

**BUSINESS OF THE CITY COUNCIL
WINDSOR HEIGHTS, IOWA
AGENDA STATEMENT**

Item No. _____
For Meeting of 11/05/07

ITEM TITLE: Consideration of resolution authorizing the Mayor and City Administrator to execute a labor agreement with Teamsters, Local 238

CONTACT PERSON: Gary D. Walters, Police Chief
Marketa George Oliver, City Administrator


SUMMARY EXPLANATION: Chief Walters and I met with representatives from the Teamsters on October 25th and reached a Labor Agreement for the period of July 1, 2008 through June 30, 2011.

The agreement provides for wages and benefits for police officers and detectives working for the Windsor Heights Police Department. Important highlights of the contract include the following:

- Salary adjustments are set for FY 09, FY 10 and FY 11 for 3.5%, 3.5% and 3.75% respectively;
- The contract includes a provision to add part-time officers in the future;
- Educational incentive reimbursement is increased to a maximum of \$1,250 per semester;
- A Senior Officer classification is created, meaning that an officer with a bachelor's degree who has been with the city more than 3 years would receive an additional \$600 annually and an officer with an associate's degree and 3 years would receive \$300 annually;
- Other, more ministerial clarifications were made.

Chief Walters has done a good job laying the groundwork to be able to reach an agreement in only one day. Staff also appreciates the efforts of the negotiating team, which consisted of Danielle Metzger, Trayce Kendig, Logan Carlson and Teamster Representative, Mike Stanfill.

Changes are highlighted in red in the document for your convenience in reviewing it.

<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other (Specify) _____
Funding Source <u>general fund-Police</u>
APPROVED FOR SUBMITTAL  City Administrator

STAFF RECOMMENDATION: Approve the Labor Agreement between the City of Windsor Heights and Teamsters Local 238.

RESOLUTION NO. 07-1105/252

A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A LABOR AGREEMENT WITH TEAMSTERS, LOCAL 238

WHEREAS, the City provides the best possible police protection of its citizens; and,

WHEREAS, the city's full-time, regular Police Officers are currently represented by the Teamsters; and

WHEREAS, the City wishes to enter into a labor agreement with the Teamsters, Local 238; and,

WHEREAS, the agreement is proposed setting out contractual terms from July 1, 2008 through June 30, 2011.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, that the City Council authorizes the Mayor and the City Administrator to execute an agreement with Teamsters, Local 238.

PASSED AND APPROVED THIS 5th DAY OF NOVEMBER, 2007

David J. Sullivan, Mayor

ATTEST:

Marketa George Oliver, City Administrator/Clerk

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2008, by and between the CITY OF WINDSOR HEIGHTS, IOWA, hereinafter referred to as "Employer", and the Teamsters Local 238, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate file 531, which was signed into law on April 23, 1974.

ARTICLE 1

RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular full-time employees of Windsor Heights Police Department, including Patrolmen, Detectives and Sergeants, as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 2012, dated October 20, 1981, which excludes Chief of Police, and all other persons excluded by Section 4 of the Act.

ARTICLE 2

EMPLOYER RIGHTS

Except as specifically modified by this Agreement, the Employer shall have, in addition to all powers, duties and rights established by law, the exclusive power, duty and right, including but not limited to: plan, direct, and control the work of its employees; discipline, suspend, or discharge employees for proper cause; to develop and enforce rules for employee discipline; to schedule working hours and require overtime work; layoff/demote employee from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments, and personnel by which operations are to be conducted; to establish work standards; to establish, change, and enforce work schedules; to abolish, create, or change jobs and their duties; to determine the number and times of shifts; and to manage the operation in the traditional manner, is vested exclusively with the Employer. It is agreed that the enumeration above shall not be deemed to exclude other areas not specifically enumerated, provided that the exercise of such areas shall not be in conflict with any provision of the Agreement.

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ARTICLE 3

SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4

IMPASSE PROCEDURE

The parties shall utilize the statutory impasse procedure set forth in the Act and currently set forth in Iowa Code Sections 20.20 through 20.22.

ARTICLE 5 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation in Union affairs and/or activities.

All references to employees in the Agreement designate both sexes, and wherever the male gender is used, it shall be constructed to include male and female employees.

ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedure:

Step 1: The employee or employee organization shall discuss a grievance orally with the Chief of Police, or in the exigent circumstances, the City Administrator, within five (5) calendar days following its occurrence or knowledge of its occurrence, in an effort to resolve the problem in an informal manner.

