



Member Benefits

For Hourly Full-time Police Officers

Resolution No. _____-2024

July 1, 2025 to June 30, 2028

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Preamble

THIS AGREEMENT is executed by the City of Oelwein, hereinafter called "Employer", and Current and Future Full-Time Officers of the Oelwein Police Department, hereinafter called "Officers".

Article 1

Recognition

Section 1. The Employer recognizes the need to provide clearly outlined guidelines, benefits, and wages in order to provide a professional, safe, competitive, and effect public safety service. The Employer has met with officers to discuss the terms of this agreement to provide terms that represent this desire.

Included in this agreement: All paid full-time hourly police officers of the Oelwein Police Department.

Article 2

Intent and Purpose

Section 1. The Employer, the Officers, and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Oelwein.

Section 2. The Employer, the Officers, and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties to this Agreement, and to assure the effective and efficient operation of the City of Oelwein and of the Oelwein Police Department.

Article 3

Definitions

Section 1. ACT means the Iowa Public Employment Relations act as it may be amended from time to time.

Section 2. ANNIVERSARY DATE means the anniversary of the calendar date of the employee's last date of hire.

Section 3. COUNCIL means the members of the City Council of the City.

Section 4. CITY & EMPLOYER means the City of Oelwein, Iowa.

Section 5. A REGULAR EMPLOYEE means an employee other than a temporary or part-time employee, who has completed the probationary period.

Section 6. A REGULAR EMPLOYEE means an employee other than a temporary or part-time employee, who has completed the probationary period.

Section 7. A PROBATIONARY EMPLOYEE, police patrol officers, if the employee has successfully completed training at the Iowa Law Enforcement Academy or other training facility certified by the Director of the Iowa Law Enforcement Academy before the initial appointment as a police patrol officer, the probationary period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a police patrol officer. If the employee has not successfully completed training at the Iowa Law Enforcement Academy or another training facility certified by the Director of the Iowa Law Enforcement Academy before initial appointment as a police patrol officer, the probationary period shall commence with the date of initial employment as a police patrol officer and

shall continue for a period of nine (9) months following the date of successfully completion of training at the Iowa Law Enforcement Academy or another training facility certified by the Director of the Iowa Law Enforcement Academy. A police patrol officer transferring employment from one jurisdiction to another shall be employed subject to a probationary period of nine (9) months. During the probationary period, such employees may be removed or discharged from such positions, without cause or right to grievance.

Section 9. A PART-TIME EMPLOYEE means any person employed by the Employer on a continuing part-time basis, i.e., working less than forty (40) hours per week.

Section 10. A TEMPORARY EMPLOYEE means any person employed by the Employer on a full-time or part-time basis for a particular purpose not anticipated by the Employer to extend for a period of more than four (4) months.

Section 11. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement shall be limited to mean "regular" employee.

Section 12. The word "Chief" when used hereunder includes the designated representative of the Chief of Police.

Section 13. "Adequate justification" shall mean proof of circumstances beyond the control of the employee reasonably excusing compliance with applicable terms of this Agreement.

Section 14. IMMEDIATE FAMILY: Includes spouse, children, stepchildren, or specific permanent members of the employee's immediate household. Specific permanent members of the employee's household shall include:

- a. **A person that the employee is in an intimate romantic relationship with and where that person has lived in the household for more than two years. As defined by the Iowa Code, an intimate romantic relationship means a significant romantic involvement that need not include sexual involvement. An intimate relationship does not include casual social relationships or associations in a business or professional capacity.**
- b. **A child of the intimate partner that lives in the employee's household more than half of the time.**

Article 4

Reserved

Article 5

Seniority

Section 1. Seniority is defined as an employee's length of service with the City from the employee's most recent date of hire. The employee shall not accrue seniority, nor shall the employee lose seniority during an unpaid leave of absence. Seniority shall continue to accrue during paid leaves of absence.

