	2
Article 5 - Definitions	2
Article 6 - Hours of Work.....	2
Article 7 - Trade Time	5
Article 8 - Shift Differential.....	7
Article 9 - CID On Call Supplemental Pay & Flex Time	7
Article 10 - Seniority.....	7
Article 11 - Convention Delegates.....	7
Article 12 - Vacation.....	8
Article 13 - Holidays.....	9
Article 14 - Sick Leave	9
Article 15 - Leave for Serious Illness & Death in Family.....	10
Article 16 - Insurance.....	11
Article 17 - Leave of Absence	11
Article 18 - Grievance Procedure	12
Article 19 - Uniforms.....	13
Article 20 - Authorized Deductions.....	13
Article 21 - Retirement & Death Benefits	14
Article 22 - Health & Safety	14
Article 23 - Communication Committee	15
Article 24 - College Compensation	15
Article 25 - Union Business.....	16
Article 26 - Policy Changes	16
Article 27 - Advancement by Merit.....	16
Article 28 - Terms of Agreement.....	17
Signature Page.....	18
Exhibit "A" Wage Grades.....	19
Exhibit "B" Salary Matrixes	20 - 21

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF FORT DODGE, IOWA
AND
PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES
LOCAL UNION NO. 2003, IUPAT**

ARTICLE 1

PREAMBLE

Section 1. This Agreement is executed by the City of Fort Dodge, Iowa, hereinafter termed "Employer" or the "City," and Public Professional and Maintenance Employees Local Union 2003, IUPAT, hereinafter termed the "Union".

Section 2. It is the intent and purpose of this Agreement to promote and ensure a spirit of confidence and cooperation between the City of Fort Dodge, Iowa, and the members of the Union, and to set forth the personnel, compensation, and procedural policies agreed to by the members of the Union and the City of Fort Dodge. Any Article of this Agreement, paragraph, or part thereof, in conflict with the Civil Service laws, the regulations of the State of Iowa governing police departments or the Public Employment Relations Act, shall be void and of no force and effect.

ARTICLE 2

RECOGNITION

Section 1. The principles of collective bargaining have brought together representatives of the Union and representatives of the City of Fort Dodge, Iowa, for the purpose of negotiating personnel practices, conditions of work, and rates of pay for the period commencing July 1, 2021 through June 30, 2022.

Section 2. The City of Fort Dodge hereby recognizes the Union as the sole and exclusive bargaining agent for those employees in the following described Unit as defined by the Iowa Public Employment Relations Board in Case No. 5367, to wit: Lieutenants, Sergeants and Patrolman (Police Officer), in all grievances that may arise regarding hours, wages and general working conditions during the effective period of this Agreement. Excluded from the unit are the Chief of Police, Assistant Chief of Police, Captains of Police, Meter Repairman, Meter Maids, Maintenance Men, Office Clerical Employees and all people by law excluded.

Section 3. The parties agree that this Agreement shall be opened for negotiation no later than 165 days prior to the certified budget submission date of the City and that during the period from the commencement of the negotiation of 120 days prior to the certified budget submission date, the Parties shall meet and endeavor to reach agreement. After said date, the impasse, procedures of the Public Employment Relations Act, Chapter 20, Code of Iowa, as amended shall apply unless the parties mutually agree in writing to waive the statutory procedures, either in part or in whole.

ARTICLE 3

RIGHTS AND RESPONSIBILITIES

Section 1. Non-Discrimination: The Employer and the Union agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, or religion; nor will there be any effort or attempt to cause such discrimination.

Section 2. Union Membership: 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 employees to refrain from Union membership. There shall be no discrimination by either party because of membership or non-membership in the Union.

ARTICLE 4

WAGES

Section 1: Rates of Pay. The rates of pay covering the members of the Fort Dodge Police Bargaining Unit, effective July 1, 2021 through June 30, 2022 shall be as set out in Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: Recruitment of Certified Officers. The Chief of Police shall have the discretion to start officers who are currently ILEA certified at a step above the A, not to exceed step C, Pay Grade 21, based upon the applicant's prior law enforcement experience and qualifications. Officers may be given one step on the wage scale for every 2 years of full-time law enforcement experience.

Section 3: Pay Period. Pay checks will be issued bi-weekly on Friday, with the payroll cut-off date midnight Saturday preceding the pay date.

Section 4: Time Sheets. Any employee or his representative shall have the right to examine the time sheets and other records pertaining to the computation of pay or benefits of that employee at reasonable times with permission of police administration.

ARTICLE 5

DEFINITIONS

Section 1: "Act" shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

ARTICLE 6

HOURS OF WORK

Section 1: Each member of the Fort Dodge Police Department subject to the terms of this Agreement shall work twelve (12) hour shifts, eighty-four (84) hours per period.

Section 2: The normal work schedule for all shift patrol officers shall be three (3) work days on followed by two (2) days off; two (2) days on followed by three (3) days off; two (2) work days on followed by two (2) days off. At any time that the City or the Union would like to discuss a different schedule, both parties agree to meet and confer about that schedule. If the parties agree on a new schedule, it will be on an agreeable trial period. Schedules will not be changed except by mutual agreement between the City and the Union.

