

LABOR AGREEMENT

Between the

ANKENY POLICE DEPARTMENT

EMPLOYEES' UNION

TEAMSTERS LOCAL UNION #238

and

THE CITY OF ANKENY

July 1, 2018– June 30, 2023

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PREAMBLE

The City of Ankeny, hereinafter referred to as the "Employer", and Ankeny Police Department Employees' Union, Teamsters Local Union #238 hereinafter referred to as the "Union", agree as follows:

ARTICLE 1: RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for: all patrol officers and detectives.

Section 2. 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, religion or physical disability; nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action undertaken by the Employer. Whenever the male or female gender is used in this agreement, it will be deemed to include the opposite gender.

ARTICLE 2: MANAGEMENT AND UNION RIGHTS

Section 1. The Employer shall retain all rights set out in Chapter 20.7, Code of Iowa.

Section 2. The Employees shall retain all their rights under Chapter 20.8, Code of Iowa.

Section 3. General. In matters not specifically covered by language within this Agreement, the Employer shall have the clear right to make decisions in such areas, on a unilateral basis.

Unless otherwise expressly limited by the terms of this Agreement, the exercise of any management prerogative, function, or right is not subject to the Grievance and Arbitration Procedure, and is not within the jurisdiction of any arbitrator.

Section 4. Department Work Rules. The Employer may from time to time adopt new and/or different changes in existing department work rules and regulations. In the event departmental rules or regulations promulgated by the Employer conflict with any express terms or provisions of the agreement, the express term or provision of the collective bargaining agreement shall govern.

ARTICLE 3: PROBATIONARY PERIOD

Section 1. General. The Employer and the Union recognize the obligations and responsibilities imposed by Section 400.8(2)(3), the Code of Iowa.

Section 2. Probationary Period. All new police officers shall be subject to a nine (9) month probationary period following certification from the law enforcement academy. If a new employee has already been certified at the time of hire, his/her probationary period shall be

nine (9) months from date of hire. During the probationary period an employee can be discharged by the Employer with or without cause.

Section 3. Seniority List. For those Employees who continue employment past the probationary period, their date of seniority shall be computed as the original date of hire.

Section 4. Police Academy. All new police officers must be enrolled in a certified police academy within twelve (12) months and graduate from the same within eighteen (18) months from date of hire. If the Employee fails the police academy at any time, he/she may be discharged, and said failing of the academy shall be cause for discharge. If the new Employee is not able to attend a certified academy because of work scheduling of the Employer, the Employer shall make every effort to send the new Employee to a certified police academy as soon as the work load permits. An Employee's probationary period does not end until expiration of the nine (9) months probationary period following graduation from a certified academy.

ARTICLE 4: SENIORITY

Section 1. Definition. Seniority rights of Employees shall be those set out in Chapter 400 of the Code of Iowa.

Section 2. Work Force Changes.

- a. Shift Selection. Employees shall bid on shifts by seniority annually. Shifts will begin on the first full pay period on or around July 1, however final discretion as to shift selection is with the Chief of Police to be exercised for purposes consistent with public safety.
- b. Layoff and Recall. All cases of layoff and recall shall be consistent with the laws of the State of Iowa.
- c. Promotions. The Employer and the Union recognize the obligations and responsibilities imposed by Chapter 400 in the Code of Iowa.

ARTICLE 5: SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure. Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this agreement, shall be settled in the following manner:

- Step 1. The Employee, with or without the Union Steward, shall take up the grievance or dispute in writing with the Employee's Captain within ten (10) days of the date of the grievance or the Employee's knowledge of its occurrence. The grievance shall be reduced to writing and signed by the aggrieved employee and include the following information: 1) a statement of the grievance and the facts upon which it is based; 2) the remedial action requested; 3) the section of this Agreement to which the grievance relates. The Captain shall attempt to adjust the matter and shall respond

in writing to the Employee or the steward within five (5) working days.

