



**Agreement Between  
The City of Marshalltown Police Department**

**AND**

**Chauffers, Teamsters and Helpers  
Local No. 238 Affiliated with I.B.T.**

**July 1, 2024 – June 30, 2027**



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This Agreement is made and entered into this first (1st) day of July, 2024, by and between the City of Marshalltown (Police Department), Marshalltown, Iowa, (hereinafter referred to as the "Employer"), and Local 238, I.B.T. (referred to as the "Union"), and between the Employer and the Union on behalf of the employees in the bargaining unit recognized and described in Article I of this Agreement.

## **WITNESSETH**

It is the intent and the purpose of the Employer and the Union to establish and promote harmonious and cooperative relations between the Employer, the Union, and the employees covered by this Agreement; to provide procedures for the peaceful and equitable adjustment of grievances; to prevent and prohibit all strikes and other interference with operations during the term of this Agreement; and to set forth the entire Agreement of the parties regarding wages, rates of pay, hours of employment and other employment conditions. The parties recognize that the best interests of the community and the job security of the employees of the Marshalltown Police Department depend upon the Employer's success in establishing and maintaining effective, proper and superior service to the Community.

## **ARTICLE 1 - RECOGNITION - NONDISCRIMINATION - CHECKOFF**

### **SECTION 1.1**

The Employer hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and other employment conditions for all Police Officers, Sergeants, Detectives, Clerical Personnel, Parking Enforcement, Police Evidence Technician, and regular part-time employees of the Marshalltown Police Department, but excluding the Police Chief, Captains, Lieutenants, Records Specialist, and Office Manager. Throughout this Agreement, whenever the terms "employee" or "employees" are used, they shall refer to employees within this bargaining unit unless otherwise noted.

### **SECTION 1.2**

- (A) There will be no discrimination against, interference with, or restraint or coercion of any employee by the Employer because of the employee's membership in the Union or because of activities on behalf of the Union that are lawful and not in violation of this Agreement.
- (B) Neither the Union nor its representative, nor the employees represented by the Union, will discriminate against, interfere with, intimidate, or coerce any employee because of such employee's desire or intent to join or refrain from engaging in Union Activities.
- (C) Employees will not engage in Union Activities during working hours, except as provided in the grievance procedures, or in the general course of negotiations.
- (D) Neither the Employer or the Union shall discriminate against any employee or applicant for employment on account of race, color, sex, age, religious beliefs, national origin, or disability, in admission or access to, or treatment or employment in, its programs and activities. The Union and the City shall jointly coordinate compliance.

## **ARTICLE 2 - RIGHTS AND OBLIGATIONS OF PARTIES**

### **SECTION 2.1**

- (A) "Unless specifically abridged in some other portion of the Agreement," the Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities. The Employer shall be the sole judge of the quality and nature of the work performed by the employees. The Employer maintains the right to, but is not limited to; direct the work of its employees; hire; promote; demote; transfer; assign; and retain employees; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work or for other legitimate reasons; determine and implement methods; means, assignments, and personnel by which the Employer's operations are to be conducted; take such actions as are necessary to carry out the mission of the Employer; initiate, prepare, certify and administer its budget; and exercise all powers and duties granted the Public Employer by law.
- (B) The Employer has the right to put into effect Rules and Regulations which are not in conflict with this Agreement.
- (C) The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, powers, authority, and prerogatives that the Employer had prior to this Agreement are retained by and reserved to the Employer and shall remain within its exclusive control.

### **SECTION 2.2**

The Employer will not engage in any lockout of its employees.

### **SECTION 2.3**

- (A) The Union will not engage in a strike, work stoppage or other form of interference with the operation and accomplishment of the mission of the Employer.
- (B) Any employee who participates in or promotes a strike, work stoppage, or other form of interference with the operation and accomplishment of the mission of the Employer shall be subject to disciplinary action, up to and including discharge. In addition thereto the employee or the Union may further be subject to the penalty for violation contained in the laws of the State of Iowa.
- (C) In the event of a strike, work stoppage, or interference with the operations and accomplishment of the mission of the Employer, the Union Business Agent of the Union shall promptly and publicly disavow such action and order the employees to return to operations. The Union Business Agent shall further notify the Employer of any strike, work stoppage or interference with the accomplishment of the mission of the Employer as soon as the Business Agent has knowledge thereof and what measures that Union has taken to comply with the provisions of this section.

## **ARTICLE 3 - CIVIL SERVICE, FEDERAL AND STATE LAW**

### **SECTION 3.1**

Except as agreed to herein, the matters of probationary period, seniority, promotions, demotions, discharge, suspension, disability, retirement and other matters established by Federal and State law governing Police Departments and personnel assigned to

these departments shall not be negotiable for collective bargaining agreements by and between the Employer and the Union.

### **SECTION 3.2**

This Agreement is executed by the Employer and the Union with the intent that it complies with all Federal and State Laws. Should any valid Federal or State Law or the final determination of any Board or Court of competent jurisdiction render illegal or unenforceable any provisions of this Agreement, such illegality or unenforceability will not affect the remainder of the provisions thereof and the parties will forthwith proceed to amend or modify any such provisions to rectify that which rendered it illegal or unenforceable.

### **SECTION 3.3**

An employee and the Union must elect to pursue a remedy through Civil Service proceedings if the issue is jurisdictional to the Commission. It is understood that such appeal is in lieu of arbitration. To preserve appeal rights, an employee must file such appeal within the required time limits established in Iowa Code Section 400.20 [within fourteen calendar days after the suspension, demotion, or discharge]. Both the City and Union commit to a good faith effort to be made to resolve the issues. In accordance with State Statute, suspensions, demotions and discharges may not be arbitrated as appeals and are the sole discretion of the Civil Service Commission.

## **ARTICLE 4 – DISCIPLINE**

### **SECTION 4.1**

- (A) Whenever the Chief of Police has information sufficient to cause the Chief of Police to believe that an Employee should be discharged or suspended, the Chief of Police shall notify the Employee and the Business Agent as soon as possible.
- (B) In cases of extreme emergency or cases of flagrant misconduct where it would be detrimental to the Police Department to allow an employee to continue his/her employment, the Chief of Police may take whatever action is deemed necessary immediately, but will notify the Union Business Agent of any actions as soon as possible so that the procedures outlined herein may commence.