Staff assigned to the Criminal Investigations Division (CID) will work eighty-four (84) hours per pay period at the discretion of the Department. The normal work schedule for all CID officers shall be four (4) eight and one-half (8 ½) hour work days followed by one (1) eight (8) hour day. If the parties agree on a new schedule, it will be on an agreeable trial period. Schedules will not be changed except by mutual agreement between the City and the Union.

Section 3: When an Officer is called back and works overtime Sunday (midnight to midnight), the Officer will be compensated at a rate double the employee's normal hourly rate for each hour worked overtime.

Section 4: Overtime and Call Backs. Any hours a patrol officer works in excess of twelve and one-half (12 ½) hours per shift or eighty-six (86) hours in a pay period or call backs on days off shall be at the rate of time and one-half. Any hours CID officers work in excess of eight and one-half (8 ½) hours per shift or eighty-six (86) hours in a pay period shall be at the rate of time and one-half.

There will be a two-hour minimum for all call backs. If overtime or callback time is on a Sunday, a holiday (to include both the employee's designated holiday and those listed in Article 11), or a vacation day it shall be at the rate of double time.

Section 5: The Employer shall maintain records of overtime for each employee. Such records shall be available for inspection by the employee upon reasonable request time.

Section 6: Standby. In the event a patrol officer is required to be on *standby* for any shift or part of a shift, the Officer shall receive three (3) hours straight time pay.

Section 7: Court Appearance. A minimum of two (2) hours straight time shall be given for court appearances during off duty hours. Multiple hearings on the same day will not count on separate incidents for the purpose of the minimum. However, if there is a delay of one hour or more between separate cases on the same day, more than one minimum shall be granted with the provision that no more than two (2) minimums shall be granted per calendar day. All actual time in excess of one and one-half hours for the case on a given day shall be compensated for the rate of time and one-half.

Section 8. Compensatory Time. An employee may elect to take compensatory time off in lieu of cash payment for any hours earned and paid at time and one-half the employee's regular hourly wage rate. Actual hours shall be authorized on forms provided by the City for this purpose and will be returned to the Commanding Officer in charge of the unit or shift. Compensatory time at the rates herein set out shall be given but the actual dates and time of said time off shall be subject to the approval of the Shift or Unit Commander.

Section 9. Once every six months, on dates selected by the City, employees must elect to take unused comp time (comp time for this section is inclusive of court time) or cash in lieu thereof.

If the employee elects to take comp time, the time off must be taken within the following six months.

Section 10. When compensatory time off is requested by an employee during the pay period in which it is earned and their request is approved, the employee will be allowed to complete their normal work schedule.

Section 11. Canine Handler. The Canine Handler shall receive twelve hours flex time per month for the daily care, upkeep, and training of the dog.

Section 12. Any officer wishing to switch shifts shall submit a written request to the Chief's office by June 1 and/or December 1 each year. Shift employees will work the twelve (12) hour shift that they are assigned for four (4) months. The four month shift change will normally occur in March, July, and November or as close thereto as is reasonable. The months in which the shift change takes place may be moved upon mutual agreement of both parties. If employees wish to switch, it shall be by agreement of both employees and the City. This will be accommodated if possible but shall be handled on a case-by-case basis.

Section 13: Employees who are engaged in the following management approved activities will be provided flex time at time and one half for those hours which are not part of the regular scheduled work day.

1. Training that is a minimum requirement for the continuation of certification as a peace officer in the State of Iowa.
2. Serving as an instructor, per ILEA request.
3. Community outreach such as Citizens' Academy and safety presentations at schools and local businesses.

Employees who request or are assigned to training beyond the minimum required for certification and whose request or assignment for training is approved by the Police Chief or the Police Chief's designee shall have their work schedule temporarily changed to accommodate the training for that period of time during which the training is held to be a part of the 84 hours of scheduled work time within the cycle period. SERT team members shall have their training flex time at time and one half.

Employees who work hours that are greater than 84 but less than or equal to 86 hours within a cycle period shall have those hours between 84 and 86 placed into a flex bank of hours on an hour for hour basis to a maximum of 60 hours. If an officer reaches the maximum accumulation of 60 hours and does not schedule time off, their Command Staff shall be allowed to schedule time off for that officer in full day increments. Flex time which is approved by command staff shall be treated in the same manner as holidays and vacation. Any flex time balance in the officer's account shall be paid out for positive time balances or deducted for negative time balances from the officer's final paycheck at the time of separation from employment.

Section 14: The City and Union agree that there shall be up to 40 hours of in-service training during the calendar year. The City will strive to hold training in 6 - 8 hour increments to the extent possible as curriculum allows. Training days may be combined into two day increments, but only as needed based on the training curriculum.

Section 15: SERT Assignments. Members of the Special Emergency Response Team (SERT) will be compensated as follows:

1. SERT members who are required to report for duty on days that they are scheduled to work:
 - a) SERT members who are required to report to work two (2) or more hours prior to their regular shift shall receive a two-hour minimum comp time at time and one-half for all time worked before the start of their shift. Any additional hours worked up to start of their shift will be paid at a rate of time and one-half.
 - b) If the SERT assignment requires a member to report for duty less than two (2) hours prior to the start of their regular shift, comp time shall be provided at a rate of time and one-half.
 - c) For SERT assignments immediately following their regular shift, all time worked shall be comp time at time and one-half. Immediately following their shift means the member is not relieved of duty at the end of their shift to go home. They are expected to work continuously and transition right into their SERT assignment.
2. SERT members who are required to report to duty on a scheduled day off:
 - a) SERT members who are required to report for duty on a scheduled day off shall receive a minimum of two (2) hours comp time at a rate of time and one-half.
 - b) Hours actually worked in excess of two (2) hours shall be comp time at a rate of time and one-half.
 - c) SERT assignments that fall on a scheduled day off that is a Sunday, a vacation day or holiday, (to include both employee's designated holiday and those listed in Article 11) the hours shall be comp time at a rate of double-time.