- Step 2. If the grievance has not been settled, it shall be presented in writing to the Chief of Police within five (5) working days of the Captain's response to Step 1. The Chief of Police shall respond in writing to the Employee or the steward within ten (10) working days.
- Step 3. If the grievance has not been settled, it shall be presented in writing by the Employee or the Union Steward to the City Manager or designee within seven (7) working days after the Chief's response. The City Manager or designee will meet with the appropriate Union representative and aggrieved employee to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the City Manager will be returned to the grievant and his/her Union representative within ten (10) working days.
- Step 4. If the grievance is still unsettled, either party has fifteen (15) working days after the reply of the City Manager or designee by written notice to the other, to request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the Iowa Public Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator. The parties also have the option to agree on one (1) of the names on the panel as being the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the testimony and argument. In questions involving back pay, the arbitrator's authority shall be limited to providing back pay for a period not to exceed thirty (30) calendar days prior to the filing of the grievance.

Expenses for the arbitrator's service and the proceedings shall be born equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 2. Time Limits. Failure by an Employee or the Union to comply with the above provisions shall constitute a withdrawal of the grievance. If the Employer fails to comply with the time limits the grievance is automatically moved to the next step.

Time limits may be extended only upon the mutual agreement of the parties.

Section 3. Exclusive Remedy. It is agreed by both the Union and the Employer that this grievance procedure is the exclusive mechanism by which grievances under this contract

may be exercised. Both parties expressly waive their right to initiate a grievance procedure pursuant to the Code of the State of Iowa.

ARTICLE 6: TUITION AND SCHOOLING

Section 1. General. Recognizing the benefits to the Employer of a formal college education, the parties agree to encourage formal college education during off duty hours. Formal college education shall be completed while off duty and during the personal time of the employee. The employee shall not be paid overtime for attendance or work associated with college education. Tuition reimbursement shall be consistent with the City policy and approved rates.

Section 2. Payment for Schooling. At the determination of the Chief of Police, employees may be required or allowed to attend schooling or training related to their work.

Section 3. Recognized Formal Training. The Department will formally recognize training paid by the City and approved by the Chief of Police for employees of the Ankeny Police Department. Training that employees voluntarily attend on their own time and not paid for by the Department is not recognized as formal training.

ARTICLE 7: HOURS OF WORK

Section 1. Work Week. The work week shall consist of five (5) eight (8) hour days, or five (5) nine (9) hour days.

Section 2. Workday. All Employees shall be scheduled to work on a regular work schedule, and shall have a regular starting and quitting time.

Section 3. Hours Worked. The following time shall be used to compute the hours of work required of each Employee:

- A. All hours actually worked within the work schedule including court time and required school time;
- B. Paid leaves.

The following time shall not be used in computing the hours of work required of each Employee:

- A. Unpaid leaves;
- B. Court time for civil cases unless the City is a party;
- C. Voluntary school time; and
- D. Overtime.

Section 4. Work Shift. All Employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. In the event an officer is called in to work early, if staffing levels permit and there is mutual agreement between the officer and the supervisor, the officer may leave after fulfilling the number of normal work hours (8 or 9) in his work shift. Officer will be paid overtime for all hours worked in excess

of his regular 8 or 9 hour shift.

Section 5. Modification. It is the intent and policy of the Employer to maintain the work schedule as defined in Section 1 of this Article. No change may be made in the existing work schedule unless it is necessary and proper for the protection and safety of the citizens as determined by the Chief of Police. Except in emergencies as defined under Section 7 below, no changes may be made except upon sixty (60) days' notice to the Employees affected.

Section 6. Split Shifts. The Employer retains the right to schedule split work shifts, but said split shift schedules shall not exceed the hours scheduled for regular work shifts.

Section 7. Emergency. The Employer retains the right to schedule hours of work during emergency periods, different from those indicated above and to call back, hold over, or extend any and all Employees for work during emergency periods. In the event the Employer has notice of said emergency period in advance of its happening, the Employer will notify the Employees affected of the contemplated change. Natural disasters, man-made disasters, and civil unrest shall be considered an emergency for purposes of this section.

Section 8. Court Appearance Payment. The Employer shall pay to each Employee the appropriate hourly rate for said Employee subpoenaed to appear in court in connection with their official duties when said court appearance occurs outside their regularly scheduled work time. Employees will receive a minimum of two (2) hours at time and one-half (1 ½) for said court appearance.

