

AGREEMENT
BETWEEN THE
CITY OF DES MOINES, IOWA
AND
DES MOINES POLICE
GOLD BRAID ORGANIZATION



JULY 1, 2021
Through
June 30, 2024



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Preamble

This Agreement entered into by the City of Des Moines, Iowa hereinafter referred to as the “City” and the Des Moines Police Gold Braid Organization, hereinafter referred to as the “Union” has as its purpose the promotion of harmonious and cooperative relations between the City and the Union.

Article I Recognition

Pursuant to and in accordance with all applicable provisions of the “Public Employment Relations Act” of the State of Iowa, hereinafter referred to as the “Act” and in recognition of the Public Employment Relations Board’s certification of said Gold Braid Organization, the City does hereby recognize the Union during the term of this Agreement for all Police captains, lieutenants and sergeants except: patrol Services Bureau – patrol; watch captains, lieutenants and sergeants; Community Services Section captain, Traffic Section lieutenant and sergeants (not including Parking Meter Enforcement sergeant; Detective Bureau – Headquarters captain; Crimes Against Persons lieutenant and sergeants; Crimes against Property lieutenant and sergeants (including Special Assignment sergeant); Sex Abuse/Child Trauma lieutenant; Sex Abuse/Child Trauma/DART sergeant; Inspectional Services Bureau – Vice and Narcotics Section lieutenant; Vice and Narcotics Section Investigative Unit sergeants (not including NARC sergeant); Homeland Security Bureau – Bomb Squad sergeant.

Article II Non-Discrimination

In accordance with applicable City Ordinances, State and Federal Law, the Union and the City agree not to discriminate against any employee on the basis of race, ethnicity, color, age, religion, sex, national origin, sexual orientation, gender identity, and physical and mental disability.

Disputes concerning this Article shall not be processed through the Grievance Procedure in this Agreement, but shall be resolved through other appropriate procedures such as the City’s Internal Complaint Procedure, the Des Moines Human Rights Commission, or the Iowa Civil Rights Commission.

Article III Union-Management Relations

All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the City.

Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representatives of the parties.

Article IV Management Rights

Except as specifically modified by this Agreement, the employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign and retain employees in positions within the agency.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duty because of lack of work or other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which City operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the City government.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the City by law.

Article V Union Representation

Section A. Bargaining Committee

The Association may appoint a bargaining committee to represent the bargaining unit in all formal negotiations and/or discussions with the City representatives, but not more than three bargaining unit members will be in pay status during negotiations.

Section B. Stewards

To provide employees with reasonable access to Union representation, the Union may appoint certain employees to serve in the capacity of steward. Said steward may receive, investigate and process complaints or grievances of employees.

Whenever a steward enters a work area for the purpose of investigating a complaint or grievance, the supervisor of that area must be so notified and informed of the nature of the problem.

Stewards shall suffer no loss of their regular pay for the normal work shift when properly excused by the supervisor. However, such time spent investigating grievances shall be kept reasonable and commensurate with the circumstances with the matter at issue. Normally, such time will not exceed one-half (1/2) hour at the first or second step of the grievance procedure and will normally require the attention of only one (1) steward.

Section C. Designation

The total number of stewards shall not exceed three (3) and shall be designated by the Union. The names of all bargaining committee members and stewards shall be transmitted in writing to the Police Chief and the Human Resources Director. Union representatives may not act in the capacity until the above notifications have been made. Accordingly, all changes in designated representatives must be reported promptly.

Members of the bargaining committee may, upon their written request, be permitted to use “C” time (accumulated) to attend regular meetings of the Bargaining Unit. Such requests shall normally be approved unless the temporary loss of personnel would be a serious detriment to the effective operation of the Police Department.

Article VI Work Rules

The employer shall have the right to modify and/or establish such reasonable rules and regulations as may be deemed necessary by the employer for the conduct and management of the affairs by the City. All employees shall comply with the work rules. Any unresolved complaints as to the reasonableness of new or existing work rules, or complaints involving discrimination in the application of such rules shall be resolved through the grievance procedure.

Article VII Hours of Work

An employee’s tour of duty shall be determined by the employer. The tour of duty will consist of not less than eight hours and not more than ten hours. The tour of duty shall be a continuous shift, i.e. an employee will not be required to split a tour of duty into more than one continuous block of hours.

During each tour of duty an employee will receive two fifteen-minute breaks and one lunch period that will be no less than thirty minutes and no more than one hour.

All employees will have a work schedule that includes at least two consecutive days off. No employee shall be scheduled to work more than eighty hours consecutively without two consecutive days off.

An employee's normal tour of duty will remain reasonably consistent. The union recognizes the need for the employer to occasionally require an employee to alter their tour of duty to accommodate the needs of the employer, provided the employee is given at least seventy-two (72) hours notice of the change. The employer may require an employee to report to work up to three hours before or three hours after the normal starting time for the employee's tour of duty. The employer cannot extend a tour of duty without paying the appropriate overtime compensation.

Article VIII Overtime

Section A. Definition

Overtime is all time properly authorized and worked in units of one-quarter ($\frac{1}{4}$) hour or more which is in excess of the regularly scheduled hours of work, as described below for an employee eligible for overtime pursuant to the Fair Labor Standards Act as amended.

Section B. Procedure

All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. However, when overtime work is required, each employee is expected to be available for such assignments unless excused by the supervisor, due to the personal commitments of the employee.

Permanent employees shall normally be given preference in overtime assignments. In all cases, however, overtime assignments will be made in such a way that the functions of the City service will be most effectively completed. All compensable overtime must be performed at the direction of the Police Chief or his/her authorized representatives, and overtime credit may be accrued for no other purpose.

For the purpose of computing overtime, vacation, holiday, and injury leave, and earned compensatory time off shall be considered the same as time worked, unless, the overtime work is done for the convenience of and at the request of the employees, in which case, the overtime shall be straight time rate.

