

AGREEMENT
BETWEEN
CITY OF DAVENPORT, IOWA
AND
UNION OF PROFESSIONAL POLICE, INC.
DAVENPORT, IOWA

JULY 1, 2009 – JUNE 30, 2012

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AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2009 between the CITY OF DAVENPORT, IOWA (hereinafter called the "City") and the UNION OF PROFESSIONAL POLICE, INC., DAVENPORT, IOWA, (hereinafter called the "Union").

WITNESSETH:

WHEREAS, it is the intent of the parties to promote harmonious and cooperative relationships between the City and its employees by endorsing the principles of good faith bargaining with the Union as the duly elected representative of union employees; to protect the citizens of Davenport by assuring effective and orderly operation of the Police Department in providing for their health, safety and welfare; to prohibit and prevent all strikes by public employees; and to protect the rights of all public employees to join or refuse to join, and to participate in or refuse to participate in employee organizations.

WHEREAS, it is the intent and purpose of the parties to set forth herein their complete agreement with respect to wages, hours, conditions of employment and other subjects of bargaining so as to promote the efficiency of law enforcement and to provide for the prompt settlement of grievances without any interruption or other interference with the operation of the Police Department.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE I RECOGNITION AND REPRESENTATION

Section 1.1. Recognition.

The City recognizes the Union as the sole and exclusive bargaining unit consisting of communication clerks, police officers, corporals and sergeants, but excluding the Chief of Police, Majors, Captains, and Lieutenants along with all other City employees excluded under Section IV of the Act.

Section 1.2. Nondiscrimination.

(a) There shall be no discrimination, restraint or coercion by the City or the Union for or against any employee because of membership or non-membership in the Union or Union activities not inconsistent with this Agreement or applicable law.

(b) In accordance with applicable Federal and State law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, or political affiliation. To the extent not prohibited by state laws concerning pension, disability and/or civil service and with the understanding that this union includes emergency service personnel required to meet certain physical standards, neither the City nor the Union shall discriminate against qualified individuals with disabilities nor on the basis of age.

Section 1.3. Union Rights and Responsibilities.

(a) In accordance with applicable law, the City will neither negotiate nor make a collective bargaining agreement(s) for or with any employees covered hereby, unless it be through the duly authorized representatives of the Union. The City further agrees that it will not sponsor or promote, financially or otherwise, any group, committee or labor organization for the purpose of undermining the Union.

(b) Any member elected or appointed to the Union's bargaining committee occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Agreement.

(c) Accordingly, the Union membership has the responsibility and obligation for maintaining compliance with Article V of this Agreement.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1. Management Rights.

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Police Department in all its various aspects, including, but not limited to, all rights enumerated by Section 7 of the Public Employment Relations Act and all rights and authority exercised by the City prior to the execution of this Agreement. Among the rights retained by the City are the City's rights to direct the working forces; to plan, direct and control all operations and services of the Police Department; to schedule and assign work; to establish normal work hours; to assign overtime within reason; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. The City shall submit changes in the aforesaid rules and regulations to a duly elected official of the Union, in person, no less than three (3) workdays prior to the effective date of any such change. If an emergency(s) would necessitate an immediate issuance of a rule or regulation, the Union shall be so notified as soon as reasonably possible.

Section 2.2. Union's Right to Grieve.

(a) Any dispute with respect to rules and regulations may be subject to the grievance procedure as defined in Section 4.2; provided, however, that nothing contained herein shall supplant the lawful authority of the Davenport Civil Service Commission. Nothing in this Article shall be deemed to deny the right of any employee to submit a grievance claiming or charging violation of any provision hereof.

(b) Three (3) workdays notice of any new or change rule or regulation, the City shall provide the Union with one (1) complete copy of same for the use of Union members, except that such distribution may be subject to Section 2.1 of the Agreement. It is understood that rules and regulations may be contained in City Administrative Policy, Department Documents or General Orders.

ARTICLE III DEDUCTION OF UNION DUES

Section 3.1. Dues Checkoff.

Upon receipt of a signed authorization form, set forth in Appendix "A1" and "A2", the City agrees for the duration of this Agreement to deduct the monthly dues for the DAVENPORT POLICEMEN'S ASSOCIATION (hereinafter called the "Association") and the Union of Professional Police, Inc., (hereinafter called the "Union") separately for each organization. The Secretary of each respective organization shall notify the City in writing as to the uniform dues to be deducted. Deductions shall be remitted, together with an itemized statement to each by the 15th day of the month following the month in which the dues deduction is made.

Section 3.2. Indemnification.

The Union and the Association shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action properly taken by the City for the purpose of complying with the provisions of this Agreement.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 4.1. Definition.

A grievance is a dispute between an employee or the Union and the City involving the interpretation or application of this Agreement.

Section 4.2. Procedure.

A grievance shall be processed in the following manner:

Step 1:

Grievance shall be presented first to the grievant's most immediate supervisor/commander who is not a member of the bargaining unit. Grievances shall be in writing and signed by both the aggrieved employee and the appropriate union representative. A copy of the grievance shall also be provided to the departmental personnel officer. The City shall give it's written response, including the reason(s) in support of the action taken within five (5) business days after such presentation.

Step 2:

If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Police Chief within five (5) business days after the department's response in Step 1 and shall be signed by both the employee and the Union representative. The Police Chief, or his representative, shall discuss the grievance within five (5) business days with the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Police Chief or his representative shall give the City's written answer, including the reason(s) for the action taken, to the Union within five (5) business days following their meeting.

Step 3:

If the grievance is not settled in Step 2, and the Union desires to appeal, it shall be referred by the Union in writing to the Director of Human Resources, within five (5) business days after the City's answer in Step 2. A meeting between the Director of Human Resources and the Chief Union representative shall be held at a time mutually agreeable to the parties, which shall be within ten (10) business days after the date of filing the appeal to Step 3 by the Union.

If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Director of Human Resources and the Union. If no settlement is reached, the Director of Human Resources shall give the City's written answer, including the reason(s) for the action taken, to the Union within ten (10) business days following the meeting. Extensions must be in writing and mutually agreed upon by the City and the Union.

If the grievance is not settled at Step 3, within seven (7) business days of receipt of the answer of the City Director of Human Resources, the grieving employee and/or the Union must elect to proceed to arbitration or the Civil Service Commission. As a precondition for processing any grievance to arbitration, the grieving employee shall execute a Statement of Waiver and Election.

Section 4.3. Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties by mutual agreement in writing may submit more than one (1) grievance to

the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five (5) business day period, the parties shall within five (5) business days thereafter jointly request the Iowa Public Employment Relations Board to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. Names shall be alternately struck, with first strike being determined by the flip of a coin. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the City and the Union requesting that he/she set a date and time for the hearing subject to the availability of the City and Union representatives. All arbitration hearings shall be held in Davenport, Iowa.

Section 4.4. Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a finding with respect to the specific issue submitted to him/her in writing by the City and the Union, and shall have no authority to make a finding on any other issue not so submitted to him/her. The arbitrator shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any way the application of the laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her finding within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. Briefs must be postmarked to the arbitrator within fourteen (14) days of receipt of the full transcript by all parties requesting a transcript (same due date for all parties), unless the parties agree to an extension thereof. The arbitrator's finding shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator rendered in accordance with this Agreement shall be binding on all parties to this Agreement and any employee(s) involved in the dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the grievance is first submitted.

Section 4.5. Expense of Arbitration.

The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the City and the Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4.6. Time Limit for Filing.

Time limits should be strictly adhered to by both parties. No grievance shall be entertained or processed unless it is submitted within five (5) business days after the occurrence of the event giving rise to the grievance, or within five (5) business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the relief requested by the Union shall be granted. The time limit in each step may be extended by mutual written agreement of the City and Union representatives involved in each step with the consent of the grievant and the terms of the extension specified therein. The term "business days" as used in this Article shall mean the days Monday through Friday, inclusive, and excludes Saturdays, Sundays and holidays on which City Hall is closed.

If a grievance is filed by an employee, the City and the Union, by mutual written agreement, may by-pass Steps One (1) and Two (2), and said grievance may be initiated at Step Three (3) of the procedure pursuant to Section 4.1.

Section 4.7. Civil Service Commission.

Disciplinary suspension exceeding five (5) days, discharge or demotion shall be subject to the exclusive jurisdiction of the Civil Service Commission and shall not be subject to the grievance and arbitration provisions of this Agreement. The parties acknowledge that the exclusion of such matters from the grievance and arbitration provisions is based upon the current state of the law; if such exclusive jurisdiction of the Civil Service Commission is rescinded or modified by legislative action or court decision, disciplinary suspension of five (5) days or less may be grieved in accordance with the terms of this Agreement. Other disciplinary actions may be grieved in accordance with the grievance and arbitration provisions of this Agreement. Grievances involving disciplinary suspensions of five (5) days or less may be filed at Step 3 of the grievance procedure in accordance with Section 4.6. of the Agreement. It is agreed that any employee who elects arbitration thereby waives any right he may have to a decision concerning the subject matter of the grievance by the Civil Service Commission.