ARTICLE 8: OVERTIME

Section 1. Rate of Pay. Time and one-half (1½) the Employee's regular hourly rate of pay shall be paid for work performed in excess of the Employee's regularly scheduled shift.

Section 2. Assigned Overtime. On any occasion when a sufficient number of Employees do not accept overtime, the Employer has the right to assign overtime to eligible Employees based on reverse seniority. Posted overtime may be bid by seniority. Posted overtime that remains unfilled seven (7) days prior to the staffing need shall be available to all eligible Employees of the Department. Employees selecting the overtime with seven (7) calendar days or less remaining cannot have their selection bumped. Posted overtime that remains unfilled with two (2) calendar days or less remaining shall be assigned on reverse seniority.

Employees cannot be assigned or forced to work a posted overtime event when the event is not a city required permitted event (Black Friday).

Employees cannot be assigned or forced to work overtime during their days off if those days are either preceded or followed by two or more PTO days.

Staffing shortages that are not posted for bid, shall be filled by reverse seniority unless an Employee volunteers to work part or all of the overtime. When splitting a shift, reverse seniority shall only include Employees working or scheduled to work a shift on

either side of the shift affected by the shortage. Reverse seniority does not include Employees already working overtime on the shift prior to or immediately following the affected shift.

An Employee whose shift is extended to staff a shortage is exempt from reverse seniority for a 24 hour period starting at the conclusion in which the overtime was accrued unless already scheduled to work.

Section 3. Call Back. In the event an officer is called to work outside his/her normal work shift he/she will be guaranteed a minimum of two (2) hours of overtime; however, in the event the work may be completed in less than two (2) hours, and if by mutual agreement of Employee and Employer, the Employee is allowed to leave work, then the Employee will be paid at the rate of time and one-half (1½) for the time actually spent at work.

ARTICLE 9: HEALTH AND WELFARE

Section 1. Group Life. Employer shall establish and maintain a group life insurance program and shall provide through the program life insurance for each Employee, effective commencing the first day of employment in an amount equal to 1- 1/4 of the Employee's gross annual base wage as defined in Appendix A in effect on July 1 of each year or the date of initial employment subsequent to that date during the term of this agreement.

Section 2. Group Medical.

- A. The Employer shall establish and maintain a group medical health program for each permanent Employee effective on their first day of employment as a permanent employee.

For the plan year beginning July 1, 2018, and continuing through June 30, 2023, each month the Employer will pay

- 90% for single coverage
- 90% for employee + child(ren)
- 90% for employee + spouse
- 90% for family coverage

Beginning July 1, 2018, and continuing through June 30, 2023, the Employer's contribution set out above will increase by 2 percentage points for employees who qualify for the Employer's "Wellness Program".

- B. For the term of this contract the Employer will make available a flexible benefits spending account plan. Participation in said plan will be voluntary.

Section 3. Group Dental. The Employer shall establish and maintain a group dental program, effective the Employee's first day of employment and will contribute the entire portion of a single person coverage per covered Employee. The Employer will provide no sums towards the maintenance of a group family dental program for any covered Employee.

Section 4. Fitness Membership. The Employer will pay eighteen dollars (\$18.00) a month

toward a membership to any fitness center provided that the employee must have used the facilities at least six (6) times during the month for which reimbursement is sought.

ARTICLE 10: UNIFORMS

Section 1. Authorized Use. If an Employee is required to wear a uniform as a condition of employment, the Employee shall wear the uniform only as authorized in the work place.

Section 2. Replacement or Repair - Police Officers. All police officers will receive at the beginning of their employment a uniform issued by the Employer. Any changes in the uniform required by the Employer shall be paid by the Employer.

On the first July 1 which occurs after the police officer has completed 12 months of service and each July 1 thereafter, the Employee will receive an annual amount of \$700 for the replacement of the uniform. Police officers who have completed less than twelve (12) months of service on July 1 shall receive a prorated amount (e.g., an Employee with seven (7) months of service would receive 7/12 of the total).