Step 2: Within five (5) days after the decision in Step 1, or if no decision has been made within five (5) days of the informal conference, the employee or employee organization shall then present the written grievance to the Chief of Police. The Chief of Police shall respond in writing within ten (10) calendar days.

Step 3: Within ten (10) calendar days after the decision in Step 2, or if no decision has been made within ten (10) calendar days of Step 2, the employee or Employee Organization shall then present the written grievance to the City Administrator. The City Administrator shall respond within twenty (20) calendar days.

Step 4: If not resolved at Step 3, or if no written decision has been received by the Employee Organization within twenty (20) calendar days of Step 3, the grievance may be submitted to arbitration within twenty (20) calendar days by submitting written notice to the City Administrator. Such notice shall specify the sections of 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 the Iowa Public Employment Relations Board to submit to the parties a list of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator.

Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the moving party striking first. After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

Grievance awards and settlements shall not be made retroactive beyond the date on which the grievance was presented in written format in Step 2. If a grievance is not presented within the specified time limits, it shall be considered waived. If a grievance is not appealed within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance is not timely answered by the Employer at Step 2, it will automatically be referred to Step 3.

All grievances must be taken up promptly and award and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 2 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 2 is not timely answered by the Employer, it may automatically be referred to Step 3.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be shared equally by the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decisions shall be final and binding on both parties.

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

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and Employer.

If the employee files any claims or complaint in any forum 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.

ARTICLE 7 SENIORITY

Seniority means an employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

Seniority shall be considered for shift selection and on-duty time slots. All members of the bargaining unit assigned to the Patrol Division and Sergeants shall have the opportunity of making shift bid thirty (30) days prior to the start of the fiscal year. The bidding for the Patrol Division is separate and apart from the bidding in the Sergeant Division. Bidding shall be done on the basis of seniority for the following shifts:

1 st Shift	<u>Day shift</u>
2 nd Shift	<u>Evening shift</u>
3 rd Shift	<u>Night shift</u>

If vacancies occur during the calendar year, employees, interested in using their seniority to transfer to a different shift, must submit their request to the Chief of Police in writing. Final shift assignments will be within the discretion of the Chief of Police. **Officers will not be permanently re-assigned, contrary to their selected shift bid, unless circumstances require.**

All new employees shall serve a probationary period not to exceed twelve (12) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. They may be terminated for any reason during the probationary period without recourse to the grievance procedure.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged unless reinstated through the grievance process.
- (c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Falsification of employment application.
- (e) An employee absent from work one (1) day without justifiable cause or notice to the Employer.

- (f) Failure to report for work at the end of leave of absence.
- (g) Failure to report to work within ten (10) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address according to Employer records. Extension of this time may be granted at the discretion of the Employer.
- (h) An employee is absent from work for any reason, except an on-the-job injury, for over one (1) year or the length of the employee's seniority, whichever is shorter.
- (i) Employee retires.
- (j) In the event an employee is promoted or transferred out of the bargaining unit and such employee returns to the bargaining unit, the seniority date shall be the original date of hire less time served in the non-bargaining unit position.

It is the employee's responsibility to keep the Employer informed of his/her current address and phone number.

ARTICLE 8 PROMOTION

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When filling a permanent promotional vacancy, the Employer shall consider the employee's qualifications, seniority, aptitude and work recorded. However, when these factors are reasonably equal between two (2) or more employees, in the judgment of the Chief of Police, then seniority shall prevail. Employees will be on a promotional probation for one year.

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A permanent employee who vacated his/her position to accept probationary appointment to a higher level and who is rejected during the probationary period shall be reinstated in his/her former position and rate of pay.

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An employee designated by Chief of Police to supervise (Sergeants position) a uniformed shift shall, at the end of thirty (30) days after being so designated, be compensated at Sergeant's rate of pay.

ARTICLE 9 PERFORMANCE APPRAISALS

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

Evaluations will occur annually and will be in writing with a copy provided to the employee. Said evaluations will occur annually on the anniversary of the employee's ILEA certification, if hired uncertified, and upon the date of hire, if ILEA certified when hired. The written evaluation of the employee will be followed within 20 days by a personal conference between the employee and the chief of Police. The employee shall have the right, if he/she disagrees with the evaluation, to submit a written explanation to the Chief of Police and file copies with the City Administrator within five (5) working days of the evaluation conference. The written response of explanation to all evaluations will be attached to the file copy of the evaluation.

