

## WAGES

1. Appendix "A" attached hereto and made a part of this Agreement displays the wage schedule to be paid for all classifications represented by the Association.
2. All members shall receive overtime pay at the rate of time and one-half (1-1/2) of the employee's regular rate of pay for all hours worked in excess of their normal workday. The method of payment for overtime, be it monetary compensation or compensatory time off, will be determined by the employer and the employee before overtime is worked. All overtime not covered by minimum pay requirements shall be pro-rated to the nearest .25 (1/4th) hour.
3. A patrol officer assigned to Officer in Charge (OIC) or similarly named position in charge of a shift in the absence of a Sergeant shall receive Sergeant's Midpoint Pay. An investigator assigned as Acting Lieutenant in the absence of the Investigation Lieutenant shall receive Lieutenant's Midpoint Pay. When assigned to serve as OIC for two (2) hours or more, the officer/investigator shall receive Midpoint Pay for the applicable position for that period of time.
4. For all required court appearances and/or hearings in excess of their normal work shift, employees will be compensated at the overtime rate with a guaranteed minimum of two (2) hours compensation. Telephone conferences will be compensated at the overtime rate as per above except at a guaranteed minimum of one (1) hour. In order to be compensated for telephone conferences the officer will provide the subpoena and may be required to furnish additional information.
5. A member's hourly rate of pay shall be determined by the member's annual salary divided by two thousand eighty (2080).
6. Overtime work shall normally be distributed equally within the commissioned and noncommissioned employees of the bargaining unit regardless of job classification or assignment. The distribution of overtime shall be equalized whenever possible, over each ongoing six (6) month period. However, for purposes of this paragraph where an employee has used leave under Article VI of this Contract for at least four (4) calendar weeks in durations, the relevant six-month period shall not include the period in which the employee was on leave. A record of overtime hours worked by each employee shall be posted on the department bulletin board monthly.
7. Employees ordered to work required overtime shall be contacted in reverse order of their accumulated overtime. The first qualified employee personally contacted shall be required to work or the employee may find a replacement.
8. For purposes of court appearances ONLY, the following procedure shall apply and shall take precedence over all other overtime fulfillment procedures. If a dayshift officer is attending court and it causes the shift to fall below minimum, the officer scheduled to work on the next shift (i.e., the evening shift), who is lowest on the overtime list, shall be called in early to cover the shift minimum requirements. If an evening shift officer is attending court and it causes the shift to fall below minimum, the officer currently working on the previous shift (i.e., dayshift), who is lowest on the overtime list shall be required to stay late to cover the shift minimum requirements.

This procedure shall only apply to situations where court is scheduled during the last two hours of the dayshift or the first two hours of the evening shift. All other overtime caused by officers attending court (i.e., jury trials schedule at 1000 hours) will be filled following the normal overtime fulfillment procedures.
9. Any required in-service training, while the employee is not on duty, will be compensated with time and one-half (1-1/2).
10. The employer may require attendance of an employee at any location for the purpose of training. The employer will, in addition to paying the cost of tuition, provide necessary books and/or supplies; if

outside of Linn County, pay for meals, lodging and the expense of transportation and travel time in accordance with F.L.S.A.

11. In addition to the annual salaries, all members in the department having five (5) or more years of service in the City of Marion shall receive annual longevity benefits as additional wages as stated on the wage schedule for this Agreement.

12. An employee called in shall receive time and one-half (1-1/2) pay, minimum of two (2) hours.

13. Tuition Reimbursement.

- a. Employees of the bargaining unit actively pursuing a degree which is job related shall receive reimbursement for tuition and books of fifty-two and one-half percent (52.5%). To be eligible for tuition reimbursement, the degree must be job related. Employees receiving this reimbursement shall be required to sign an agreement agreeing to repay the City a prorated amount if they leave during a four-year period following the reimbursement.
- b. Eligibility for this benefit shall be determined by the following criteria and procedures:
  - (1) In order to be eligible for tuition and book reimbursement, the course taken must be a required or elective course for a degree (either Associates, Bachelors, or Masters from an accredited institution) in the law enforcement field. The employee shall obtain course approval from the Chief of Police prior to taking the course. In case of a dispute, the City Manager shall determine whether a course qualifies.
  - (2) No employee will be allowed to take courses on duty time.
  - (3) Only full-time permanent employees who have successfully completed their probationary period are entitled to tuition reimbursement.
  - (4) To obtain tuition reimbursement, employees:
    - (a) Shall have the institution send a transcript at the employee's expense, to the Chief of Police.
    - (b) Must show, through the transcript that the course has been successfully completed and the employee received a grade of a C or better.
  - (5) Tuition reimbursement will be made either directly to the educational institution or the employee when a receipt of payment of the employee's share is presented and the above criteria are met. No tuition reimbursement will be affected if the cost is assumed by another institution, scholarship, or grant-in-aid. This program is for college level work towards a law enforcement degree.
  - (6) If an employee who has received tuition reimbursement terminates work with the City within one (1) year after completion of the course, an amount equal to the reimbursement will be deducted from his/her last check.