The Employer will replace body armor the Employer has previously issued without charge to the Employee when the manufacturer has notified the Employer in writing that the manufacturer's shelf life warranty on the body armor has expired. The written notice shall be required for replacement of the body armor.

ARTICLE 11: PAID TIME OFF (PTO)

Section 1. Policy. Paid Time Off (PTO) is an all-inclusive "paid time off" program that will provide income protection for "no fault" time away from work, including illness-related absences. Another portion of the PTO program is the Medical Leave Bank, which may be used for the employee's or immediate family member's extended illness, injury, disability, or hospitalization as described in Section 9. For purposes of this article, immediate family is defined as a spouse or a legal dependent.

Section 2. Scope. This policy applies to all employees of the bargaining unit. Whenever the provisions of this policy are in conflict with federal or state laws or regulations, the provisions of the laws or regulations shall prevail.

Section 3. Paid Time Off. PTO is intended to be used for a variety of traditional types of time away from work, including vacation, illness, personal business, doctor appointments, family time, personal holidays, and personal voluntary community service; however, an employee does not have to designate the reasons for the scheduled absences being requested.

Section 4. Eligibility. Regular full-time employees.

Section 5. PTO Accrual Schedule. PTO shall be accrued on a bi-weekly basis during the fiscal year, July 1 through June 30. PTO increases with years of service in accordance with the following schedule and is allocated accordingly on a bi-weekly basis.

Years of Service

Bi-Weekly / Annual Paid Time Off Eligibility

Less than 1 year	4.846 hours bi-weekly = 126 hours per year (14 days)
1 year through 4 years	8.654 hours bi-weekly = 225 hours per year (25 days)
5 years through 9 years	10.385 hours bi-weekly = 270 hours per year (30 days)
10 years through 14 years	12.115 hours bi-weekly = 315 hours per year (35 days)
15 years or more	13.846 hours bi-weekly = 360 hours per year (40 days)

An eligible employee shall accrue PTO but shall not be eligible to use it or receive reimbursement for accrued PTO upon termination of employment until he/she has successfully completed the FTO program. Only the Police Chief will have the right to grant approval of PTO usage or reimbursement during this time period if he/she deems appropriate. PTO accrual shall begin in the first full pay period following the employee's date of employment.

An employee in an unpaid leave status shall not accrue PTO.

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

Section 6. Requests For And Usage Of PTO.

- A. PTO is a right to be enjoyed by every regular employee. However, the scheduling of time off is dependent upon the judgment and discretion of the Chief or his designee.
- B. One (1) position ("PTO Slot") per shift per day shall be available for bid. There are four (4) shifts to bid: Patrol Watch I, Patrol Watch II, Patrol Watch III, and Detectives. Officers may bid for PTO Slots during the selection period beginning May 1st and ending May 31st of each year. Officers will bid for the full contract year July 1st to June 30th. Officers shall be awarded requested PTO Slots by seniority per shift. Once the bidding has been completed, any remaining PTO Slots will be granted on a first come first serve basis without regard to seniority subject to the following:
 - 1) After the bid process is closed on May 31st, the Chief or his designee shall have the right to use remaining PTO Slots to schedule training, including school trade days off as a result of either mandatory or voluntary training.
 - 2) Any PTO Slots not bid by the Officers or scheduled for training by the Chief or his designee will continue to be available on a first come first serve basis.
 - 3) PTO requests of one (1) week duration or more must normally be made not less than thirty (30) days in advance. PTO requests of four (4) days or less can be made at any time but should normally be made forty eight (48) hours in advance. PTO requests shall be acted upon within five (5) days if made thirty (30) days or more in advance and within two (2) days if made less than thirty (30) days in advance. Nothing herein shall be construed so as to limit an officer's ability to use PTO on shorter notices when staffing levels permit.