No written comments concerning an employee's performance shall be placed in the employee's official personnel file unless they have been copied to the employee. The employee will be provided a copy of his/her personnel file upon request and within five (5) days of providing the request in writing.

ARTICLE 10 LAYOFF AND RECALL

In the event the work force is to be reduced, the Employer agrees to provide affected employees as much advance notice as is administratively practical, but in no case less than ten (10) days. The employee with the least skill, ability, and qualifications as determined by the Employer, in the job classification affected shall be the first laid off. The employees removed can then replace any employee who has less job classification seniority in a job classification for which he/she is the most qualified, as determined by the Employer. On recall from layoff, employee will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being laid off shall be notified at least ten (10) days in advance by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

ARTICLE 11 HOURS OF WORK AND OVERTIME

The purpose of the Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. The regular work day and work schedule for officers shall consist of 6 days on followed by 3 days off. Each work day shall consist of three shifts and each shift shall consist of eight (8) hours and thirty (30) minutes.

During an employee's eight (8) hour and thirty (30) minute shift, the Employer will allow thirty (30) minutes paid time for lunch and two (2) fifteen (15) minute paid rest periods. The time for lunch and rest periods will vary. Employees are subject to be called from break or lunch periods to respond to calls if necessary.

All shifts will have a starting time assigned. Any variation in starting time in excess of two (2) hours shall be discussed with the employees.

Compensation: Employees shall be paid every other Friday unless that Friday is a holiday, in which case the payday is the last City business day before the holiday. Full-time employee's bi-weekly compensation will be calculated by taking his/her hourly rate and multiplying that rate by eighty (80) hours.

Overtime: Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for all work performed in excess of the normal workday or work schedule. Overtime shall not be paid more than once for the same hours worked. Vacations and leaves are not considered time worked for the purpose of determining overtime.

Employees shall receive time and one-half (1 1/2) times of the regular hourly rate for hours worked when the employee has had less than nine (9) hours away from work in between shifts.

The Employer shall offer overtime work to bargaining unit employees based on seniority. After the most senior bargaining unit employee has refused the work, the Employer may then offer the work to the next employee(s) on the seniority list until such a time as the work has been accepted by a bargaining unit employee. After all bargaining unit employees have refused the overtime; the Employer may then offer the work to personnel outside of the bargaining unit or mandate the overtime by inverse seniority.

Detective Division: Employees assigned to Detective Division shall work a forty (40) hour week. Overtime shall be paid for any time worked in excess of forty (40) hours in a given week (or in excess of 8 hours in a day.) Overtime shall be paid at the rate of time and one-half (1 1/2).

Compensatory Time: An employee may elect to receive overtime compensation in either cash payment or compensatory time off. An employee desiring compensatory time off rather than overtime pay shall notify the Employer in writing prior to the cutoff period for computing wages for the period in which the payment ordinarily would have been made. Compensatory time off shall be at the rate of one and one-half (1 1/2) hours of compensatory time for one (1) hour of overtime worked.

Court Time: An employee who is required to appear for court during off-duty hours shall be paid a minimum of two (2) hours of the overtime rate, unless the Court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event, the employee shall be paid for actual time spent in accordance with Hours of Work and Overtime provisions of this Agreement. Time will be measured by portal-to-portal from the employee's home.

Call Back Time: An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at the overtime rate unless such call back is tied to the beginning or end of his/her shift. Employees on special days off (i.e., vacation, holiday, comp time, etc.) shall be called back only after all others on normal routine time off have been called.

On-Call Pay: Employees required to be on-call on their regular days off pursuant to the normal shift assignment shall receive on-call pay at the rate of one half (1/2) their regular hourly rate.

For purposes of this section, an employee is on-call if he/she is restricted from engaging in their normal activities or otherwise required to remain available by telephone.

Part-Time Officer(s). “The Chief, at his discretion, may employ part-time officers. Part-time officers may be used to supplement the workforce but not replace full-time officers. Compensation of part-time officers shall not exceed the level of pay of a one-year officer after certification. Part-time officers will be required to carry city-issued weapons.”