The times when compensatory time off may be taken shall be at the discretion of the Police Chief, although the employee's desires shall be given consideration whenever possible. When compensatory time off is ordered by the Police Chief or requested by the employee, reasonable advance notice shall normally be provided.

Section C. Compensation

Overtime work performed by eligible employees shall be compensated for in the following manner:

- (1) Employees shall be compensated at the discretion of the Police Chief either by compensatory time at time and one-half or by cash payment at the rate of time and one-half for work performed in excess of their regularly scheduled hours of work
- (2) Non-shift employees who are required to work on either a Sunday or Holiday shall be compensated at double-time for the hours actually worked plus their regular holiday pay.

Shift employees who are normally scheduled to work on either Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day shall be compensated at double-time for the hours actually worked plus their holiday pay.

Shift employees who work the second day of their scheduled two days off shall be eligible for double time for the hours actually worked.

If an employee has worked ten (10) consecutive days, any days off canceled shall be compensated at time and one-half for the first scheduled day off and double time for the second scheduled day off. The 72-hour notification shall not apply. An employee shall have at least two consecutive days off before the 72-hour notification period again applies.

Each employee shall be allowed to accumulate 400 hours of compensatory time before being required to schedule "C" time off with a maximum accumulation of 480 hours.

- (3) Employees who volunteer to work an overtime assignment will be compensated at time and one-half for the hours actually worked regardless of being otherwise eligible to receive premium compensation such as double-time. Employees who are required to work overtime do so under the provisions of the labor agreement as affected by the above paragraph.

Article IX Settlement of Disputes

Section A. Procedures

The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances must be presented at the first (1st) step of the procedure within ten (10) working days of the incident giving rise to the complaint.

- Step I. The employee having a specific grievance shall take it first to his/her immediate supervisor. Such supervisor must respond within five (5) working days. Grievances submitted in writing will be answered in writing.

- Step II. If the matter has not been answered or resolved, the employee shall then, within five (5) working days of the receipt of the Step I answer, present the written grievance to his/her section or bureau commander. The section or bureau commander shall respond in writing within ten (10) working days.
- Step III. If the matter has not been answered or resolved, the employee shall then, within ten (10) working days of receipt of Step II answer, present the written grievance to the Police Chief, who shall respond within ten (10) working days.
- Step IV. If the matter has not been answered or resolved, the employee shall then, within ten (10) working days, present the written grievance to the City Manager. He shall respond within twenty (20) working days.
- Step V. If not answered or resolved, the grievance may be submitted to Arbitration within ten (10) working days after the decision in Step No. IV, or if no decision has been timely made, said grievance may be submitted to arbitration by submitting written notice to the City Manager. Such notice shall specify the sections of the rules and regulations and/or the agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of arbitrators and, by alternately striking names, an arbitrator will be selected.

Section B. Limitations

The arbitrator shall not have the power to decide a grievance which is a matter suitable for submission to the Civil Service Commission. Also, the arbitrator shall be without power to add to, subtract from or modify the terms of this Agreement, nor to make any decision in conflict with the laws of the State of Iowa or the ordinances of the City of Des Moines, Iowa.

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

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeals. All written grievances must be signed by the affected employee(s). Employees are entitled to representatives of their own choosing at all steps in the grievance procedure.

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

Article X Performance Appraisals

Section A. Use and Purpose

It is agreed that an employee performance evaluation as established by the Chief shall be used for the purpose of improving an employee's individual performance, acknowledging an employee's accomplishments, and to provide an opportunity for an employee to improve in a designated area of sub-standard performance.

Section B. Procedure

The parties agree that any evaluation appraisal system used by the City be carried out in a uniform manner. The following are the provisions of this system:

1. The Chief of police shall provide for an annual evaluation of all permanent employees in the department in achieving the standard of work performance required. This evaluation shall include a discussion between the employee and his/her immediate supervisor for the purpose of determining goals and evaluating progress toward better performance and personal development. A memorandum record of result of these discussions shall be forwarded to the Chief by the Supervisor on forms prescribed. The supervisor who has been in charge of said employee the greater length of time in the evaluation period shall complete and sign the evaluation form. The parties will mutually develop the forms and process to be used.
2. Each employee shall be given a copy of the evaluation form prepared by his/her supervisor regarding his/her progress.
3. Every employee evaluation report shall be signed by the employee.

Section C. Appeal

In the event an employee disagrees with the performance evaluation received, the employee may request a meeting with his/her supervisor involved and the next level supervisor. The purpose of that meeting will be to discuss the area(s) of disagreement. The immediate supervisor may, at his/her discretion, revise the original evaluation as a result of such discussion.

Section D. Restrictions

Written memos of counseling, oral warnings or reprimands, and written reprimands will cease to have any force and effect and will be removed from the employee's personnel file twenty-four (24) months after the effective date of the last reprimand. All such documents will remain a part of the employee's file until completion of a twenty-four (24) month period without any reprimand.

Article XI Holidays

Section A. Days

The following twelve (12) paid holidays will be observed by the Unit:

- (1) New Year's Day
- (2) Martin Luther King Jr. Birthday
- (3) Memorial Day
- (4) Juneteenth
- (5) Independence Day
- (6) Labor Day
- (7) Veterans Day
- (8) Thanksgiving Day
- (9) Day After Thanksgiving Day
- (10) An Additional Christmas Holiday
- (11) Christmas Day
- (12) The Employee's Birthday (which may be used on or after the Birthday)

Section B. Eligibility

All full-time permanent employees shall be eligible for paid holidays.