14. Education Incentive.

- a. Employees of the bargaining unit shall receive education incentive as follows:
  - (1) Master of Arts/Science degree: \$135/month
  - (2) Bachelor of Arts/Sciences degree: \$105/month
  - (3) Associates of Arts/Science degree: \$60/month
  - (4) Other Course Work: \$1.00 per month per credit hour to a maximum of 60 hours.
- b. Eligibility for education credit shall be determined by the following criteria and procedures:
  - (1) For purposes of computing the monthly credit benefit, hours shall be expressed as semester hours. A course rated by quarter (1/4) hours will be given a three to two (3:2) ratio of semester hour's credit. For example, a three quarter (3/4) hour course shall be given two (2) semester hours credit.
  - (2) The monthly compensation shall be applicable to courses heretofore and hereafter completed.

- (3) Those hours for which the employees will receive the monthly allowance will mean a post secondary subject which is taken as a required or elective course for a degree (either AA or BA from an accredited institution) in the law enforcement field. This provision applies to both commissioned and non-commissioned employees. The employee shall obtain course approval from the Chief of Police prior to taking the course. In case of a dispute, the City Manager shall determine whether a course qualifies.
- (4) Only full-time permanent employees who have successfully completed their probationary period are entitled to education credit.
- (5) To qualify for Education Credit, employees:
  - (a) Shall have the institution send a transcript, at the employee's expense, to the Chief of Police.
  - (b) Must show, through the transcript that the course has been successfully completed and the employee received a grade of a C or better.
- (6) In no case is education credit pay to be granted for completion of course work at the Law Enforcement Academy or similar institutions. This program is for college level work towards a law enforcement degree.
- (7) The monthly credit allowance shall be paid commencing the first pay period after submission of proof of completion of courses.

### **ARTICLE III EMPLOYEE HOURS AND DUTIES**

1. The standard work week shall consist of forty (40) hours, and these forty (40) hours will be worked in no less than four (4) consecutive ten (10) hour days or no more than five (5) consecutive eight (8) hour days. The chief may assign a regular twelve (12) hour shift schedule. The chief may also assign any other shift that he or she and the MPPA members can mutually agree on.
2. Employees shall be assigned to a steady shift with the right, so far as practical, to choose tour of duty on the basis of seniority if ability, experience, training, and grade are equal. Requests for transfers shall be determined in the same manner. Trading of shifts shall be allowed with the approval of the Chief of Police or his/her designee, consistent with the best interests of the department taking into account ability, experience, training and grade.
3. In the case of training or temporary, emergency assignment, the Chief of Police may assign an employee to a different work schedule. Such change shall not be used to avoid the seniority bidding system or as a method of eliminating overtime and shall be for a specified period of time.
4. Breaks.
  - a. All noncommissioned employees' work schedule shall provide a fifteen (15) minute break, as far as practical, during each four (4) hour shift period. Noncommissioned employees who work beyond eight (8) hours for a minimum of four (4) hours will be granted an additional fifteen (15) minute break to be taken within the first two (2) hours of overtime. At management's discretion, breaks may be combined during the overtime period.
  - b. Whenever possible, each commissioned employee shall receive two (2) fifteen (15) minute breaks during each workday and a thirty (30) minute lunch period at time to be designated by the Shift Supervisor. Employees will be on call during their lunch and break periods. Break periods will not be cumulative during the work period except as approved by the immediate supervisor.