## **ARTICLE 5 - EXTRA CONTRACT AGREEMENTS**

### **SECTION 5.1**

The Employer agrees not to enter into any agreements or contracts with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void.

## **ARTICLE 6 - UNION REPRESENTATION**

### **SECTION 6.1**

- (A) Probationary employees are exempted from this Article.
- (B) For the purpose of negotiating a new Agreement between the parties upon the expiration of this Agreement, the Employer recognizes a Union Bargaining Committee consisting of such members as the Union may designate and the Union recognizes an Employer Bargaining Committee consisting of such members as the Employer may designate.
- (B) The Union Bargaining Committee, or the Employer's Bargaining Committee may during the life of the Agreement, be called into deliberations involving a discussion

or clarification of the intent of the Agreement or to negotiate a supplement to this Agreement. Such meeting may be called only upon the agreement of both the Employer and the Union.

## **SECTION 6.2**

For the purpose of handling grievances in accordance with the procedures set forth in Article 7 of this Agreement and for handling other Union business, the Employer recognizes four (4) Stewards, one (1) on each working shift and one (1) representing civilian employees. Out of the four stewards, the members will elect the chief steward. The chief steward will be assigned to work on his/her regular working shift, but may represent employees on any shift.

The Union shall designate in writing to the Chief of Police those individuals who are to be Stewards and the Chief Steward.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

Any dispute which may arise between the Employer and an employee regarding a violation, application or interpretation of an expressed provision of this Agreement shall be resolved in accordance with the following procedure. The following of the grievance process is mandatory; all remedies under the grievance process must be exhausted before any other legal action is taken.

**STEP 1.** An employee and/or the Union Steward shall discuss a complaint or problem orally with a Lieutenant or Civilian Supervisor within seven (7) calendar days following its occurrence in an effort to resolve the problem in an informal manner.

**STEP 2.** If the oral discussion fails to resolve the complaint or problem, the employee and the Chief Steward after prior review by the Business Representative, shall present a grievance in writing to their Captain, within seven (7) calendar days following the oral discussion. The written grievance shall state the nature of the grievance, shall state clearly and concisely all facts which are the basis for the grievance, note the specific clause or clauses violated, shall state the remedy requested, and shall be dated and signed by the aggrieved employee. A meeting may be held between the grievant, the Chief Steward and the Captain. The Captain shall answer the grievance in writing within seven (7) calendar days. The time limits may be extended by mutual agreement.

**STEP 3.** If Step 2 fails to resolve the complaint or problem, the employee and the Chief Steward after prior review by the Business Representative, shall present a grievance in writing to the Chief of Police, within seven (7) calendar days following the conclusion of Step 2. A meeting may be held between the grievant, the Chief Steward and the Chief of Police. The Chief of Police shall answer the grievance in writing within seven (7) calendar days. The time limits may be extended by mutual agreement.

**STEP 4.** If the grievance is still unsettled, the grievant and/or the Union Chief Steward may within seven (7) calendar days by written notice to the City Administrator request a meeting with the City Administrator to involve the grievant, Business Representative, Chief Steward, Captain, and Chief of Police in an attempt to resolve the dispute i.e. mediation.

**STEP 5.** The City Administrator shall convene a meeting of the affected parties and shall provide a written response within seven (7) calendar days of receipt of the written notice provided in Step 4.

**STEP 6.** If the grievance is still unsettled, the Union may, within seven (7) calendar days after the reply of the Employer, by written notice to the City Administrator, request arbitration.

These time lines may be extended upon mutual agreement.

The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to further appeal. All awards and settlements shall in no case be made retroactive beyond the date on which the grievance was first presented in Step 1 of the grievance procedure.

Within seven (7) calendar days of the employee's written request for arbitration, the parties shall meet to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Public Employment Relations Board to furnish a list of names of seven (7) arbitrators. Either party may reject the entire list before the striking procedure begins. The requesting party shall have the right to strike the first name from the list. Each of the two (2) parties shall alternately strike one (1) name from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding on the parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The fees and expenses of the arbitrator will be equally paid by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement.

If the employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

## **ARTICLE 8 - EDUCATION AND TRAINING**

### **SECTION 8.1**

An employee being required by the Employer to attend classes in law enforcement shall have tuition and books for such classes, as well as food, travel expenses, and lodging paid for by the Employer .

Hourly employees traveling to training:

(A) If in conjunction with their normal work day shall be according to the following:

- (1) If they are the driver, they will be paid for travel time spent concurrent to their normal work shift.
- (2) If they are the passenger, they will only be compensated for the actual time spent in training.
- (B) If on a regularly scheduled day off, the employee shall be compensated with an additional day off for travel time incurred as a result of a training assignment.
- (C) For a one day out of town training – training with a duration of 8 hours or more, with the above considerations, shall be considered employee workday. For two + day trainings – with the above considerations, employees will be paid for their actual time spent in the training – any hours that are short for the pay period, the employee can use paid leave or can talk with the Chief or designee to work hours to make up the difference for the pay period.
- (D) Training which occurs locally and is less than 8 hours in duration, employees may choose to either:
  - a. Use a form of paid leave for the remaining hours of the employee shift.
  - b. Employees may report for duty and check in with an on-shift supervisor to complete his/her 12 hour shift.

## **SECTION 8.2**

Effective July 1, 2011 Newly hired officers who have a degree from an accredited college or university will receive a one time payment of \$200 for an Associate's Degree, \$400 for a Bachelor's Degree, or \$500 for a Master's Degree. This payment will be paid at the end of one year of continuous employment. Any sworn employee, who attains such a degree after the date of initial employment, will be paid a one time payment equal to the previously outlined amount. Such payment may be paid in the pay period following attaining the degree. In order to be eligible for the payment, the degree attained should be in the area of criminal justice. Any officer receiving yearly payments for attaining a degree will be grandfathered and continue to receive these payments on an annual basis.

## **ARTICLE 9 - SAFETY AND HEALTH**

### **SECTION 9.1**

No employee shall be required to drive a patrol car that does not comply with all State and City safety regulations. The employer shall purchase patrol cars equipped with the police package if available for marked patrol vehicles. Employees shall be responsible for keeping patrol cars cleaned and washed.