Section 2. The seniority records for employees shall be maintained and posted by the Employer in January of each year and a copy thereof shall be given to the Officers and to each employee at that time. Any protest as to the correctness of the most recent list must be made in writing to the Employer within thirty (30) days of receipt of this list.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason; is discharged for cause; fails to report to work after notice of recall within the time limit set out in Article 10, Section 3, hereafter; is laid off for a period exceeding thirty-six (36) months or the employee's seniority, whichever is lesser; is absent from

work for two (2) consecutive workdays without adequate justification or approval by the Employer; or fails without adequate justification to report to work on the next scheduled workday at the completion of a leave of absence or vacation.

Article 6

Procedures for Staff Reduction

Section 1. In the event the Employer determines that an employee must be laid off, the Employer shall lay off the employees so affected in the order of their seniority, retaining those employees with the most seniority.

Section 2. An employee to be laid off will be notified as soon as possible by certified mail, return receipt requested, sent to the employee's latest advised current address. An employee who is laid off shall advise the Employer of his or her current address during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff.

Section 3. An employee shall report to work within ten (10) calendar days after notice of recall is mailed, certified mail, return receipt requested, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said effective date. No employee shall be discharged for failure to report upon the effective date of recall if adequate justification is shown.

Article 7

Job Classification and Transfer Procedures

Section 1. If a policeman is requested to work in a higher rated job classification for a period exceeding twenty (20) working days, within a contract year, the employee shall receive at least the minimum hourly rate for the higher rated job classification effective on the twenty-first (21st) day that the employee so works, and shall be returned to the employee's regular rate of pay upon completion of the employee's temporary assignment.

Section 2. The Officers agrees officers may be shifted from one classification to another following Civil Service procedures, however in the event of a temporary shift from one classification to another, the Employer agrees no employee's wages or hours shall be reduced because of reclassification except as provided specifically herein. In the event of an objection by an employee as to any reclassification, such objection shall be handled as a grievance in a manner provided by this Agreement. An officer may be asked to serve in a higher classification as part of an evaluation period for promotion. This evaluation period may not exceed forty-five (45) days and will be at the employees' regular rate of pay.

Section 3. The Employer agrees that the hourly rate of no regular employee shall be reduced during the contract year, except as otherwise provided in this Agreement, nor shall such employee be reclassified because of the employee's physical or mental disability. The employee may also be returned to a lower classification if the employee is unable to perform the duties to the higher classification.

Section 4. The Chief of Police may deem it necessary to reclassify a civilian employee to another civilian job classification during times of employee shortages.

Article 8

Hours of Work

Section 1. The Employer shall establish and post the hours of work for all employees which the Employer determines will best provide the service to be rendered to the public. The hours shall not be construed as a guarantee of hours nor days, nor of work scheduled.

Section 2. It is understood and agreed that the determination of the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to extend or maintain the hours of work for any employee, and the employee shall be required to work at times as scheduled by the Employer.

Section 3. The normal work schedule for police officers consists of a forty (40) hour week with rotating days off. Shifts shall be picked by seniority according to rank. The Chief of Police shall retain the authority to reassign an employee based on performance.

Any hours worked, in addition to the normal workday shall be paid at the overtime rate unless mutually agreed upon by the Employee and Employer.

Section 4. An employee shall have one twenty (20) minute break during the first half of the working day and one twenty (20) minute break during the second half of the working day whenever possible. An employee shall have a thirty (30) minute meal break in the middle of the working shift whenever possible. The secretary shall be given 30 minutes off without pay, approximately mid-shift, for a lunch break.

Section 5. It is understood and agreed that the Employer may have to revise work schedules to adequately staff each shift and the Employer agrees to give the affected employee as much advance notice as possible of a change in the employee's schedule of hours to be worked. The Employer shall give the Officers as much advance notice as possible of any major change in work schedules.

Section 6. Employees shall have the right to trade shifts or days when it does not interfere with the operation of the Employer, subject to the approval of the Chief. Employees may trade shifts or days with the approval of the Chief when, in the Chief's opinion, it does not interfere with the operations of the Employer or lead to overtime.

