



**Roll Call Number**

**Agenda Item Number**

33

**Date** March 22, 2021

**APPROVING AGREEMENT WITH THE DES MOINES POLICE BARGAINING UNIT ASSOCIATION**

**WHEREAS**, Iowa Code Chapter 20 requires the City and its collective bargaining units to negotiate certain conditions of employment; and

**WHEREAS**, Iowa law requires the City to negotiate in good faith and prohibits negotiations that are not in good faith and further requires binding arbitration for any negotiations that fail to result in a negotiated agreement; and

**WHEREAS**, the collective bargaining agreement between the City and the Des Moines Police Bargaining Unit (PBU) expires on June 30, 2021; and

**WHEREAS**, the City and PBU have reached an agreement for a three-year term through June 30, 2024 as described in the attached Council Communication; and

**WHEREAS**, PBU'S membership ratified such agreement; and

**WHEREAS**, approval of the agreement of the parties is recommended.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Des Moines, Iowa:

That a collective bargaining agreement between the City of Des Moines and the Des Moines Police Bargaining Unit for the period July 1, 2021 through June 30, 2024 is approved.

**BE IT FURTHER RESOLVED**, that upon availability, the Mayor is authorized and directed to sign the collective bargaining agreement between the City of Des Moines, Iowa and the Des Moines Police Bargaining Unit Association.

(Council Communication No. 21- 131 attached.)

MOVED BY \_\_\_\_\_ TO ADOPT

Form Approved:

/s/Carol J. Moser

Carol J. Moser

Deputy City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BOESEN				
GATTO				
GRAY				
MANDELBAUM				
VOSS				
WESTERGAARD				
TOTAL				
MOTION CARRIED	APPROVED			

**CERTIFICATE**

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

\_\_\_\_\_  
Mayor

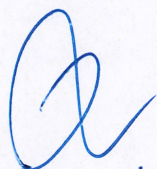
\_\_\_\_\_  
City Clerk

Police Bargaining Unit (PBU) and City of Des Moines  
Tentative Agreement  
February 2, 2021

If the parties have not agreed that an article or provision be amended, then current contract language for that article or provision will be maintained.

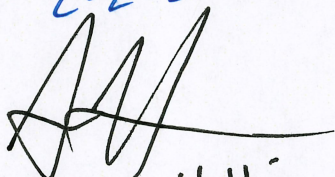
City agrees to make Union employees eligible for the City's Paid Parental Leave Policy subject to ratification by the Union of the tentative agreement and City Council approval.

The parties agree to waive ratification timelines.



James Wells  
HR Director

2-2-2021



Aaron Hilliga

2-2-2021



DMPBUA

2-2-2021

## Article II Non-Discrimination

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

## Article V Union Representation

### Section A. Executive Bargaining Committee

The Association may will appoint a bargaining committee to represent the bargaining unit in all formal negotiations and/or discussions with the City representatives. The Committee shall not exceed six five (65) in number and shall be designated by the Association in accordance with the following: including the Chief Steward with up to three (3) designated alternates.

1. President
2. Vice President
3. Secretary
4. Treasurer
5. Chief Union Steward
6. Social Media Administrator

### Section C. Designation

The total number of stewards shall not exceed ten (10) and shall be designated by the Union in accordance with the following:

- (1) One in the Detective Bureau
- (2) One in the Homeland Security Bureau, Airport
- (3) Two in the First Watch Patrol, Patrol Services Bureau
- (4) One in the Second Watch Patrol, Patrol Services Bureau
- (5) Two in the Third Watch Patrol, Patrol Services Bureau
- (6) One in the Vice/Narcotics Section
- (7) One in the Traffic Unit, Patrol Services Bureau
- (8) Homeland Security Bureau, Metro Star At-Large

### D. Chief Union Steward Duties

The Chief Union Steward shall be allowed up to three (3) hours of paid time per day to coordinate off duty jobs during their regularly scheduled hours of work so long as it does not bring any unnecessary hardship or duress to the Department. The Chief Union Steward shall perform these duties on-site while on paid-time and be available for police work as directed by his/her supervisor.

The Chief Union Steward shall be placed on special assignment to assist the representative of the command staff to carry out the annual shift bid process on its designated day.

## Article VII Hours of Work

### Section C. Patrol Shift Bidding

The annual Patrol Shift Bid Process shall be administered no earlier than the last week of October and no later than the first week of November each year. An announcement shall be made no later than two weeks prior to the Bid Process date.

Officers assigned to the Patrol Services Bureau will indicate their choice for Watch selection, District selection and Day-Off Rotation in writing on a Bid Form. Officers shall complete the form and return to a member of management to be designated annually (Exhibit 2). Officers who fail to complete the Bid Form and return it by the specified date, shall forfeit their Bid selection until the Bid process has reached conclusion, at which time that officer(s) shall be allowed to bid based on seniority for any remaining opening.