### **SECTION 9.2**

Clean, sanitary, operable rest rooms shall be maintained by the Employer, unless circumstances are beyond the employer's control.

### **SECTION 9.3**

Employees shall not misuse or deface City equipment or facilities.

## **ARTICLE 10 - SPECIAL PROVISIONS**

### **SECTION 10.1**

The Employer will furnish sworn employees with all authorized outer on-duty clothing, excludes patrol shorts and long/short sleeve polos, which are purchased initially by the

sworn employee. The department will replace personally purchased uniforms on a wear and tear basis.. Annually on the second pay period in July, each sworn and evidence tech employee will receive \$500 on their pay check (taxable) that they shall use to purchase boots and equipment. The Special Services Division (excluding the MIDTF officer) will receive 3 short sleeve shirts, 3 long sleeve shirts, 3 pants of a 5.11 style as well as a winter coat. All sworn employees of the department must maintain a pair of serviceable patrol boots or shoes. . Effective July 1, 2005, the City shall provide handguns for use by newly hired officers. The Employer will replace five guns per year, including the guns purchased for new officers. Once all employees covered under the contract have been issued a City owned gun, the Employer will replace City issued guns on a wear and tear basis as determined by one individual who shall be designated by the Chief of Police. The Employer shall provide handcuffs and all leather gear. The MIDTF officer shall have a clothing allowance of \$300 annually.

## **SECTION 10.2**

Uniforms - City will pay for replacement of protective vests on a staggered basis before their expiration date, which shall be from an approved list of vendors for all sworn employees. Officers may elect to upgrade body armor purchased by the City (at the Officer's expense) to a higher level of protection so long as the body armor meets the criteria as set forth by the City. Upon expiration of the body armor as prescribed by the manufacturer, the employee will forfeit his/her personal investment of the body armor and return the vest to the Police Department in exchange for a new vest, which may be upgraded at the Officer's expense. A mandatory use policy will be included in the Department Standard Operating Procedure. Frisk gloves will also be provided to sworn employees and will be replaced by the city on a fair wear and tear basis.

## **SECTION 10.3**

Sworn employees and civilian staff who voluntarily participate in the annual Cooper test and successfully pass at their age group, will be given an additional personal day to be used during that fiscal year. Use of the personal day must be approved by the Chief or his/her designee and shall not create an overtime situation. This personal day cannot be carried over to the following fiscal year. The employer agrees to offer the physical fitness testing at least twice annually, however only one personal day can be earned.

# **ARTICLE 11 - WORKDAY, WORKWEEK, WORK CYCLE, OVERTIME PROVISION, AND SHIFT PREMIUM**

## **SECTION 11.1**

The regular workday shall consist of eight (8) hours, ten (10) hours, ten (10) hours and thirty (30) minutes or twelve (12) hours depending on Division. The work schedule shall be posted fourteen (14) calendar days in advance of the effective date. Any change in shift assignments shall be posted thirty (30) calendar days in advance of the effective date. Changes to either workdays or shift assignments may be made only due to unforeseen circumstances, special events, manpower shortages, or emergency situations. Mandatory training dates may be scheduled regardless of scheduled work assignments.

## **SECTION 11.2**

For sworn employees the regular workweek shall consist of eighty four (84) hours over a fourteen (14) day work cycle. The detective division shall consist of four (4) ten and a half hour days. Clerical personnel may work four (4) ten hour days and it is mutually

agreed that vacation pay would be received on an eight (8) hour per day basis and holiday pay on a ten (10) hour per day basis.

### **SECTION 11.3 OVERTIME PAY**

Sworn employees shall be paid time and a half (1½) their straight hourly rate for all hours worked beyond eighty four (84) hours in a fourteen day work cycle. Civilian employees shall be paid time and a half (1½) their straight time hourly rate for all hours worked beyond forty (40) hours in a seven (7) day work cycle. Sworn employees or civilian employees may choose to utilize the provisions in Article 19 (Compensatory Time).

### **SECTION 11.4 PAID BREAKS**

During the regular workday, employees shall have two fifteen (15) minute paid breaks.

### **SECTION 11.5 LUNCH BREAKS**

Civilian employees other than the evidence technicians shall receive one thirty (30) minute unpaid lunch break. The evidence technician shall receive one thirty (30) minute paid lunch break per day, during which time they will remain in the building and subject to call back for duty. Sworn employees shall receive one thirty minute paid lunch break and shall remain on call during said break. Lunch breaks for all employees shall be taken between the fourth and sixth hour whenever possible and may be taken sooner if agreed to by the Employer and the Employee. Employees will not submit overtime request for said break if not taken.

### **SECTION 11.6 SHIFT PREMIUM**

There shall be a shift premium paid to all sworn employees at a rate of 30¢ per hour effective 7/1/2024, 35¢ per hour effective 7/1/2025 and 40¢ per hour effective 7/1/2026 for employees regularly scheduled to the night shift. Shift premium shall be paid for all hours worked during said shifts.

## **ARTICLE 12 - SENIORITY**

### **SECTION 12.1**

For the purpose of determining seniority rights of civil service employees, seniority shall be computed with the date of appointment or employment in any position for which they were certified or otherwise qualified, but shall not include any period of time exceeding sixty (60) days in any one year during which they were absent from the service, except for disability, or state or federal military service. The seniority of non-civil service employees covered by the terms of this Agreement, shall begin with the employee's starting date of full-time employment, provided however, that no time prior to a discharge or a quit shall be included. The seniority of full-time non-civil service employees shall not be diminished by temporary layoff due to a lack of work, shortage of funds, or any other contingency beyond the control of either party to this Agreement.

### **SECTION 12.2**

A seniority list shall be posted and kept up-to-date by the Employer. A copy of the up-to-date list shall be delivered to the local Union. Said seniority list shall contain the name and starting date of each employee.

### **SECTION 12.3**

Upon initial employment a Police Officer shall remain on probation for a period of nine months after certification from the Law Enforcement Academy (ILEA) or a period of nine months from the hiring date if the officer is ILEA certified when hired. The date of initial hire shall be used as the date the employee moves from one pay bracket to the next on the wage schedule, unless the employee's initial hire date has been modified for some other reason. Other civilian employees shall serve a six (6) month probationary period.