- 4) Additional PTO may be granted subject to the approval of the Chief or his designee.
 - 5) If PTO is denied, Officers may exchange shifts with other Officers providing: 1) the shift exchange is mutually agreed to by the Officers; 2) the exchange occurs in the same pay period; 3) the exchange does not result in overtime; 4) the exchange is in writing; 5) the exchange is approved by the supervising Officer.
 - 6) Once PTO is granted, it may not be withdrawn or refused unless:
 - i. The parties mutually agree that the approved PTO may be withdrawn.
 - ii. The city experiences a police emergency that requires the presence of the officer.
 - iii. Any PTO requested the last two weeks of an officer's employment will require the approval of the Chief.
- C. When absences due to sickness are necessary, the employee shall notify his/her department director or immediate supervisor of their illness or their immediate family member's illness prior to the beginning of his/her scheduled reporting time within the time period designated by the department director. Failure to do so without a bona fide reason may result in the employee being considered absent without leave and subject to disciplinary action. Employer will, as in the case of any Employee who is unable to perform their normal duties, endeavor to find other work for said Employee that is consistent with the health needs of the Employee and the needs of the City.
- D. Employees shall take PTO leave in increments of not less than one (1) hour unless the department director or the employee's supervisor, at their sole discretion, approves an exception. All PTO will be paid at the employee's regular rate of pay.
- E. An employee granted time off work must use any available PTO leave during the absence. If the reason for the employee's absence is due to personal or immediate family illness, injury, disability, or hospitalization, the employee must first use two (2) PTO days per calendar year before accessing his/her medical leave bank. If the medical leave bank shall subsequently be exhausted, the employee must then use any remaining accrued PTO leave. Use of PTO and medical leave will run concurrently with an approved FMLA.
- F. An employee will continue to accrue PTO during a leave of absence as long as the leave is with pay.
- G. If an employee's accrued PTO days have been exhausted, additional time off, if granted, will be unpaid.

- H. PTO will be counted as time worked for purposes of calculating overtime pay for non-exempt employees.

Section 7. Accumulation. At the end of the fiscal year, employees with any remaining PTO hours may exercise one of the following options:

- A. To have their remaining hours transferred to the next fiscal year's accrued PTO leave up to a maximum of ninety (90) hours; or
- B. To have their remaining hours credited to their Medical Leave Bank; or
- C. To have up to ninety (90) hours transferred to next fiscal year's accrued PTO leave and the remaining hours credited to their Medical Leave Bank.
- D. To cash out all or a portion of the remaining PTO at the end of the fiscal year. The employee shall notify the department director in writing of this election.

Section 8. Reimbursement Of Accumulated PTO Leave.

- A. Upon retirement, resignation in good standing, or resignation in lieu of termination from City service, employees who have worked at least six months shall be paid for all accrued but unused PTO leave (excluding accrued Medical Leave Bank hours).
- B. Employees who are discharged for cause or who quit without a minimum of two (2) weeks' notice shall forfeit their accrued PTO leave.

Section 9. Medical Leave Bank. The other portion of the PTO program for employees is the Medical Leave Bank. In accordance with the Eligibility section above and subject to the maximum accumulation provided below, employees who are regularly scheduled to work 40 hours or more per week shall accrue, beginning with the first full pay period, 2.77 hours bi-weekly (72 hours per fiscal year) of leave in their Medical Leave Bank. During the first six (6) months of employment, an eligible employee shall accrue medical leave but shall not be eligible to use it.

The Medical Leave Bank may be used for the employee's or immediate family member's extended illness, injury, disability, or hospitalization. A pregnancy will be treated like any other medical condition. The maximum amount of medical leave bank that may be used for an employee's immediate family member is five (5) days per calendar year. In the event of a catastrophic illness or injury, where the immediate family member's life is at risk, an additional ten (10) days of medical leave bank per calendar year may be granted by the City Manager. The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of medical leave may result in loss of pay for the duration of the absence and may be considered grounds for disciplinary action.

Employees may accumulate up to a maximum of 800 hours in their Medical Leave Bank. Once an employee's Bank reaches a maximum of 800 hours, no more hours will be credited to the employee's Bank until hours are used and fall below the 800-hour maximum. Upon an employee's separation of service in good standing, who has completed

20 years or more of service with the City of Ankeny, any hours accumulated in the employee's Medical Leave Bank shall be paid out at 40% with the employee's last pay check. Beginning November 1, 2019, the 40% will be put into a Retirement Health Savings plan established by the City for the benefit of the Employee.