## HOLIDAYS

1. All employees shall be guaranteed twelve and one-half (12-1/2) paid holidays per year whether worked or not.
2. Holidays shall fall into the following classes:
  - (a) Class I – Christmas, Thanksgiving, Easter, New Year's Day, Fourth of July, Memorial Day.
  - (b) Class II – Labor Day, Good Friday, Day after Thanksgiving, Day before Christmas, and one-half (1/2) day before New Year's, Two (2) Personal Days.
3. Employees who work any part of a Class I holiday shall earn time off at a rate of two (2) hours for each hour worked. Employees who work any part of a Class II holiday shall earn time off at a rate of one (1) hour for each hour worked.
4. Earned holiday time shall accumulate to a maximum of 100 hours at any point in time. Holiday time earned beyond the accrual will be forfeited. It will be the employee's responsibility to regulate their accumulated earned holiday time. In the event the employer denies an employee's request for holiday time, the employee may carry the denied time off over the 100-hour limit. The employee then has sixty (60) days to comply with the 100-hour maximum accrual.
5. When an employee requests to use his/her two (2) personal days, the employer shall not deny the request except under emergency or exigent circumstances. If the employer determines to replace the employee, the time to be worked will be posted as overtime work to bid. Should no employee bid to work, the employer will assign an employee to work.
6. Earned holiday time must be taken in increments of not less than one hour, subject to the approval of the supervisor. Requests to take earned holiday time shall be submitted in writing to the employee's immediate supervisor seventy-two (72) hours prior to the time requested off. Employees may be permitted to take holiday time off with less than seventy-two (72) hours prior to notice at the supervisor's discretion. Employees will be notified of the status of their request not later than twenty-four (24) hours following its submission.
7. Should the employer determine that an employee should take a holiday off the employer will first solicit volunteers. If more than one (1) employee volunteers the most senior employee will take the day off. Should no employee volunteer, the employer will order the employee with the greatest amount of accumulated holiday time to take the time off.
8. Employees hired prior to January 1 of the contract year shall receive two (2) personal days. However, any employee hired after January 1 of the contract year will receive one (1) personal day. All other employees shall receive two (2) personal days at the beginning of each contract year. Both personal days must be used in the fiscal year in which they are accrued.
9. Employees on probation shall accrue their personal days but shall not be eligible for such days until completion of their six (6) month probation period. Employees shall be eligible for pay for any holiday falling within a pay period for which they received compensation.

## VACATION

1. All employees shall earn annual vacation pay as follows:

Years of Service	Vacation Period	Monthly Accrual
1 <sup>st</sup> Year	80 hours	6.66 hours
3 <sup>rd</sup> Anniversary	100 hours	8.33 hours
7 <sup>th</sup> Anniversary	120 hours	10.00 hours
11 <sup>th</sup> Anniversary	160 hours	13.33 hours
17 <sup>th</sup> Anniversary	200 hours	16.66 hours

2. Beginning employees are eligible for one (1) week vacation after the first six (6) months of service.
3. Employees requesting vacation of forty (40) hours or more shall submit the leave request to their supervisor fourteen (14) calendar days prior to the first (1st) shift request for vacation time. Employees may be permitted to take vacation time off consisting of forty (40) hours or more, prior to notice at the supervisor's discretion.
4. Employees requesting vacation of less than forty (40) hours shall submit the leave request to their immediate supervisor ninety-six (96) hours prior to the requested vacation time. Employees may be permitted to take vacation time off consisting of forty (40) hours or less, prior to notice at the supervisor's discretion.
5. Except as otherwise provided by this section, vacation, compensatory, and holiday requests will not be denied if no more than one (1) employee per shift requests vacation, compensatory, or holiday. In terms of granting leave requests, vacation, compensatory, and holiday time shall all be considered equal leaves. All parties agree the personal leave time requests shall have precedence over all other leaves.
6. The parties agree that this procedure will be utilized for all vacation, compensatory, and holiday scheduling, however nothing herein shall prevent the employer from denying vacation, compensatory, and holiday requests due to the circumstances beyond its control or from granting additional employee vacation, compensatory, or holiday requests should circumstances permit. Whenever operations permit, it is the intent of the employer to grant vacation, compensatory, or holiday requests as submitted by an employee.
7. Nothing in this provision or any other part of this Collective Bargaining Agreement guarantee that an employee will be replaced because of granted vacation, compensatory, or holiday time.
8. Accrued vacation will be limited to two (2) years of vacation time at any point in time.
9. On Holidays, as recognized by Article 4 of this Collective Bargaining Agreement, the Employer shall be permitted to restrict the granting of personal days pursuant to Article 4, Section 5 of this Collective Bargaining Agreement.