Article 9

Overtime

Section 1. Overtime

- A. Overtime shall be defined as actual hours worked more than the regular scheduled work week. Earned leave utilized will not count towards hours worked. Under the current schedule, officers average 40 hours per week during an 8-week period. ~~The only earned leave that will be considered a part of the work week is vacation.~~ Overtime must be authorized or approved in advance by the Employer.
- B. Compensation shall not be paid twice for the same hours, nor shall there be any pyramiding of overtime.
- C. Employees shall be required to work such overtime as the Employer requires. Overtime shall not be used as a disciplinary tool, either to punish employees or to reward employees.

- D. The Employer will utilize an electronic time-tracking system, visible to employees, to display overtime hours worked. The opportunity for overtime hours shall be divided among the employees in accordance with the following:
1. Overtime shall be made available to the employees based on seniority within a particular job classification. For the purposes of this Section, seniority shall be based on the number of overtime hours worked, with the employee having the greatest number of overtime hours worked being deemed to have the least amount of seniority. The amount of overtime worked by each employee shall be noted on the overtime list. The employee with the most seniority, i.e. the least amount of overtime worked, shall be first offered the overtime and the offer thereafter shall be made in order of declining seniority.
 2. If staff do not respond affirmatively to a request for them to work overtime the following may then take effect:

The Chief, or his designated ranking officer, shall appoint an officer from the present shift to continue working the first one half (1/2) of the open shift. He shall also appoint an officer to report to work the second one half (1/2) of the open shift prior to his regular scheduled shift. Officers shall alternate being called in for overtime if the officer calling in sick shall be gone for more than one (1) day.
 3. When an employee is required to work greater than fifteen (15) consecutive hours, the individual will be given at least eight (8) hours off before being required to report to work, except in the case of an emergency.
- E. Overtime may be paid either in salary, or with the approval of the Chief, in compensatory time off. An employee shall not accumulate more than forty (40) hours of compensatory time. It is the policy of the Employer to require that compensatory time be used as soon as reasonably possible after it is earned. Accumulated compensatory time will be paid out during the last pay period of December and last pay period of June. A maximum of twenty (20) hours for police officer of accumulated compensatory time may be carried over beyond December 31. In no event shall any accumulated compensatory time be carried over to the next contract year. Any compensatory time not carried over shall be paid on the employee's last pay period in June.

Section 2. Call-Back Time

- A. An employee, including a probationary 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 two (2) hours or less prior to the employee's regular shift. The minimum does not apply when an employee is ordered to work beyond the employee's shift. If the employee is scheduled to attend Department training or meetings the employee will be paid time and one-half for all time spent.

Section 3. Court Time

- A. An employee, including a probationary employee, required to appear for Court outside of Oelwein during off duty hours, shall be paid for actual time spent with a minimum of two (2) hours pay at 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 is paid for the actual time spent. The employee shall also receive mileage. If required to appear for court within Oelwein the minimum is one (1) hour of overtime pay. A

copy of the employee's claim with the Clerk of Court for appearance and mileage shall be filed with the Employer, and any sums paid by the Clerk of Court will reduce the Employer's obligation to the extent of payment received.

- B. Court time is payable whenever the employee is required to appear as a witness before any Court of administrative agency to present information gained in proximate connection with the employee's employment with the Employer.

Section 4. Compensatory Time

- A. A. If the employee elects to take overtime by using compensatory time off, and if the Chief approves, the employee shall notify the Employer thereof prior to the time when the payroll for period when overtime was earned is prepared. The Employer shall keep a record of all compensatory time which an employee has earned, and has used, and the employee may request to see such record at any reasonable time.
- B. B. Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have been paid. For example, if an employee is entitled to an hour of pay at the regular straight time rate, the employee will be credited with one (1) hour of compensatory time. If an employee is entitled to an hour of pay at the overtime rate, the employee will be credited with one and one-half (1 ½) hours of compensatory time.
- C. Compensatory time off will be granted at the time selected by the employee, so long as it does not conflict with the operation of the Employer. Compensatory time may be added to vacation time to extend vacation time, but only in the manner provided for in the scheduling of vacations.