Section C. Holidays Occurring on Weekends

- (1) Non-Shift Employees. Holidays which fall on a Saturday will be observed on the preceding Friday. Holidays which fall on a Sunday will be observed on the following Monday.
- (2) Shift Employees. The above noted holidays shall be observed or recognized on the actual day on which they are nationally observed regardless of the day of the week, i.e., holidays which fall on Saturday will be observed on that day only. (There will be no carryover to Friday or Monday.)
- (3) In the event the employee's birthday falls on one of the other recognized holidays, it will be observed at some later date with the approval of the Police Chief.

Section D. Additional Christmas Holiday

When Christmas falls on Tuesday, Wednesday, Friday or Saturday, in addition to the legal holiday observance, the preceding work day shall also be observed as a holiday. When Christmas falls on Sunday, Monday or Thursday, in addition to the legal holiday observance, the following work day shall be observed as a holiday.

Section E. Holidays Occurring During Leaves of Absence

When a holiday occurs during a leave of absence for which an employee receives compensation, i.e., vacation, sick, compensatory, emergency, or injury, holiday pay will be provided on the prescribed holiday.

Section F. Holidays for Shift Workers

Employees engaged in shift work who are unable to observe a holiday will be permitted to take equivalent time off within twelve (12) months of the designated holiday.

Article XII Leaves

Section A. Military Service

Military leave will be provided in accordance with applicable state and federal legislation.

Section B. Jury Duty, Conferences and Other Meetings

Employees on jury duty will receive their normal pay for regular work days spent on a jury panel. The employee shall submit the payment received from the court to the City Treasurer's Office, less any amount included for travel allowance or expense reimbursement. Any employee on a jury panel shall return to work for the balance of the day when excused for the day by the court.

Employees may, upon written request, be excused from work to attend various conferences and official meetings regarding City business. Attendance at such meetings will be considered as time on duty, provided the proper advance approval is obtained.

Section C. Leaves of Absence

(1) Emergency Leave

- (a) In case of death in the "immediate family," a permanent employee may be granted a leave of absence with pay up to seven (7) calendar days by the Police Chief. "Immediate family" is defined as spouse, child or parent.
- (b) In the case of death in the "family," a permanent employee may be granted a leave of absence with pay up to four (4) calendar days by the Police Chief. "Family" is defined as father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, and any other relative living in the same household.

- (c) If the situation warrants an extension, the Police Chief may grant up to an additional three (3) calendar days. A written explanation of any such extension must be filed with the City Manager.

(2) Leave of Absence Without Pay

The Police Chief, with the approval of the City Manager, may grant leave of absence without pay. A single leave of absence may not be for more than twelve (12) months.

Leaves of absence, except military leave, of over thirty (30) calendar days shall result in an “adjusted start date” for purposes of vacation accrual, longevity payment and adjustment to “anniversary date” for merit salary increases to account for the lost service time.

Section D. Absence Without Leave

If an employee shall, without proper authorization, be absent from duty, whether for part or all of a working day or for a longer period, such absence may be grounds for disciplinary action or discharge. Absence without leave for any three (3) full duty shifts during a contract year may be considered cause for automatic termination of employment.

**Article XIII
Vacation**

Section A. Eligibility

All permanent full-time employees shall be eligible for vacation leave upon accrual.

Continuous service shall be terminated by resignation, dismissal, or retirement. If an employee so terminated receives a subsequent reappointment, no credit will be given for the period of service prior to the termination. Continuous service shall not be considered broken if an employee:

- (1) Is on military leave of absence and returns to City employment in accordance with Federal and State Law.
- (2) Is on authorized leave of absence or on a temporary suspension without pay. However, no credit shall be allowed for time for employees suspended or on leave without pay for over thirty (30) consecutive calendar days, and additional time equal to the loss of service must be served to qualify for vacation.

Section B. Accrual

Vacation leave shall be accrued as follows:

- (1) Vacation leave for all permanent, full-time employees with less than seven (7) years of continuous service shall be at the rate of ten (10) working days (or eighty (80) hours) for each twelve (12) months of active City service.
- (2) Vacation leave for all permanent, full-time employees who have completed seven (7) years or more of continuous service, but not more than twelve (12) years, shall be at the rate of fifteen (15) working days (or one hundred twenty (120) hours) for each twelve (12) months of active City service.
- (3) Vacation leave for all permanent full-time employees who have completed twelve (12) years or more of continuous service, but not more than nineteen (19) years, shall be at the rate of twenty (20) working days (or one hundred sixty (160) hours) for each twelve (12) months of active City service.
- (4) Vacation leave for all permanent full-time employees who have completed nineteen (19) years or more of continuous service shall be at the rate of twenty-five (25) working days (or two hundred (200) hours) for each twelve (12) months of active City service.
- (5) However, accrual schedules shall be offset by “adjusted start date” to account for lost service time as outlined in Article XII, Section C (2) Leaves of Absence Without Pay.

Section C. Administration

Vacation leave shall be administered as follows:

- (1) All vacation leave and schedules shall be determined and approved by the Police Chief. The Police Chief will approve or disapprove such vacation leaves with regard to the department’s operating requirements and responsibilities. It is expressly understood that the final right to approve or disapprove the vacation period is exclusively reserved by the Police Chief in order to ensure the orderly and efficient performance of services.
- (2) Vacation leave shall be charged as used in amounts of not less than one (1) hour.
- (3) When a holiday occurs during an employee’s assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.
- (4) Vacation must be taken within a twelve (12) month period after the completion of the year in which it is earned unless written authorization extending this period is obtained from the Police Chief and City Manager.

- (5) Vacation selection will be determined by the individual employee's date of promotion into their current classification. In the event a vacation is split, taken at more than one time, the second and third choices shall be determined in the same fashion.
- (6) When any part of an employee's first choice vacation period is cancelled, he/she will be compensated at time and one-half for the period cancelled. All vacation time cancelled will be used by the employee at a later date.
- (7) Vacation must be taken within a twelve (12) month period after the completion of the year in which it is earned, unless written authorization extending this period is obtained from the Police Chief and City Manager. The maximum vacation accrual permitted to be carried or paid upon termination is 600 hours. Those covered employees who were grandfathered under the City's SPM vacation policy as of March 1, 2010, will continue to have grandfather status.