ARTICLE 7

TRADE TIME

Trade time may be granted in accordance with the following provisions:

1. Trade time will be used only when the ordinary ways of obtaining time off are not available.
2. Officers requesting trade time shall submit the request through the chain of command on the "Trade Time Request Form". The "Trade Time Request Form" must be signed by each officer involved in the trade. Trade time is granted after it has been approved by the supervisors of the trading officers. This form will be forwarded to the Department Secretary for documentation. The Patrol Captain will be sent an electronic copy of the form for their records.
3. Trade time will only be initiated by bargaining unit members. Officers requesting trade time should submit such requests more than twenty-four (24) hours prior to start of the shift being traded. If the need for a trade arises inside of the twenty-four (24) hour window the trade can still be made with the approval of the supervisors of the two (2) officers.

4. No more than twelve (12) trades may be used during each calendar year and may not be accumulated from one (1) year to another.
5. Only four (4) trades are allowed in a thirty (30) day period without the approval of the Patrol Captain. A trade can include up to two (2) days in a row as one (1) trade.
6. For purposes of accounting, only the officer initiating the trade will be credited with the trade time.
7. Trade time pay back must be completed within a thirty (30) day period of the first shift (or hours) traded.
8. Only the initial two (2) officers may be involved in the trade.
9. Trade time may not be treated as overtime.
10. In order to participate in the "Trade Time" program, you must have at least one (1) year of service on the Fort Dodge Police Department.
11. Trade time will not be used for absence from any scheduled departmental training.
12. Any officer who, without justification, fails to honor his/her trade time commitment will be subject to the following.
 - a. 1st Violation - Disciplinary write up and loss of time equal to time and one-half (1.5) times the amount of time set out in the trade agreement. This will be taken from Vacation, Holiday or Flex Time.
 - b. 2nd Violation - Disciplinary write up, loss of Vacation and/or Holiday time equal to time and one-half (1.5) times the amount of time set out in the trade agreement, and the loss of Trade Time privileges for one (1) year from the date of the incident.
13. Unfulfilled Trade Forgiveness. The City agrees to forgive an unfulfilled trade(s) where the City terminates the officer's employment due to the following:
 - c. A departmental reduction in force; or
 - d. If an officer is killed while on duty, dies while not on duty, or is permanently and total disabled as defined under Chapter 85 or Chapter 411 of the Iowa Code.
14. The City and Union agree that an officer's voluntary termination of his/her employment, or the City's termination of an officer's employment for any reason other than those stated in section 13, are not conditions requiring forgiveness of any unfulfilled trades.
15. If an officer separates from employment for any reason other than those stated in section 13 prior to that officer fulfilling his/her trade agreement obligation, then that officer will be required to pay the city back all unfulfilled trade time hours at the rate of time and one-half (1.5).

ARTICLE 8

SHIFT DIFFERENTIAL

Patrol officers normally assigned to work the night shift commencing at 6:00 p.m. and ending at 6:00 a.m. shall be paid fifty cents (.50¢) extra for all hours worked and for holidays, job related injury and compensatory time earned.

ARTICLE 9

CID ON CALL SUPPLEMENTAL PAY AND FLEX TIME

Section 1: CID officers are expected to respond to duty around the clock. In recognition of this, CID officers shall be paid twenty-five cents (.25¢) for all unscheduled hours.

Section 2: Management shall assign a CID officer to be on call for weekend duty and will rotate officers to ensure fairness. Officers will earn six (6) hours of flex time for each weekend on call assignment.

ARTICLE 10

SENIORITY

Seniority among the members of the Fort Dodge Police Department shall be determined pursuant to Iowa Code Section 400.12. In the event that a layoff should occur in the Fort Dodge Police Department, said reduction in employment shall be pursuant to Section 400.28 of the Code of Iowa. Computation of sick leave shall be pursuant to seniority, as herein defined.

If a layoff should occur in the Fort Dodge Police Department, the City shall provide a minimum of thirty days' notice prior to the effective date of the layoff to the affected employee(s) of the department.

ARTICLE 11

CONVENTION DELEGATES

Section 1. Up to four (4) members of the Fort Dodge Police Department may attend the local, state or national level and will be granted time off with pay (training days) and sufficient leave of absence to attend State Board Meetings or conventions. This Article refers to meetings of the local, state and national professional associations only. Such attendance will not disrupt departmental operations or create unnecessary overtime.

Section 2. One member of the Public Professional and Maintenance Employees, Local 2003 IUPAT will be allowed to attend the State Executive Board Meeting and one member will be allowed to attend the National Convention at their own cost provided one month's advance notice in writing is provided to the Chief of Police and provided that such attendance will not disrupt departmental operations or create unnecessary overtime.