ARTICLE 12 LEAVE OF ABSENCE

Sick Leave: Effective July 1, 2006, all employees employed by the City prior to said date shall have his/her sick leave bank frozen. This bank of sick leave shall be referred to as the “frozen sick leave bank.” Employees will be required to use this sick leave pursuant to the provisions of the previous contract. Once this frozen sick leave bank is exhausted, all leaves will be governed by the PTO provisions of the contract unless there is another section of the contract applicable to this leave.

A medical doctor’s written verification of illness or injury may be required by the Employer for substantiation of an illness or injury.

Sick leave will not be granted if an employee is injured while gainfully employed by a different employer unless employment is approved by the Employer.

Bereavement and Family Illness Leaves:

Immediate Family: In case of death or serious illness in the immediate family (parents, spouse, child, sibling), a permanent employee may be granted a leave of absence with pay, up to five (5) workdays by the City Administrator.

Family: In the case of death or serious illness in the family (mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandparents, grandchildren, uncles, aunts, nephews, nieces or any other relative living in the household), a permanent employee may be granted a leave of absence with pay up to two (2) calendar days by the City Administrator.

Extension: The City Administrator may, at his/her discretion, grant an additional two (2) days leave in instances where extensive travel or other circumstances warrant. Further, employees may elect to use up to 24 hours of sick leave as personal leave in conjunction with Bereavement/Family Illness.

Military Leave: A full-time employee shall be granted a military leave of absence for a period of up to thirty (30) days with pay as prescribed by Section 29A.28 of the Code of Iowa, 1995.

The employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

Jury Duty/Legal Leave: An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer. When released from duty during working hours, the employee will report to work immediately.

Retirement: Employees shall receive payment for 50% of all unused accumulated sick leave in the frozen sick leave bank upon retirement and 100% in the event of death.

Employees may elect at retirement to be paid for unused leave balances for which they qualify for payment in one lump sum or to use the remainder of the leave in increments of the normal 40-hour work week, with all applicable withholdings deducted. An employee who chooses to be paid for the balance of qualifying leave time in the 40-hour increments will be considered an "inactive" employee and does not qualify for the accrual of additional leave time or for the City's contribution towards health insurance.

Employees on a paid leave of absence, exclusive of disability benefits, will continue to accrue all contractual benefits and seniority. Employees on an unpaid leave of absence will continue to accrue seniority for the first thirty (30) days of the unpaid leave of absence." This does not include employees who are on what is considered to be "terminal leave" as defined in the City's personnel policies.

ARTICLE 13 PAID TIME OFF (PTO)

All regular full-time employees shall accrue PTO as follows:

Years of Service	Accrual Per Pay Period
1 through 5	8.34 hours
6 through 10	9.92 hours
11 through 20	11.46 hours
21+	13.00 hours

The maximum accrual of PTO shall be 360 hours. If an employee reaches this maximum (including any compensatory time), the employee shall not be credited with any additional accrual until such time as the employee reduces his/her PTO bank. An employee may elect to cash out 40 hours of PTO twice a year in the months of November and May. The employee shall notify the Chief of this election.

PTO may be used in increment of **one-half hour.** (Note: this was a change from one hour increments.)

PTO requests will be made in writing to the Chief of Police or his/her designee. PTO requests of one (1) week duration or more must normally be made not less than thirty (30) days in advance. PTO requests of four days or less can be made at any time but should normally be made 48 hours in advance. PTO requests shall be acted upon within five (5) days if made thirty (30) days or more in advance and within two (2) days if made less than thirty (30) days in advance. If two or more employees request the same PTO time off at the same time, and staffing levels will not permit all requests, seniority shall prevail in granting the PTO request. Nothing herein shall be construed so as to limit an employee's ability to use PTO on shorter notices when staffing levels permit.

An employee's scheduled PTO will not be cancelled during periods of normal operations of the City. In the event an employee's PTO is cancelled by the City, the employee shall be reimbursed any monetary loss suffered (e.g., nonrefundable reservations) which, after due diligence, the employee is unable to recover. An employee should inform the City if he/she has a potential for a monetary loss.

PTO time used for an employee's illness or for an illness in the employee's immediate family shall be scheduled in advance when possible. The City recognizes that in certain instances it is impossible to schedule PTO in advance when an illness occurs. The City reserves the right to require a physician's certification for PTO time used for illness, when in the discretion of the City, it is determined the employee is abusing the benefits of PTO.

Upon resignation or termination, an employee shall be paid for all unused PTO left at the time of termination.