Section 4.8. Mutual Covenants.

The rights of individuals set forth in this grievance procedure are agreed upon in consideration that a decision rendered under and in accordance with this Agreement shall be final and that there shall be no refusal to perform any specific duty pending the handling of a grievance.

Section 4.9. Investigation of Grievances.

It is agreed that if reasonably possible, the investigation of grievances shall be conducted and grievance meetings shall be held outside the normal duty hours of the grievant and the Union representative. However, in the event of extenuating circumstances and with the prior approval of the Personnel Officer or his/her designee, reasonable time shall be granted to investigate grievances while on duty provided that such investigation will not interfere with the function of the Police Department or its employees. Employees shall be released from duty without loss of pay for such purposes, and for the purpose of attending arbitration hearings, only when necessary and only upon notifying and receiving permission from the Chief of Police or his designated representative, which permission shall not be unreasonably withheld. Notification to the Chief of Police or his representative under this Section shall be in sufficient time to permit adjustment of assignments or work schedules.

ARTICLE V
NO STRIKE, NO LOCKOUT

The City and Union shall abide by applicable State law with respect to strikes and lockouts.

ARTICLE VI
SENIORITY

Section 6.1. Definition.

The seniority of employees covered by this Agreement shall be defined in accordance with the provisions of Section 400.12, Iowa Code.

Section 6.2. Probationary Period.

Each sworn employee shall be considered a probationary employee for the period provided by state law, after which his/her seniority shall date back to the date of hire with the Police Department. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated without recourse at the sole discretion of the City, in compliance with the applicable state law.

Section 6.3. Layoffs and Recalls.

Layoffs and recalls shall be in accordance with Chapter 400.28, Iowa Code.

Section 6.4. Determination-Seniority/Same Day Hire.

In determining an employee's seniority, the applicable State law shall govern; provided, however, that if more than one (1) person is hired on the same day, seniority preference will be based on the following categories and priority order:

- (1) Prior service as a Police Officer in the Davenport Police Department, by length of service, with longer service indicating greater seniority;
- (2) Continuing City employment by length of City service (transfers from other City departments), with longer service indicating greater seniority;
- (3) If the newly-hired employee does not fall into either of the above categories, date of birth will govern, with the earliest date of birth indicating greater seniority. For those employees hired on or after July 1, 1986 and having the same birthdate, seniority for same day hires will be determined by the relative scores of the Civil Service Exam. Those with the highest score will have the greatest seniority.

Section 6.5. Termination of Seniority.

Seniority and the employment relationship shall be terminated when an employee:

- (a) Quits; or
- (b) is discharged for just cause; or
- (c) retires or is retired; or
- (d) is absent for three (3) consecutive days without notifying the City; or
- (e) is laid off and fails to report for work within four (4) days after receiving notice of recall by registered mail, return receipt requested; or
- (f) does not report for work at his/her scheduled time for his/her second scheduled workday or duty day after the termination of an authorized leave of absence.

Section 6.6. Seniority List.

The Union shall be provided annually or upon request, with a current seniority list, including time-in-grade as well as time-in-service of each employee. Such list shall be issued through the Office of the Chief of Police, and shall be presented to a duly elected official of the Union.

Section 6.7. Notification.

The City will notify the Union in writing of newly hired employees eligible to become members as defined in Section 1.1. of this Agreement within seven (7) days of the hire date.

ARTICLE VII
HOURS OF WORK

Section 7.1. No Guarantee.

This Article is intended to define the normal hours of work per day or per week and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week except as provided specifically in the call-back pay provision, nothing in this Agreement shall be construed as a guarantee of hours of work or pay, nor a right to pay for time not worked.

Section 7.2. Normal Workday and Workweek.

The normal workday shall consist of eight (8) to nine (9) consecutive hours of work for all members of the Union. The normal workweek shall consist of an average of forty (40) to forty three (43) hours of work per week to be scheduled at the discretion of the Chief of Police.

Employees shall be provided a total of one hour and fifteen minutes of break time during a work day; up to one hour may be combined for a lunch period. Lunch periods and breaks shall not be unreasonably denied. A continuing problem in a specific area shall not be considered reasonable cause for denial of lunch periods or breaks. Work schedules shall be established and posted. Such schedules may be changed only with a seventy-two (72) hour notice unless the employee(s) involved voluntarily agree to the schedule change. Major emergencies or disasters,

i.e., flood, tornado, snow storm, are excluded from this provision as declared by the Mayor or his designee.

Whenever, in the judgment of the Chief of Police, additional personnel are required necessitating a work schedule change, for which the seventy-two (72) hour notice is not given, except for the aforementioned emergencies, employees so affected shall be paid at the rate of time and one-half for those hours worked outside their previously scheduled workday. Overtime provisions shall not be used in those cases where an employee voluntarily agrees to the schedule change.

The normal workday and workweek shall include, in addition to eight (8) hours per day and an average of forty (40) hours per week, such additional time as may be required in the judgment of the City to serve the citizens of the City.

An employee whose normal workday extends from one (1) calendar day into another, or who works overtime from one (1) calendar day to another (for example, from Saturday into Sunday, or from the day before a holiday into a holiday), shall be considered as working in the calendar day on which he started to work.

Section 7.3. Overtime.

(a) Overtime at the rate of one and one-half (1-1/2) times his regular hourly rate shall be paid for all hours actually worked (consistent with Section 7.4.) by an employee in excess of his normal workday as provided by the Fair Labor Standards Act and the rules and regulations promulgated under said legislation.

(b) Overtime at the one and one-half (1-1/2) time rate shall be paid for all hours actually worked (consistent with Section 7.4.) by an employee required by the City to work on his scheduled day off duty. If an employee is absent from work during the workweek in question for reasons other than those listed below, he shall not be entitled to overtime pay for time worked on his day off (unless he qualifies for overtime under Section 7.3.(a).

- (i) Absence due to hospitalized illness or injury, or illness or injury excused by the City;
- (ii) Absence due to scheduled vacation or on a day for which he is paid holiday pay under this Agreement;
- (iii) Absence due to compensatory day;
- (iv) Absence due to paid leave.

(c) Overtime pay shall be computed in one-quarter (1/4) hour increments, with eight (8) minutes constituting the cut-off point. Paid briefing periods shall not count toward the computation of overtime.

Section 7.4. Call-Back Pay.

An employee called back to work after having gone home shall be paid at one and one-half (1-1/2) times his regular hourly rate for all time actually worked, but shall be guaranteed a minimum of three (3) hours work at his straight time rate of pay, unless the time worked extends into his normal workday (in which case he shall be paid in accordance with Section 7.3.). So there is no misunderstanding, an employee shall not receive call-back pay premium of 3 hours if he is called back solely to correct a mistake made by him (which requires immediate correction) or perform a duty or function he failed to perform during paid hours of work, but shall be paid for actual hours worked. This call-back pay provision shall apply in the case of employees called in on their off-duty time for the purposes of cooperating or participating in an internal investigation.

Section 7.5. Exchanging Tours of Duty.

The Shift or Unit Commander may grant the request of any two (2) non-probationary members of the Police Department to exchange tours of duty or days off provided they are of the same grade or rank. Additionally, corporals may trade with police officers, where, in the judgment of the Shift or Unit Commander this will not interfere with Department operations, including command function. Sergeants may trade with corporals, however, such trade shall be at the sole discretion of the Chief of Police, or his/her designee.

Requests for exchanging tours of duty or days off shall be in writing and presented at least three (3) days prior to the day of the requested change. The Shift or Unit Commander shall not arbitrarily deny these requests. Neither employee engaged in trade time shall have the trade time treated as overtime for the purposes of this Agreement. This Section does not preclude the use of Section 7.3. Overtime, if exigencies of service deem it necessary.

Section 7.6. Court Time.

(a) If as the result of the performance of his duties on behalf of the City, an employee is subpoenaed as a witness to appear or notified by the court to appear in a court or court-related proceeding on his scheduled day off, or outside his scheduled shift on a regularly scheduled duty day, the City will pay the employee a minimum of two (2) hours pay at the rate of one and one-half (1-1/2) times his straight time hourly rate of pay for all time spent in court.

This minimum guarantee shall not apply if the court appearance is within one hour from the beginning of the employee's shift; in that event the employee shall be paid at the overtime rate until the beginning of his/her shift. The employee shall be permitted to retain any fees or expenses paid to him for testifying.

(b) Court time shall be paid exclusively as provided above and no prior provisions in this Article shall apply to court time. Court time paid as provided above shall not count toward the computation of overtime, nor shall it be considered as time worked or paid for within the meaning of any other provision of this Agreement.

(c) It is agreed that police officers have a responsibility to respond to subpoenas when properly issued and served by a court of law. The City and the Union agree that, whenever reasonably possible, subpoenas should be served at least twenty-four (24) hours prior to the appointed court time.

(d) In the event that an employee exchanges a tour of duty and subsequently and as a result is not scheduled for work on a day when the employee was to have appeared in court, such employee shall not receive minimum pay as provided in 7.6.(a) above. This provision shall not apply if an employee is notified to appear in court after the employee has requested an exchange of tour of duty.