ARTICLE 12

VACATION

Section 1. All members of the Fort Dodge Police Department Bargaining Unit will be granted vacations with pay on the following basis:

Vacation Amount per Year	Total Hours	Earned Per Regular Hour Paid Each Pay Period	Earned Each Pay Period
Upon hire thru second year	48	0.0220	1.8462
Two weeks after two years' service.	84	0.0385	3.2308
Three weeks after six years' service.	126	0.0577	4.8462
Four weeks after ten years' service.	168	0.0769	6.4615
Five weeks after fourteen years' service.	210	0.0962	8.0769

Vacation accrual rates will change on the employee's anniversary date.

Section 2. Each employee shall select their vacation blocks for the year by the end of January, in order of seniority within each shift. Employees shall schedule between twelve (12) and eighty-four (84) hours in one block of vacation time. When each employee has made one choice, the selection process shall begin again in the same order. The selection process shall continue until each employee has selected enough to exhaust his/her vacation eligibility or until they are at or below forty (40) hours of vacation time remaining. Employees may reserve from the vacation selection process up to 40 hours of vacation time. In making their final selections, employees may use scheduled holiday time or accrued comp time to round out the number of vacation eligibility days.

Upon completion of the vacation selection process, on a first come – first serve basis, vacation time may be selected with management approval. Vacation may be taken in a minimum of four (4) hour increments, unless the employee has less than the four (4) hours left. Carryover of vacation is not allowed without written authorization of the Chief of Police. Any vacation carry over amounts authorized by the Chief of Police must be utilized no later than March 31 of the year in which the carryover occurs or be forfeited.

No more than two employees from the same shift shall be granted scheduled time off simultaneously using any type of paid time off they have available. Time off will be with the approval of the shift supervisor and at the discretion of the supervisor.

Employees will be allowed to schedule and use vacation hours prior to actual accrual of those hours within a calendar year. Should an employee leave employment with the employer and have a negative balance of vacation hours accrued, the employee shall reimburse the employer for the value of those negative hours.

The City shall provide, by January 1st of each year, a list of expected hours earned for the upcoming calendar year to members of the bargaining unit to enable them to appropriately plan and schedule vacation times for the upcoming calendar year.

ARTICLE 13

HOLIDAYS

Members of the Fort Dodge Police Department shall receive ninety-six (96) hours off per year in lieu of the eight (8) recognized holidays and these shall be taken within the calendar year in which they accrue. The actual dates taken are to be with the approval of the Supervisory Shift Captain. Recognized holidays shall be:

- 1) New Year's Day
- 2) Memorial Day
- 3) Fourth of July
- 4) Labor Day
- 5) Veteran's Day
- 6) Thanksgiving Day
- 7) Christmas Eve
- 8) Christmas Day

Employees are allowed to schedule any number of holiday hours in any given month with management approval. Holiday time not used in the calendar year will be lost.

Any officer who does not use any sick days during the calendar year will receive twelve (12) hours off as a floating holiday during the following year.

ARTICLE 14

SICK LEAVE

Section 1. All employees shall accrue sick leave at the rate of twelve (12) days per year, credited at .06593 per hour paid, which is 5.5385 hours total per pay period. Each employee shall be credited with an additional one-half day of sick leave for each month in which no sick leave is taken, to be accrued each year.

Section 2. Sick leave shall be accumulated up to a maximum of one thousand six hundred (1600) hours.

Section 3. It is the responsibility of each member of the Police Department seeking sick leave to notify the Shift Commander or the officer in charge at least one (1) hour prior to his or her normal starting time. If an employee is unable to call in within this one (1) hour time period, the officer shall supply an explanation why such a call-in was not possible.

Section 4. An employee who is injured on the job shall make a report of the accident to the officer in charge of the shift. Absences from work due to an on-the-job injury will not be charged to an employee's sick leave account.

Section 5. The City shall have subrogation rights to any benefits paid to an employee making a claim for sick leave and/or medical coverage when the employee's injury or illness is caused by a third party or arises out of and in the course of employment by a third party.

Employees shall fully cooperate with the City in its prosecution of its subrogation rights.

Section 6. The City, for employees less than three (3) years of service, shall advance up to eighty (80) hours of sick leave if the officer has no sick leave, comp time or paid hours on the books. If the officer quits or is terminated before the sick leave is accumulated greater than the advance, then the City at the time of the termination may deduct such hours from the officer's final payoff. If the officer quits or is terminated and does not receive a final pay off sufficient to recover advanced hours, the employee shall reimburse the City for the value of any advanced time.

ARTICLE 15

LEAVE FOR SERIOUS ILLNESS OR DEATH IN FAMILY

Section 1. In case of death in a member's immediate family, as defined in Section 2 below, said employee shall be allowed up to forty (40) hours off from work, either at the time of the death or at the time of the funeral, without loss of pay.

Section 2. When an employee is called to serve as a pallbearer, the employee shall receive pay for the reasonable time lost up to a maximum of four (4) hours. Any other time off for funerals shall be allowed at the discretion of the Shift Captain or the Chief of Police.

Section 3. The immediate family shall include spouse, children, parents, current spouse's parents, or any other person legally declared a dependent under I.R.S. rules.

Section 4. The employee shall be allowed up to twenty four (24) hours off at the time of death or funeral, without loss of pay, in the following cases: step parents, siblings, grandparents, aunts, uncles, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, step-brother or step-sister if the employee desires to be with the family or attends the funeral.