Article XIV Sick Leave

Section A. Eligibility

All permanent full-time employees shall be eligible for paid sick leave.

Section B. Accrual

Sick Leave shall be accrued as follows:

- (1) Sick leave shall be accrued for all permanent full-time employees at the rate of one work day for each month of service with no limit to accumulation.
- (2) An employee shall continue to accrue sick leave while on any other compensated (paid) leave.

Section C. Usage

Sick Leave shall be granted under the following circumstances:

- (1) Physical incapacity not incurred in the line of duty.
- (2) Personal illness.
- (3) Medical, dental or optical appointments during work hours only if the employee can establish he/she could not reasonably schedule such appointment during non-work hours.
- (4) Enforced quarantine of the employee in accordance with community health regulations.

- (5) Serious illness of an emergency nature of the immediate family (spouse, child, parent, sibling).

“Emergency nature” generally refers to an unplanned illness, accident or unscheduled doctor’s visit involving an urgent or life-threatening condition. Such emergency is normally considered to cover only one 24-hour period. Thus, a maximum of 8 hours of sick leave could be authorized. However, up to a maximum of 10 calendar days may be approved in cases involving hospitalization for a “serious” or life-threatening condition and up to one full day for outpatient testing which involves “serious” medical conditions.

- (6) The first day an employee’s child becomes ill and must stay home from school or day care.
- (7) A member of the employee’s immediate family is scheduled for outpatient testing involving serious side effects or potentially serious results. The employee may use up to one day (8 hours) of sick leave.

Section D. Administration

Sick leave shall be administered as follows:

- (1) Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.
- (2) Sick leave shall be chargeable only when used on regularly scheduled work days or work periods.
- (3) The Police Chief has the right to verify the reported sickness of any employee and may require a doctor’s certificate for absence due to sickness. The certificate must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence.

In individual cases, if there is a sufficient reason to believe the employee may be abusing the sick leave privilege, the employee shall first be advised by an interview of the reasons of sick leave. If the employee leave pattern continues, a medical certificate will be required for all absences of sick leave and the employee will be advised in writing that all future requests for sick leave must be supported by an acceptable medical certificate. Abuse of sick leave shall be cause for disciplinary action up to and including dismissal.

Section E. Separation

No payment for unused sick leave shall be made upon separation from City employment except in cases of retirement or death of a permanent employee of the City, as prescribed hereinafter. In the event of the employee's retirement, which meets the requirements of the applicable Federal or State Statutes, or his/her death, the employee or his/her beneficiary shall be paid fifty (50) percent of his/her daily salary based on his/her salary rate at the time of his/her retirement or death for each full day of unused sick leave credit the employee has accrued, provided, however, that the maximum unused sick leave to be compensated for at the rate of fifty percent (50%) is limited to 1,500 hours.

Article XV Health and Welfare

The City shall make reasonable provisions for the safety and health of employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect the employees from injury or illness in conformance with the statutory requirements.

Employees are expected to follow the established City procedures for reporting occupational injuries and illness to their supervisors and the Employee Health Clinic. Authorization from the Employee Health Clinic is required for all outside treatment, except in the event of an emergency. The use of unauthorized medical, prescription and hospital services is not recoverable from the City.

Article XVI Training and Career Development

Section A. Employee Training

The purpose of this section is to establish policy for employee training and for sending City employees to special outside courses of instruction relating to their employment with the City which does not accrue credit toward a high school diploma or high school equivalency certificate, college degree, law degree, CPA recognition or related educational certification.

- (1) The City will, at its discretion, provide orientation and on-the-job training for each employee. Upon the recommendation of the Chief, and approval of the City Manager, an employee may be sent to outside instructional courses as means of upgrading his/her capabilities as a City employee.
- (2) The criteria for evaluating a request to attend outside instructional courses shall be that the estimated value to the City from the course is commensurate with the total cost including tuition, transportation, meals, lodging, pay and other expenses; that consideration be given to the quality of both the curriculum and the instructors involved so as to be reasonably certain that the course will be practical and usable in City operation; and that in the case of a prolonged course of instruction, that there will be adequate coverage of the employee's normal duties during his/her absence.

- (3) Employee training to improve work performance of the employee in his/her present position, both by means of in-service instruction and outside instructional courses, may be conducted during or after the employee's working hours.

Training to prepare the employee for promotion shall be on the employee's own time, unless because of shortage of manpower or other circumstances, it is in the City's interest to use work time.

Section B. Employee Education

The purpose of this section is to establish policy for the academic education of City employees which will be of benefit to both the employee and the City. This policy pertains to courses attended by City employees which accrue credit toward a college degree, college graduate degree, law degree, CPA recognition or related educational certification.

- (1) Upon the request of the employee, recommendation of the Chief and approval of the City Manager, a permanent full-time City employee may participate in the Education Tuition Reimbursement Program described hereafter subject to the following requirements.
 - (a) That the course shall directly relate to the employee's current job duties; any course, including outside-the-major electives, required for a degree or certificate in a field either directly related to the employee's current duties, or a field in which the employee would have a reasonable expectation of being promoted to while employed with the City. Such course work must be completed at an officially accredited educational institution.
 - (b) That the employee shall satisfy the necessary prerequisite of the course for which he/she requests tuition reimbursement and shall receive approval of the City Manager prior to enrolling in the course.
 - (c) That participation in the Education Tuition Reimbursement Program shall be solely on the employee's time.
 - (d) Tuition for degree credit awarded for "job or life experience" is not subject to the Tuition Reimbursement Program.
- (2) City employees approved for participation in the Education Tuition Reimbursement Program shall be eligible for reimbursement by the City for one hundred percent (100%) of tuition, books and lab fees for courses offered by accredited education institutions up to a limit of two thousand four hundred dollars (\$2,400) per fiscal year.