ARTICLE 12: LEAVE OF ABSENCE

Section 1. Eligibility. Employee may be eligible for leaves of absence after fulfilling their probationary period including any extension of the probationary period with the Employer.

Section 2. Application for Leave. A request for a leave of absence shall be submitted in writing by the Employee to the Police Chief. The request shall indicate the reason the leave of absence is being requested, the length of leave time requested, and whether the request is for leave with or without pay. The request shall be submitted no later than ten (10) days prior to the date of the anticipated absence whenever possible.

Section 3. Grant or Denial of Requested Leave. The Police Chief to whom the request is submitted shall grant or deny leave, taking into consideration the division's work units, work load and the Employee's request.

Authorization for leave, if granted, shall be furnished by writing. Any request for a leave of absence shall be answered promptly. In addition to accruing seniority while on any leave of absence granted under this article (subject to the limitation of 400.12, the Code of Iowa) the Employee shall be returned to the position he/she held at the time the leave was requested.

Section 4. Paid Leaves.

A. Funeral Leave. In the event of a death in the family, the Employee shall be granted up to three (3) days leave of absence with full pay to make household adjustments, or to attend funeral services. PTO may be used if additional time is requested. For the purposes of funeral leave, family is defined as the Employee's: spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, great-grandchildren, step children, or any other member of the Employee's family who resides in the household of and is supported by the Employee.

B. Jury Duty. Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

If an Employee's presence is not required, he/she shall be expected to return to work.

C. Voting Time. Employees shall be granted a leave of absence on any election day if there is not sufficient time outside the Employee's work hours to allow the Employee to vote. Such leave shall be granted in accordance with Section 49.109 of the Iowa Code.

Section 5. Paid and/or Unpaid Leaves.

- A. **Military Service.** Any Employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity. Such leave of absence with pay shall not exceed thirty (30) days in any calendar year; provided, the Employer shall have the right to schedule the Employee's work cycle to minimize the number of days the Employee will be required to be away from his job.

The leave of absence shall be with pay, only for regular full-time employees, during the period of such activity and shall not exceed thirty days of paid military leave per calendar year. A day is defined as a normally scheduled working day for an employee. For military leave lasting less than 30 days, the City will not count non-working days as a part of the thirty day maximum. For example, if an employee is ordered to participate in annual training for fourteen consecutive days and if during those days the employee would normally be required to work for ten days, then ten days of paid military leave would be required. If the employee's work shift crosses two calendar days, only one day shall count toward the 30 paid day maximum.

However, where the employee's military duty is for a period of thirty (30) consecutive days or more, military leave is counted for all days that the employee is performing military service. For example, if an employee is ordered to participate in training that is for forty-five (45) consecutive days, the first 30 calendar days will be considered toward the paid 30 day maximum and the employee will be paid for their normally scheduled working days during that first thirty day period. After the thirty days the employee will be in an unpaid status unless he/she chooses to use PTO time to cover for any benefit deductions.

Any Employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted an unpaid leave of absence for the period of military service.

Copies of all orders shall be given to the Police Chief and to Human Resources at least ten working days prior to reporting to duty whenever possible. If the military orders require reporting to duty sooner than ten working days' notice, the employee will provide a copy of the orders as soon as they are received by the employee.

- B. **Family Medical Leave Act (FMLA):** The parties agree to comply with the provisions of the Family and Medical Leave Act.

ARTICLE 13: WAGES

Section 1. Wage Schedule. The wage schedule for Employees shall be as set out in Appendix A attached to this Agreement and by this reference made a part of this Agreement. For the purpose of determining eligibility for step increases, the first pay period of each fiscal year shall be the date used and any employee who was hired prior to December 31st will be eligible for a step increase for the next fiscal year.

A new hire that does not have ILEA certification shall receive 90% of step 1 until he/she

obtains the necessary certification.