The rotations will be filled on the seniority based process. The Bid process will be conducted in the Roll Call Room and will be accessible to all employees. Officers shall indicate their first, second or third choice of rotation on their Bid Form. In the event those preferences cannot be accommodated, the officer will be contacted to make an alternative selection.

Officers shall make themselves available during the Bid Process by personal appearances or by verified phone contact. An officer who is unavailable and cannot be contacted for more than a twenty (20) minute time frame as witnessed by management and Union personnel shall forfeit his/her bid selection and shall be subject to Watch selection and Rotation selection at the end of the Bid Process based on the officer(s) seniority.

Seniority shall be the determining factor to determine Watch selection and Rotations. District assignment selection requests shall be accommodated to the extent practical considering "special duty" assignments and departmental efficiency.

Implementation of the annual Bid Process will be determined to the extent practical with operational efficiency and specified payroll periods and will be announced with the annual Bid Process announcement.

Only employees assigned to Patrol will be allowed to participate in the Bid Process. Employees who wish to return to Patrol from another section or bureau will have submitted a formal written request to their supervisor indicating their request to transfer to Patrol. That employee will be permitted to Bid based on their seniority and compliance with all other rules of the Bid Process, and the effective date of the transfer being on or before the implementation of the current Bid Process.

### Section D. Airport Section Shift Bid

The annual Airport Section shift bid shall take place the third week of October and will be implemented on the first day of the first pay period of the upcoming calendar year. Only employees assigned to the Airport Section at the time of the annual Airport shift bid process will be allowed to participate. Notice of the annual shift bid will be made no later than two weeks prior to the start of the bid process.

Shift bidding will be based on seniority with the most senior employee (lowest ident number) bidding first. Employees will submit in writing their preferred watch to the commander of the unit using the Airport Section

Bid Form (Exhibit 3). The Section Commander and Airport Union Steward will attest to the results of the bid and then post for employee viewing. Employees who fail to timely submit a bid sheet shall forfeit their position based on seniority, and placed at the end of the bid process.

## Article XI Performance Appraisals

### Section A. Use and Purpose

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

## Article XII Holidays

### Section A. Days

The following twelve (12) ~~eleven (11)~~ paid holidays will be observed by the Unit:

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

### Section C. Holidays Occurring on Weekends

- (4) 10-hour Employees: Employees working a ten hour shift shall be credited with 980-hours of Holiday time compensation, prorated when needed, not to exceed the amount of 8-hours for each holiday remaining in a partial year. This is intended to provide no more than 980-hours of paid holiday time per year to officers working a 10-hour schedule or combination of a ten-hour or eight and one half hour schedule.

## Article XIII Leaves

### Section C. Leaves of Absence

- (1) Emergency Leave
- (d) The employee shall notify the Police Chief or his/her designee immediately upon notification of a death in their family. This initial notification does not constitute the beginning of the Emergency Leave. The leave shall be continuous and shall begin within 30 calendar days of death, unless granted written permission from the Chief of Police or his/her designee

**Article XIV  
Vacation**

Section C. Administration

7) Employees hired after 7/1/2020 will have a vacation accrual cap of three times (3x) their annual accrual. Vacation hours will stop accruing once the employee's vacation balance equals the vacation accrual cap. Vacation hours will resume accruing up to the vacation accrual cap once the employee's vacation balance is below the vacation accrual cap. No payment of accrued but unused vacation hours will be paid at separation in excess of the vacation accrual cap.

(8) Only current accrued and available Vacation, Compensatory, "Dash" and Holiday hours shall be considered for time off when an employee is requesting their vacation choices or additional day off requests.

**Article XV  
Sick Leave**

Section B. Usage

Sick Leave shall be granted under the following circumstances:

(8) Employee's mental health and wellbeing.

**Article XVIII  
Payroll Deductions**

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

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

- (1) Credit Union
- ~~(2) Savings Bonds~~
- (3) ~~United Campaign Combined Charities~~ Fund
- (4) Any other which may be mutually agreed to.

**Article XXII  
Uniform and Clothing Provisions**

Section D (Cellular Phone)

At the discretion of the Chief of Police, employees who have successfully completed their FTO training program will be assigned an appropriate mobile phone for use in accordance with their daily duties and consistent with department and City policies.

## Article XXV Wages

### Section A. Compensation

Each employee shall be compensated in accordance with the respective classification title and corresponding salary range as set forth in Appendix "B" for the pay periods beginning June 1~~4~~8, 20~~1~~8.

### Section B. Within Grade Salary Increases

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

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

### Section G. Bilingual Pay

Each permanent employee who is recognized as proficient in a foreign language as determined by the Chief, shall receive additional compensation at the rate of -eight hundred dollars (~~\$6800~~) per year to be paid on a pro-rated basis on each regular pay day.