Section 7.7. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision(s) of this Agreement.

Section 7.8. Educational and Training Sessions.

Any employee who attends a job-related educational or training workshop, session, seminar, conference or school at the direction of or with the prior approval of the Chief of Police shall not lose any pay or benefits to the extent that such attendance is during his normally scheduled hours of work. Overtime shall be paid in accordance with the requirements of the Fair Labor Standards Act.

Section 7.9. Transfer.

In no event shall the City assign or transfer Union employees to another governmental entity and/or geographic location outside the City limits for non-emergency police functions during a labor dispute in such governmental entity and/or geographic location.

Section 7.10. Compensatory Time.

Compensatory time shall accumulate at the applicable overtime rate. An employee may elect to accrue compensatory time or to be paid for such overtime. Each employee may accumulate up to a maximum of eighty (80) hours of compensatory time at any one time and such time shall not accumulated for more than one fiscal year, except that employees may elect to carry over forty (40) hours. Employees will be paid for any unused compensatory time in the payroll period preceding the conclusion of the fiscal year at the rate of which it was earned. Compensatory time may be taken at the discretion of the employee with the prior approval of his immediate supervisor.

Section 7.11. Transfer Privileges.

When an opening occurs by transfer, promotion, the creation of a position, or otherwise, the Division Commander involved will meet with the Chief of Police to determine if the position is to be retained and the skills/education experience that will be required to fill the open position. The Personnel Officer will post the opening for a period not less than 7 days on administration bulletin board with a copy directed to all Supervisory or Commanding Officers responsible for conducting roll call. Qualifications shall be consistent for postings for the same opening. Officer who wishes to be considered for that position shall submit, in writing, his/her request to the Personnel Officer or Chief of Police.

When posting the position opening, the Chief of Police will specify: (1) the anticipated Division/Bureau/Unit and hours; (2) any other requirement, special skills and/or training. The opening shall be filled by a person who meets the specifications, which have been posted for that position. Each person who has applied for the transfer shall be advised of the decision and, upon request, shall meet with the Chief or his designee to review those aspects of the decision, which are individual to that person.

Section 7.12. On-Call Status

Employees in the Criminal Investigation Division (CID) and the Accident Investigation Unit (AIU) who are placed on an "on-call" status and required to carry a beeper, shall be credited with five (5) hours of compensatory time for each week of "on-call" duty. Effective July 1, 2011, this compensation shall be increased to six (6) hours of compensatory time for each week of "on-call" duty. This supplement shall be in addition to any other compensation provided in this Agreement.

Section 7.13. Pay For Labor Management Committees.

Employees who attend mutually agreed upon ad-hoc committees, shall be paid at their overtime rate or receive compensatory time at the employee's option. It is understood that the provisions of 7.4 of this agreement will not apply in this situation.

ARTICLE VIII
SALARIES AND BENEFITS

Section 8.1. Salaries.

All bargaining unit employees shall be paid in accordance with the salary schedule attached hereto as Appendix C and made a part of this Agreement, with the wages reflecting the following:

Effective Date	Percentage
07/01/09	3.0 %
07/01/10	3.0 %
07/01/11	3.0 %

Section 8.2. Promotions.

If an employee is promoted to a higher ranking position within the Union, he shall begin receiving, upon the effective date of promotion, the salary rate applicable in Appendix C for such higher ranking position, including the longevity rate of which he may be entitled by reason of his length of continuous service with the Police Department.

Section 8.3. Longevity.

The City shall maintain the current longevity system as reflected in Appendix C.

Section 8.4. Group Insurance.

The City shall contribute to the cost of single employee and dependent coverage for the insurance plans provided herein. Effective January 1, 2011, the employee shall contribute twenty-five dollars (\$25) of the City's premium cost each month for single coverage or forty-three and 75/100 dollars (\$43.75) of the City's premium cost each month for Employee and Dependent coverage or sixty-two and 50/100 dollars (\$62.50) of the City's premium cost each month for family coverage. Contributions will be taken out of the first two paychecks of the month. Effective January 1, 2012, the employee shall contribute thirty dollars (\$30) of the City's premium cost each month for single coverage or fifty-two and 50/100 dollars (\$52.50) of the City's premium cost each month for employee and dependent coverage or seventy-five dollars (\$75) of the City's premium cost each month for family coverage.

(a) Health Insurance.

The City will continue the current health insurance plan for all Union employees and their dependents. Also in accordance with these changes, the City shall provide single employee coverage and dependent coverage for those electing same for out-patient Diagnostic, X-ray and Laboratory (DXL) insurance and prescription insurance. A Directed PPO with a 90/10 co-pay within the PPO and a 70/30 co-pay outside of the PPO. Pursuant to the term of this labor agreement, the Cost Containment Committee shall continue to investigate cost containment measures and shall participate in the drafting of any Requests for Proposals (RFP) regarding the Directed PPO and Prescription PPO and in the review of any bids in order to make every effort of insuring that coverage and service are substantially the same as which is being provided under the 1999 – 2000 contract.

January 1, 2010, the health insurance plan shall include a Three Tier prescription plan. Tier I prescriptions will be subject to a five dollar (\$5) copay, Tier II will be subject to a fifteen dollar (\$15.00) copay and Tier III will be subject to a thirty dollar (\$30) copay. An optional mail order plan is available for Prescription maintenance drugs - at 2x monthly copay for a 90 day supply. The prescription co-payment is not a covered expense under major medical.

Chiropractic care shall be subject to the following limitation: after initial charges totaling \$1,000 per insured person each calendar year, all claims for additional chiropractic services shall be reviewed for medical necessity.

If an employee identifies an error that would result in an overpayment to a care provider, the employee will be paid twenty-five percent of the savings.

All employees shall be permitted to receive one biennial physical after January 1, 2001 by a physician of their choice. The reimbursement cost to the physician for the physical shall be capped at \$250, with 100% of the cost to be paid by insurance. Any cost in excess of the \$250 for one employee physical may be submitted to the health insurance plan. Employees and other plan participants shall be permitted to receive physicals on a more frequent basis by submitting these claims through the health insurance plan.

Effective July 1, 2009, coverage for dependents will be provided in accordance with applicable state law.

Health and major medical coverage is more specifically described in Appendix B of this Agreement. Appendix B will be modified to reflect the revised provisions of this section.

January 1, 2011, there will be a fifteen dollar (\$15) office access fee. This fee will not go towards the out of pocket or deductible.

Deductibles will be \$250 individual and \$500 for family per calendar year.

The maximum out of pocket will be \$1000 individual and \$2000 for family per calendar year, and includes the deductible.

Effective January 1, 2010, the lifetime maximum will be \$2,000,000.

(b) Life Insurance.

The City will provide each employee life insurance coverage in the minimum amount of Twenty Thousand Dollars (\$20,000.00) or one times their base salary whichever is greater. The

City retains the right to self-insure the above life insurance benefit or contract for its provision. Sworn officers hired on or after July 1, 1988 shall also have the option of accepting the City's long-term disability insurance or of applying the cost of such long-term disability insurance toward the purchase of life insurance (term or whole life) for the employee or his/her dependents as an alternative to participating in the long-term disability program. The purchase of optional life insurance shall be dependent upon the insurability of the applicant.

(c) Dental Insurance.

The City will provide single employee coverage and dependent coverage for employees electing the family plan. The plan shall provide one hundred percent (100%) U.C.R. coverage for checkups and teeth cleaning; eighty percent (80%) U.C.R. coverage for cavity repair, tooth extractions, root canals, high cost fillings, orthodontia, dentures and gum diseases. Effective January 1, 2007, the plan will allow oral examinations and prophylaxis (teeth cleaning, including scaling and polishing) three (3) times per calendar year. Topical application of fluorides shall be afforded to all plan participants once every 12 months. The plan will specify a maximum deductible of Twenty-five Dollars (\$25.00) for single members and Seventy-five Dollars (\$75.00) for family units, with a contract maximum of One Thousand Five Hundred Dollars (\$1,500.00) per member per year.

(d) Vision Insurance.

The City will provide single employee coverage for vision insurance and dependent coverage for those employees electing the family plan. Such insurance shall pay a maximum of \$220 per insured individual in any 24-month period as vision care benefit. This maximum amount includes the cost of visual analysis, lenses, contact lenses, frames or other related charges. In addition, the City shall increase the benefit for employees by Twenty-five Dollars (\$25.00) for prescription safety lenses. Effective January 1, 2007, such insurance shall pay a maximum of \$200 per insured per calendar year as vision care benefit. The maximum amount includes the cost of visual analysis, lenses, contact lenses, frames, prescription sunglasses, lasik or other related charges with usage rules eliminated.

(e) The City shall reserve the right to change carriers or to self-insure all or any portion of group insurance benefits as long as the level of benefits remains equal to or better than those currently provided.

(f) A difference between an employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union unless the City insures all or a portion of the plan involved. The City will, however, designate specific representatives of the Union so that a full explanation may be given with respect to the basis of the disposition of claims. Said representatives shall assist employees in the processing of claims, the explanation of benefits, and provide them such related service.