### **SECTION 12.4**

Employees, excluding Sergeants, shall be allowed to annually bid for shift preference. Shift rotations will generally be changed in January. Shift assignments shall be determined to assign a balance of officers for purposes consistent with public safety and seniority of employees bidding. Special purpose assignments such as detective, sergeant, bike patrol, DARE, and K-9, shall have days off as determined by the needs of the department. Special events, manpower shortages, and emergencies will take priority and may override other assignments. Sergeant shift assignments and days off shall be set by the Chief of Police or their designee.

## **ARTICLE 13 - LAYOFF**

### **SECTION 13.1**

In the event it becomes necessary to reduce the work force, layoffs shall begin with part-time employees, followed by the employee or employees of lesser rank and the least amount of service time. Sworn employees and civilians shall be considered separately. If an employee's position is affected he or she will be able to bump into a position in which he or she has been trained if he or she has greater seniority in that position than the least senior employee in the position.

### **SECTION 13.2**

When calling employees back to work from layoff, recall shall begin with the employee or the employees of the highest rank and then those with the most amount of service time followed by part-time employees.

## **ARTICLE 14 - LEAVES OF ABSENCE**

### **SECTION 14.1 PERSONAL LEAVE**

A leave of absence for personal reasons may be granted to an employee upon advance written request of an employee to the Chief of Police and the Union. Leaves requested must be for good and sufficient reasons and are subject to the approval of the Chief of Police. The request for leave must be filed at least ten (10) working days prior to the beginning of the proposed leave, unless an emergency situation is prevalent, in which case the employee and the Chief of Police will work out an agreement. A personal leave of absence shall not exceed thirty (30) working days in any calendar year. If it becomes necessary, the employee may request that the leave of absence be extended beyond the thirty (30) working day period, in which case the employee must apply for an extension of such leave to the Chief of Police prior to the expiration of the original leave of absence. During the period of absence, the employee shall not engage in gainful employment, unless such employment is approved by the Chief of Police. All personal leaves of absence will be without pay.

If leave is used in accordance with the Family and Medical Leave Act, an employee may designate which type of eligible paid leave is used, however an employee's paid sick leave shall not be used to care for others.

## **SECTION 14.2 SPECIAL LEAVE**

The Chief of Police, with the approval of the City Administrator, may authorize special leaves of absence to employees with or without pay for any period or periods not to exceed one (1) calendar year for the purpose of training in areas relating to the work of the employee and which will benefit the employee and the City.

## **SECTION 14.3 BEREAVEMENT LEAVE**

In the event of a family member's death, an employee will be granted a paid bereavement leave in accordance with the following provisions:

- (A) The employee shall be given five (5) working days of bereavement leave in the event of the death of a parent (step), parent-in-law, spouse or child (step). This time may be split once during a bereavement event.
- (B) The employee shall be given three (3) working days of days for bereavement leave in the event of the death of a brother (step), half brother, brother in law, sister (step), half sister, sister in law, son in law, daughter in law, grandparent (step), grandparent in law or grandchild. This time may be split once during a bereavement event.
- (C) The employee shall be given one (1) working day of bereavement leave in the event of the death of an Aunt ,Uncle, aunt in law or uncle in law.
- (D) If an employee experiences a death as defined above, they will qualify for this leave and shall work with the Employer to schedule the time off.
- (E) The employee shall be paid on the basis of regular straight hourly pay rate for the period of the bereavement leave.
- (F) An employee who must travel 250 miles or more to a funeral one way (500 or miles or more round-trip) may be granted two (2) extra days of leave to attend the funeral. These two (2) extra days shall be charged against the employee's sick leave allowance.
- (G) Employees will be paid for the hours scheduled over the bereavement leave period (i.e. scheduled a 4 hour shift, paid for 4 hours).

## **SECTION 14.4 JURY DUTY LEAVE**

An employee called for jury duty leave will be excused from work on the days on which he or she serves, and will receive, for each day of jury duty on which he or she would have otherwise have been scheduled to work, the difference between a day's straight hourly rate and the payment received for jury duty. The employee will present proof of the jury duty and the amount of pay received therefore to his or her Lieutenant. An employee required to report for jury duty on a scheduled working day, but not selected to serve on the jury will, upon release by the court, immediately report back to work.

## **SECTION 14.5 RETURNING FROM LEAVE**

- (A) Failure of an employee to return to work at the end of an authorized leave of absence period or extension thereof may be just cause to terminate the employee's seniority and employment with the Employer, unless the employee can establish a reason acceptable to the Employer for not returning to work when expected.
- (B) An employee on a leave of absence may return to work prior to the expiration of the leave of absence. Such employee shall give the Employer as much advance notice as possible of any early return to work.

## **SECTION 14.6 MILITARY LEAVE**

The City shall follow applicable federal and state laws concerning federal and state military service. Employees shall be eligible for a maximum of 30 calendar days of paid Military Leave per calendar year.

## **ARTICLE 15 - SICK AND MATERNITY LEAVE**

### **SECTION 15.1 SICK LEAVE**

An employee shall be entitled to sick leave with pay. Such leave shall be governed by the following provisions:

- (A) An employee shall accrue sick leave from his or her starting date of employment.
- (B) Sick leave credit shall accrue at the rate of two (2) hours per week.
- (C) Unused sick leave credit may be accumulated up to a maximum of 1092 hours for employees scheduled to work 2184 hours annually and 1040 hours for employees scheduled to work 2080 hours annually.
- (D) Paid sick leave may be used in 15 minute increments.
- (E) Paid sick leave may be allowed for the employee's own doctor, dentist, or vision exam. Paid sick leave shall be granted in the event of illness or disability in the employee's immediate family, defined as the employee's parent (step), spouse, child or step child. Family sick leave shall be limited to 48 hours for sworn personnel and 40 hours for civilian personnel.
- (F) Sick leave shall accrue during the period of "sick leave with pay."
- (G) (1) An employee may use sick leave as follows: for any sickness or injury which is severe enough to prevent him or her from performing the duties that may be assigned to him or her.
  - (a) The employee shall notify the Chief of Police or designee at the Police Department no later than one (1) hour before scheduled to report for duty of the fact and the reason therefore after the qualifying sickness or injury occurs. If the Chief of Police or designee is not available at the Police Department, then the on-duty supervisor shall be notified.
  - (b) When the employee returns to work, or in the event the qualifying sickness or injury is or will be of extended duration, as soon as practical, the employee shall, in order to be paid for accrued sick pay, satisfy the Chief of Police or designee as to the facts and circumstances of the injury or sickness. The Chief of Police or designee may require a doctor's certificate before approving the sick leave with pay if the employee exhibits a pattern of abusing sick leave. If satisfied that the sickness is legitimate, the Chief of Police or designee shall authorize the payment of regular pay to the extent of the sick leave credit.
  - (c) In the event that the Chief of Police or designee is reasonably unavailable, the employee may ask any other designee to authorize the sick leave with pay.
- (2) Employees covered by Iowa Code Chapter 411 who are injured while on-duty shall receive their regular pay while off work, which shall not be counted against their sick leave time.
- (3) Employees who are not covered by Iowa Code Chapter 411 who are injured while on-duty shall use their own sick leave or other paid leave until the employee is eligible for compensation for lost work time from the City's workers' compensation carrier (generally after the first three regularly scheduled days away from work). Employees shall then accept payment from the workers' compensation carrier for lost work time instead of any payment from the City.

(H) An employee will be entitled to payment of 25% of his/her accrued sick leave up to the maximum outlined in (C) above if the following qualifying criteria are met. An employee shall only be eligible for sick leave pay-out if he/she has 15 or more years of continuous full-time employment upon separation and has one of the following:

- 1) Retirement as defined by IPERS, or retirement as defined by the Code of Iowa for employees covered by the Municipal Fire and Police Retirement System of Iowa. **-OR-**
- 2) Ordinary disability retirement or accidental disability retirement as defined by the Iowa Code for employees covered by MFPRSI (Municipal Fire and Police Retirement System of Iowa) or retirement due to disability and the employee is eligible to receive federal Social Security payments

All eligible sick time payout dollars will be converted into a Retirement Health Savings account on a tax deferred basis.

## **SECTION 15.2 MATERNITY LEAVE**

In the event of pregnancy, an employee shall be granted a leave of absence, which shall commence when the employee's physician deems it necessary, and shall end eight (8) weeks after the date of birth. An employee may return to her regularly assigned job or work prior to the expiration of eight (8) weeks leave, or the leave of absence may be extended by mutual agreement between the parties beyond eight (8) weeks after the date of birth, provided the employee presents a medical certificate. During the period of absence, the employee shall not engage in gainful employment. Any accumulated sick leave credit may be used for maternity leave.

## **SECTION 15.3 RETURNING FROM LEAVE**

- (A) Failure of an employee to return to work at the end of an authorized sick or maternity leave, or extension thereof, may be just cause to terminate the employee's seniority and employment with the Employer, unless the employee can establish a reason acceptable to the Employer for not returning to work when expected.
- (B) An employee on extended sick leave or maternity leave may return to work prior to expiration of his or her extended sick leave or maternity leave with the prior approval of the Chief or his designated representative with a release. Such employee shall give the Employer as much advance notice as possible.

## **ARTICLE 16 – HOLIDAYS**

### **SECTION 16.1**

(A) Employees shall receive one day's pay for the following holidays not worked:

New Year's Day	Fourth of July	Friday after Thanksgiving
Good Friday	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	3 Personal Days

(B) A personal day shall be equivalent to their regularly scheduled hours (8, 10 or 12 hrs). Personal Days shall be scheduled and taken by the employee at the discretion of the Chief of Police or designee, except that a minimum of three (3) days notice must be given in advance, unless shorter notification is permitted by

the Chief of Police or designee. Denials shall not be based solely on the lack of a 3-day notice. Personal days may be used in 15 minute increments.

(C) Probationary employees may use one personal day during the first six months of employment. After six (6) months the probationary employees may use the other two days.

## **SECTION 16.2**

If an employee works on the actual holiday (not necessarily the recognized holiday), the employee shall be compensated at time and one half for all hours worked on the holiday in addition to the 8 hours of holiday pay. Only employees working the scheduled holiday are eligible to convert the time and one half pay into compensatory time.

## **SECTION 16.3**

An employee shall forfeit his or her right to payment for any holiday if he or she has an unexcused absence on the last regular workday preceding the holiday, or on the next regular workday following the holiday. An employee who is absent on their regular workday preceding the holiday and/or on their regular workday following the holiday for the reasons set below, will not be disqualified for holiday pay by reason for such absence:

- (A) A work incurred injury requiring the employee to be off duty.
- (B) Jury duty.
- (C) Confining illness of the employee, substantiated by a statement of the attending physician.
- (D) Absence authorized by the Employer by reason of illness or a family emergency, occurring after an employee has reported for work on the day preceding or following a holiday.
- (E) Absence authorized by the Employer because of good and sufficient reason presented by the employee.

## **SECTION 16.4**

For holidays on which an employee is not scheduled to work, they are allowed to forfeit holiday pay one (1) day in exchange for an additional day off to be used within the same pay period but may need to use additional hours of leave to total the employee's regularly scheduled hours for his/her absence.

Employees scheduled to work a recognized holiday with above minimum staffing, may be approved for time off by the Chief or his/her designee and the leave shall be treated as a vacation request. Employees electing this option forfeit earning time and one half but in exchange will not be required to use additional accrued hours of leave for his/her absence for the holiday.

Compensatory time cannot be accumulated for a holiday not worked.

## **SECTION 16.5**

Hourly Civilian employees working a 10 hours shift the following will apply to holidays:

- (A) If the holiday falls on a regularly scheduled work day, the employee shall receive time and one half for all hours worked on the holiday as well as 8 hours of holiday pay.
- (B) If the holiday falls on a regularly scheduled day off, the employee shall receive 8 hours of holiday pay. The employee may forfeit the 8 hours of holiday pay in exchange for an additional day off to be used within the same pay period but may

need to use additional hours of leave to total the employee's regularly scheduled hours for his/her absence.

Hourly sworn employees working a 10 hour shift:

- (A) shall receive holiday pay for their regularly scheduled shift on the recognized holiday.
- (B) If the holiday falls on a regularly scheduled day off, the employee shall receive an additional day off to be used within the same pay period.