### Section H. Bomb Squad/Weapons of Mass Destruction Team, Clandestine Lab Team, Dive Team, Metro Star Team

Clandestine Lab Team – Each permanent employee who is assigned by the Chief to the clandestine lab team will receive additional compensation at the rates of ~~\$1,200 per year beginning July 1, 2012, \$1,400 per year beginning July 1, 2013 and one thousand six hundred dollars (\$1,600) per year beginning July 1, 2014.~~

Bomb Squad and Weapons of Mass Destruction – Each permanent employee who is assigned by the Chief to the bomb squad will receive additional compensation at the rate of ~~\$1,200 per year beginning July 1, 2012, \$1,400 per year beginning July 1, 2013 and one thousand six hundred dollars (\$1,600) per year beginning July 1, 2014.~~ Additionally, each such employee shall accrue a deferred payment of an additional \$500 per year payable after every five years of service on the bomb squad. A bomb squad member that is transferred by action of the chief and thus unable to complete the required five years to receive the deferred payment, shall receive a pro-rated payment for the number of years completed at the time of the Chief mandated removal from these teams.

Dive Team – Each permanent employee who is assigned by the Chief to the Dive team will receive additional compensation at the rates of ~~\$1,200 per year beginning July 1, 2012, \$1,400 per year beginning July 1, 2013 and one thousand six hundred dollars (\$1,600) per year beginning July 1, 2014.~~

Metro Star, Entry and Marksman Observer Teams— Each permanent employee who is assigned by the Chief to the Metro Star Team will receive additional compensation at the rate of one thousand six hundred dollars (\$1,600).

Compensation pursuant to this Section is not cumulative. An officer may only receive the additional pay for participation on one of these teams.

#### Section L. On-Call Compensation

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

#### Section M. Shift Differential

In addition to the established wage rates, the City will pay an hourly premium of forty cents (\$.40) per hour ~~thirty cents (\$.30) per hour~~ to employees beginning work on or after 2:30 p.m. but before 6:30 a.m. Employees shall not be eligible for a shift differential pursuant to this section as a result of an extension of their regular workday into a shift differential period. Shift differential shall not apply in calculating holiday, vacation, sick leave, or any other benefit. Effective July 1, 2017, rate will increase to thirty five cents (\$.35) per hour.

For employees working a 10-hour shift, in addition to the established wage rates, the City will pay an hourly premium of thirtyfour cents (\$0.40~~30~~) per hour to employees beginning work on or after 1:00 p.m. but before 6:00 a.m. Employees shall not be eligible for a shift differential pursuant to this section as a result of an extension of their regular workday into a shift differential period. Shift differential shall not apply in calculating holidays, vacation, sick leave, or any other benefit. Effective July 1, 2017, rate will increase to thirty five cents (\$.35) per hour.

### Article XXVI Longevity Pay

#### Section B. Amount of Payment

Eligible employees shall receive the following percentage rate applied to their base hourly pay rate upon completion of the required number of years:

#### Annual Payment

Years	Longevity Rate
After 5	1%
After <u>9</u> <del>10</del>	2%
After <u>13</u> <del>14</del>	3%
After <u>17</u> <del>18</del>	4%
After <u>21</u> <del>2</del>	5%
After <u>25</u> <del>6</del>	6%

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



**Article XXVIII  
Insurance**

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

Section B. Health and Medical

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

Effective July 1, 2021, for Option 1, employees selecting either single or family coverage will contribute eleven percent (11.0%) of the applicable premium. For “HMO” option, employees selecting single or family coverage will contribute twelve percent (12.0%) of the applicable premium.

Effective July 1, 2022, for Option 1, employees selecting either single or family coverage will contribute eleven percent (11.0%) of the applicable premium. For “HMO” option, employees selecting single or family coverage will contribute twelve percent (12.0%) of the applicable premium.

Effective July 1, 2023, for Option 1, employees selecting either single or family coverage will contribute eleven percent (11.0%) of the applicable premium. For “HMO” option, employees selecting single or family coverage will contribute thirteen percent (13.0%) of the applicable premium.

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

Section C. Dental

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

The City will provide dental insurance coverage as described in Exhibit 1.

**Article XXX  
Duration of Agreement**

The contract duration is for three (3) years beginning July 1, 2021 and ending June 30, 2024.

**Article XXXI  
Appendices**

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

Appendix B      Salary Schedule effective July 1, 2021 reflecting a three and one-half percent (3.50%) across-the-board wage increase.

Salary Schedule effective July 1, 2022 reflecting a three and one-half percent (3.50%) across-the-board wage increase.

Salary Schedule effective July 1, 2023 reflecting a three and one-half percent (3.50%) across-the-board wage increase.