(g) The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or the Union, nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other Agreement unless the City insures all or a portion of the plan involved. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, employee or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

(h) Employees who retire will be eligible to continue their participation in the aforesaid group insurance programs at their own expense. Premium payments must be made monthly and no later than the fifteenth (15th) day of the month prior to the month in which coverage is purchased. Retired employees shall be allowed to select which group insurance plans they will continue.

(i) Long-Term Disability Insurance.

Sworn officers hired on or after July 1, 1988, and current and future employees classified as communications clerks shall be provided long-term disability insurance which shall pay sixty (60%) percent of regular gross wages, during a period of continuing disability from work, after an initial elimination period of ninety (90) calendar days. Such insurance is for the purpose of non job-related injuries or illnesses.

Sworn officers eligible for long-term disability insurance may, at their option, choose to apply the annual cost of said long-term disability insurance toward the purchase of life insurance (term or whole life insurance) for themselves or their dependents. The employees shall be the owners of such life insurance policies. This option must be selected by the employee no later than April 15th for the upcoming fiscal year.

(j) Psychological Treatment.

The City shall continue the current psychological treatment and training program for employees and family members. The program shall be provided by the City at no cost to the employee.

The City and this Union shall continue to jointly investigate cost containment measures regarding the cost of providing group insurance, including costs of medical, dental, optical and prescription services, to each employee in this Union. Both parties recognize that it is in their mutual interest to seek to contain health costs. This Union will appoint one member to participate in a City-wide Insurance Committee charged with the responsibility of reviewing the usage, cost, and benefits provided, along with cost containment alternatives. The Committee shall make substantive recommendations as the Committee deems appropriate to the City. The City shall review the recommendations and implement those that are administrative in nature. Any other recommendations that are made by the Insurance Committee will be negotiated with this Union; no such recommendations will be implemented regarding Union members without the agreement of this Union. Changes made shall not breach any of the provisions of this Union's contract language.

Section 8.5. Non-Duplication of Benefits.

(a) In the event any employee or dependent is entitled to benefits under any employee group insurance plan, employer's self-insurance plan, or governmental plan providing benefits similar or identical to the benefits payable under the Group Insurance Plan(s) covered by this Agreement, the benefits that would be payable under this Group Insurance Plan(s) shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this Group Insurance Plan(s) and under any other plan shall not exceed the actual cost charged for the treatment or service. If the said other plan contains a provision for non-duplication of benefits, the plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary.

(b) The benefits provided under the Group Insurance Plan(s) covered by this Agreement shall be in substitution for any and all other plans providing hospital, medical, surgical, sickness, death, etc., benefits. It is intended that the benefits provided by the Group Insurance Plan(s) covered by this Agreement shall comply with and be in substitution for any provisions for similar benefits which are provided under any law now in effect or hereafter in effect. If any benefits of a similar nature to those provided in this Agreement are required under any law now in effect or hereafter in effect and the benefits provided by the Group Insurance Plan(s) covered by this Agreement are not considered in substitution therefore, the benefits provided for under the Group Insurance Plan(s) covered by this Agreement shall be reduced by the amount of such benefit provided under such law.

Section 8.6. Uniform Allowance.

All Union employees shall be provided a uniform allowance as follows:

Effective July 1, 1988:

Sworn Officers. \$700.00

Communications Clerks \$400.00

Uniform allowance payments shall be made the second accounts payable cycle in July and January. Newly hired employees who qualify for this allowance shall receive an advance of one-half the annual allowance at the halfway point through the Iowa Police Academy (basic training). Prior to the date of the first eligible payment the probationary officer will signify in writing which of the following payments he/she will forego in lieu of the advance payment.

In addition, all sworn officers who are newly assigned to K-9 duty will receive One Hundred Dollars (\$100), newly assigned motorcycle officers will receive Three Hundred Fifty Dollars (\$350.00) and the newly assigned bicycle patrol officers will receive Two Hundred Fifty Dollars (\$250.00) as of the effective date of this Agreement as a one time payment to defray the cost of special clothing needed in both of these assignments during the term of this Agreement, provided that such duty continues to require or necessitate the wearing of this special clothing. (Such as leather jackets, boots and pants for motorcycle officers; heavy shoes/boots and jump-suits for K-9 officers; helmets, bicycle shorts and safety gear for bicycle patrol officers).

Uniform clothing (including clothing worn on duty by plain clothes or special assignment officers), articles, or any article listed on Davenport Police Department Form #95, Personnel Inspection form, including flashlights, which are damaged in the line of duty will be repaired or replaced at no expense to the officer upon presentation to the Chief of Police or his designee of adequate certification that the damage, in fact, occurred in the line of duty. In order to be eligible for repair or replacement of uniform articles under this paragraph, prompt reporting of the damage to the Chief of Police is required. Davenport Police Department Form Letter #95 is attached hereto and made a part of this Agreement as Appendix "D".

The City shall provide each sworn employee with body armor, including the soft vest and one cover, every four years at no cost to the employee. The employee will be responsible for replacing the cover, if necessary, during this period. The City shall allow the employee to order additional vest covers at cost. At the end of the four years, the vest shall become the property of the City. The City will not reissue vests that are returned after use by an officer. Vests and/or covers damaged in the line of duty, and adequately verified, shall be replaced by the City.

Any attachments to the current uniform, such as decorations or patches and safety equipment as listed on Appendix P, shall be provided to the employee by the City at no cost to the employee. The first issue of any mandatory changes made to the required uniform shall be provided by the City at no cost to the employee.

Section 8.7. Allowance for Personal Items.

In the event of the loss or destruction of, or damage to personal items of the employee, in the performance of their official duties, an employee shall be reimbursed for same for repair or replacement according to the following schedule. The employee must present adequate verification that the damage, in fact, occurred in the line of duty, and to be eligible for reimbursement, must promptly report the incident to the Chief of Police. All items listed on the Officer Personnel Inspection Form (appendix D of this contract), and any other item required by the Department, will be replaced at 100 percent of the present cost of the item being replaced. Other items not required by the Department will be replaced to a maximum of \$50.00 per item. Loss or damage caused by an employee's negligence shall not be reimbursable; negligence shall be determined based upon the circumstances particular to each case.

- Exceptions: 1) Dentures100%
- 2) Glasses 100%
- 3) Watches \$ 60.00
- 4) Flashlights \$150.00
- 5) Urban Rifle . . . \$250.00

Section 8.8. Temporary Appointment/Out-of-Rank Pay.

Any employee who temporarily performs the normal duties which arise in a position of a higher grade (while the incumbent is not performing such duties) shall receive a 5% increase in

pay upon the completion of three consecutive days during which the employee performs those duties. To avoid misunderstandings, the parties agree that the position of station supervisor, outside supervisor and unit supervisor, which are regularly staffed by sergeants and the positions of shift commander and bureau commander, which are regularly staffed by lieutenants, are positions for which out-of-rank pay shall be payable. The parties further agree that the determination of the rank which will regularly be utilized to staff these positions shall be at the sole discretion of the Chief and the Chief shall post any changes. The City reserves the right to schedule employees to avoid the payment of out-of-rank pay.

Section 8.9. Incentive.

Each employee in the Union shall receive an annual educational incentive after completion of the probationary period, and for study and/or a degree in an approved area of study related to police work pursuant to the following table:

Minimum of 30 hours.	\$ 400.00
A.A. and A.S. Degrees	\$ 850.00
B.A. and B.S. Degrees	\$ 950.00
M.A. and M.S. Degrees.	\$1,050.00

All payments for educational incentive shall be paid on the Friday following the second City Council meeting in July and after proper proof of the appropriate degree is received by the Chief of Police or his designated representative. Payments made in July shall be based upon the degree held as of July 1 of the respective year.

Employees qualifying for the thirty (30) hour payment as of July 1, 1988, must maintain a minimum of one additional accredited hour each calendar year to remain eligible for said payment. This requirement does not affect those employees currently receiving the thirty (30) hour payment.

Effective July 1, 2008, pursuant to the following table:

Minimum of 30 hours.	\$ 400.00
A.A. and A.S. Degrees	\$ 1,000.00
B.A. and B.S. Degrees	\$ 1,400.00
M.A. and M.S. Degrees.	\$ 1,800.00

Section 8.10. Tuition Reimbursement.

Employees will be reimbursed up to a maximum of One Thousand One Hundred Dollars (\$1,100.00) annually for tuition, books, materials or any other registration costs for police service related courses and for courses required for a degree in a police service related field approved pursuant to department general order in effect at the time this Agreement was entered into and the Administrative Policy attached hereto as Appendix 0. The prorata reimbursement required under Administrative Policy 2.4 does not apply to any retirement or to any termination after 22 years of service. Approval shall not be unreasonably denied.

Section 8.11. Shift Differential.