New employees who at the time of hire are currently certified law enforcement officers and have the appropriate sworn experience as stated below are eligible for lateral transfer if they meet the following conditions:

Completion of 36-48 months (3-4 years) post academy service shall be paid at Step 2.

Completion of more than 48 months (4+ years) post academy service shall be paid at Step 3.

However, if a lateral transfer employee starts at a wage above a current employee, who would have been eligible for a lateral transfer at the time of their hire, those current employees will be moved to an equivalent pay step on the same date as the new hire.

Section 2. Supplemental Pay. Every Employee who assumes the obligations and responsibilities of a management employee shall be compensated pursuant to Chapter 400 of the Iowa Code.

Section 3. Detective Pay. Patrol officers who are appointed to detective shall receive a supplemental pay bonus of Fifty Dollars (\$50.00) per pay period for each pay period in which they occupy the position.

Section 4. Acting Sergeant Pay. Patrol officers who are assigned the duties of acting Watch Sergeant shall receive one (1) hour of overtime for each shift they are assigned to that position for four (4) hours or more.

Section 5. Shift Differential. Employees on Watch 1 will receive, in addition to his/her regular rate of pay, twenty-three cents (\$0.23) per hour for each hour worked on that shift. Employees on Watch 3 will receive, in addition to his/her regular rate of pay, fourteen cents (\$0.14) per hour for each hour worked on that shift.

Section 6. Field Training Officer. Any officer certified as a Field Training Officer (FTO) and assigned to train a recruit for one full day or more shall receive a supplemental pay bonus equal to two (2) hours of overtime per week of actual training. In the event a recruit is assigned to an officer who is not a certified field training officer (FTO), that officer will not receive FTO pay; however, the officer will not be required to fill out the daily observation reports, but would report to the FTO officer assigned to that recruit any violations of the Ankeny Police Department SOPs.

Section 7. K-9 Officer Pay. Patrol officers who are appointed as a K-9 officer and are assigned the duties of the K-9 handler, shall receive a supplemental pay bonus equal to one (1) hour of straight time pay for each off-duty day they are assigned to care for the canine. For days the officer is scheduled on a regular work shift, one (1) hour of the canine officer's shift shall be allocated for the daily care tasks. When the K-9 officer is unable to perform their duties due to illness, injury, or leave, any officer who is temporarily assigned to care for the canine shall receive one (1) hour of straight time pay per day as compensation for completion of the daily care tasks.

Section 8. Temporary Appointment. Any patrol officer appointed to the position of Interim

Sergeant shall remain in that temporary assignment no more than ninety (90) days.

ARTICLE 14: SPECIFIC PURPOSE CLAUSE

Section 1. Savings. Should any provision of this Agreement be found to be inoperative, void, or invalid by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the validity of any other portion or provision. Should any provision become inoperative as a result of court or other action, the parties agree to negotiate a substitute provision immediately.

Section 2. Closing of Negotiations. This Agreement covers wages and benefits for the term of the contract. It is understood by the Union and the Employer that there shall be no re-opening of further negotiations concerning new or additional items during the life of this Agreement.

Section 3. Successor. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed to the detriment of the other party in any respect whatsoever by consolidation, merger, sale, transfer, lease or assignment of either party hereto, or whatsoever by any change of any kind of the ownership of or management of either party hereto or of any separable, independent segment of either party hereto. In particular, should the Employer choose to contract for the services provided by the Employees to this contract, Employer agrees to make a part of any said contract that the Employees governed by this Agreement would retain the first option to be employed under said contract for services at no less compensation than they received under this Agreement.

Section 4. Exclusiveness of Agreement. This Agreement shall contain all of the covenants, stipulations and provisions agreed upon by the parties. Therefore, for the life of this Agreement, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the execution of this Agreement or which may have been omitted in the bargaining which led up to the execution of this Agreement, except by mutual agreement of the parties.

ARTICLE 15: HOLIDAYS

Section 1. Recognized Holidays. The following holidays should be recognized holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving
6. The Friday following Thanksgiving
7. Christmas Eve Day
8. Christmas Day

The actual day the holiday falls shall be observed as the holiday.

