**CITY OF MONTICELLO**

**AND**

**MONTICELLO POLICE DEPARTMENT OFFICERS**

**Agreement Re: Wage Chart**

**July 1, 2020 through June 30, 2023**

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 Police Department Wage Scale

**AGREEMENT**

 The purpose of this document is to set out the agreed wage schedule by and between the City of Monticello and all Full-time and Part Time Monticello Police Department Officers and the Department’s Administrative Assistant where applicable. Nothing herein shall, however, create a right to employment and all employees who are covered by the terms of this documents are now and shall remain employees at will.

**PREAMBLE**

 This Agreement is executed by the City of Monticello, hereinafter referred to as “employer”, and employees of the Monticello Police Department, not including the Chief of Police, hereinafter referred to as “employees”.

**ARTICLE 1**

**Safety**

**Section 1:** **Reasonable Provisions**. The employer shall make all reasonable provisions for the safety of its employees.

**Section 2:** **Protective Equipment**. Authorized protective equipment and other devices necessary to properly protect employees from injury and sickness shall be designated and provided by the Employer, and the use of such equipment and devices shall be mandatory. An employee’s failure to use designated protective equipment shall be grounds for disciplinary action.

**Section 3: Employee Conduct**. The employees shall recognize their responsibility to conduct themselves in a manner that promotes safety, employee cooperation, good morale, and good public image.

**Section 4:** **Care of Equipment**: It is recognized that employees are expected to exercise reasonable judgment in the care and use of all equipment including, but not limited to, safety equipment and vehicles used by City employees in the performance of their jobs.

**Section 5:** **Safety Violations**. Any violation by employees of City Policies intended to implement Federal OSHA, State, or City Safety rules and regulations shall be subject to disciplinary action under this Collective Bargaining Agreement. However, any knowing or intentional serious violations (as classified by Federal or State Regulations) committed by an employee may result in their immediate termination.

**ARTICLE 2**

**Procedure for Staff Reduction**

**Section 1:** The decision to implement reductions in non-civil service staff or work hours belongs solely and exclusively to the Employer. If it becomes necessary to shorten hours or reduce the staff of any department, the Employer agrees that the quality of job performance, length of service and general value to the City will weigh heavily in the decision to retain or release individual personnel. The Employer shall also consider qualifications, ability to perform, and physical fitness, and if these criteria are equal between or among affected employees, seniority shall govern.

**Section 2:** Those Employees to be laid off will be notified thereof in writing at least fourteen (14) calendar days prior to the effective date of the layoff.

**Section 3.** An Employee who is laid off shall keep the Employer advised of

the Employee’s current mailing address during layoff. If the Employer desires to recall Employees, such Employees shall be recalled in the inverse order of layoff.

**Section 4:** An Employee shall report to work within fourteen (14) calendar days after notice of recall is mailed, unless the notice of recall provides for a later specified date of recall, in which case the Employee shall report on said later effective date.

**ARTICLE 3**

**Payroll**

**Section 1**. Paydays will be bi-weekly. Time cards must be turned in to the payroll clerk by Monday of pay week at 10:00 a.m. Paychecks will be handed out or mailed on Thursday of pay week. The Employee shall be responsible to ensure that their time cards are completed in a correct and accurate fashion prior to submission to their immediate supervisor. In the event that an employee time card fails to include an accurate representation of the total hours for which the employee is entitled to compensation, the employee shall be paid the omitted hours, at the rate of pay appropriate for the pay period during which the hours actually accrued, during the pay period immediately following the discovery thereof they were omitted from a prior pay period. In the event of a change in the City Policy Re: “Time Cards”, the new policy shall override the provisions of Article 4, Section 1, herein.

**Section 2**. When a pay day falls on a holiday, employees shall be paid on the last working day preceding the holiday.

**Section 3**. All employees will be paid for all hours worked. No work shall be performed without being recorded on time cards. It is not expected nor is it required that any employee perform any donated work time without compensation.

**Section 4**. The City shall pay wages as shown on Exhibit A attached hereto and made a part of this contract by this reference

**Section 5**. Wage increases as noted within Exhibit A hereto shall take effect with the payroll period that includes July 1st.

**Section 6**. The Employer shall have the right to hire new employees at a starting wage equal to 100% of the highest wage paid to an employee in the pay class of the newly hired employee, taking account the new employee’s years of law enforcement service. In the event the Chief of Police desires to hire an employee at a wage allowed under this section, the Chief must make such a recommendation to the City Council for the City Council to consider, and to thereafter approve or deny.

**ARTICLE 4**

**Resignation**

**Section 1**. Employees shall provide two (2) weeks written notice of resignation to their immediate supervisor. To be considered to have terminated in good standing, an employee must provide a written notice of resignation to their immediate supervisor at least two weeks prior to the last proposed date of employment.

**Section 2**. In the event of unusual or extenuating circumstances, the supervisor may accept a shorter period of notice.

**Section 3**. The Employer may choose, at Employer’s sole discretion, to make an employee’s resignation effective immediately upon receipt of Employee’s written notice of resignation. In this event, the employee shall be compensated for said two weeks, said compensation to include all benefits that would have accrued during said two-week period.