The following scheduled percentages of the one year step hourly rate shall be used to calculate the shift differential for employees regularly assigned to work the various shifts:

Second Shift.	2.2%
Third Shift	2.5%
Power Shift	2.8%

First shift is defined as commencing between the hours of 6:00 AM and 1:59 PM; Second shift commences between the hours of 2:00 PM and 5:59 PM; Third shift commences between the hours of 10:00 PM and 5:59 AM. The Power Shift commences between the hours of 6:00 PM and 9:59 PM. Shift differential shall be utilized in the computation of overtime, holiday and vacation pay.

Employees involved in trading time will not be eligible for a change in their shift differential.

Section 8.12. K-9 Officers.

Those employees assigned as K-9 officers or relief for K-9 officers shall be compensated for their extra duties and responsibilities by being paid for an additional seven (7) hours of work per paycheck at their applicable straight time hourly rate of pay. In addition, the City shall provide such officers with all equipment related to the care of the dog, including a dog run, dog food, veterinary care, and insurance coverage (as recommended by the insurance carrier); the City shall also provide such officers with a pool of proper safety equipment for the physical management of the dogs and their training, i.e., leashes, plastic/leather muzzles, a full body attack suit, and any other state of the art devices which may be deemed necessary (by the handlers and management) to adequately protect/train the team.

Section 8.13. Training Officers.

Police Officers and Corporals assigned as Field Training Officer (FTO) or Communication Clerks assigned as Communication Training Officer (CTO) will be paid an additional 5% above their regular rate of pay for the period of such training assignments and 1% while on stand by. Management retains the right to maintain lists of active and stand by employees. No pyramiding, does not apply to overtime or deferred comp.

Section 8.14. Evidence Technician.

A maximum of one employee per shift assigned as the certified evidence technician and performing such duties will receive an additional 5% above their regular rate of pay for the period of such assignment and 1% while on stand by. Management retains the right to maintain lists of active and stand by employees. No pyramiding, does not apply to overtime or deferred comp.

Section 8.15. Special Assignment Pay.

Employees who are assigned to the following units and are performing the special functions of these units shall be paid 1% above their regular rate of pay when they are doing so: CID/Vice, Gang Unit (SOU), Accident Investigation officers assigned to Accident Investigation Unit, Certified Instructors at In-Service Training (CPR, Active Countermeasures, Firearms, PR-24), MEG, HIDE, NETS, and Gang Task Force. EST, Crisis Negotiators, and Bomb Squad Members shall be paid 5% above their regular rate of pay when they are called out for an EST response or when attending scheduled unit training. There shall be no pyramiding of these supplemental pay increments.

Section 8.16. Deferred Compensation

If an employee contributes 1%, the City will contribute to an individual's City's 457 deferred compensation plan a match of up to 5% on an individual's annual income. The City's 1% contribution will be based on the same calculations currently being used to determine the individual's 1% contribution. The City matching contribution shall be made bi-weekly and reflected on the individual's payroll check. The City contribution shall cease if the individual reaches the maximum contribution allowed by law is no longer employed with the City, or at any time the individual terminates participation in the City's 457 deferred compensation program. The contribution will be made to one provider selected by the individual. Should the individual's contribution cease mid year and a partial payment is required, the individual will make the first 1%, the City the second 5% and the remaining contribution will be considered the individual's contribution. In addition to the above, Communication Clerks with 10 or more years of service will receive an additional 1% deferred compensation match (i.e. not to exceed 6%).

Section 8.17 Retirement Health Plan

Effective July 1, 2009, the City will make available to employees a Retirement Health Savings Plan with terms and conditions agreed to by the parties. Effective July 1, 2009, the City

will contribute to an individual plan one percent (1.0%) of the individual's annual income as defined by all regular and overtime hours worked. Effective July 1, 2010, the City will contribute to an individual plan one and one-half percent (1.5%) of the individual's annual income as defined by all regular and overtime hours worked. Effective July 1, 2011, the City will contribute to an individual plan two percent (2.0%) of the individual's annual income as defined by all regular and overtime hours worked.

ARTICLE IX
COST OF LIVING ALLOWANCE.

Section 9.1. Cost of Living Allowance.

In accordance with the arbitration award issued March 13, 1984, the cost of living payments were frozen during the term of the prior Agreement between the parties. The cost of living freeze shall be continued and the language shall remain in the contract.

Section 9.2. Cost of Living Allowance.

Each employee covered by this Agreement shall receive a Cost of Living Allowance which shall be incorporated into each employee's hourly earned rate and which will be adjusted each three (3) months, in line with the Cost of Living Allowance as provided for hereinafter.

The Cost of Living Allowance will be determined in accordance with changes in the official Consumer Price Index for urban wage earners and clerical workers published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-100), and hereinafter referred to as the BLS Consumer Price Index (all cities).

Effective with the first pay period beginning on or after _____, and at quarterly intervals thereafter, during the term of this Agreement, adjustments in the Cost of Living Allowance shall be made at the following times:

Effective Date of Adjustment:

First pay period beginning on or after _____, and at quarterly intervals thereafter, to and including the first full pay period beginning on or after _____, based on the BLS Consumer Price Index as of _____, as compared to the BLS Index as of _____, and at quarterly intervals thereafter through _____, (Appendix "E").

In no event will a decline in the BLS Consumer Price Index provide a basis for a reduction in the wage scale.

EXAMPLE ONLY

BLS CONSUMER PRICE INDEX	COST OF LIVING ALLOWANCE IN ADDITION TO WAGE BY JOB CLASSIFICATION
100.1-100.3	.01
100.4-100.6	.02
100.7-101.9	.03
102.0-102.1	.04
102.3-102.5	.05
102.6-102.8	.06
102.9-103.1	.07
Etc.	

and so forth, with One Cent (1) adjustment for each .03 change in the index.

The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime premium, shift premium, vacation payments, holiday payments and call-in pay.

In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of the pay period referred to, any adjustment required will be made at the beginning of the first pay period after receipt of the Index.

No adjustments retroactive or otherwise shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any base month.

The parties to this Agreement agree that the continuation of the Cost of Living Allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its present form and calculated on the same basis as the Index for, unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the BLS Consumer Price Index, the parties agree to request the Bureau to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the index form.

ARTICLE X HOLIDAYS

Section 10.1. Number of Holidays.

The following shall be considered paid holidays for eligible regular full-time employees:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Labor Day

In addition to the above schedule, any other day that the Mayor designates as a special holiday for the City employees shall be considered a holiday for purposes of this Section.

Note – during the July 1, 2009 - June 30, 2012 contract the following provision is not in effect: *“employees using forty (40) hours or less of sick leave in a fiscal year will be permitted an additional eight (8) hours floating holiday. The employee may opt to take the holiday or have the cash equivalent placed in their deferred compensation account.”* This provision will be reinstated effective July 1, 2012, unless the parties agree to a continuation of the provision regarding payment for unused sick leave contained in Section 12.5.

Section 10.2. Holiday Pay.

(a) When a holiday falls on an employee's regularly scheduled day off, or on a day of vacation, and said holiday is not worked, an eligible employee shall accumulate eight (8) hours of holiday time off. Said holiday time off shall be granted insofar as practicable on the day requested by each employee, with the determination on preference being made on a first come basis. It is expressly understood that the final right to designate said day off is exclusively reserved by the Chief of Police in order to insure the orderly and efficient performance of services.

(b) When a holiday falls on an employee's regularly scheduled work day which the employee, in fact, works, an eligible employee shall be paid for the time actually worked that day at a rate of one and one-half (1-1/2) times his regular rate of pay, and in addition shall accumulate commensurate with the number of hours regularly scheduled of holiday time off. Such holiday time off shall be granted insofar as practicable on the day requested by each employee.

(c) When an employee who is scheduled to be off duty on a holiday is called back to work on that holiday, that employee shall be paid at the rate of one and one-half (1 1/2) times his regular rate of pay for all hours worked plus an equal amount of holiday time off not to exceed an employee's regular shift. The provisions of Section 7.4 shall apply.

Section 10.3. Eligibility Requirements.

In order to be eligible for holiday time off under Section 10.2.(b), an employee must have worked or been paid for his last regularly scheduled workday in the three (3) days preceding, and his first regularly scheduled workday in the three (3) days following the holiday. An employee who is scheduled to work on a holiday and who fails to report to work as scheduled, except in cases of sick leave taken in accordance with provisions of Section 12.5., shall not receive holiday time off. An employee on layoff or suspension on or over a holiday shall not be eligible for holiday time off.

An otherwise eligible employee will not be disqualified for holiday pay solely because he failed to work his last regularly scheduled workday in the three (3) days preceding or his first regularly scheduled workday in the three (3) days following a holiday due to a suspension provided that he worked or was paid for his last scheduled workday prior to or subsequent to (whichever is appropriate) his suspension. Accumulation of holiday time off shall be governed by the Divisional Directive in effect at the time this Agreement was entered into.

ARTICLE XI
VACATIONS

Section 11.1. Amount of Vacation.