The City shall establish a short term disability program for employees who have applied for long-term disability and do not have enough PTO or "frozen sick leave bank" to cover the ninety (90) day waiting period. In situations such as this, the employee will be required to exhaust his/her "frozen sick leave bank" and PTO, respectively. If the employee does not have enough paid leave to cover the waiting period, the City will continue to pay the employee his/her salary until the ninety (90) day waiting period is completed.

ARTICLE 14 HOLIDAYS

There shall be eight paid holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving day, and Christmas day and the day before or after Christmas, as annually designated by the City Administrator. If additional holidays are granted or designated as holidays to other employees of the City, such additional or designated holidays shall apply to this agreement.

An employee who works on a designated holiday shall be paid his/her regular hourly rate for the shift and be credited with 6 hours of pay or compensatory time as determined by the employee. Any hours worked in excess of the normal shift on a holiday shall be compensated at one and one-half (1 ½) times the employee's regular hourly rate.

**ARTICLE 15
DISCIPLINARY ACTION**

Both parties of this Agreement recognize that a certain amount of discipline is necessary for the efficiency of the operation. Therefore, these certain penalties for infractions of rules and policies have been agreed upon as follows:

Disciplinary action or measures shall include the following:

1. Oral reprimand or warning.
2. Written reprimand or warning.
3. Suspension with loss of pay.
4. Discharge.
5. Certain misconduct may warrant immediate suspension or termination.

**ARTICLE 16
CITIZEN COMPLAINTS**

When citizen complaints are made against an employee, no action, either disciplinary or administrative in nature, shall be taken against said employee prior to complaint being made in writing and signed by complainant. When requested, said written complaint shall be made available to the employee and reviewed by the Chief of Police. At the discretion of the Chief of Police, complaint to be investigated or dismissed.

**ARTICLE 17
WORK RULES**

The Employer may, from time to time, develop, put into effect, and enforce work rules. Said work rules will be distributed to employees fifteen (15) days prior to their effective date. Nothing herein shall be construed to conflict with or waive any provisions of this Agreement or the Act.

**ARTICLE 18
LONGEVITY**

An employee shall receive Six Dollars (\$6.00) per pay period for each year of service with the Employer beyond his/her fifth year.

**ARTICLE 19
UNIFORM AND CLOTHING PROVISIONS**

General Provisions: Upon initial employment, each officer shall receive all necessary clothing and equipment as listed in the present Rules and Regulations.

Replacement: Each employee shall receive replacement for those items that have been damaged or worn through performance of duty in an amount not to exceed \$500 annually, as determined by the Chief of Police. Employees may bank any amount of their unused annual entitlement up to a maximum of \$850.00. (Note: The bank was previously \$750.00.)

Personal property required to be carried on duty, such as watch, glasses, etc. shall be replaced or repaired at a reasonable price, as determined by the Chief of Police in the event of damage pursuant to police activity

ARTICLE 20 DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, the Employer agrees to deduct the regular monthly Union dues, **initiation fees, assessments, fines, Team Legal, and D.R.I.V.E. contributions** of such employee from his/her pay and remit such deduction, along with a list of current employees indicating those for which dues have been deducted, normally sent by the fifteenth (15th) day of the succeeding month to the official designated by the Union, in writing, to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 21 INSURANCE

The City will provide its employees with group health, major medical, prescription drug and dental insurance coverage.

Employees shall pay 10% of their elected coverage, in an amount not to exceed \$30.00 per month for single coverage or \$53.00 per month for family coverage. The employee will be responsible for a \$250/\$500 deductible and a \$2,250/\$4,500 out-of-pocket maximum. The employer retains the right to select the insurance carrier and/or the insurance plan; however, the benefit levels shall remain equal to or better than the levels currently in effect, to the extent that a plan with those benefits is available at a reasonable cost.

If an employee elects to participate in the single Health and Major Medical Insurance Program or the employee elects to waive coverage altogether, the employee shall be entitled to an additional \$75.00 per month which will be paid into a tax sheltered annuity by the Employer on behalf of the employee.

If any time during the term of this Agreement the annual premium increases by 20% or more, the Employer agrees to seek insurance alternatives to reduce the premium without reducing the current benefit level.

Life Insurance: The Employer shall maintain a group term life insurance policy for each employee in the face amount of \$50,000.00 at no cost to the employee. The employee shall be eligible to purchase additional insurance or continue coverage beyond separation of employment pursuant to the terms of the insurance policy.