Hourly employees working a 12 hour shift:

For those not working a recognized holiday, he/she will receive 8 hours of pay for the holiday.

## **ARTICLE 17 - VACATIONS**

### **SECTION 17.1**

- (A) Paid vacations will be granted each year to employees in accordance with the following schedule:

At hire	36	hours
One (1) year	1	Week
Two (2) years	2	Week
		S
Five (5) years	3	Week
		S
Twelve (12) years	4	Week
		S

One week of vacation for sworn personnel shall be 42 hours. One week of vacation for civilian personnel shall be 40 hours.

- (B) Years of continuous employment for the above vacation plan shall be computed from the anniversary date of employment. The employee's anniversary date of employment will be the point at which he or she qualified for paid vacation and will be the point at which he or she may commence the vacation. Paid vacations or time as herein provided must be taken within the one (1) year period between employment anniversary dates.
- (C) An employee entitled to vacation may take the vacation in 15 minute increments at the Chief of Police or designee's discretion.
- (D) Employees eligible for paid vacation shall submit their vacation preferences in writing to the Chief of Police or designee. The employer will respond to the employee's request within three working days. Vacation shall be on a first come, first served basis; once vacation is approved it shall not be disallowed except in the case of emergencies after attempts have been made to staff the shift with other off-duty personnel. Vacation preference may be selected 364 days in advance provided only one employee per division (officers/detectives or clerical) can select any one day. After the annual shift change assignments are made then other employees can submit or resubmit vacation requests for the same day.
- (E) An employee may carry not more than one (1) week of vacation past his/her anniversary date.
- (F) An employee hired prior to July 1, 2011, shall be eligible for five (5) weeks of vacation after 20 years of continuous employment. Any employee hired after July 1, 2011 will be eligible to accrue a maximum of four (4) weeks of vacation.

## **SECTION 17.2**

All employees entitled to a paid vacation shall be paid for such vacation on the basis of a regular straight hourly rate. No employee shall receive vacation pay at an overtime rate.

## **SECTION 17.3**

The vacation of an employee who entered into or returns from the Armed Forces of the United States shall be granted in accordance with the requirements of applicable Federal and State laws.

## **SECTION 17.4**

If an employee under this vacation plan is laid off by reduction of the work force, retires on length of service, or due to disability arising from service in the line of duty, or resigns from a position of employment, earned or credited vacation time during the year in which such event occurs shall be computed on a pro-rata basis from the employee's anniversary date of employment, and shall be paid to the employee or deducted from the employee's final pay. Such pay will be considered severance pay and will be paid in lieu of earned vacation. Resignations from employment shall be in writing to the Chief of Police.

## **SECTION 17.5**

When an employee is on a scheduled vacation they shall not return until the scheduled date of return except by mutual agreement of the Chief or their designated representative.

# **ARTICLE 18 - GROUP INSURANCE**

## **SECTION 18.1**

All full-time permanent employees and their dependents are eligible for coverage under the Employer's group insurance policy.

## **SECTION 18.43**

A new full-time permanent employee is eligible for coverage under this insurance plan on the first day of the month following the date of hire.

## **SECTION 18.4**

Two representatives from the Bargaining Unit shall be appointed by the Bargaining Unit and shall serve on the City's Employee Benefit Committee (as long as the Employee Benefit Committee is maintained by the City) to discuss and maintain group insurance benefits.

The representatives shall act as liaisons between the Committee and the Union working toward group insurance coverage that will be acceptable and beneficial to the employees and to the City. Any significant changes in the group insurance plan by an 80% majority of the Employee Benefit Committee shall be binding for members of the Bargaining Unit. Any significant changes in the group insurance plan not approved by an 80% majority of the Committee would be subject to separate approval of the Bargaining Unit.

## **ARTICLE 19 - COMPENSATORY TIME**

### **SECTION 19.1**

Compensatory time in lieu of overtime at an overtime rate may be accumulated. All personnel shall have a maximum accrual of 48 hours of compensatory time. Effective July 1, 2021, compensatory time may only be accrued to 36 hours. All personnel may have no more than 24 hours of compensatory time accrued as of June 30<sup>th</sup> of each year. All compensatory time in excess of 24 hours will be paid out in the last pay period of June.

### **SECTION 19.2**

The employee will provide the Chief of Police or designee with at least three (3) days' notice of taking comp time unless shorter notification is permitted by the Chief of Police or designee. Comp time may be taken all at one time or in smaller increments at the discretion of the designee and/or the Chief of Police. Comp time may be used in 15 minute increments.

## **ARTICLE 20 - WORK RULES**

### **SECTION 20.1**

Written work rules, if promulgated by the Lieutenant or Civilian Supervisor, will be submitted to the Chief of Police for review before those rules are effective.

## **ARTICLE 21 - SHIFT TRADES**

### **SECTION 21.1**

Employees may trade shifts with another employee so long as the trade is mutually agreeable by the employees and are for the employee's convenience and not for that of the Employer. Shift trades shall be limited amongst employees within the same division. In instances where a shift trade occurs on a recognized holiday, the employee actually working the holiday shall receive the holiday pay. The following steps must be followed: (1) all shift trades between sworn employees must occur in the same pay period and civilian employees in the same work week, (2) the employees involved with the shift trades shall notify all shift supervisors (of all effected shifts) via e-mail of the dates and shifts affected, (3) an employee leaving for any reason who has not paid back trade time will have wages for the trade time deducted from the final paycheck and paid to the individual to whom they belong.

## **ARTICLE 22 - WORK CYCLE CALCULATION**

### **SECTION 22.1**

Employees who are on vacation, sick leave, personal days, compensatory time or normal holiday during the normal work cycle will have this time calculated as normal work time for the purpose of calculating the hours within the work cycle.

## **ARTICLE 23 – WAGES**

Effective July 1, 2024 the pay ranges shall be adjusted by 10.00%.

Effective July 1, 2025 the pay ranges shall be adjusted by 4.00%.

Effective July 1, 2026 the pay ranges shall be adjusted by 4.00%.

