



Date March 22, 2021

**APPROVING AGREEMENT WITH THE CENTRAL IOWA PUBLIC EMPLOYEES COUNCIL**

**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 Central Iowa Public Employees Council (CIPEC) expires on June 30, 2021; and

**WHEREAS**, the City and CIPEC have reached an agreement for a five-year term through June 30, 2026 as described in the attached Council Communication; and

**WHEREAS**, CIPEC’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 Central Iowa Public Employees Council for the period July 1, 2021 through June 30, 2026 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 Central Iowa Public Employees Council.

(Council Communication No. 21- 133 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

Tentative Agreement  
City of Des Moines and Central Iowa Public Employees Council (CIPEC)  
February 4, 2021

Due to various challenges caused by COVID-19, both 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 the City of Des Moines Equal Opportunity Policy Statement and applicable state and federal laws, the Union and the City agree not to discriminate against any employee on the basis of race, ethnicity, color, age, religion, sex, sexual orientation, gender identity, national origin, and physical and mental disability.

**ARTICLE V**  
Department Procedures and Rules

The City may from time to time adopt and publish changes in existing departmental procedures and rules. Such changes shall become effective only after they have been prominently posted on appropriate employer bulletin boards for a period of ten (10) work days. All employees shall comply with the work rules. Any unresolved complaint as to the reasonableness of new or existing work rules shall be resolved through and ending at step IV of Article VIII (Settlement of Disputes).

**ARTICLE VII**  
Overtime

Section A. Definition

Overtime is all time worked in excess of a full-time employee's regularly scheduled number of daily hours for a regularly scheduled day regardless of the day of the week; and all hours actually worked in excess of forty (40) hours in a work week.

Vacation, holiday time ~~taken and compensatory time taken on the day the holiday is observed~~ will be counted as time worked for the purposes of calculating hours worked in excess of forty (40) hours in a work week.

**ARTICLE VIII**  
Settlement of Disputes

The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances must be presented at the first (1st) step of the procedure within five (5) working days of the incident giving rise to the complaint or the date upon which the employee can reasonably be expected to have become aware of the incident.

Section A. Procedure

- Step I. The employee having a specific grievance shall take it first to the immediate supervisor. Such supervisor must respond within three (3) working days.
- Step II. If the matter has not been resolved the employee shall then, within five (5) working days of the receipt of the Step I answer, present the written grievance(s) to the division head, who shall respond in writing within seven (7) work days.
- Step III. If the matter has not been resolved, the employee shall then, within seven (7) work days of receipt of Step II answer, present the written grievance to the department director, who shall respond within seven (7) work days.
- Step IV. If the matter has not been resolved, the employee shall then, within ten (10) work days, present the written grievance to the City Manager. He/she shall respond within fifteen (15) work days.
- Step V. If not resolved, the grievance may be submitted to arbitration within ten (10) working days after the decision in Step IV, or if no decision has been timely made, said grievance may be submitted to arbitration by submitting written notice to the City Manager. Such notice shall specify the sections of the rules and regulations and/or the agreement(s) 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 that the Iowa Public Employment Relations Board submit to the parties a list of arbitrators and, by alternately striking names, an arbitrator will be selected.  
This step is not available to resolve any unresolved complaints regarding Article V (Department Procedures and Rules).  
The decision of the arbitrator shall be final and binding upon both parties.

Section B. Limitations

The arbitrator shall not have the power to decide a grievance which is a matter suitable for submission to the Civil Service Commission. Also, the arbitrator shall be without power to add to, subtract from, or modify the terms of this Agreement, nor to make any decision in conflict with the laws of the State of Iowa or the ordinances of the City of Des Moines, Iowa.  
The arbitrator's fee and expenses shall be shared equally by the employer and the Union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings if desired.  
The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeal.  
All written grievances must be signed by the affected employee(s). However, an employee is entitled to representation at any applicable step of this procedure at his/her sole discretion by a representative of the certified bargaining agent CIPEC.

When necessary in investigating and settling grievances, employees and their representative, if employees of the City, shall be released from work without loss of pay for a reasonable time provided supervision is given sufficient advance notice to adjust work schedules. All time limits contained in this article may be extended by mutual agreement.

## **ARTICLE XIII**

### Holidays

#### Section A. Designated Holidays

The following ten (11) paid holidays will be observed:

- (1) New Year's Day
- (2) Martin Luther King, Jr. Holiday
- (3) Memorial Day
- (4) Juneteenth
- (5) Independence Day
- (6) Labor Day
- (7) Veterans Day
- (8) Thanksgiving Day
- (9) The day after Thanksgiving
- (10) Christmas Day
- (11) An additional Christmas Holiday
- (12) The employee's birthday (which may be used on or after the birthday)

## **ARTICLE XIV**

### Leaves

#### Section A. Military Service

Military leave shall be provided in accordance with applicable state and federal legislation.