## LEAVES OF ABSENCE

### 1. Sick Leave.

- a. Employees shall accrue sick leave with pay at the rate of one and one-half (1-1/2) days per calendar month for the first four (4) years of service. After four (4) years employees will accumulate one (1) day per month up to the total accumulation of one hundred twenty (120) days. An employee who has used all of his/her accumulated sick leave may request from another employee use of the other employee's accumulated sick leave rather than taking time off without pay. However, this should be used as a last resort and only if all other paid leave has been used. Furthermore, in no event can an employee use more than a total of thirty (30) days of accumulated sick leave acquired from other employees.
- b. If any employee gives sick leave to another per Paragraph 1a above, the same shall be voluntary and the employer shall honor such sick leave, which must be confirmed by written assignment on a form furnished by the City.
- c. The City may require such reasonable evidence as it may desire confirming the necessity of such benefits.
- d. A maximum of three (3) days of accumulated leave shall be available in the contract year for family illness (spouse or child) and doctor/dental appointments. Also, employee doctor and dental appointments shall be considered proper use of sick leave should the employee be unable to schedule such appointment(s) outside duty hours.
- e. All sick leave benefits shall terminate and/or be forfeited upon termination of employment, except that upon retirement commissioned employees shall be paid, as part of the employee's last year of employment, fifty percent (50%) of sick leave accumulated, to a maximum of sixty (60) days. The City will enforce this contract provision for employees hired on or after July 1, 2021. For employees hired prior to July 1, 2021, the City will allow employees who are vested under the Municipal Police and Fire Retirement System of Iowa and who terminate their employment in good standing in the opinion of the Chief of Police, or his/her designee, to receive sick leave benefits as if they retired as a commissioned employee under this subsection.
- f. Sick leave for commissioned police personnel shall not be deducted due to an on-the-job illness or injury. All other employees subject to worker's compensation may take such sick leave allowance to which they are entitled under this Article and the prorated amount will be added to the amount of disability worker's compensation which will result in an equivalent payment to the employee of a full salary for any particular work period.

### 2. Maternity Leaves.

- a. Employees, as determined by the employee's physician, who are disabled as a result of pregnancy, miscarriage or abortion shall be entitled to use accumulated sick leave for the period of the disability.
- b. Employees exhausting their sick leave may be entitled to a leave of absence without pay. Whenever possible, the employee shall submit written notification at least four (4) weeks prior to their anticipated departure, stating the probable duration of the leave. Such leaves may be granted for a period of time up to but not exceeding six (6) months. Upon the request of the employee, accompanied by a physician's written statement, maternity leaves may be extended in increments of thirty (30) days, but not exceeding six (6) months in total. However, in no case shall the total period of leave exceed twelve (12) months.
- c. In no case shall the employee be required to leave prior to childbirth unless she is no longer able to perform satisfactorily the duties of her position. The employer is absolved of any liability pertaining to the pregnancy wherein the employee, counter to their physician's recommendation, continues to work.

3. Family and Medical Leave.

- a. Employees of the City are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in The Family and Medical Leave Act of 1993 and the regulations implementing the Act.

4. Death in Family Leave.

In the event of death in the family of an employee, the employee may be granted an adequate leave of absence up to three (3) days with full pay to make household adjustments or to attend funeral service. For the purposes of this three-day leave the employee's family shall include the following relatives of the employee and his/her spouse: child, spouse, mother, father, sister, brother, grandchildren, or legal dependents.

In the event of death of grandparents of the employee and those of the employee's spouse the employee may be granted up to a maximum total of two (2) days with pay for attendance at the funeral service or to make household adjustments.

The employer may request from the employee proof of death and documentation of household arrangements to determine the number of leave days to grant to the employee. All of the relationships in this policy shall include step-relationships and half-blood relationships.

5. Use of Sick Leave for Maternity/Paternity/Adoption Leave. Employees may use sick leave for up to two calendar weeks following the birth or adoption of a child for birth and bonding with the child. The two calendar weeks may be taken anytime in the first year (365 days) following the birth or adoption of the child. The two calendar weeks are required to be taken consecutively (i.e., two seven-day periods in a row). Employees shall give thirty (30) days prior notice or give notice as soon as practicable depending on the circumstances.