**ARTICLE 23
WAGE RATE**

Reference is made here to Exhibit A, Wage Rates. By this reference said Exhibit becomes a part of this Agreement. **Effective July 1, 2008, employees shall receive a 3.5% ATB wage increase. Effective July 1, 2009, employees shall receive a 3.5% ATB wage increase. Effective July 1, 2010, employees shall receive a 3.75% ATB wage increase.**

Command Pay: In addition to other compensation, the City shall pay One Dollar (\$1.00) per hour for every supervised hour to any police officer below the rank of Sergeant who is assigned "command duty" for a particular shift, in the absence of a higher ranking officer. To be eligible for command pay, an officer must have command of the shift consisting of a least himself/herself and one other officer.

Senior Officer Classification: An officer who has successfully completed a Bachelor of Science or Bachelor of Arts (B.S. or B.A.) program at an accredited college or university, and who has served as a member of the Windsor Heights Police Department for a period of not less than three years, shall receive, in addition to his/her normal compensation, an additional payment of \$600 annually. An officer who has successfully completed a Associate of Science or Associated of Arts (A.S. or A.A.) program at an accredited college, and who has served as a member of the Windsor Heights Police Department for a period of not less than three years, shall receive, in addition to his/her normal compensation, an additional payment of \$300 annually. This payment shall be made in the pay period that includes July 1 after the requirements as set forth above have been met.

**ARTICLE 23
EDUCATIONAL INCENTIVE**

The Employer shall reimburse any employee for the actual cost of college tuition, provided the employee has declared a work related major, according to the following schedule:

Maximum credit <u>hour reimbursement</u> \$175.00	Minimum <u>required GPA</u> 3.0
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\$125.00	2.5
\$50.00	2.0

Note: previously this was reimbursement per semester.

The maximum reimbursement per semester shall not exceed \$1,250.

Should the employee leave the employment of the City for any reason during the four month period immediately following the semester for which reimbursement is made, said employee shall repay the reimbursement amount in full to the Employer. A semester is defined as twelve credit hours. The incentive is provided pending available funding, as determined by the department supervisor or City Administrator.

**ARTICLE 24
EDUCATIONAL INCENTIVE**

The City shall contribute the following percentage of salary to a deferred compensation plan for employees pursuant to the following schedule:

<u>% of salary</u>	<u>Years of Service</u>
1.0%	3 through 5
1.5%	6 through 10
2.0%	11 through 20
2.5%	21+

To enroll in this benefit, employees must complete forms provided by the City.

**ARTICLE 25
FINALITY AND EFFECT**

THIS AGREEMENT constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of the Agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered

by 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 this Agreement.

**ARTICLE 26
DURATION**

THIS AGREEMENT shall be effective from July 1, 2008 and shall continue in effect until Midnight June 30, 2011 and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to modify or terminate the Agreement on or before September 15, 2007, or on or before September 15 of any succeeding year.

**ARTICLE 27
EXTRA CONTRACT AGREEMENTS**

The Employer agrees not to enter into any agreements or contracts with its employees, individually or collectively, concerning wages.

Signed this ____ day of _____, 2007.

CITY OF WINDSOR HEIGHTS

TEAMSTERS LOCAL #238

By: _____
Jerry Sullivan, Mayor

By: _____
Mike Stanfill, Representative

By: _____
Marketa George Oliver
City Administrator

By: _____
President

EXHIBIT A
JOB CLASSIFICATIONS AND WAGE RATES

SALARY <u>BASE & STEPS</u>	Effective Date 7/1/2008	Effective Date 7/1/2009	Effective Date 7/1/2010
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POLICE (Police officer salaries are adjusted based on the adopted contract with the bargaining unit, The Teamsters.)

Officers			
Recruit	\$37,466	\$38,777	\$40,231
Entry Level ILEA Certified	\$41,895	\$43,361	\$44,987
1 year after Certification	\$44,345	\$45,897	\$47,618
2 years after Certification	\$46,456	\$48,082	\$49,885
3 years after Certification	\$48,569	\$50,269	\$52,155
4 years after Certification	\$50,678	\$52,452	\$54,419
5 years after Certification	\$52,580	\$54,421	\$56,462
Sergeant (No longer funded after 7/1/03.)	\$57,049	\$59,046	\$61,261