Article 10

Holidays

Section 1. The following days are designated Holidays, to wit:

New Year's Day	January 1
Washington's Birthday	February 22
Easter	As observed
Memorial Day	As Observed
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	As Observed
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Christmas	December 25

Shall any questions arise these Holidays are to be paid for the dates as observed by the Federal government.

Section 2. The holiday for employees shall begin at the start of what is classified as the first shift on the day of the holiday and end twenty-four (24) hours later.

Section 3. To be eligible for receiving holiday pay an employee must have been in the employ of the Employer for not less than thirty (30) calendar days, and unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

Section 4. An eligible employee who works on any of the holidays listed above during the holiday hours, as listed above, shall receive two (2) times the current hourly straight time rate of pay, for any hours worked.

Section 5. If a holiday occurs during an employee's vacation, the employee will receive their straight time rate of pay counted as vacation.

Article 11

Vacations

Section 1. Subject to and in accordance with the provisions of this Article, paid vacation shall be earned by employees according to seniority pursuant to the following schedule:

After 1 year	40 Hours Vacation
After 2 years	80 Hours Vacation
After 5 years	120 Hours Vacation
After 10 years	160 Hours Vacation
After 15 years	200 Hours Vacation

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be according to the individual employee's anniversary date. Accordingly:

- A. All vacations earned must be taken by the employee prior to the employee's next anniversary date, except that the Chief may allow an employee to carry over one (1) or more days because of extenuating circumstances, such as, but not limited to illness.
- B. No employee shall be entitled to vacation pay in lieu of vacation, except as set out below.
- C. An employee who terminates employment, voluntarily or involuntarily, shall receive any vacation earned, for the year or years prior to the employee's last anniversary date and not previously taken. An employee who voluntarily terminates employment, for other employment, must provide a minimum of 14 days' notice. During this time, to be eligible to receive any vacation which would have been accrued during the employee's current anniversary year, the employee may not use any type of earned leave. Meaning, the employee must report for duty, as assigned, during the first 14 days from their received written notice of separation of employment. An employee who voluntarily terminates employment, for the purpose of retiring from service, must provide a minimum of 30 days' notice. During this time, to be eligible to receive

any vacation which would have been accrued during the employee's current anniversary year, the employee may not use any type of earned leave. Meaning, the employee must report for duty, as assigned, during the first 30 days from their received written notice of separation of employment.

D. Vacation time may be taken in increments of one (1) day or more.

Section 3. An employee shall set the employee's vacation day by December 1st of the previous calendar year when the vacation is to be taken. The initial selection shall be based on an employee's seniority. Vacation dates may be changed after November 1st, but only if the new date does not conflict with another employee's selected vacation dates. Employees who bid on vacation prior to December 1st will be advised of approval or denial by January 1st.

Section 4. So far as possible, each vacation will be granted at the time selected by the employee if it does not conflict with the operation of the Employer.

Section 5. Vacations may be cancelled by the City in cases of natural disaster, or lack of personnel to efficiently operate the department.

Article 12

Leaves of Absence

Section 1. Sick Leave

- A. The City provides sick leave as a form of insurance. It is based upon length of service and is subject to the following provisions.
- B. Sick leave may be used for personal illness or injury rendering the employee unable to perform his or her usual occupational duties, subject to the provisions set out hereinafter.
- C. An employee may use up to four (4) shifts sick leave per contract year for an emergency illness in the employee's immediate family, if prior notice to the Chief is given.
- D. An employee shall earn twelve (12) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of 1,040 hours. Sick leave accumulated prior to the effective date of this contract will be credited toward the maximum accumulation.
- E. After two (2) shifts absence using sick leave, the Employer reserves the right to require a physician's signature when the employee returns to work.
- F. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the employee's workday. This notice shall be waived if there was adequate justification for the employee's failure to notify the Employer. If the employee fails to notify the employer at least 60 minutes prior to the start of their shift, without adequate justification, sick leave will be deducted at 1 ½ times their scheduled hours of work.
- G. An employee who uses no sick leave January 1 through June 30, and/or from July 1 through December 31 shall be granted one (1) additional 8- or 10-hour day off as prescribed by the schedule the employee is presently working in the following six (6) months. In the event the department follows the 1990-1992 schedule the time off shall be eight (8) hours.
- H. Sick leave may be used to the extent it is available as follows: In any period for which an employee is receiving worker compensation benefits, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as net pay for the same period under this contract, if the employee had been working a regular schedule. During the statutory waiting period an employee, including a probationary employee, shall

receive sick leave to the extent it is available. Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave.