Tuition Reimbursement shall be made upon completion of the course with a grade of "C" or better, and upon application to the Chief of Police showing evidence of successful course completion. Employees taking a leave of absence for educational purposes shall not be eligible for participation in the Education Tuition Reimbursement Program.

Section C. Training on New Processes

Whenever the duties of a position are to be materially changed by the introduction of new machines or processes requiring different skills and knowledge, any permanent or probationary employee affected by the change shall be given a reasonable opportunity to learn to perform the new duties and to qualify for status in any new class of positions required for such work. Any employee who, after a reasonable training period, qualifies for an appointment in a different class and is deemed to possess the specific education and experience requirement for such class shall be appointed thereto with the same status and seniority which he/she last had in the previous class. Employees who do not qualify for such appointments shall be reassigned to other duties appropriate to his/her class or be laid off in accordance with the provision of law and this Agreement regarding layoff.

Article XVII Payroll Deductions

All employees will receive their wages by means of direct electronic deposit.

Any employee may authorize deductions from his/her pay for the following purposes:

- (1) Credit Union
- (2) United Campaign Fund
- (3) Any other which may be mutually agreed to.

Article XVIII Seniority

Seniority for the purpose of benefit accrual and lay-off procedures, is determined by the continuous unbroken service as a permanent full-time employee of the City. In computing seniority, periods of employee suspension and leave of absence without pay (except absences due to disability, Family Medical Leave and Military Leave) in excess of sixty (60) cumulative calendar days per year shall be deducted from the employee's time of seniority.

Article XIX Use of Bulletin Boards

The City will provide reasonable space, for official Union business, on each bulletin board in each work area of the Unit.

Use of the boards shall be limited to five (5) general types of notices.

- (1) Listing of Union officers and officials
- (2) Union meetings
- (3) Union elections
- (4) Union recreational and social events
- (5) Union educational notices

Article XX
Transfer Privileges

A transfer is the movement of a covered sergeant, lieutenant, or captain from one bureau to another within the same classification.

Annually, beginning July 1, 2011, covered sergeants, lieutenants, and captains may submit a list of department transfers that they have an interest in provided they meet the requirements of the position as determined by the Chief. A covered sergeant, lieutenant, or captain that is transferred pursuant to this section shall normally remain in that position for a minimum of one year unless the Chief has determined an immediate need for the person in another position based on the operational efficiency of the department or if the Chief determines the person is not performing at a satisfactory level in the position.

Temporary transfers for a period generally not in excess of six (6) months may be made by the Chief in the best interest of the department. These temporary transfers may be extended if necessary to complete the project assigned.

If a new position is established that was not known or available at the time of the annual polling, the Chief will permit covered employees a window of seven (7) calendar days to express their interest in such position.

As a matter of course, a covered sergeant, lieutenant, or captain who will be transferred to another position shall be provided at least two weeks' notice before the transfer becomes effective unless circumstances, as determined by the Chief, require a sooner or immediate transfer.

Article XXI
Reduction in Force

Whenever it becomes necessary for the employees of a specific classification to be laid off because of lack of work, lack of funds, or reorganization, procedures provided in Chapter 400 of the Code of Iowa (Civil Service) shall be recognized.

Article XXII
No Strike-No Lock Out

Neither the Union, its officers or agents, nor an employee directly or indirectly, shall induce, instigate, encourage, authorize, ratify, or participate in any strike against the employer.

A strike is defined as an employee's refusal, in concerted action with others, to report to duty, or to be willfully absent from work, or the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for purpose of inducing, influencing, or coercing a change in the conditions, compensation rights, privileges, or obligations of employment.

The employer will not engage in any “lockout” activity of the employees in this Unit during the term of this Agreement.

Article XXIII
Uniform and Clothing Provisions

Section A. General Provisions

Each officer shall receive all necessary clothing and equipment as listed as those currently prescribed in the present Rules and Regulations.

Section B. Replacement

Each employee shall receive replacement for those items that have been damaged through performance of duty. Personal property, required to be carried on duty, such as a watch, glasses, etc. shall be replaced or repaired at a reasonable price, not to exceed \$200 as determined by the Police Chief in the event of damage pursuant to police activity and up to current market value toward a service weapon lost in the line of police duty. This replacement is at the discretion and authority of the Police Chief.

Section C. Plain Clothes Allowance

The City agrees to contribute \$600 per year toward the purchase of plain clothing required by the bargaining unit personnel.

Article XXIV
Wages

Section A. Compensation

Each employee shall be compensated in accordance with the respective classification title and corresponding salary range as set forth in Appendix “B” for the pay periods beginning July 1, 2021 through June 30, 2024.

Effective July 1, 2021, compensation of employees in the job classifications Police Sergeant and Police Captain will increase by three and one-quarter percent (3.25%).

Compensation of employees in the job classifications Police Lieutenant will increase by three and one-half percent (3.50%).

One-half percent (.50%) will be added to steps 7 and 8 of the Police Lieutenant salary grade and one-quarter percent (.25%) to the Police Captain salary grade.

Effective July 1, 2022, compensation of employees in each job classification will increase by three and one-half percent (3.50%).

One-half percent (.50%) will be added to steps 7 and 8 of the Police Lieutenant salary grade and one-quarter percent (.25%) to the Police Captain salary grade.

Effective July 1, 2023, compensation of employees in each job classification will increase by three and one-half percent (3.50%).

