Tentative Agreement
between
The City of Council Bluffs
and
the Fraternal Order of Police Lodge #1

February 17, 2023

Article 4 – Hours

D. Staffing Shortage

A staffing shortage emergency may be declared by the Command Staff. Department Command Staff will consult with FOP leadership prior to any declaration, but the final decision will be made by the Chief or his designee. During a staffing shortage a member may be moved to another Temporary Duty Assignment (TDA).

Members assigned to Specialty Positions will be temporarily reassigned TDA for up to 89 work days, which may include changes in shifts and/or days worked. If there are no volunteers, officers shall be selected by reverse seniority from non-affected units.

If additional reassignments need to be made they will occur in the same order and process. As practicable, only one officer will be TDA from a unit at a time.

An officer who was a member of a Specialty Unit when placed on TDA will earn back one quarter (90 work days) at the end of their specialty assignment for being reassigned for 45 or more work days in a calendar year.

An officer who was a member of a Specialty Unit when placed on TDA will earn back two quarters (180 work days) at the end of their specialty assignment for being reassigned for 120 or more work days in a calendar year.

Command Staff and FOP leadership will meet every two weeks during the declared "Staffing Shortage" to re-evaluate any Temporary Duty Assignments for the duration of the declared event.

Article 6 - Overtime Compensation

Forced Overtime - Applicable to Uniform Division Officers Only. Should it become necessary to draft or force an employee to work an overtime assignment, the City shall make every effort to provide such an employee with a minimum of 24 hours' notice of the overtime assignment. If the City does not provide at least 24 consecutive hours'

notice of a forced overtime assignment the employee shall be paid at the rate of two (2) times the regular hourly rate for work performed during this assignment (exclusive of briefing time) regardless of the amount of time given as notice for the forced assignment. Hours eligible for overtime compensation described in Article 5, Call Back Pay, shall not qualify as a "forced" overtime assignment.

If the employee is forced to work overtime and is cancelled within the 24-hour deadline, that employee will be compensated at the rate of 2 ½ hours of overtime.

Article 13- Vacation

The Green Team FTO's and Non-FTO's will bid separately during the first round with no competition between the two. The second and third round of vacation bids shall strictly follow the above process. In some instances, this may result in an overlapping bid with FTO's and Non-FTO's.

Article 14 – Special Assignment Pay

Section 1. Motorcycle Pay

Employees serving as a motorcycle officer in the Special Operations Unit shall be paid one (1) hour of pay at their applicable over time rate for every regular duty shift when the City motorcycle is utilized during the period of April 1st through October 31st. This does not include time spent in training.

Section 2. Field Training Officer (FTO)

Employees designated by the Chief as Field Training Officers shall make a one (1) year commitment to serve as a Field Training Officer. The commitment period shall begin with the first shift change in January of each year. During the commitment period employees shall not be allowed to voluntarily change work hours or divisions if such change would make them unavailable for duties as a Field Training Officer. If, however, the employee seeks an assignment to another division during the one (1) year commitment and the Police Chief approves that reassignment, the employee may resign as a Field Training Officer. Employees serving as a Field Training Officer shall be paid two (2) hours of pay at their applicable over time rate, for every regular shift worked.

Field training duties under this section shall be defined as those specific normal duty days or hours during which the Field Training Officer is specifically assigned the direct and immediate responsibility for the training and supervision of a specific probationary officer during that probationary officer's Field Training Program. Field training duties under this section do not include meetings or other secondary or ancillary activities related to the Field Training Program occurring outside of those periods as defined above, as those activities shall be paid at the officer's regular rate of pay.

Section 8. Rapid Deployment Team

Any member of the Rapid Deployment Team, including those on-duty, will be compensated at the member's double-time rate when responding to a deployment. This does not include time spent in training.

Article 16- Sick Leave

Section 9. Post Employment Health Plan (PEHP) Contribution

Any employee with a sick leave balance of 900 hours ~~1,000 hours~~ as of the payroll period that includes January 1st of each fiscal year shall have a $1,000 contribution made by the City into their PEHP account. Payment will be made no later than January 31st of each year. No pro-rated payment will be made upon termination for any reason.

Section 10 Addition of a child

Any employee may use up to 40 hours of leave (in any form) when a new child is added to their family either via child birth or adoption. The leave would be available on the day of delivery or child birth. For adoption, the period would be available when the child is placed with the employee and the adoption is finalized. This time off will not be competitive by seniority of others already taking leave and offers peace of mind to the employee. This time may be extended at the approval of the chief, or designee.

Section 11 Pay for Accumulated Sick Leave

Upon regular retirement, not a disability, an employee shall be paid their accumulated sick leave balance in excess of 700 hours computed at 20% of their then hourly rate and deposited into their Council Bluffs PEHP account.

Article 19 – Compensation for personal loss

Each employee shall be eligible to be compensated for the cost of repair or replacement of watches, watchbands, flashlights, eyeglasses, contact lens, sunglasses, and cellular telephones which may be damaged or destroyed through the performance of official duty. Compensation to any officer for any and all such losses shall not exceed ~~$300~~ $500 in any contract year.