Section 5. An employee who is compelled to be absent from work because of a serious illness or other FMLA qualifying event in the immediate family as defined in section 3 above shall be allowed a maximum of forty (40) hours off without loss of pay per calendar year. An FMLA qualifying event includes any of the following:

1. at the time of birth of his/her child; or
2. for the needs directly related to the adoption of his/her child, to include foster care; or
3. due to serious illness as defined in the provisions of the Family Medical Leave Act (FMLA) of 1993 and the City's FMLA policy, in the immediate family.

The City shall comply with the provisions of the Family and Medical Leave Act (FMLA) of 1993 and the City's FMLA policy. Absences of greater than three (3) consecutive days or continued re-occurrence of illness or injury shall be considered for FMLA eligibility.

ARTICLE 16

INSURANCE

1. The City shall provide group health insurance benefits that are substantially comparable to Plan A and Plan B summarized below. The City shall have, however, the discretion as to the provider and the insurance contract. Any dispute as to whether benefits are comparable shall be subject to the grievance procedure.
2. The City will pay 100% of the premium cost of a dental insurance plan for all employees covered by this agreement and their dependents.
3. A committee of three maximum can meet with the Mayor's designee to discuss claim problems that unit members may be having with this insurance.

The city shall provide two health insurance plans that employees may select from. The selection of plan A or plan B is at the option of the employee. Employees who fail to make an affirmative choice during the open enrollment period shall be determined to have chosen plan A for the purposes of selecting a health plan option. Open enrollment will generally take place between the dates of October 15th and November 15th of each plan year.

Plan A

Plan A is a high deductible health plan (HDHP) with a health savings account (HSA). This insurance will have a deductible of \$2500 for single coverage and \$5000 for family coverage. Maximum out of pocket for single is \$2500 and for family \$5000. The City will contribute one half of the deductible amount to a health savings account for each employee who participates in a high deductible health plan. This contribution will occur monthly with one-twelfth of the contribution to be made each month. Employees on this plan are eligible to contribute to a limited purpose flexible spending account, for dental and vision expenses only. Employees may make a contribution to their HSA in addition to the employer's contribution up to the maximum specified by the IRS for that year.

Plan B

Said insurance shall include 80/20 co-insurance, \$500/\$1000 deductible, \$1000/\$2000 maximum out of pocket and Rx drug provision of \$5 generic, \$20 brand name and \$85 specialty drug co pays. Employees shall contribute 8% of the premium cost of this insurance plan on a pre-tax basis. Employees in this plan only are eligible for reimbursement of 80% of the \$500/\$1000 deductible upon presentation of proper documentation that such deductible has been paid. The hospital, medical and major medical benefits in effect on will remain in effect throughout the term of this agreement as long as the provisions of Alliance Select or a similar such program are followed.

ARTICLE 17

LEAVE OF ABSENCE

All members of the Fort Dodge Police Department shall be granted leave of absence without pay for good cause and with the consent of the City Manager or his/her designee, without prejudice to seniority or other rights, providing the leave of absence shall not be used for the purpose of securing or accepting remunerative employment elsewhere.

Ordinary leave of absence shall be limited to ninety days, but Chapter 400.12 shall dictate what portion of this leave shall count towards the individual's seniority. A leave of absence for educational purposes may extend up to twenty-four months.

ARTICLE 18

GRIEVANCE PROCEDURE

Section 1. The term *Grievance* shall mean a dispute between the parties as it relates to the terms of this agreement. A Grievance shall be handled in the following manner:

- (a) The grievance must be brought to the attention of the Chief within five (5) days of its alleged occurrence. This may be done either orally or in written form. Written grievances would be preferred.
- (b) The Chief or the individual in command in the absence of the Chief due to vacation or illness shall have five (5) days in which to answer the grievance.
- (c) The aggrieved Party may appeal the decision in Step (b) to a City Management Committee consisting of the Human Resource Director, City Manager, and Police Chief. This must be done in writing within five (5) days after the Chief has given his response.
- (d) The City Management Committee will have seven (7) days in which to answer the grievance.
- (e) If the grievance has not been resolved after Step (d), the Union may within five (5) days request binding arbitration as prescribed in the Iowa Public Employment Relations Act. Arbitration costs shall be shared equally by the parties.

The City and the Union, by mutual agreement, may request mediation within five (5) days after Step (d) to help bring resolution to the grievance. If mediation is agreed upon, the City and the Union shall attempt to agree upon a mediator. If the parties cannot agree upon a mediator, they shall request that PERB appoint a mediator. If the issue(s) are not resolved to both parties satisfaction in mediation the Union shall request binding arbitration within fourteen (14) calendar days after the mediation session.

- (f) The time limits specified in the grievance procedure shall exclude Saturdays and Sundays and observed holidays.
- (g) Each party may ask for an extension of not more than sixty (60) days, after the neutral has been selected.

The time limits hereinabove are to be strictly construed and each party will make every effort to settle the grievance equitably at each step.

Members of the Grievance Committee may meet with the City Management Committee for the purpose of resolving said grievance during duty hours. A reasonable amount of time will be allowed for investigation and preparation of grievances consistent with the public safety.

Grievances relating to original entrance, seniority, promotion, removal, demotion or suspension or other matters accepted under the jurisdiction of the Civil Service Commission shall be handled in accordance with Chapter 400 of the Code of Iowa only and shall not proceed under the grievance procedure.