**ARTICLE 5**

**Outside Employment**

Section 1. Employees covered by this agreement shall not become employed by any other entity without first obtaining the written approval of such employment by the Chief of Police. The Chief of Police has broad discretion in choosing whether or not to grant a request for outside/other employment, and may consider the following, in addition to other reasonable factors not specifically enumerated herein, to wit: conflicts of interest, conflicts with scheduling, public perception, risk of injury/illness from such other occupation, number of hours proposed to be worked as such other employment, distance from Monticello of such other employment. Employees shall not be permitted under any set of circumstances to wear a Monticello Police Dpt. Uniform, use Monticello Police Department issued equipment, or otherwise hold themselves out as a Monticello Police Officer while serving in any other employment or contract employment scenario, without prior approval of the Monticello Chief of Police.

Section 2. In times of emergency, all covered employees are subject to the immediate call/recall to duty. Any exceptions granted due to hardships in observance to the above policy shall rest solely in the discretion of the Chief.

**ARTICLE 6**

**Physical**

Employer may require an employee under this Agreement to submit to a medical examination. In that event, the examination will be performed by a physician of the employer’s choice at Employer’s cost.

**ARTICLE 7**

**Overtime Pay/Compensatory Time**

Section 1. All work hours paid over 86 hours in a pay period, are overtime hours to be paid at time and one-half. Compensation time may be accrued instead of overtime, if permitted by the FLSA and approved by the Chief of Police. Management reserves the right to schedule and require the use of accrued compensation time at the sole discretion of the Chief. A full-time covered employee will be allowed to accrue a maximum of 42 hours of Compensation Time. An employee shall be allowed to utilize compensation time if staffing levels allow for adequate shift coverage, said determination to be made by the Chief of Police or the Sergeant in charge of scheduling, in advance of the use of Compensation Time. In no event shall compensation time be used by an employee if it brings about or necessitates the accrual of overtime by another employee. Any unused, accrued, compensation time will be paid out at the end of the fiscal year.

Section 2. Overtime shall be paid to anyone working over 86 hours in any pay period. “Pay Period” is defined as the two-week period during which an employee accrues hours to be paid at the end of said two-week period. Said “hours” shall include hours worked and hours paid/used for holiday, casual, vacation and funeral leave, but shall not include any other paid time off, including but not limited to Sick Leave.

Section 3. Covered Employees who are required to work on a City designated Holiday will be paid at double-time for all hours worked on said holiday.

Section 4. In no event shall an employee be paid additional hours beyond the normal work week or granted compensatory time without prior approval from their immediate Supervisor and City Administrator.

**ARTICLE 8**

**Supplemental Pay**

Section 1. Call Back. Any employee who is called back to their employment within 6 hours after completing their normal work shift shall be paid a minimum of two (2) hours for up to two (2) hours worked, if they actually report to work, and are not called off before so returning.

**ARTICLE 9**

**Employment Status**

Section 1. Following initial employment, each full-time employee shall complete a probationary period of three-hundred, sixty-five (365) calendar days. During the probationary period, performance is subject to close observation and review as to fitness and ability to carry out the responsibilities of the position by the immediate supervisor. An Employee may be terminated with or without just cause at any time during the probationary period.

**ARTICLE 10**

**Hours of Employment**

Section 1.Work Week/Pay Period: The work week/pay period may be based on a schedule comprised of twelve (12) hour shifts. Generally, the schedule shall be based upon a three-day work week (36 hours) followed by a four-day work week (48 hours), comprising a pay period of two weeks totaling 84 hours, exclusive of any overtime, holiday pay, etc. However, at the sole discretion of the Chief, Officers may be required to work up to 86 hours per pay period, on any schedule determined necessary and appropriate, without the award of overtime pursuant to Section 7(k) of the Fair Labor Standards Act.

Administrative staff work week will be comprised of five (5) eight (8) hour work days unless another schedule is authorized in advance by the Chief of Police.

**ARTICLE 11**

**Leave**

All leave with and without compensation, including vacation durations, casual days durations, court appearance, funeral leave, workers compensation leave, military leave, sick leave, jury duty, unauthorized absences, and designated holidays, will be universal in their application and covered within the City of Monticello Employee handbook.

**ARTICLE 12**

**Insurance**

All insurance plans identifying specific benefit package information for medical, hospital, dental, life, cancer and disability plans, will be addressed within the City of Monticello Employee handbook.

**ARTICLE 13**

**Effective Period**

Section 1. This agreement shall be effective July 1, 2020 and shall continue through June 30, 2023.

Section 2. During the effective period of this agreement no amendments shall be made to this agreement without the written agreement of the Employer and at least 2/3rds of the full-time employees. This agreement shall be effective as to every subsequently hired employee during the term hereof.

**Exhibit A**

**Wage Scale Officers**

 **2020 2021 2022**

**Non-Certified** $23.00 $23.69 $24.40

**Certified/Part-Time** $24.25 $24.97 $25.71

**1+ Years of Service** $25.50 $26.26 $27.04

**2+ Years of Service** $26.75 $27.55 $28.37

**3+ Years of Service** $27.50 $28.32 $29.16

**4+ Years of Service** $28.75 $29.61 $30.49

**5+ Years of Service** $29.00 $29.87 $30.76

**Sergeant** $30.25 $31.15 $32.08

**Administrative Assistant** $19.13 $19.70 $20.29

**Longevity**

**10+ Years of Service** .25/hr.

**15+ Years of Service** .50/hr.

**20+ Years of Service** .75/hr.

**25+ Years of Service** 1.00/hr.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representative this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2020.

**CITY OF MONTICELLO, IOWA CITY OF MONTICELLO, IOWA**

 **POLICE EMPLOYEES**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mayor Brian Wolken

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Chief, Britt Smith

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Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Sally Hinrichsen, City Clerk \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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