#### Section B. Jury Duty

Employees on jury duty will receive their normal pay for regularly scheduled work days serving on a jury panel. The employee shall submit the payment received from the court to the City Treasurer's Office.

#### Section AC. Leaves of Absence

#### Section BD. Absence Without Leave

**ARTICLE XV**  
Vacation

Section B. Accrual

Vacation leave shall be accrued as follows:

- (1) Vacation leave for all permanent, full-time employees with less than ~~six (6) seven (7)~~ years of continuous service shall be at the rate of ten (10) working days (or eighty (80) hours) for each twelve (12) months of active City service.
- (2) Vacation leave for all permanent full-time employees who have completed ~~six (6) seven (7)~~ years or more of continuous service, but no more than ~~eleven (11) twelve (12)~~ years, shall be at the rate of fifteen (15) working days (or one hundred twenty (120) hours) for each twelve (12) months of active City service.
- (3) Vacation leave for all permanent full-time employees who have completed ~~eleven (11) twelve (12)~~ years or more of continuous service, but no more than ~~eighteen (18) nineteen (19)~~ years, shall be at the rate of twenty (20) working days (or one hundred sixty (160) hours) for each twelve (12) months of active City service.
- (4) Vacation leave for all permanent full-time employees who have completed ~~eighteen (18) nineteen (19)~~ years or more of continuous service shall be at the rate of twenty-five (25) working days (or two hundred (200) hours) for each twelve (12) months of active City service.
- (5) Vacation leave shall be accrued by permanent part-time employees for each twelve (12) months of continuous and active City service at the rate prescribed for permanent full-time employees in proportion to the hours worked per week as measured against the hours worked per week by the permanent full-time employee.
- (6) Probationary employees shall accrue vacation during probationary periods, but shall be ineligible for such vacation until they become regular employees and have completed their probationary period. In the event of their separation prior to their regular appointment and completion of their probationary period, they shall be ineligible for vacation payment upon termination.
- (7) An employee shall continue to accrue vacation while on any other compensated leave.
- (8) The adjusted accrual rates based on years of service ends the practice of adding 40-hours to the employee's vacation bank upon achieving each new accrual increment.

Section C. Administration

Vacation leave shall be administered as follows:

- ~~(4) — Vacation must be taken within a twelve (12) month period after the completion of the year in which it is earned unless written authorization extending this period is obtained from the department director and City Manager.~~
- ~~(5) — Accrued but unused vacation will be paid upon termination not to exceed two times the employee's annual accrual rate.~~

~~(4) The maximum accrual balance is equal to two times (2X) the employee's annual accrual. Employees with a balance exceeding two times their annual accrual as of December 26, 2021 as shown on the December 30, 2021 paycheck, will have a vacation balance cap ("Vacation Cap") equaling their balance shown on their December 30, 2021 paycheck. The Vacation Caps for employees exceeding two times their annual accrual as of December 26, 2021 will be enforced beginning with the June 17, 2022 paycheck and vacation hours will stop accruing until the balance is below the Vacation Cap. No payment of accrued but unused vacation hours will be paid at separation in excess of the vacation cap as described herein.~~

~~(a) — Employees with balances in excess of two times their accrual rate as of June 17, 2018 will be paid their accrued but unused vacation upon separation not to exceed their accrued but unused vacation balance as of June 17, 2018 upon separation.~~

**ARTICLE XXI**

**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." The City proposes a ~~two and one-half percent (2.50%)~~ across-the-board increase effective July 1, 2021; ~~a two and one-half percent (2.50%)~~ across-the-board increase effective July 1, 2022; ~~a two and one-half percent (2.50%)~~ across-the-board increase effective July 1, 2023; ~~a two and one-half percent (2.50%)~~ across-the-board increase effective July 1, 2024; ~~and a two and one-half percent (2.50%)~~ across-the-board increase effective July 1, 2025.

Section G. Shift Differential

In addition to the established wage rates, employees who are regularly assigned to work a shift that begins after 2:30 p.m. but before 6:00 a.m. on a regular basis and will receive an hourly premium of thirty-five cents (\$0.35) per hour. Shift differential shall not apply in calculating holiday, vacation, sick leave or any other benefit.

Employees who are assigned to work a shift that begins after 2:30 p.m. but before 6:00 a.m. for emergency operations, such as flood, snow and other disaster shall receive shift differential pay as described herein.

**ARTICLE XXV**  
Duration of Agreement

This Agreement shall be in full force and effect for a period of three years beginning July 1, 2021 and ending June 30, 2026.

**Appendix A (Unit Classification and Salary Range Assignments)**

City and Union agree to amend Appendix A by adding job classifications that have been adopted by both parties, and title and pay changes to existing job classifications that are not currently reflected in the current agreement.