See attached wage scale

For new employees who are certified, for every full year that they have been certified in Iowa, they will initially be placed on the corresponding step on the pay scale (i.e., 2 years certified in Iowa, they start at the step labeled step 2). Each anniversary they move a step on the wage scale until they reach the maximum step. (contract change per MOU dated 10/11/2021)

## **ARTICLE 24 - SUPPLEMENTAL PAY**

### **SECTION 24.1**

If an employee who is off duty is called back to work, or who is called in on a day off, the employee shall receive a minimum of two hours pay at overtime rate provided that such work is not in conjunction with or a continuation of the normal shift. Call out for detectives will start from the time a detective receives the call until he/she completes his/her work relating to the subject of the call out. Call out for officers shall begin upon reporting for duty at the police department or location as determined by the supervisor. If the Evidence Tech is called back to work, the employee shall be guaranteed three hours at one and one half times their hourly rate.

### **SECTION 24.2 COURT TIME**

If an employee is subpoenaed for a court hearing (either by phone or in court) on a scheduled day off, the employee shall receive a minimum of three hours of pay. If an employee is subpoenaed for a court hearing (either by phone or in court) on a scheduled workday, but during nonworking hours, the employee shall receive a minimum of two hours of pay. Compensation shall be at one and a half (1 1/2) times the regular rate provided the number of regular hours exceeds the number of regular hours in a work cycle.

### **SECTION 24.3 OUTSIDE EMPLOYMENT FOR SWORN POLICE PERSONNEL**

- (A) No employee shall accept outside employment that is in conflict with his or her position as a sworn employee. No employee shall work such hours per week or engage in such physical employment that will hinder the performance of his or her position in the Department.
- (B) Any outside employment should be completed 8 hours prior to the beginning of the employees shift on his/her work day.
- (C) All outside work shall be approved by the Police Chief or the Police Chief's designee prior to its performance.
- (D) Individuals performing extra duty employment shall be considered employees of the City of Marshalltown while performing said work. Hours worked shall be entered on the employee's time sheet and paid through the City payroll system. *Officers working jobs identified as extra duty by the Police Chief will receive \$70.00 per hour with a two-hour minimum for all extra duty jobs worked outside their normal work schedules.* Compensation for extra duty jobs where the City is not the source of the funding will be paid as wages and will not be eligible for comp time. (contract change per MOU dated 04/18/2022 – resolution 2022-086)

#### **SECTION 24.4 TRAINING OFFICER PAY**

Employees certified as Field Training Officers and are selected for the training program by the Police Chief, or the Chief's designee shall receive a premium of \$1.00 per hour. This premium shall be paid on top of the employee's regular base wage rate for all hours worked during the fiscal year, while designated as a Training Officer.

#### **SECTION 24.5 LANGUAGE PAY**

Employees with basic proficiency in communication in languages mutually agreed upon by the City and Union shall receive a premium of \$1.00 per hour. The proficiency will be determined through a testing process developed with the assistance of persons in Marshalltown with language proficiency. (contract change per MOU dated 03/04/2022)

### **ARTICLE 25 - CANINE UNIT**

#### **SECTION 25.1 USE OF CITY VEHICLES**

All members of the Marshalltown Police Department Canine Unit will be permanently assigned a properly equipped "take home" vehicle suitable for transportation of the canine assigned to that handler in the performance of official duties which vehicle shall be available to the handler on a twenty-four (24) hour basis without regard to geographic location of the residence of the handler. This vehicle assignment shall be in lieu of the right of the officer to claim any expenses associated with the transportation of that animal.

#### **SECTION 25.2**

Handlers will receive 1 unit of pay at their current hourly rate for each day of the pay period for canine home care.

#### **SECTION 25.3**

Time spent by the Handler in caring for a city-owned dog at the handler's residence is compensable, including time spent on days off and during vacation periods.

#### **SECTION 25.4**

The Police Department shall be responsible for all incidental expenses connected to the Canine Handler assignments, such as food for the dog, bowls, leashes, harnesses, etc.

#### **SECTION 25.5**

Veterinary visits for the dog, except for emergencies, shall be performed by a veterinarian approved by the Department. A Canine Handler who anticipates being out of the City and separated from his dog must notify the Police Department so that the Department can make appropriate kennel arrangements at a kennel approved by the Department. While boarding, the City will not pay the officer for handling.

#### **SECTION 25.6**

All training for those handlers shall be approved by the Department.

#### **SECTION 25.7**

A Canine Handler shall be allowed to use one day of accumulated paid sick leave due to the death of his or her canine.

## **ARTICLE 26 - MISCELLANEOUS**

### **SECTION 26.1**

Regular part-time employees will receive pro-rata benefits based on their regularly scheduled hours of work. Regular part-time employees are those who are regularly scheduled to work 30 hours or more per week. Part-time employees are eligible to advance in their respective pay steps when the employee has worked the same total number of hours as is required for a regular full-time employee to make a similar advance.

### **SECTION 26.2**

If part-time people move to a full-time position, they will be given pro rata credit for their time worked towards establishing their seniority date as a full-time employee. The total number of hours worked in the part-time position will be calculated, including any hours paid as holiday, sick leave, vacation or bereavement, and the total number of hours will be divided by 8. Using the date that the employee is moved to a full-time position and counting backward using 40 hour workweeks until all the 8 hour days are used up, will produce the employee's new seniority date. That seniority date shall also be used for moving on the pay schedule from one bracket to another. It is acknowledged that the new seniority date may give said employee more seniority than another full-time employee.

The employee will also receive this pro rata credit for work performed in the same job classification for compliance with a probationary period. If an individual moves to another job classification, credit as a part-time employee will not be provided for any of these purposes.

### **SECTION 26.3**

If a full-time employee bids to a higher paying level, he or she will be placed on the next bracket which avoids a cut in pay. If he or she bids down, he or she will be placed upon the pay bracket that avoids a cut in pay except that an employee who bids down shall not be paid more than the rate of the highest years of service bracket for that job classification.

## **ARTICLE 27 - PRINTING OF THIS AGREEMENT**

### **SECTION 27.1**

The Employer will print this Agreement and will provide all current employees of the Police Department and all employees hired subsequent to the date thereof in the Police Department with a copy of this Agreement.