Any compensation paid to an employee because of temporary disability in the line of duty shall not reduce the employee's accumulated sick leave.

- I. Sick leave benefits will be paid at the employee's regular straight time rate within the employee's regular job classification.
- J. A holiday for which an employee is entitled to holiday pay shall be paid as a day of sick leave.
- K. An employee who becomes ill while on duty and is unable to continue the tour of duty for that day shall be credited with the number of hours worked and shall be charged for the hours of sick leave taken.
- L. An employee may use vacation time after all accumulated sick time is used. After all time is used, the employee shall be placed on light duty, if possible, until able to return to regular work.
- M. Sick leave will accumulate during the probationary period, but the new employee shall not receive sick pay until the completion of 90 days of employment.
- N. When an employee is terminated from employment or self terminates his/her employment from the City of Oelwein, there shall be no use of sick days for the last 30 days of employment, with exception. Exceptions would include serious illness, personal injury, not job related or hospitalization. The Chief of Police may determine and have discretion to allow or disallow any other sick time off with or without pay.

Section 2. Funeral Leave

- A. An employee will be granted up to five (5) shifts funeral leave, with the approval of the Chief, to arrange and attend the funeral of the employee's spouse, children, stepchildren, parent, or stepparent. An employee will be granted up to three (3) shifts funeral leave, with the approval of the Chief, to arrange and attend the funeral of the employee's children's spouse, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren or permanent member of the immediate household. Any such leave shall be for scheduled workdays for that employee only, which fall within the period commencing with the death and extending through the day of the funeral.
- B. The above leave with pay is intended to cover travel but in special cases involving unusual travel the Employer agrees to grant additional leave without pay for not to exceed two (2) shifts.
- C. An employee is allowed to use one (1) 8- or 10-hour day as prescribed by the schedule the employee is presently working of sick leave to act as a pallbearer.

Section 3. Leave of Absence Without Pay

- A. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been requested by the employee, recommended by the Chief and approved in writing by the Employer. The employee will be given a copy of the authorization. No leave of absence is granted as a matter of right.
- B. Upon termination of any such leave of absence the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick, vacation or other leave.
- C. In the event an employee fails to return to work at the end of any such leave, without adequate justification, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave.
- D. During a leave of absence without pay the employee;
 - a. Must pay group hospital premiums falling due during any month the employee is not on the payroll.
 - b. Must pay premiums for coverage under any group life insurance plan; and

- c. Shall not receive any other job benefits during the period of absence.

The Employer may make exceptions to any of the above conditions (A-C) for leaves not exceeding six (6) working days.

- E. If the leave of absence is medically related, such as but not limited to pregnancy, the employee must give the Employer a written statement from the employee's doctor verifying that the employee is unable to work, and stating when the employee may return to work. The City and Officers will comply with the provisions of the Family and Medical Leave Act of 1993.

Section 4. Jury Duty

- A. Any full-time employee selected for jury duty shall receive a paid leave of absence for the time spent on such duty. Said employee shall receive the regular straight time pay and shall turn over to the Employer the pay earned from such jury service, but the employee shall be allowed to keep any allowance for mileage.
- B. An employee who is summoned for jury duty but is not selected, or any employee who is released from jury duty within an hour or more remaining on the employee's shift shall return to work immediately.
- C. An employee who is called for jury duty shall promptly notify the Chief.

Section 5. Voting Leave

Any employee required to work for all the hours during which the polls are open on an election day shall be given sufficient time off to vote.

Section 6. Personal Days

Employees working the four, 10-hour days per week schedule will be granted 40 hours personal leave with pay each year. Employees not working the 4x10 schedule will be granted 32 hours personal leave with pay each year.