One-half percent (.50%) will be added to steps 7 and 8 of the Police Lieutenant salary grade and one-quarter percent (.25%) to the Police Captain salary grade.

Section B. Within Grade Salary Increases

After promotion, the employee shall be eligible for a pay increase to a rate midway between his/her entrance rate and the next higher step upon the satisfactory completion of six months in the classification. Then upon the completion of twelve (12) months service in the classification, the employee shall be eligible upon proper recommendation, for an additional one-half (1/2) step increase to the next higher rate of pay. The employee shall then be eligible, upon proper recommendation, on that “anniversary date” for annual one (1) step increases until the top step of assigned pay range is reached. Any salary increase granted in advance of the “anniversary date” shall be termed extra meritorious and shall establish a new “anniversary date.”

Such pay adjustments shall be made effective at the beginning of the pay periods during which the required qualified service and other requirements are reached.

Section C. Transfer Pay

When an employee is transferred to a position in another class, and the class is assigned to the same pay grade as the employee’s former class, he/she shall be entitled to the corresponding step in the grade of the class to which he/she has been transferred.

Section D. Promotion Pay

Upon promotion to a classification having a higher pay range, the employee shall receive an increase in pay equal to at least one (1) step in the salary range to the next whole step or the first (1st) step of the newly assigned range whichever is greater.

Section E. Reporting Pay

If an employee reports for work at his/her regular time and place but is sent home by the supervisor because work cannot be performed, such employee shall be paid a minimum of two (2) hours pay at their regular straight time rate.

Section F. Recall Pay

When an employee, after completing a regular shift and leaving work, is recalled to work, he/she shall receive a minimum of two (2) hours pay at the regular straight time rate.

Section G. Bilingual Pay

Each permanent employee who is recognized as proficient in a foreign language as determined by the Chief, shall receive additional compensation at the rate of one thousand dollars (\$1,000) per year to be paid on a pro-rated basis on each regular pay day.

Section H. Bomb Squad and Clandestine Lab Team Pay

Clandestine Lab Team – Each permanent employee who is assigned by the Chief to the clandestine lab team will receive additional compensation at the rates of \$1,600 per year to be paid on a pro-rated basis on each regular pay day.

Bomb Squad – Each permanent employee who is assigned by the Chief to the bomb squad will receive additional compensation at the rate of \$1,600 per year to be pro-rated on each regular pay day. Additionally, beginning July 1, 2006, each such employee shall accrue a deferred payment of an additional \$500 per year payable after every five years of service on the bomb squad. A -bomb squad member that is transferred by action of the chief and thus unable to complete the required five years to receive the deferred payment, shall receive a pro-rated payment for the number of years completed at the time of the Chief mandated removal from the bomb squad.

Section I. Court Pay

An employees' appearance on the first day of a regularly scheduled absence shall be compensated at one and one-half times their regular hourly salary for actual time spent in court, or a minimum of two hours at the one and one-half time rate, whichever is greater. The minimum compensation shall be three hours. There will be no maximum amount of court pay compensation.

An employees' appearance on the second or subsequent day off of a regularly scheduled absence shall be compensated at two (2) times the regular hourly salary for actual time spent in court, or a minimum of two hours at the double time rate, whichever is greater. The minimum shall compute to four hours of pay. There will be no maximum amount of court pay compensation.

Section J. On-Call Compensation

Employees designated by the Chief, to serve on a rotating on-call list, whereby such employee must be reachable by cellular telephone or pager and must be able and in a condition to respond to a call to return to service within a reasonable amount of time as determined by the Chief, shall receive one (1) hour of compensatory time added to the employee's "C" time balance for each day they have the call-out rotation to respond and are not called to service. Employees cannot receive on-call pay for more than one assignment in any week.

Section K. Shift Differential

In addition to the established wage rates, the City will pay an hourly premium of thirty-five cents (\$0.35) per hour to employees beginning work on or after 1:00 p.m. but before 5:00 a.m. Employees shall not be eligible for a shift differential pursuant to this section as a result of an extension of their regular workday into a shift differential period. Shift differential shall not apply in calculating holiday, vacation, sick leave, or any other benefit.

Section L. Acting Officer Pay

An employee who performs duties in a higher classification for no less than five (5) hours in a particular shift shall be paid one (1) additional hour at the regular straight time rate at the employee's base rate of pay.

Article XXV Longevity Pay

Permanent employees who have performed satisfactory continuous service for the required number of years shall be eligible to begin receiving longevity pay at the beginning of the payroll period in which the required number of years has been completed.

Section A. Continuous Service

Continuous service shall be terminated by resignation, dismissal, or retirement. If an employee so terminated received a subsequent reappointment, no credit will be given for the period of service prior to the termination. Continuous service shall not be considered broken if an employee:

- (1) Is on military leave of absence and returns to City employment in accordance with Federal and State Law.
- (2) Is on authorized leave of absence or on a temporary suspension without pay. However, no credit shall be allowed for time toward the accumulation of a five year period by employees suspended or on leave without pay for over thirty (30) consecutive calendar days, and additional time equal to the loss of service must be served to qualify for longevity.

Section B. Amount of Payment

Eligible employees shall receive the following flat dollar amounts upon completion of the required number of years:

Annual Payment

<u>Years</u>	<u>%</u>
After 5	1%
After 9	2%
After 13	3%
After 17	4%
After 21	5%
After 25	6%

Payments shall be made on a pro-rate basis on each regular payday.

Section C. Limitations

An employee who is suspended, on leave of absence without pay, or otherwise off the payroll for any period of thirty (30) consecutive calendar days or more shall receive no longevity credit for such period

**Article XXVI
Deferred Compensation**

An employee shall be eligible to defer salary up to the limits established by the Internal Revenue Service into a City sponsored IRC section 457 deferred compensation plan.