Employees covered by this agreement shall be entitled to vacations as of their anniversary date of employment in any year as follows:

Years of Service	Amount of Vacation Pay	Workday Off for Vacations
1-5	80 Hours	10 Workdays
6-11	120 Hours	15 Workdays
12-17	160 Hours	20 Workdays
18-23	200 Hours	25 Workdays
24 & over	240 Hours	30 Workdays

If a holiday falls within the period that an employee is on vacation, such holiday will not be charged as vacation time. In transition years, accrual at the next higher rate shall begin in the first pay period following the anniversary date which marks completion of the fifth, eleventh, seventeenth or twenty-third years of service.

Section 11.2. Vacation Eligibility.

In order to accrue vacation any bi-weekly payroll period, an employee must work or be paid for a minimum of seventy (70) hours in a bi-weekly payroll period. Time spent on suspension shall not be deducted for the purposes of determining vacation eligibility under this Section. If, for more than forty-five (45) consecutive calendar days, an employee is on paid leave other than leave for an on the job injury, then vacation accrual shall cease on the 46th consecutive calendar day of such paid leave and shall resume when the officer returns to active duty.

Section 11.3. Vacation Pay.

For each workday of vacation entitlement, an employee shall receive eight (8) hours pay at his regular straight-time hourly rate at the time he leaves for vacation.

Section 11.4. Vacation Scheduling. Vacations shall be scheduled insofar as practicable at times most desired by each employee, with the determination of preference being made on the basis of an employee's seniority. In making a "first pick" for vacation, an employee shall be limited to a first selection equal to his upcoming year's annual accrual. It is expressly understood that the final right to designate the vacation period is exclusively reserved by the Chief of Police in order to insure the orderly and efficient performance of services.

Section 11.5. Vacation Accumulation.

Vacation shall be taken during the year allowed unless:

(a) It is determined by the Chief of Police that needs of the department are such that an employee cannot be allowed his vacation time within the normal twelve (12) month vacation period, and said determination is reasonable; or

(b) A written request has been submitted to the Chief of Police citing circumstances and a desire by the employee to accumulate vacation time for a special purpose. The Chief of Police, at his sole discretion, shall grant or deny the request in writing. In no event shall any employee's vacation accumulation exceed three hundred twenty (320) hours on the last day of the pay period after the pay period during which the employee's anniversary occurs. Vacation accumulation may exceed three hundred twenty (320) hours during the balance of the anniversary year to accommodate the scheduling of vacation.

(c) Vacation time will be paid at the rate in effect at the time the employee is on his vacation.

Section 11.6. Minimum Vacation Period.

Vacation which has been scheduled for six (6) consecutive days during the first round of the annual vacation pick shall take preference over lesser periods of time chosen during that pick. Vacation of less than a full working day may be granted at the discretion of the Chief of Police; consent by the Chief shall not be unreasonably withheld.

Section 11.7. Vacation Rights in Case of Separation.

Any employee who is separated from employment with the City for any reason shall be paid for any unused vacation at the time of separation, and at his hourly rate at the time of separation.

- 1) A one-time payment of the full amount; or,
- 2) Annual payments of equal amounts up to five years. Payments will be provided in January of each year; or
- 3) At the time that an employee is selecting either option 1 or option 2 above, the employee may also elect to designate a specific portion of the full amount due him, which portion shall be held by the City for the purpose of maintaining that employee's health insurance programs.
- 4) If death would occur during the utilization of options 2 or 3, the balance remaining will be paid to the appropriate beneficiary.

ARTICLE XII
LEAVES OF ABSENCE

Section 12.1. Discretionary Leaves.

The City may at its discretion grant a leave of absence to any employee for good and sufficient reason. The City shall at its discretion set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 12.2. Military Leave.

Military leave and pay shall be granted in accordance with applicable law. However, regularly scheduled days off shall not be included as days of Military Leave.

Section 12.3. Maternity Leave.

(a) Female personnel shall not be arbitrarily forced to stop work because of pregnancy and shall be given the opportunity to accept other appropriate duty in the Department until such time that she is required to cease work for the welfare of her and/or her child and maternity leave shall commence at such time.

(b) Duty uniforms will not be required when and if the employee avails herself of (a) above.

(c) When maternity leave commences, such leave shall be administered as any other disability.

(d) Male personnel shall be permitted to utilize sick leave to a maximum of five (5) consecutive work days for attendance upon a spouse giving birth to his child.

(e) Leaves granted under this section will count toward an employee's total eligibility for a leave under the Family and Medical Leave Act.

Section 12.4. Jury Leave.

A full-time employee who is required to serve on a jury during his regular scheduled work hours shall be paid the difference between the jury fees and allowances and his regular base rate of pay for all regularly scheduled hours of work missed because of jury duty.

Section 12.5. Sick Leave.

(a) Sworn officers hired prior to July 1, 1988, shall be credited with ten (10) hours of sick leave per month, credited each pay period in which they receive pay for hours worked or earned. If, for more than forty-five (45) consecutive calendar days, an employee is on sick leave, then sick leave accrual shall cease on the 46th consecutive calendar day of such leave and shall resume when the employee returns to active duty. Sick leave shall accumulate to a maximum of 2970 hours for said previously hired officers. Officers hired on or after July 1, 1988, in addition to current and future employees classified as Communication Clerks, shall be credited with ten (10) hours of sick leave per month and their sick leave shall only accumulate to a maximum of 960 hours. Where the City has legitimate reason to suspect abuse of sick leave privileges, the City may, at its option, require the employee to provide a doctor's statement at the employee's expenses, in case of any or all future absences for which sick leave is claimed within a period not to exceed six (6) months from the date of suspected abuse. In addition, the sick leave guidelines set forth in the Department Documents in effect at the time of this agreement shall apply to all employees on sick leave, and the disciplinary rules set forth in the Department Documents shall apply to the extent of actual abuse of sick leave. Employees shall be compensated for non-use of sick leave during a fiscal year as follows:

0 – 18 hours used	\$450
18.01 - 34 hours used	\$350
34.01 – 43 hours used	\$250
43.01 – 52 hours used	\$100

The payment will be made in the second pay period in July following the completion of the fiscal year in which the benefit is earned.

This provision regarding payment for unused sick leave will sunset on June 30, 2012, unless both parties agree to continue it beyond that date. If this provision is not continued beyond June 30, 2012, it will not be considered to be a part of bargaining history and it may not be used as evidence in any fact finding or arbitration proceeding.

(b) If as a result of an extended illness or injury that is not work-related, an employee having used all accrued sick leave, holiday, vacation and compensatory time, may, at the discretion of the Police Chief, borrow against future time. The amount of time available shall not exceed eighty (80) hours. The employee, upon return to work, will not accrue leave benefits until such time as the borrowed amount has been repaid to the City. The employee will be required to complete the application for Family and Medical Leave and comply with the Rules and Procedures established in the City Administrative Policy on the FMLA.

Probationary employees shall not be considered eligible for this benefit or employees whose disability appears to be permanent.

(c) Sick leave may be used for the following conditions:

- (1) Incapacitation for duty because of sickness, injury or pregnancy related disability.
- (2) Absence for physical, dental or optical examination or treatment. Employees shall not abuse this privilege.

- (3) Attendance upon a member of the employee's immediate family who is seriously ill and requires the care and attention of such employee. Immediate family is defined as husband, wife, mother, father, sister, brother, son or daughter legal ward, or other resident family member of the employee's immediate household.
- (4) No person shall be entitled to sick leave with pay while absent from duty on account of disability resulting from any sickness or injury purposely inflicted or caused by that person, unless the person can provide written documentation from a licensed physician or licensed psychologist that his conduct was the result of an illness or disability.
- (5) No person shall be permitted to convert excused leave of absence or annual leave into sick leave by reason of illness or injury which occurs during such leave of absence or annual leave; however, if such illness or injury should persist beyond the termination of the leave of absence or annual leave, sick leave may be taken, if otherwise permitted, at that time.
- (6) No employee shall be permitted to work at secondary employment within twelve (12) hours after the use of sick leave unless authorized by the Chief or his designee.

Section 12.6. Pay for Accumulated Sick Leave.

Upon retirement in accordance with the terms of the applicable retirement system, termination, except for cause, or death, the employee or his heirs shall receive payment for seventy-five percent (75%) of the employee's accumulated sick leave in excess of seven hundred twenty (720) hours computed at the employee's then hourly rate of pay. Employees hired on or after July 1, 1988, and current and future employees classified as Communication Clerks shall not be eligible for pay for accumulated sick leave.

Section 12.7. Funeral Leave.

When a death occurs in a full-time employee's immediate family (defined as spouse, parent, sister, brother, child, step-children, grandparents, grandparents of spouse, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, or other member of the family living in the employee's immediate household), the employee, upon request, will be excused for up to three (3) consecutive work days for the purpose of attending the funeral. Additions to the above list and an extension of up to two (2) additional days of funeral leave may be granted at the discretion of the Police Chief in extenuating circumstances and for good cause shown. An eligible employee shall be paid for his/her normal daily rate of pay for any day(s) on which he/she is excused and but for such excuse would have been scheduled to work. An otherwise eligible employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason. In interpreting this provision, the term "parents" shall include, in addition to natural parents, other family members who may have had an in loco parentis relationship with the employee, provided that the employee is able to prove existence of such a relationship.

