

Date March 22, 2021

APPROVING AGREEMENT WITH THE DES MOINES POLICE GOLD BRAID 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 Gold Braid Association (GBO) expires on June 30, 2021; and

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

WHEREAS, GBO'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 Gold Braid Association 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 Gold Braid Association.

(Council Communication No. 21- 132 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

Kara Hilligas

02/09/2021

HR Director

2-9-2021

#1502
THEODORE STROOPE
GBO PRESIDENT

TENTATIVE AGREEMENT
BETWEEN THE CITY OF DES MOINES AND THE
DES MOINES POLICE GOLD BRAID ORGANIZATION
February 9, 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 subject to ratification by the Union of the tentative agreement and City Council approval.

The parties agree to waive ratification timelines.

The parties agree to the following amendments to the current collective bargaining agreement:

**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 X
Performance Appraisals**

Section B. Procedure

The parties agree that any evaluation appraisal system used by the City be carried out in a uniform manner. The following are the provisions of this system:

1. The Chief of police shall provide for an annual evaluation of all permanent employees in the department in achieving the standard of work performance required. This evaluation shall include a discussion between the employee and his/her immediate supervisor for the purpose of determining goals and evaluating progress toward better performance and personal development. A memorandum record of result of these discussions shall be forwarded to the Chief by the Supervisor on forms prescribed. The supervisor who has been in charge of said employee the greater length of time in the evaluation period shall complete and sign the evaluation form. The parties will mutually develop the forms and process to be used.
- ~~2. Wherever in the Personnel Rules, reference is made to "satisfactory performance" or "standard performance"; this shall be determined by the Chief based on the evaluation form submitted by the supervisor.~~
- ~~3.2.~~ Each employee shall be given a copy of the evaluation form prepared by his/her supervisor regarding his/her progress.
- ~~4.3.~~ Every employee evaluation report shall be signed by the employee.

Kellie Paschke
GBO Attorney

Article XI Holidays

Section A. Days

The following ~~twelve eleven~~ (121) paid holidays will be observed by the Unit:

- (1) New Year's Day
- (2) Martin Luther King Jr. Birthday
- (3) Memorial Day
- (4) Juneteenth
- ~~(54)~~ Independence Day
- ~~(65)~~ Labor Day
- ~~(76)~~ Veterans Day
- ~~(87)~~ Thanksgiving Day
- ~~(98)~~ Day After Thanksgiving Day
- ~~(109)~~ An Additional Christmas Holiday
- ~~(110)~~ Christmas Day
- ~~(121)~~ The Employee's Birthday (which may be used on or after the Birthday)

Article XVII 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) United Campaign Fund
- (3) Any other which may be mutually agreed to.

Article XXIV 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 July 1, 2021 through June 30, 2024.

Effective July 1, 2021, compensation of employees in the job classifications Police Sergeant and Police Captain of each classification covered by this agreement will increase by three and one-quarter percent (3.25%).

Compensation of employees in the job classifications Police Lieutenant will increase by three and one-half percent (3.50%).

One-half percent (.50%) will be added to steps 7 and 8 of the Police Lieutenant salary grade and one-quarter percent (.25%) to the Police Captain salary grade.

Effective July 1, 2022, compensation of employees in each job classification will increase by three and one-half percent (3.50%).

One-half percent (.50%) will be added to steps 7 and 8 of the Police Lieutenant salary grade and one-quarter percent (.25%) to the Police Captain salary grade.

Effective July 1, 2023, compensation of employees in each job classification will increase by three and one-half percent (3.50%).

One-half percent (.50%) will be added to steps 7 and 8 of the Police Lieutenant salary grade and one-quarter percent (.25%) to the Police Captain salary grade.

Section D. Promotion Pay

Upon promotion to a classification having a higher pay range, the employee shall receive an increase in pay equal to at least one (1) step in the salary range to the next whole step or the first (1st) step of the newly assigned range whichever is greater.

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 a health insurance plan as described in Health Plan Exhibit 1 to employees and their dependents.

Effective July 1, 2021, employees will contribute eleven percent (11%) of the applicable premium.

Section C. Dental

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

Article XXX Duration of Agreement

This Agreement shall be in effect beginning July 1, 2021 through June 30, 2024.

Appendix B – Salary schedule to reflect ½ steps to 5, 6 and 7.