**XXVII
Savings Clause**

If any article or section of this Agreement shall be held invalid by operation of law or by a tribunal or competent jurisdiction or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

In the event of a conflict between this Agreement and provisions of Chapter 400 and/or Chapter 411 of the Code of Iowa, the latter shall prevail.

Article XXVIII Insurance

The following employee benefit plans shall be provided to full-time permanent employees, subject to the terms and conditions of the respective group contract or plan document of the insurer.

Section A. Life

The City agrees to provide straight term life insurance coverage of two times the annual base salary earnings rounded to the next highest \$1000 of the employee.

Section B. Health and Medical

The City of Des Moines will make available a health insurance plan as described in Health Plan Exhibit 1 to employees and their dependents.

Effective July 1, 2021, employees will contribute eleven percent (11%) of the applicable premium.

Employees that participate in an annual Wellness program will receive a 1% reduction of the monthly premium. The Wellness incentive will include a bio-metric health assessment.

Health insurance premium contributions will be made on a pre-tax basis.

Section C. Dental

The City will provide dental insurance coverage as provided to SPM employees.

Beginning July 1, 2021, employees selecting either single or family coverage will contribute one dollar (\$1.00) towards the monthly premium.

Section D. Surviving Spouse

The health, medical and dental insurance referred to in this article shall continue in effect at City expense for the surviving spouse and dependents of any employee who dies as a result of personal injury sustained in the line of duty and who is the recipient of benefits under the Federal Public Safety Officers' Benefits Act of 1976, 42 U.S.C. 3796 as presently in effect or as may be amended during the term of this Agreement, subject to the following exceptions:

- (1) The insurance coverage extended by this section shall terminate 30 days after the remarriage of the surviving spouse.

- (2) The insurance coverage shall not be extended to a surviving spouse or to any dependent who already has insurance coverage provided by another employer.

Article XXIX
Complete Agreement and Waiver of Bargaining

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 City and the Union, for the life of this Agreement each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to 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. This article is subject to “Savings Clause.”

Article XXX
Duration of Agreement

This Agreement shall be in effect beginning July 1, 2021 through June 30, 2024.

Article XXXI
Grandfather Provisions

A covered captain, lieutenant, or sergeant who held rank in or out of the bargaining unit on or before January 1, 2011, shall be eligible to be grandfathered and continue receiving the following: (1) a match of up to 4.5% of pay in either the 401a or 457 deferred compensation plans made available by the City pursuant to plan provisions, (2) continuation until December 31, 2012 of contributions to a FSA in an amount equal to contributions made on behalf of Police Department SPM employees, and (3) continuation until December 31, 2012 of contributions to a VEBA in an amount equal to contributions made on behalf of Police Department SPM employees. Employees entering the ranks of captain, lieutenant or sergeant after January 1, 2011, shall be eligible to receive a match of pay in either the 401a or 457 deferred compensation plans made available by the City pursuant to plan provisions in an amount equal to contributions made on behalf of Police Department SPM employees.

Article XXXII
Appendices

The following appendices are incorporated and made part of this Agreement.

Appendix A Unit Classifications and Salary Range Assignments

Appendix B Salary Schedule

The undersigned hereby approve and concur in this Agreement this 27 day of MAY, 2021.



Theodore Stroope, President
Des Moines Police Gold Braid Organization



T. M. Franklin Cownie, Mayor

ATTEST:



Kay Cmelik, City Clerk

Appendix A – Unit Classifications

<u>Code</u>	<u>Classification Title</u>	<u>Range</u>
GD9753	Police Sergeant	Sgt
GD9754	Police Lieutenant	Lt
GD9756	Police Captain	Cpt

Appendix B – Salary Schedule

Class Title	Step	Munis Ref	June 14, 2021			June 13, 2022			June 26, 2023		
			Hourly Rate	Biweekly Rate	Annual Rate	Hourly Rate	Biweekly Rate	Annual Rate	Hourly Rate	Biweekly Rate	Annual Rate
SGT	10	1	40.49	3,239	84,219	41.91	3,353	87,173	43.38	3,470	90,230
	15	2	41.42	3,314	86,154	42.87	3,430	89,170	44.37	3,550	92,290
	20	3	42.35	3,388	88,088	43.83	3,506	91,166	45.36	3,629	94,349
	25	4	43.29	3,463	90,043	44.81	3,585	93,205	46.38	3,710	96,470
	30	5	44.22	3,538	91,978	45.77	3,662	95,202	47.37	3,790	98,530
	35	6	45.26	3,621	94,141	46.84	3,747	97,427	48.48	3,878	100,838
	40	7	46.34	3,707	96,387	47.96	3,837	99,757	49.64	3,971	103,251
	45	8	47.45	3,796	98,696	49.11	3,929	102,149	50.83	4,066	105,726
	50	9	48.60	3,888	101,088	50.30	4,024	104,624	52.06	4,165	108,285
	55	10	49.69	3,975	103,355	51.43	4,114	106,974	53.23	4,258	110,718
	60	11	50.79	4,063	105,643	52.57	4,206	109,346	54.41	4,353	113,173
	65	12	50.91	4,073	105,893	52.69	4,215	109,595	54.53	4,362	113,422
	70	13	51.03	4,082	106,142	52.82	4,226	109,866	54.67	4,374	113,714
	75	14	51.15	4,092	106,392	52.94	4,235	110,115	54.79	4,383	113,963
	80	15	51.28	4,102	106,662	53.07	4,246	110,386	54.93	4,394	114,254