Section 12.8. Union Leave.

Leaves of absence with pay shall be granted, to the extent that there is no interference with Police Department operations, to employees who are selected, delegated, or appointed to attend educational conferences for the Union, for a maximum of eighty (80) hours per fiscal year. Any request for such leave shall be submitted in writing by the Union to the Chief of Police and shall be answered in writing, no later than ten (10) days following the request.

Section 12.9. Procedure Upon Return.

If, upon the expiration of a discretionary leave or union leave, there is no work available for the employee, or if the employee would have been laid off according to his seniority but for his leave of absence, he shall go directly on layoff.

ARTICLE XIII
RULES AND REGULATIONS

Section 13.1. Rules and Regulations.

The Union agrees that the employees shall comply with all Department Documents presently in effect or subsequently promulgated by the City and/or the Police Department, pursuant to Section 2.1.

Section 13.2. Right to Grieve.

The City agrees that an allegation of arbitrary, capricious, or discriminatory application of its rules and regulations and operating orders or the reasonableness of said rules and regulations and operating orders shall be subject to the grievance procedure.

Section 13.3. Employees' Rights.

The current Divisional Directive in effect at the time of this agreement governing employee rights, shall remain in effect for the duration of the Agreement, as reflected in Appendix G.

Section 13.4. Evaluation Procedures.

Evaluations shall be conducted annually pursuant to the Department Documents presently in effect. The evaluation process shall be subject to the following principles:

- A. Evaluations shall be conducted in a fair manner;
- B. Each employee shall receive a copy of his complete evaluation, including all comments made by all of the evaluators;
- C. Any employee who disagrees with his evaluation may submit his written objections, which shall be attached to the evaluation report. Whenever said evaluation report is utilized, the employee's objections shall accompany said report;
- D. Evaluations shall be subject to challenge through the grievance procedure. In the event that such a grievance is not resolved at Step 3 of the grievance procedure and the Union does not elect to proceed to arbitration, the grieving employee may do so. The City shall pay half of the fees and expenses of the arbitrator. If the arbitrator upholds the grievance the Union shall pay the remaining half of the fees and expenses of the arbitrator; if the arbitrator denies the grievance, the employee shall be responsible for half of the arbitrator's fees and expenses.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.1. Gender or Words.

The masculine gender as used herein shall be deemed to include the feminine gender, unless in the context of the provisions concerned, the feminine gender is clearly inappropriate.

Section 14.2. Bulletin Boards and Records Areas.

The City shall provide two (2) bulletin board areas and one (1) file cabinet area in suitable locations for the Union's exclusive use in posting notices of importance, meetings, social functions, and information notices, providing that such notices comply with applicable departmental orders.

Section 14.3. Lockers.

The City will continue to provide the present locker areas for sworn officers and keep such lockers in working order. Said lockers shall be assigned officer's private use and the officer shall be responsible for reasonable orderliness and cleanliness of same. The City agrees that the lockers will not be searched, entered or disturbed by any means without the officer's prior consent, and said officer may, at his request, be present if a locker is to be searched. If an officer refuses

the City entry to his assigned locker, the City reserves the right to secure the locker until such time that a court order permitting entry is obtained.

Section 14.4. Working Conditions.

(a) The City will continue to make reasonable provisions for maintaining work areas, equipment, locker rooms and vehicles in clean, healthy and safe condition. The City and employees agree to abide by the health and safety rules.

(b) To ensure that safety and health matters are resolved, the Committee may submit a request to the Chief of Police and to the Human Resources Department for investigation, consideration and action, which request will not be arbitrarily denied. Should such request be denied, written notice, including the reason for the denial, shall be given to the Committee. Denials under this decision may be subject to the grievance procedure if a majority of the Health and Safety Committee were to appeal the decision.

(c) Employees shall not be required to work in an area or operate equipment or vehicles which present imminent danger to health or are in substantial violation of safety laws or policies developed by the City and Committee.

Section 14.5. Disability.

The City shall comply with Chapter 411 of the Iowa Code.

Section 14.6. Excessive Absenteeism.

It is understood that excessive absenteeism, including the abuse of sick leave, constitutes just cause for discipline and it is the intent of the City to take corrective action. Nothing contained in Section 12.5 shall be construed as limiting the City's rights under this Section.

Section 14.7. Personnel Files/Investigatory Files.

(a) An employee shall be permitted to inspect his own personnel (jacket) file. If he wishes to file a written statement with respect to any information contained therein, he may do so and said statement shall remain a part of his personnel file so long as the information he is responding to remains a part of his file.

(b) So there is no misunderstanding, this Section does not apply to investigatory files.

Section 14.8. IPERS.

The City shall comply with Chapter 97B of the Iowa Code.

Section 14.9. Parking.

With the exception of ten (10) parking spaces which are reserved for judges serving in Scott County, the City will designate all parking spaces on the top floor of the parking ramp north of the Police Department building as parking for Police Department employees and volunteers serving the Police Department (VIPS). All parking areas shall be properly maintained and cleaned and complaints of defects promptly resolved.

Section 14.10. Civilian Job Descriptions.

If during the term of this Agreement changes in methods, services or operations are made that would result in a fundamental change in the job description(s) of civilian employees of the Union, the City shall so notify the Union. Within ten (10) days of such notification, the City and the Union shall meet to negotiate an upward adjustment, if required, in said employee's basic wage schedule. This Section is subject to Section 4.3 of the Agreement.

Section 14.11. Light Duty Injury/Illness.

Light duty assignments will be provided if available to employees who contract injuries and/or illnesses through the performance of job related activities. The employee shall not refuse a light duty assignment if the injury or illness is job related. The employee may request a light duty assignment when the injury or illness is not job related. The Chief has the discretion to provide a light duty assignment for injuries or illnesses not job related, priority for light duty assignments go to employees with job related injuries or illnesses. An employee may reject light duty work without discipline if it is an off duty injury or illness. The employee must obtain a release for such assignment from his physician and/or the City physician prior to returning to work. Such assignment will be within any restraints or restrictions imposed by the physician(s).

Section 14.12. Payout.

All accrued pay and benefits, including accumulated vacation, holiday, and compensatory time and sick leave as provided in Section 12.6. shall be paid either to the employee upon the termination of the employee or, upon the employee's death, to his heirs, next of kin or designated beneficiary if applicable under one of the following options:

- 1) A one-time payment of the full amount; or,
- 2) Annual payments of equal amounts up to five years. Payments will be provided in January of each year; or,
- 3) At the time that an employee is selecting either option 1 or option 2 above, the employee may also elect to designate a specific portion of the full amount due him, which portion shall be held by the City for the purpose of maintaining that employee's health insurance programs.
- 4) If death would occur during the utilization of options 2 or 3, the balance remaining will be paid to the appropriate beneficiary.

Section 14.13. Safety and Health.

(a) It is the desire of the City and the Union to maintain the highest standards of training, safety and health in the Police Department in order to eliminate as much as possible accident, death, injury and illness in the Police Department. Accordingly, the City will continue to make reasonable provisions for maintaining all areas and equipment of the Davenport Police Department in a clean, healthy and safe condition. Employees shall not be required to work in any area or operate any equipment including motor vehicles which are not in safe condition or not equipped with safety appliances prescribed by law or by the Safety Committee as approved by the City.

(b) A cooperative Occupational Safety and Health Committee shall be established to consist of not more than three (3) representatives from management and three (3) representatives from the Union. The Committee shall select from its membership a Chairman whose term shall be twelve (12) months, whereupon the chairmanship shall be rotated to another Committee member. Chairmanship of the Committee shall rotate pursuant to established practice.

The Committee shall meet on a quarterly basis unless an emergency situation would necessitate an additional meeting(s). The Chairman of the Committee may call a special meeting upon receiving prior approval of the Police Chief, and with proper notice to all Committee members to the extent as is reasonably possible. The Chairman shall insure that Committee meetings take place when the majority of the Committee members are on duty. The Committee shall have jurisdiction to consider areas including but not limited to the following:

- (1) Hazardous physical conditions;
- (2) Unsafe work methods, practices or procedures;
- (3) Changes in or additions to protective equipment;
- (4) Improvements in training procedures in safety and health related areas;
- (5) Changes in method, content or frequency of conducting safety inspections or making investigations of accidents, injuries or death.

(c) To insure that reasonable safety and health matters are brought to the attention of the City, and/or are resolved, the Committee Chairman shall submit written minutes of each Safety Committee meeting and request for action to the Police Chief and to the individual designated as City Safety Officer. Requests for investigation, consideration or action will not be arbitrarily denied and Committee members may attach their own opinions or suggestions to the Chairman's report. Should such requests be denied, a written notice including the reason for denial shall be provided to the Committee.

(d) Employees who are not on duty at the time of the meetings shall be paid at their overtime rate or receive compensatory time for time spent at the meeting. It is understood that the provision of 7.4 of this agreement will not apply in this situation.

Section 14.14. Residency.

The residency policy currently in effect shall continue in force during the term of this agreement.