Personal leave is subject to prior approval of the Chief. No personal days may be taken during the first 90 days of employment.

Personal days off will be granted so far as possible at the time selected by the employee if it does not conflict with the operation of the employer. Following ninety (90) days of employment no more than one day per quarter may be taken during the first year of employment.

An employee, with authorization from the Chief of Police, may hold over one (1) personal day. The employee must provide the request for holding this day over, in writing, to the Chief of Police no less than 30 days prior to its expiration. If approved, the authorized day must be used by July 30th of that year.

Article 13

Grievance Procedures

Section 1. Definition – General Rules:

A. The word "Grievance" wherever used in this Agreement shall mean any difference between the Employer and the Officers regarding the interpretation, application, or violation of any of the express terms and provisions of this Agreement.

B. If a grievance is not presented or appealed within the time limitations as hereafter provided, the grievance shall have no further validity or effect and will be abandoned.

C. For any employee covered by civil service the grievance procedures set forth in this Article shall not be available for determination of removal, suspension or demotion.

Section 2. Procedures

A grievance that may arise shall be processed and settled in the following manner:

A. Step 1 – The grievance shall be discussed informally between the employee and the Officers and the employee's immediate supervisor within five (5) calendar days after the occurrence of the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his oral answer to the aggrieved employee and the Officers within five (5) calendar days after such discussion. The failure of the supervisor to reply within said five (5) calendar days period shall be deemed a denial of the grievance.

B. Step 2 – If such a grievance is not settled in Step 1, the aggrieved employee or Officers may appeal. The employee shall within five (5) calendar days following the completion of Step 1 present the grievance in writing to the Chief. The grievance shall contain a statement from the employee or Officers specifying what relief or remedy is desired. The Chief shall investigate the grievance and issue a decision in writing thereon within a period of five (5) calendar days. The failure of the Chief to issue a written decision within said five (5) calendar days shall be deemed a denial of the grievance.

C. Step 3 – If such grievance is not settled in Step 2, the aggrieved employee or Officers may appeal. The employee or Officers shall within five (5) calendar days following completion of Step 2, present the grievance in writing to the City Administrator together with a copy of the grievance filed with the Chief. The City Administrator shall issue a written decision within a period of five (5) calendar days. Failure to do so shall be deemed a denial of the grievance.

D. Step 4 – If the grievance is not settled in Step 3, the aggrieved employee or Officers may appeal to arbitration. The employee or Officers shall request arbitration by written notice to the City Council within five (5) calendar days after the completion of Step 3. The written notice shall be signed by the employee or Officers and shall specify the relief or remedy desired and the section of this Agreement which is to be interpreted or considered by the arbitrator.

When a timely request has been made for arbitration, a representative of the Employer and a representative of the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the Employer's receipt of the arbitration notice, the Officers may request the Public Employment Relations Board to submit a panel of five (5) arbitrators. When the panel is received, the parties shall determine by lot the order of elimination and thereafter shall alternately strike a name from the list, and the person remaining shall act as arbitrator.

The arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties' desire to present, shall render a written opinion. In no case should any award included in the opinion be retroactive beyond the date on which the event occurred which gave rise to the grievance. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved expressly to the Employer by law or by the terms of this Agreement. A decision of the arbitrator within the scope of his/her authority shall be final and binding upon both the parties.

The Employer and the employee or Officers will share equally any joint cost of the arbitration procedure, such as fees and expenses of the arbitration and other incidental and necessary expenses involved. Any other expenses shall be paid by the party incurring them.

The arbitrator shall not have the power or authority to accept or decide any grievance determining the removal, suspension or demotion of a civil service employee.

Section 3. Representation

Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Officers if the employee chooses; or the Officers may proceed on its own.

Article 14

Insurance

Section 1. Hospital and Medical

A. The Employer shall make available for each employee a health and medical insurance policy or policies whose benefits are comparable to, but not necessarily identical to the policy presently in existence.

The drug card co-pay is not included in deductibles nor out of pocket expenses funded through a third-party insurer.

B. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Officers. However, the final decision as to the carrier shall be made by the Employer and shall not be grievable. In the event the carrier or the policy is changed, the Employer agrees that there shall be no lapse in coverage between the policies.

C. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy. If the carrier or the policy is changed, the employer agrees that there shall be no lapse in coverage for current employees.

D. An employee, including a probationary employee, may elect to cover the employee's family members in accordance with and to the extent provided under the terms of the policy.

Section 2. Life Insurance

Effective January 1, 2018, the Employer shall maintain a group term life insurance policy for each employee, in the amount of \$25,000.00 for each employee.

A. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of this policy. If the carrier or the policy is changed, the Employer agrees that there shall be no lapse in coverage for current employees.

B. The City shall pay a sum equal to the employee's base salary for the preceding contract year to the employee's designated beneficiary, if the employee is killed in the line of duty. The City shall be subrogated to the extent of any payments made hereunder or any other party or parties who caused the death of the decedent to the heirs or representative of the decedent.

Section 3. Payment of Premiums

A.

Single Monthly	Family Monthly
101.84	179.16

It is agreed the employee's contribution will be \$101.84 per month for single coverage and \$179.16 per month for family coverage from July 1, 2025, to June 30, 2026. For each subsequent contract year, the City and the Employee will cost share, should the premium increase from the previous fiscal year. The Employee's monthly contribution rate, based on the coverage that they receive (single/family) will increase by a percentage that is 50% of any increase to the rate that the City receives. For clarification, if the annual City insurance premium increases 8%, the employee's monthly contribution rate will increase 4%, ie. If the family rate is \$179.16 per month, the new rate will increase by 4% to \$186.33.

If the City is notified by their insurance provider that their annual rate will increase by more than 10% both parties agree to re-open the contract to negotiate a contribution rate.

Section 4 - Vision and Dental Insurance:

Vision and dental insurance will be made available to the regular employees through a carrier or carriers of the Employer's sole choosing. Employees will pay 100 percent of the premiums and any administrative charges that are assessed to the Employer by the chosen carrier(s).

Article 15

Health and Safety – Vehicles, Uniforms and Equipment

Section 1. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section 2. The Officers and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 3. All motor vehicles and other equipment furnished by the Employer shall be maintained by the Employer in good working condition and in accordance with reasonable safety standards.

Section 4. Any employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle, to the Employer, and any employee using other equipment furnished by the Employer shall immediately report any defect therein to the Employer. No employee shall be

required to operate any vehicle, appliance or tool that is not in safe operating condition or is not equipped with the safety devices prescribed by applicable law.

Section 5. The Employer shall furnish to the employee any item needed in the line of duty, such as uniforms and related equipment, such as shirts, pants, footwear as approved by the Chief of police, ties, coats, gloves, rainwear, leather gear, collar bars, name bars and all related items. The Employer shall determine whether an employee needs any of these items. The Employers expenditure per contract year for any one officer shall be limited to \$450.00. The following items are excluded from that total but will be provided by the employer: body armor, hats, equipment for a new hire employee, and equipment damaged or destroyed in the line of duty.

Section 6. The Employer shall pay that portion of cost attributable to the safety aspect of prescription safety glasses.

Section 7. The Employer agrees to reimburse the employee for damages to the employee's personal property incurred in the line of duty. This section, however, is limited to the employee's personal property required to be carried or worn on duty such as, but not limited to, glasses or a watch. It does not include jewelry or other items which the employee may wish to wear but is not required to do so. Watch damage will not exceed thirty-five dollars (\$35.00). The employee shall be reimbursed after the employee notifies the Chief in writing of the time, place and circumstances of the damage and presents a receipt showing the amount of damages.

Section 8. The City of Oelwein and the Oelwein Police Department may conduct a physical fitness examination twice annually. Participation by all police officers shall be mandatory. The examination shall be set forth in the department policy manual.