ARTICLE 19

UNIFORMS

The City of Fort Dodge shall supply three pairs of pants and three summer shirts, three winter shirts, and one tie to all uniform officers. Footwear shall be issued to each officer with each officer receiving one boot-type as needed with a reimbursement maximum of \$150. Officers selecting a boot over \$150 shall be responsible for excess cost and taxes over the \$150 limit.

Non-uniformed officers shall be allowed a \$550 per year clothing allowance.

The City of Fort Dodge shall provide dry cleaning services for dry clean only items and other items as needed with prior approval of the Chief of Police or his designee.

The City of Fort Dodge shall supply all members of the Fort Dodge Police Department with personal protective gear.

Upon hire, if the officer does not already own a handgun which meets the City's requirements, the City will provide the officer a hand gun, type and caliber to be selected by the City. Within the first year of employment officers shall purchase and carry a handgun of their own choosing provided the following conditions are met:

1. The hand gun shall be purchased and owned solely by the employee.
2. The employee shall be responsible for the upkeep and maintenance of the hand gun at the employee's expense.
3. The handgun chosen must be of a 9MM, .40 Caliber or .45 Caliber, and must be able to utilize standard issued ammunition as supplied by the employer. Hand guns chosen must be in accordance with the policy of the Fort Dodge Police Department.
4. The employee must return any employer issued handgun and holster in their possession.
5. The employee must purchase his/her own level three, black leather basket weave holster.
6. The employee must purchase his/her own black leather basket weave magazine pouch if necessary.

Officers assigned to CID may purchase a holster for use subject to approval by the employer.

The City agrees to pay for watches and prescription lens, and up to one pair of contact lens per fiscal year, which are damaged in the line of duty, on the job. Repairs or replacement shall not exceed \$30 for watches and \$60 for eyeglass frames, prescription lens will be paid for in total. The eye examination will not be paid for unless the examination is necessary due to the nature of the accident.

All City issued items shall be returned upon termination of employment.

ARTICLE 20

AUTHORIZED DEDUCTIONS

Section 1. The City shall deduct, as each employee who shall authorize it in writing, on a form which is on file with the City and which has not been revoked or declared by law to be illegal,

from each pay period except in the middle pay period in those months having three (3) pay periods, an amount of money as authorized in writing by such employee. The City Clerk shall within ten (10) days after the deduction, as hereto set forth, transmit to the appropriate financial institution, the total of such amount deducted from the employee's paycheck. At such time of transmission, the City of Fort Dodge shall be absolved and discharged from any further liability and responsibility. In the event this procedure is declared illegal, then the City shall be under no liability or responsibility to check off for the Credit Union.

ARTICLE 21

RETIREMENT AND DEATH BENEFITS

Any member of the Fort Dodge Police Department retiring on service with twenty-two (22) years of service with City of Fort Dodge Police Department or disability retirement will be entitled to pay for his unused vacation period and holiday period and 60% of accumulated sick leave up to maximum of twelve hundred (1200) hours (.6 x 1200 maximum = 720 hours maximum paid).

In the event of the death of a member of the Police Department covered by this agreement, his estate will be paid his unused accrued vacation. Life insurance on each officer will be \$20,000.

The definition of retirement shall be construed pursuant to Chapters 400 and 411 of the Code of Iowa.

ARTICLE 22

HEALTH AND SAFETY

Section 1. Physical Examinations. The City shall provide physical examinations for all Police Department members every two years and a schedule shall be setup with one-half the Department members taking physicals each year. Tetanus and booster shots shall be given to the members of the Police Department upon the recommendation of the physician. The City shall provide electrocardiograms to members of the Police Department upon the recommendations of a physician. A copy of the results of said physical examinations and medical procedures paid for by the City shall be provided to the Human Resources Department for inclusion in the employee's personnel file.

Section 2. Vaccinations. The City will, as required by law, offer to all Police personnel on a voluntary basis Hepatitis B vaccinations at no cost to the employee. The City will keep a record of each employee who received the vaccinations and medical documentation that the vaccine took effect.

Section 3. Protective Vests. The City will purchase one bullet-proof vest for each bargaining unit employee, and such vests will be worn at all times while on duty. The City shall replace protective vests after being used for five years.

ARTICLE 23

COMMUNICATION COMMITTEE

Section 1. The Police Chief and the City Manager’s designee may meet monthly, as needed, with representatives of the Fort Dodge Police Bargaining Unit. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party. On-duty time shall be provided for three Bargaining Committee Officers and may be increased if both parties mutually agree.

Section 2. It is agreed that pending grievances will not be discussed at these meetings.

ARTICLE 24

COLLEGE COMPENSATION

In an effort to promote employee development, the City of Fort Dodge shall pay each *non-probationary* officer additional pay according to the following table:

.5 step increase	Certificate in Law Enforcement from an accredited college or university.
1 step increase	A.A. in Law Enforcement, an A.A.S. in Law Enforcement or a B.A, B.S. degree in any field from an accredited college or university.
1.5 step increase	B.A or B.S. degree from an accredited college or university with major course work in a law enforcement, criminal justice, police science, public administration, or a closely related field. The City and Union shall work together to review official transcripts and make a determination as to whether a degree not listed above shall qualify as a closely related field. A degree in a closely related field shall be defined as that which the employee is expected to apply their knowledge and expertise, as indicated on their official B.A. or B.S. college transcript, on a regular, continual basis within the course of their assigned police work. Both parties agree to apply this understanding of a closely related field to determine whether or not an officer qualifies for the additional college credit pay.