Article 25 - Wages

Effective July 1, 2023, pay for Police Officers shall be as shown in Appendix B of this contract which reflects a 3.5% increase from the previous year.

Effective July 1, 2024, pay for Police Officers shall be as shown in Appendix C of this contract which reflects an increase of 3.5% from the previous year.

Effective July 1, 2025, pay for Police Officers shall be as shown in Appendix D of this contract which reflects an increase of 3.5% from the previous year.

Section 1. Lateral Transfer

New employees, who at the time of hire, are currently certified law enforcement officers and have appropriate sworn experience as stated below are eligible for lateral transfer if they meet the following conditions:

- Completion of 2-4 years, ~~post academy~~ service shall be paid at Step 3
- Completion of 4-5 years ~~post academy~~ service shall be paid at Step 4
- Completion of 5 or more years ~~post academy~~ service shall be paid at Step 5

Section 2. Referral Bonus

A member becomes eligible for a referral bonus of $2,000.00 when:

1. The referring officer is listed on the applicant's City of Council Bluffs application for the position of police officer; and
2. The applicant is hired by the department and successfully completes their probationary period.

Other criteria:

1. A member must be a current sworn member of the department to be eligible; and
2. The referred person must be a new police officer and not a previous member of the department. Referrals from other agencies do qualify as long as they are not a rehire to the City of Council Bluffs.
3. Members of hiring panels, representing the department at job fairs and/or other recruiting events, during work hours are not eligible to be listed as the referring officer for any applications received from those recruiting events.

Article 27 - Shift Differential

Each employee assigned to the afternoon or night shift shall be eligible for an allowance of $1000 ~~$875~~ per year during which the employee is assigned to the shift.

Article 36 - Wellness Program

Participants meeting the 40% level will receive 16 ~~8~~ hours of regular time off and participants meeting the 70% level will receive 24 ~~16~~ hours of regular time off.

Article 38 -Length of Agreement

The three- year with the ability to extend to five years upon mutual agreement with wages being the only article available to open. July 1, 2025 shall be the deadline for both parties to come to the mutual agreement to extend the contract to five years.

Appendix B

POLICE UNION PAY SCALE Effective July 1, 2023 through June 30, 2024					
GRADE	STEP	Years of Service	Time In Step	HOURLY	OVERTIME
1	POLICE OFFICER				
	1	0-9 Months	9 Months	$29.1579	$43.7369
	2	10 Months - 2 Years	1 Year, 2 Months	$30.3097	$45.4646
	3	2-4 Years	2 Years	$31.8436	$47.7654
	4	4-5 Years	1 Year	$34.5921	$51.8882
	5	5-6 Years	1 Year	$37.1599	$55.7399
	6	6-12 Years	6 Years	$40.5972	$60.8958
	7	6-12 Years	6 Years	$42.6268	$63.9402
	8	12-18 Years	6 Years	$42.6271	$63.9407
	9	18-24 Years	6 Years	$43.6927	$65.5391
	10	24+ Years	Until Retirement	$45.5497	$68.3246

Special Circumstances: Step 7 is only applicable to employees hired between 8/29/2011 and 4/24/2017.

Appendix C

POLICE UNION PAY SCALE Effective July 1, 2024 through June 30, 2025					
GRADE	STEP	Years of Service	Time In Step	HOURLY	OVERTIME
1	POLICE OFFICER				
	1	0-9 Months	9 Months	$30.1784	$45.2676
	2	10 Months - 2 Years	1 Year, 2 Months	$31.3705	$47.0558
	3	2-4 Years	2 Years	$32.9582	$49.4373
	4	4-5 Years	1 Year	$35.8028	$53.7042
	5	5-6 Years	1 Year	$38.4605	$57.6908
	6	6-12 Years	6 Years	$42.0181	$63.0272
	7	6-12 Years	6 Years	$44.1187	$66.1781
	8	12-18 Years	6 Years	$44.1190	$66.1785
	9	18-24 Years	6 Years	$45.2220	$67.8330
	10	24+ Years	Until Retirement	$47.1439	$70.7159

Special Circumstances: Step 7 is only applicable to employees hired between 8/29/2011 and 4/24/2017.

Appendix D

POLICE UNION PAY SCALE

Effective July 1, 2025 through June 30, 2026

GRADE	STEP	Years of Service	Time In Step	HOURLY	OVERTIME
1	POLICE OFFICER				
	1	0-9 Months	9 Months	$31.2347	$46.8521
	2	10 Months - 2 Years	1 Year, 2 Months	$32.4685	$48.7028
	3	2-4 Years	2 Years	$34.1117	$51.1676
	4	4-5 Years	1 Year	$37.0559	$55.5839
	5	5-6 Years	1 Year	$39.8066	$59.7099
	6	6-12 Years	6 Years	$43.4887	$65.2331
	7	6-12 Years	6 Years	$45.6629	$68.4944
	8	12-18 Years	6 Years	$45.6632	$68.4948
	9	18-24 Years	6 Years	$46.8048	$70.2072
	10	24+ Years	Until Retirement	$48.7940	$73.1910

Special Circumstances: Step 7 is only applicable to employees hired between 8/29/2011 and 4/24/2017.