On each regularly scheduled test date when an officer successfully passes with a score of good, for each of the required fitness tests (cardiorespiratory endurance (run), muscular endurance and flexibility, he/she will be rewarded by receiving an equal number of hours for 1/2 of their shift hours (4 or 5 depending on schedule worked) of straight time, compensatory time. When an officer successfully passes with a score of excellent, that officer will receive an equal number of hours for a full work shift (8 or 10 hours) of straight time, compensatory time. This reward will only be given if the officer passes each of the tests listed above on the regularly scheduled test dates. For purposes of defining the score standards, a score of good will be classified as someone receiving a score of 10% or higher than the minimum passing score. A score of excellent will be classified as someone receiving a score of 25% or higher than the minimum passing score. The minimum passing score standards will be set by the ILEA for initial hiring standards.

Officers who obtain a less than average classification shall be disciplined by the Chief of Police.

Section 9. The Employer will provide a single, couple or family membership, as appropriate, to the City operated Wellness Center; as long as the Employee actively participates on average of a weekly basis.

ARTICLE 16

Wages

Section 1. The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

Section 3. All employees shall be paid every two weeks on Fridays.

Article 17

Shift Differential

Section 1. An Officer shall be entitled to receive shift differential compensation of thirty cents (\$0.30) per hour for duty performed between the hours of 6:00 P.M. and 8:00 A.M.

Section 2. Compensation due to an employee shall first be determined without reference to the shift differential, irrespective of whether these amounts due are due to regular duty time or overtime. Thereafter, an additional amount per hour worked shall be added, as indicated, for hours worked during the shifts as provided above.

Article 18

Miscellaneous

Section 1. Personnel records shall be maintained by the office of the City Administrator for each employee. A report of the employee's sick leave and vacation standing shall be made to them two (2) times a year. All step increases shall be based on seniority and raises shall be recorded as to their effective date with the hourly rate calculated and recorded in the employee's personnel file.

Section 2. Any employee who separates from service during the term hereof, shall be paid all accrued cash benefits provided for in this Agreement, including salary, overtime, holiday pay, shift differential, including unused personal days and unused earned vacation at the time of separation. Payment by the Employer of the amounts due to the employee shall be conditioned upon the employee's return of all property in his possession, and the Employer shall make deductions for any obligations owed by the employee to the Employer.

Article 19

General Conditions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and the reference of any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable, and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining, and that the understandings and agreements reached are set forth in this Agreement. Therefore, the City and the Officers for the life of this Agreement each agrees that the other shall not be obligated to bargain collectively with respect to any subject

covered in this Agreement, or with respect any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4. Any agreement between the Employer and the Officers to amend or modify any term or provision of this Agreement shall be in writing, shall be ratified in the same manner as this Agreement, and shall not become effective until ratified by each.

Section 5. The Employer shall not enter into an agreement with any individual employee which conflicts with the terms and provisions of this Agreement.

Section 6. In the event that any date for which any action must be taken, or notice must be given falls on a Saturday, Sunday, or legal holiday, said date shall be deemed to be the next following day, which is neither a Saturday, Sunday or legal holiday. For any date so determined the time within which to take the prescribed action shall be deemed to exist for the entire date of that date.

Section 7. Written Notices

A. All written notices required to be given by this Agreement shall be completed by presentation of the notice to the person designated by this agreement to be the person who must receive such notice, and if such person is not available such notice shall be presented to the superior of such person. Service to the City Council shall be accomplished by presentation of notice to the City Clerk.

B. Any person receiving written notice as set out above shall acknowledge receipt with his or her signature, shall indicate there on the date of receipt, and shall return to the person conveying the notice a copy of the written notice so signed and dated.

Section 8. The City of Oelwein may test any member(s) of the Oelwein Police Department, sworn and civilian, to determine the concentration of drugs or alcohol in their body. The testing would be done at the City of Oelwein expense. The City of Oelwein shall not request random drug or alcohol testing more than once per quarter.

Article 20

Effective Period

Section 1. This Agreement shall be effective July 1, 2025, thru June 30, 2028.

This Agreement shall be in full force and effect from July 1, 2025, to June 30, 2028, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify is served by either party by September 10th of the year in which the agreement begins.