All personnel wishing to secure compensation for college credit must submit to the Chief of Police, prior to granting a credit, an official transcript of college credit earned. If said transcript is not from Iowa Central Community College or other recognized institution of higher education certified by the North Central Accreditation Association, or contains credit hours which on their face would appear not to be acceptable for credit at Iowa Central Community College in the Law Enforcement curriculum, then said transcript must have attached thereto a Certificate of Acceptance of Credit from Iowa Central Community College.

ARTICLE 25

UNION BUSINESS

Section 1. Members of Public Professional and Maintenance Employees, Local 2003 may meet with the designated representatives of the City for the purpose of negotiations, mediation, fact finding and arbitration during duty hours, not inconsistent with public safety.

Section 2. No more than two (2) from any shift on duty may attend these meetings.

ARTICLE 26

POLICY CHANGES

Section 1. Any change in the official policy of the Fort Dodge Police Department, which affects an employee covered by this Agreement, shall be in writing to each individual.

Section 2. The City will provide the Union with a copy of all current rules, regulations, and procedures. In the event modifications or additions are made to the rules, regulations, and procedures, the City will provide the Union with any updates.

ARTICLE 27

ADVANCEMENT BY MERIT

A. Procedure:

A Police Officer who has reached Grade 21, Step C, may apply to receive a meritorious step increase to be effective on their fifth year anniversary date if they meet or exceed all of the standards established for a meritorious step increase. If the Police Officer receives this increase, they will remain in Step D for two (2) years before becoming eligible for Step E in conformance with the collective bargaining agreement. All of those eligible during a fiscal year must apply to the Police Chief to qualify for the meritorious increase prior to July 1st of that fiscal year.

A Police Officer who has not qualified for the merit increase to Step D noted above may qualify for a meritorious increase to Step E effective on their sixth year anniversary date exclusive of their probationary period after they have reached Grade 21, Step D, if they meet or exceed all of the standards established for a meritorious step increase. All of those eligible during a fiscal year must apply to the Police Chief to qualify for the meritorious increase prior to July 1st of that fiscal year.

A Police Officer may receive only one such meritorious increase. The Chief will notify the Human Resources of all of those who are entitled to a merit increase.

B. Standards:

The meritorious standards shall include the following:

1. Firearms - the Police Officer must achieve a minimum score of 90 on the firing range.
2. Physical - the Police Officer must pass the current entrance physical agility examination

and its standards.

3. Written Examination - the Police Officer must achieve a minimum score of 75% on a written examination, which will test the knowledge and skills required of modern police patrol work.


ARTICLE 28

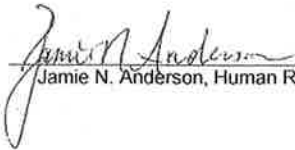
TERMS OF AGREEMENT

The parties mutually agree that for the purposes of contract language, this agreement is for a period of four years, July 1st, 2021 through June 30th, 2022.

Signature Page

For the City of Fort Dodge


Matt Bemrich, Mayor


Jamie N. Anderson, Human Resources Director 2/5/2021

For the Union
PPME, Local 2003, IUPAT Police


Mark Hubbard, Union Business Representative


Larry Hedlund, Union Steward

Approved as to Form

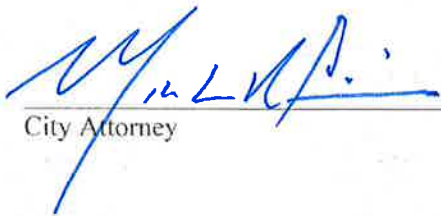

City Attorney

EXHIBIT "A"
POLICE DEPARTMENT
WAGE GRADES

Probationary Non-Certified Police Officer	20 A
Probationary Certified Police Officer.....	21 A
Police Officer.....	21
Sergeant	22
Lieutenant	24

Advancement through the steps in each pay grade shall be as follows:

Probationary Police Officer/Non-Certified – one year Grade 20/A.

Probationary Certified Officer – one year at Grade 21/A

Non-Probationary/Certified Probationary:

- (a) One (1) year in Step A.
- (b) Two (2) years in Step B.
- (c) Two (2) years in Step C.
- (d) Two (2) years in Step D.
- (e) Five (5) years in Step E.

Probationary period for certified officers is nine (9) months per Iowa Code 400.8(3).