## GROUP HEALTH AND LIFE INSURANCE

1. The City shall provide a group health plan for the employee and family (if eligible). The plan shall be Wellmark Blue Cross/Blue Shield Alliance Select or comparable plan.
2. Employee health insurance contribution shall be as follows:

July 1, 2021-June 30, 2022

	Employee Contribution to Premium	Deductible Rates	Out of Pocket Maximum
Non-Nicotine Users	12% of the total cost of the premium	\$750.00 single \$1,500.00 family	\$2000.00 single \$4000.00 family
Nicotine User	15% of the total cost of the premium	\$750.00 single \$1,500.00 family	\$2000.00 single \$4000.00 family

July 1, 2022-June 20, 2023

	Employee Contribution to Premium	Deductible Rates	Out of Pocket Maximum
Non-Nicotine Users	12% of the total cost of the premium	\$1,000.00 single \$2,000.00 family	\$2000.00 single \$4000.00 family
Nicotine User	15% of the total cost of the premium	\$1,000.00 single \$2,000.00 family	\$2000.00 single \$4000.00 family

July 2, 2023-June 30, 2024

	Employee Contribution to Premium	Deductible Rates	Out of Pocket Maximum
Non-Nicotine Users	12% of the total cost of the premium	\$1,000.00 single \$2,000.00 family	\$2000.00 single \$4000.00 family
Nicotine User	15% of the total cost of the premium	\$1,000.00 single \$2,000.00 family	\$2000.00 single \$4000.00 family

Nicotine use shall Include use of any product Including the highly addictive chemical compound nicotine present in the tobacco plant, including, but not limited to cigarettes, cigars, smokeless tobacco, hookah tobacco, and e-cigarettes. The City shall provide a nicotine cessation program for tobacco using employees so that they may lower their insurance rate to that of a non-nicotine using employee.



If an employee who is eligible for family coverage elects only single coverage, the employee will receive one thousand eight hundred ninety-one dollars (\$1,891.00) per year (\$157.58 per month) in additional wages.

### **WELLNESS PROGRAM**

The MPPA recognizes the City of Marion's efforts to promote the health and wellbeing of its employees through the implementation of a citywide wellbeing program, and therefore recommends all of its members continue to utilize the benefits of the well ness program on a voluntary basis.

The City agrees that it currently provides a wellness incentive in the amount of \$30.00/month for employee participation or the \$45.00/month employee and spouse participation (only if the spouse is covered under the City's health insurance plan, otherwise the incentive shall remain \$30.00/month). If the City-wide wellness incentive is different from \$30.00/month for employee participation or the \$45.00/month employee and spouse participation (only if the spouse is covered under the City's health insurance plan, otherwise the incentive shall remain \$30.00/month) at any point during the life of this contract, either party shall have the right to reopen the contract as it relates to Article 8, Section 2 only. The City shall provide the Union with the proposed changes by December 31 of each year and the Union will have ten days following receipt of the increase to reopen the contract if the increase is as described in this paragraph.

3. If an employee who is eligible for family coverage elects only single coverage, the employee will receive one thousand eight hundred ninety-one dollars (\$1,891.00) as additional wages. However, if an employee's employment began prior to July 1, 1980, that employee may receive one thousand eight hundred ninety-one dollars (\$1,891.00) in additional wages if that employee takes single health insurance coverage regardless of that employee's insurance eligibility status. This shall apply both to commissioned and non-commissioned police personnel. The one thousand eight hundred ninety-one dollars (\$1,891.00) shall be paid in twelve (12) equal monthly installments.
4. The City shall not reduce any part of the benefits or coverage on any of the employee's group health and life insurance, including the family plan, without prior negotiations with the Association.
5. Any commissioned officer who retires from the force and receives retirement benefits under Chapter 411 of the Code of Iowa and who is uninsurable with respect to hospital and health insurance and elects to continue his insurance with the City carrier under its applicable provisions, will be reimbursed for one-half (1/2) of the premium cost not to exceed the maximum amount for an active member. The officer shall submit proof of uninsurability. This benefit terminates if the officer becomes an employee or self-employed.
  - a. Any officer becomes an employee or self-employed if he/she becomes subject to withholding of or payment of FICA taxes
6. Persons retired for disability for which Chapter 411 of the Iowa Code provides a continuing duty of hospital indemnification shall elect to continue his/her insurance coverage and the City shall pay all costs thereof.
7. Life Insurance.
  - a. The City shall pay the cost of a thirty-thousand-dollar (\$30,000.00) term life insurance policy for each employee.
8. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and date of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

## **SEPARATION BENEFIT**

1. In the event of an employee's death, all said employee's unpaid wages including longevity, and any other compensation as well as vacation and holiday pay, shall immediately become payable to the employee's spouse or to the employee's estate as determined by the employer. Payment for longevity and any other premium pay shall be made on a prorated basis for the number of full days from the last payment to date of employee's death.
2. If an employee retires, resigns in good standing, or is otherwise discharged, all said employee's unpaid wages including longevity and other allowances and premiums, shall immediately become payable to the employee. Payment for longevity allowances and premiums shall be made on a prorated basis for the number of full days from the last payment to the date of separation from service.