Employees who are normally scheduled or volunteer to work on a holiday shall be compensated one and one half (1 ½) times their hourly rate for each hour worked on the holiday.

Employees who are required to work overtime on a holiday will receive two (2) times their hourly rate for each hour worked on the holiday.

ARTICLE 16: TERMINATION

This Agreement, or any part of it, may be terminated or re-negotiated at any time by mutual consent of both parties.


This Agreement shall be effective as of July 1, 2018, and shall be binding upon the Employer, the Union and its members and shall remain in full force and effect through June 30, 2023. The Agreement shall remain in full force and effect during the period of negotiations.

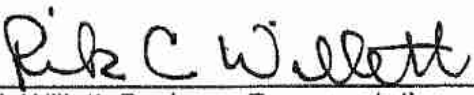
ARTICLE 17: FALSE ARREST INSURANCE

The Employer shall provide false arrest insurance. During the course of the contract Employer will maintain false arrest insurance with provisions substantially similar to the policy in effect on the date of the execution of this Agreement. If the Employee requires bonding, the Employer will pay for the bonding.

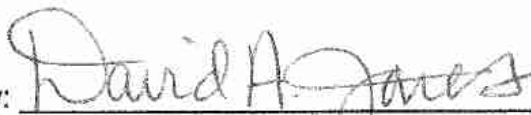
IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their respective chief negotiators and their signatures placed thereon, all on this 5th day of September, 2017, at Ankeny, Iowa.

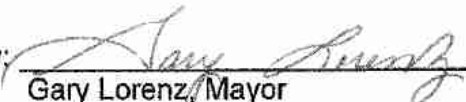
**FOR THE ANKENY POLICE DEPARTMENT
EMPLOYEES' UNION**

By: 
Union Steward

By: 
Rik Willett, Business Representative
Teamsters Local 238

FOR THE CITY OF ANKENY, IOWA

By: 
David A. Jones, City Manager

By: 
Gary Lorenz, Mayor

APPENDIX A

Ankeny Police Department Employees Union

Wage Schedule

PO		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
FY19	Rate/Hr	26.605	27.936	29.332	30.799	31.723	32.675	33.655	34.664	35.704
Annual	2053 hrs	54,621	57,352	60,219	63,230	65,127	67,081	69,094	71,166	73,301
FY20	Rate/Hr	27.271	28.634	30.065	31.569	32.516	33.491	34.496	35.531	36.597
Annual	2053 hrs	55,987	58,786	61,724	64,811	66,755	68,758	70,821	72,945	75,134
FY21	Rate/Hr	27.953	29.350	30.817	32.358	33.329	34.329	35.359	36.419	37.512
Annual	2053 hrs	57,387	60,256	63,267	66,431	68,424	70,477	72,592	74,769	77,012
FY22	Rate/Hr	28.652	30.084	31.587	33.167	34.162	35.187	36.243	37.330	38.450
Annual	2053 hrs	58,822	61,762	64,849	68,092	70,135	72,239	74,407	76,638	78,937
FY23	Rate/Hr	29.368	30.836	32.377	33.996	35.016	36.067	37.149	38.263	39.411
Annual	2053 hrs	60,293	63,306	66,470	69,794	71,888	74,045	76,267	78,554	80,910

July 1, 2018--New wage matrix takes effect

July 1, 2019--2.5% ATB

July 1, 2020--2.5% ATB

July 1, 2021--2.5% ATB

July 1, 2022--2.5% ATB

Employees shall be paid on an hourly basis for the actual hours worked each pay period.

A new hire that does not have ILEA certification shall receive 90% of step 1 until he/she obtains the necessary certification.

New employees who at the time of hire are currently certified law enforcement officers and have the appropriate sworn experience as stated below are eligible for lateral transfer if they meet the following conditions:

Completion of 36-48 months (3-4 years) post academy service shall be paid at Step 2.

Completion of more than 48 months (4+ years) post academy service shall be paid at Step 3.

However, if a lateral transfer employee starts at a wage above a current employee, who would have been eligible for a lateral transfer at the time of their hire, those current employees will be moved to an equivalent pay step on the same date as the new hire.