Cost of Living increases across the board for all employees in the Bargaining Unit beginning with:

7/1/2021 - 2%

1/1/2022 - 2%

Term – 1 year July 1, 2021 to June 30, 2022

84 hours per pay period

2% Increase

Hourly rate times 84 equals bi-weekly rate

Hourly rate times 2184 equals annual rate

Exhibit B
Salary Schedule

Police
7/1/2021

Grade		A	B	C	D	E	F
19	Annual	\$52,555.10	\$55,068.25	\$57,586.29	\$60,326.02	\$63,130.21	\$66,286.73
	Bi-weekly	\$2,021.35	\$2,118.01	\$2,214.86	\$2,320.23	\$2,428.09	\$2,549.49
	Hrly	\$24.06	\$25.21	\$26.37	\$27.62	\$28.91	\$30.35
20	Annual	\$55,068.25	\$57,586.29	\$60,326.02	\$63,130.21	\$66,142.52	\$69,438.23
	Bi-weekly	\$2,118.01	\$2,214.86	\$2,320.23	\$2,428.09	\$2,543.94	\$2,670.70
	Hrly	\$25.21	\$26.37	\$27.62	\$28.91	\$30.28	\$31.79
21	Annual	\$57,586.29	\$60,326.02	\$63,130.21	\$66,142.52	\$69,347.10	\$72,829.88
	Bi-weekly	\$2,214.86	\$2,320.23	\$2,428.09	\$2,543.94	\$2,667.20	\$2,801.15
	Hrly	\$26.37	\$27.62	\$28.91	\$30.28	\$31.75	\$33.34
22	Annual	\$60,326.02	\$63,130.21	\$66,142.52	\$69,347.10	\$72,626.38	\$76,298.04
	Bi-weekly	\$2,320.23	\$2,428.09	\$2,543.94	\$2,667.20	\$2,793.32	\$2,934.54
	Hrly	\$27.62	\$28.91	\$30.28	\$31.75	\$33.25	\$34.94
23	Annual	\$63,130.21	\$66,142.52	\$69,347.10	\$72,626.38	\$76,153.69	\$79,947.85
	Bi-weekly	\$2,428.09	\$2,543.94	\$2,667.20	\$2,793.32	\$2,928.99	\$3,074.92
	Hrly	\$28.91	\$30.28	\$31.75	\$33.25	\$34.87	\$36.61
24	Annual	\$66,142.52	\$69,347.10	\$72,626.38	\$76,153.69	\$79,748.83	\$83,750.08
	Bi-weekly	\$2,543.94	\$2,667.20	\$2,793.32	\$2,928.99	\$3,067.26	\$3,221.16
	Hrly	\$30.28	\$31.75	\$33.25	\$34.87	\$36.52	\$38.35
25	Annual	\$69,347.10	\$72,626.38	\$76,153.69	\$79,748.83	\$83,543.39	\$87,707.88
	Bi-weekly	\$2,667.20	\$2,793.32	\$2,928.99	\$3,067.26	\$3,213.21	\$3,373.38
	Hrly	\$31.75	\$33.25	\$34.87	\$36.52	\$38.25	\$40.16

84 hours per pay period
2% Increase

Exhibit B
Salary Schedule

Police
1/1/2022

Hourly rate times 84 equals bi-weekly rate
Hourly rate times 2184 equals annual rate

Grade		A	B	C	D	E	F
19	Annual	\$53,606.20	\$56,169.61	\$58,738.02	\$61,532.54	\$64,392.82	\$67,612.46
	Bi-weekly	\$2,061.78	\$2,160.37	\$2,259.15	\$2,366.64	\$2,476.65	\$2,600.48
	Hrly	\$24.54	\$25.71	\$26.90	\$28.17	\$29.49	\$30.96
20	Annual	\$56,169.61	\$58,738.02	\$61,532.54	\$64,392.82	\$67,465.37	\$70,827.00
	Bi-weekly	\$2,160.37	\$2,259.15	\$2,366.64	\$2,476.65	\$2,594.82	\$2,724.12
	Hrly	\$25.71	\$26.89	\$28.17	\$29.49	\$30.89	\$32.43
21	Annual	\$58,738.02	\$61,532.54	\$64,392.82	\$67,465.37	\$70,734.04	\$74,286.47
	Bi-weekly	\$2,259.15	\$2,366.64	\$2,476.65	\$2,594.82	\$2,720.54	\$2,857.17
	Hrly	\$26.89	\$28.17	\$29.49	\$30.89	\$32.39	\$34.01
22	Annual	\$61,532.54	\$64,392.82	\$67,465.37	\$70,734.04	\$74,078.91	\$77,824.00
	Bi-weekly	\$2,366.64	\$2,476.65	\$2,594.82	\$2,720.54	\$2,849.19	\$2,993.23
	Hrly	\$28.17	\$29.49	\$30.89	\$32.39	\$33.92	\$35.64
23	Annual	\$64,392.82	\$67,465.37	\$70,734.04	\$74,078.91	\$77,676.76	\$81,546.80
	Bi-weekly	\$2,476.65	\$2,594.82	\$2,720.54	\$2,849.19	\$2,987.57	\$3,136.42
	Hrly	\$29.49	\$30.89	\$32.39	\$33.92	\$35.57	\$37.34
24	Annual	\$67,465.37	\$70,734.04	\$74,078.91	\$77,676.76	\$81,343.80	\$85,425.08
	Bi-weekly	\$2,594.82	\$2,720.54	\$2,849.19	\$2,987.57	\$3,128.61	\$3,285.58
	Hrly	\$30.89	\$32.39	\$33.92	\$35.57	\$37.25	\$39.12
25	Annual	\$70,734.04	\$74,078.91	\$77,676.76	\$81,343.80	\$85,214.25	\$89,462.04
	Bi-weekly	\$2,720.54	\$2,849.19	\$2,987.57	\$3,128.61	\$3,277.47	\$3,440.85
	Hrly	\$32.39	\$33.92	\$35.57	\$37.25	\$39.02	\$40.96