Class Title	Step	Munis Ref	June 14, 2021			June 13, 2022			June 26, 2023		
			Hourly Rate	Biweekly Rate	Annual Rate	Hourly Rate	Biweekly Rate	Annual Rate	Hourly Rate	Biweekly Rate	Annual Rate
LT	10	1	44.33	3,546	92,206	45.88	3,670	95,430	47.49	3,799	98,779
	15	2	45.37	3,630	94,370	46.96	3,757	97,677	48.60	3,888	101,088
	20	3	46.45	3,716	96,616	48.08	3,846	100,006	49.76	3,981	103,501
	25	4	47.57	3,806	98,946	49.24	3,939	102,419	50.96	4,077	105,997
	30	5	48.72	3,898	101,338	50.43	4,034	104,894	52.20	4,176	108,576
	35	6	49.78	3,982	103,542	51.52	4,122	107,162	53.32	4,266	110,906
	40	7	50.83	4,066	105,726	52.61	4,209	109,429	54.45	4,356	113,256
	45	8	52.04	4,163	108,243	53.86	4,309	112,029	55.75	4,460	115,960
	50	9	53.24	4,259	110,739	55.10	4,408	114,608	57.03	4,562	118,622
	55	10	54.44	4,355	113,235	56.35	4,508	117,208	58.32	4,666	121,306
	60	11	55.64	4,451	115,731	57.59	4,607	119,787	59.61	4,769	123,989
	65	12	55.77	4,462	116,002	57.72	4,618	120,058	59.74	4,779	124,259
	70	13	56.20	4,496	116,895	58.45	4,677	121,592	60.80	4,864	126,460
	75	14	56.33	4,506	117,167	58.60	4,687	121,878	60.95	4,876	125,776
	80	15	56.47	4,518	117,460	58.74	4,699	122,174	61.10	4,888	127,088

Class Title	Step	Munis Ref	June 14, 2021			June 13, 2022			June 26, 2023		
			Hourly Rate	Biweekly Rate	Annual Rate	Hourly Rate	Biweekly Rate	Annual Rate	Hourly Rate	Biweekly Rate	Annual Rate
CPT	10	1	49.66	3,973	103,293	51.40	4,112	106,912	53.20	4,256	110,656
	15	2	50.79	4,063	105,643	52.57	4,206	109,346	54.41	4,353	113,173
	20	3	51.91	4,153	107,973	53.73	4,298	111,758	55.61	4,449	115,669
	25	4	53.17	4,254	110,594	55.03	4,402	114,462	56.96	4,557	118,477
	30	5	54.43	4,354	113,214	56.34	4,507	117,187	58.31	4,665	121,285
	35	6	55.77	4,462	116,002	57.72	4,618	120,058	59.74	4,779	124,259
	40	7	57.11	4,569	118,789	59.11	4,729	122,949	61.18	4,894	127,254
	45	8	58.49	4,679	121,659	60.54	4,843	125,923	62.66	5,013	130,333
	50	9	59.87	4,790	124,530	61.97	4,958	128,898	64.14	5,131	133,411
	55	10	61.24	4,899	127,379	63.38	5,070	131,830	65.60	5,248	136,448
	60	11	62.59	5,007	130,187	64.78	5,182	134,742	67.05	5,364	139,464
	65	12	62.75	5,020	130,520	64.95	5,196	135,096	67.22	5,378	139,818
	70	13	63.06	5,045	131,159	65.43	5,234	136,085	67.89	5,417	140,851
	75	14	63.21	5,057	131,472	65.59	5,247	136,420	68.09	5,437	141,377
	80	15	63.37	5,069	131,805	65.75	5,260	136,754	68.22	5,458	141,900

Exhibit 1

City of Des Moines Health Plan Effective July 1, 2018

	Option 1
Deductible	\$250/\$500
Out-of-Pocket Maximum	\$750/\$1,500
Coinsurance	
In-network	90/10
Out-of-network	70/30
Office Visit Co-pay	
Level 1	\$10
Level 2	\$10
Emergency Room Co-pay	\$50
Coinsurance	
In-network	10%
Out-of-network	30%
Prescription Drug Co-pay	
Generic	\$5
Brand formulary	\$15
Brand non-formulary	\$15

Memorandum of Agreement between the Des Moines Police Gold Braid Organization and the City of Des Moines

The Des Moines Police Gold Braid Organization (GBO) and the City of Des Moines (City) have mutually agreed to amend Article XIV (Sick Leave), Section E (Separation) of the collective bargaining agreement effective July 1, 2021 through June 30, 2024.

Both parties agree that these changes do not affect other areas of the collective bargaining agreement, nor is it the intention to do so. If agreed, this amendment would be effective for purpose of eligibility for sick leave payout on or after February 1, 2023.

Article XIV, Section E is hereby amended as follows:

Section E. Separation

No payment for unused sick leave shall be made upon separation from City employment except in cases of retirement or death of a permanent employee of the City, as prescribed hereinafter. In the event of the employee's retirement, which meets the requirements of the applicable Federal or State Statutes, or his/her death, the employee or his/her beneficiary shall be paid fifty (50) percent of his/her daily salary based on his/her salary rate at the time of his/her retirement or death for each full day of unused sick leave credit the employee has accrued, provided, however, that the maximum unused sick leave to be compensated for at the rate of fifty percent (50%) is limited to 1,500 hours.

Retirement includes a voluntary resignation by an employee who is subsequently granted a disability retirement by the Municipal Fire and Police Retirement System of Iowa (MFPRSI) within 180 days from the employee's last day of employment. The application for disability retirement must have been submitted to and physically received by MFPRSI prior to the employee's final day of employment. Payment of sick leave as described above will be made within a reasonable time after receiving notice from MFPRSI that a disability retirement was granted.

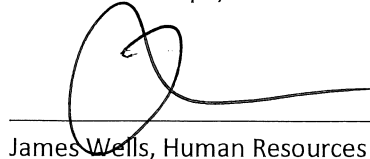
Agreed this 20th day of MARCH 2023.

For the Union:



Theodore Stroope, Des Moines Police Gold Braid Organization

For the City:



James Wells, Human Resources Director