## **ARTICLE 28 - DURATION OF THIS AGREEMENT**

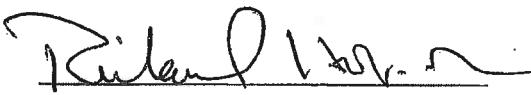
### **SECTION 28.1**

This Agreement shall be effective July 1, 2024, and shall be in full force and effect through June 30, 2027. Negotiations for a new contract shall begin no later than October 15, 2026.

### **SECTION 28.2**

This Agreement constitutes the entire Agreement between the parties and concludes all collective bargaining for its duration, except as may be otherwise expressly provided for in this Agreement.

CHAUFFEURS, TEAMSTERS, AND  
HELPERS  
LOCAL UNION 238,  
Affiliated with The International  
Brotherhood of Teamsters:

BY: 

Richard Hoffman  
Business Representative

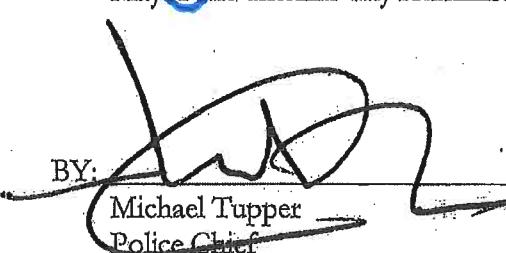
BY: 

Kraig Lageschulte  
Chief Steward

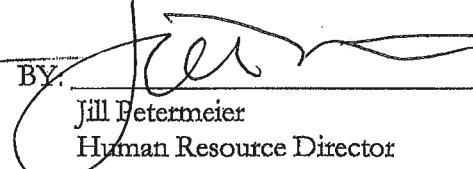
CITY OF MARSHALLTOWN:

BY: 

Joel Green  
Mayor and Interim City Administrator

BY: 

Michael Tupper  
Police Chief

BY: 

Jill Petermeier  
Human Resource Director

ATTEST:

  
Alicia Hunter, City Clerk

Sergeants

	7/1/2023 Current	7/1/2024 10%	7/1/2025 4%	7/1/2026 4%
<b>1</b>	\$ 36.93	\$ 40.62	\$ 42.25	\$ 43.94
<b>2</b>	\$ 37.60	\$ 41.36	\$ 43.01	\$ 44.73
<b>3</b>	\$ 38.27	\$ 42.10	\$ 43.78	\$ 45.53
<b>4</b>	\$ 38.96	\$ 42.86	\$ 44.57	\$ 46.35
<b>5</b>	\$ 39.66	\$ 43.63	\$ 45.37	\$ 47.19
<b>6</b>	\$ 40.38	\$ 44.42	\$ 46.19	\$ 48.04
<b>7</b>	\$ 41.10	\$ 45.21	\$ 47.02	\$ 48.90
<b>8</b>	\$ 41.84	\$ 46.02	\$ 47.86	\$ 49.78
<b>9</b>	\$ 42.60	\$ 46.86	\$ 48.73	\$ 50.68
<b>10</b>	\$ 43.38	\$ 47.72	\$ 49.63	\$ 51.61

Evidence Technician

	7/1/2023 Current	7/1/2024 10%	7/1/2025 4%	7/1/2026 4%
Start	\$ 23.72	\$ 26.09	\$ 27.14	\$ 28.22
6 months	\$ 24.43	\$ 26.87	\$ 27.95	\$ 29.07
1 year	\$ 25.16	\$ 27.68	\$ 28.78	\$ 29.93
2 years	\$ 25.92	\$ 28.51	\$ 29.65	\$ 30.84
3 years	\$ 26.70	\$ 29.37	\$ 30.54	\$ 31.77
4 years	\$ 27.50	\$ 30.25	\$ 31.46	\$ 32.72
5 - 7 years	\$ 28.32	\$ 31.15	\$ 32.40	\$ 33.69
7 - 9 years	\$ 29.17	\$ 32.09	\$ 33.37	\$ 34.71
9 - 12 years	\$ 30.05	\$ 33.06	\$ 34.38	\$ 35.75
12 - 13 years	\$ 30.95	\$ 34.05	\$ 35.41	\$ 36.82
13+ years	\$ 31.88	\$ 35.07	\$ 36.47	\$ 37.93

Police Officers

	7/1/2023 Current	7/1/2024 10%	7/1/2025 4%	7/1/2026 4%
Start	\$ 26.36	\$ 29.00	\$ 30.16	\$ 31.36
1	\$ 27.15	\$ 29.87	\$ 31.06	\$ 32.31
2	\$ 27.96	\$ 30.76	\$ 31.99	\$ 33.27
3	\$ 28.80	\$ 31.68	\$ 32.95	\$ 34.27
4	\$ 29.66	\$ 32.63	\$ 33.93	\$ 35.29
5	\$ 30.55	\$ 33.61	\$ 34.95	\$ 36.35
6	\$ 31.47	\$ 34.62	\$ 36.00	\$ 37.44
7	\$ 32.41	\$ 35.65	\$ 37.08	\$ 38.56
8	\$ 33.39	\$ 36.73	\$ 38.20	\$ 39.73
9	\$ 34.39	\$ 37.83	\$ 39.34	\$ 40.92
10	\$ 35.42	\$ 38.96	\$ 40.52	\$ 42.14

Clerical & Parking

	7/1/2023 Current	7/1/2024 10%	7/1/2025 4%	7/1/2026 4%
Start	\$ 17.55	\$ 19.31	\$ 20.08	\$ 20.88
6 months	\$ 18.23	\$ 20.05	\$ 20.86	\$ 21.69
1 year	\$ 19.97	\$ 21.97	\$ 22.85	\$ 23.76
2 years	\$ 20.37	\$ 22.41	\$ 23.30	\$ 24.24
3 years	\$ 20.77	\$ 22.85	\$ 23.76	\$ 24.71
4 years	\$ 21.18	\$ 23.30	\$ 24.23	\$ 25.20
5-7 years	\$ 21.60	\$ 23.76	\$ 24.71	\$ 25.70
7-9 years	\$ 22.01	\$ 24.21	\$ 25.18	\$ 26.19
9-12 years	\$ 22.38	\$ 24.62	\$ 25.60	\$ 26.63
12-13 years	\$ 22.82	\$ 25.10	\$ 26.11	\$ 27.15
13+ years	\$ 23.23	\$ 25.55	\$ 26.58	\$ 27.64