Section 14.15 Union/Management Meetings.

Representatives of the Union and the employer shall meet upon request of either side at a mutually agreeable time. The purpose of the meeting is to discuss matters of mutual interest, resolve potential conflicts, and propose changes which would generate cost savings and increased service without adversely affecting the safety of the employees. Neither this contract nor the prevailing rights of the parties shall be modified without the written agreement of the parties. Agenda items shall be exchanged at least one week in advance of the meeting. Status updates on all pending grievances shall be provided at each meeting. Employees who are not on duty at the time of the meetings shall be paid at their overtime rate or receive compensatory time at the employees' option. It is understood that the provisions of 7.4 of this Agreement will not apply in this situation.

Section 14.16 Scheduling.

The Police Department shall establish minimum staffing requirements for those divisions or units for which such standards are applicable. Paid time off shall be granted pursuant to the labor agreement and Departmental staffing policies based upon the timing of the request and seniority.

ARTICLE XV
ASSOCIATION COMMUNICATIONS AND MEETINGS

Section 15.1. Regular and Special Meetings.

Up to five (5) elected officers of the Union and Association shall be given adequate time off without loss of pay to conduct regular and special meetings provided, however, that three (3) days written notice is provided to the Chief of Police.

Section 15.2. Negotiation Time.

Members of the Union's negotiating committee, up to a maximum of five (5) employees, shall be excused from duty and shall suffer no loss of pay for time spent in collective bargaining negotiations with the City. So there is no misunderstanding, an officer who is otherwise scheduled to report for work during the twenty-four (24) hour period in which a negotiating session is scheduled shall be allowed to attend that session and said negotiating session shall be considered his regular duty day. Members of the Union's bargaining team shall be allowed to flex their schedule as a provision for participation in the negotiation sessions for the Collective Bargaining Agreement, so long as it does not create overtime or violate the Department's "minimum manning" general order. In the event that such session is less than two (2) hours in duration, personnel will report for assigned shifts for the balance of their eight (8) hours.

Section 15.3. Use of City Facilities by Union.

Upon reasonable notice, the City shall permit the Union to hold special or emergency meetings (for off-duty employees) within the Police Department in a room designated by the Chief of Police, whose consent shall not be arbitrarily denied.

Section 15.4. Conventions and Conferences.

The Association shall be allowed up to two hundred seventy-two (272) hours per year off with pay for elected and appointed Association delegates who attend the Iowa State Police Conference and/or Iowa Association of Women Police. The City shall not arbitrarily deny these requests provided the Chief of Police or his designee receives written notice of the dates required thirty (30) days in advance of such dates, notice to be delivered by the Secretary of the Association.

Section 15.5. State and National Offices.

An Association member elected to an office in either of the above two organizations, shall be allowed up to three (3) days off per month without loss of pay for the purpose of attending monthly meetings. Attendance at the monthly meetings requires advance written approval, and release from work is contingent upon non-interference with operations. Such approval shall not be unreasonably denied.

ARTICLE XVI
IN-SERVICE TRAINING

In-Service training requirements and programs shall be established by the Chief of Police, or his designated representative in accordance with Department and City needs and policy. The Union shall have the right to initiate consultations with the Chief or his designated representative for the purpose of making suggestions and/or recommendations.

The Union shall have the right to designate eight (8) hours of said in-service training to be used on programs which the Union deems needed by the membership of the Union.

Programs so designated by the Union must have the approval of the Chief of Police or his designated representative, which approval shall not be arbitrarily denied.

The programs suggested by the Union will not be used for any matters pertaining to collective bargaining or Association business.

ARTICLE XVII
OFF-DUTY ACTION/EMPLOYMENT

Officers shall be permitted to engage in off-duty employment, whether in or out of uniform, provided that such employment is not a conflict of interest, does not conflict with the normal duty hours of the officer, or in conflict with satisfactory or impartial performance of duties as a police officer for the City, and further, that such employment is not in conflict with the Divisional Directive in effect at the time of this agreement.

Any action taken by an employee on his/her time off, which would have been taken by an officer on active duty if present or available, shall be considered police action, and the employee shall have the rights and benefits concerning such action as if he/ she were on duty. Such an employee not otherwise employed when he/she takes such action shall be reimbursed for personal items damaged thereby. Police officers shall be reimbursed at the current overtime rate for time spent performing off duty arrests or other emergency police actions, subsequent reports and time spent in court unless otherwise compensated by a secondary employer during these periods. Personal items damaged during these "reimbursed" actions will be treated as though the action were taken on duty. This excludes off duty misdemeanor traffic arrests.

Probationary officers shall not engage in any off-duty employment related to law enforcement.

ARTICLE XVIII
PROMOTIONAL EXAMINATIONS

Section 18.1. General.

The City and the Union both recognize the necessity of full compliance with the appropriate sections of the Civil Service Law governing promotional examinations and promotions. To that end, the parties hereby agree to work in full cooperation with the Davenport Civil Service

Commission to assure strict adherence to the letter and spirit of the Civil Service Law (Chapter 400, Iowa Code). Specifically, the City agrees to work expeditiously with the Davenport Civil Service Commission to assure that promotional examinations are relevant to the operation of the Davenport Police Department and all laws applicable thereto and that such examinations are conducted at the time and in the manner specified by law and that qualified applicants for promotion are promptly certified and promoted in accordance with the guidelines set forth in the Civil Service Law.

Section 18.2. Notice of Examinations.

The City and the Union agree to work with the Civil Service Commission and otherwise to take such steps as are required to assure that adequate and timely notice of written and oral promotional examinations, the examination criteria areas and the percentage weight given to each area, is given to employees in order to give such employees the opportunity to prepare for such examinations.

Notice shall be distributed to the Police Chief and to the Union and shall be posted by the department at least fourteen (14) calendar days prior to the application deadline.

Section 18.3. Expiration of Promotional List.

The City and/or Civil Service Commission upon the expiration of the current list for promotion for the next higher rank, shall give a promotional test for the same rank within ninety (90) days of the expiration of such list. The City will try, within reason, to include all employees in the testing procedure for the next higher rank, who, because of the testing date, would not have qualified for such testing.

Section 18.4. Maintenance of Standards.

In order that employees shall have full knowledge of the evaluation program utilized for promotional opportunities, the evaluation program in effect during the prior labor agreement between the parties shall not be altered except by mutual agreement.

Section 18.5. Examination Review.

To assist employees in self-improvement, the personnel department will review the results of promotional examinations with employee(s) requesting same. To maintain valid test batteries, specific test answers and the test document itself will not be discussed or distributed. This review shall be based on the general categories of the examination, and will, to the extent possible, provide the employee with an overview of his strengths and weaknesses, thereby advising him of areas where additional study or experience would be of assistance.

ARTICLE XIX SAVINGS CLAUSE

None of the foregoing shall be construed as requiring either party to do anything inconsistent with Federal or State Law, or an order or decree of judgment of any court having jurisdiction over the parties. If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XX LIABILITY COVERAGE

The City shall maintain liability coverage in the amount of one million dollars per incident, with an umbrella clause providing coverage in the amount of an additional million dollars. Further, the City shall fully indemnify the employees of the Union with respect to any liability arising out of

the performance of their duties. The City may change insurance carriers with the agreement of the

Union. Should the City elect a self-insurance plan for all or part of its liability coverage, quarterly statements of the City's liability insurance reserve shall be provided to the Union. The level of benefits shall remain substantially the same. It should also be noted that municipal employees/employers are covered by 613-A of the Code of Iowa. Basically said section states that the City is responsible for the actions of its employees while engaged in authorized City activity. If the dollar amount of our liability coverage is not adequate to an incident, the City has the power to levy a tax that will insure payment of an excessive claim.

If a lawsuit, which is based upon the performance by a police officer of his duties as a police officer and which demands punitive damages, is filed against a police officer, the City does not have a legal responsibility to represent or to financially assist the officer with the respect to the defense of the punitive damages aspect of the proceedings. However, if it is legally concluded that the officer was innocent of any personal wrongdoing in the performance of his duties for the City, the City shall reimburse the officer for the reasonable costs of legal representation and court costs unless the court, or by settlement, such reimbursement is otherwise awarded to the employee. Satisfactory documentation of such legal expenses must be presented to the City prior to any payment.

ARTICLE XXI ENTIRE AGREEMENT

Section 21.1. Entire Agreement.

This agreement, together with any side letters executed contemporaneously with or subsequent to this Agreement, constitutes the entire agreement between the parties, and concludes the collective bargaining on any subject, whether included in this Agreement or not, for the term of this Agreement.

Section 21.2. Amendment.

This Agreement may be amended by the mutual written agreement of the parties.

Section 21.3. Precedence of Agreement.

In the event of a conflict between a provision of this Agreement and any rule, regulation, or ordinance of the City (insofar as said rule, regulation, or ordinance affects employees covered by this Agreement), the provisions of this Agreement shall control. The City will take any legal action necessary to accomplish the foregoing.

Section 21.4. Prevailing Rights.

All present understandings, supplemental privileges, or conditions of employment and clearly established and consistent past practices which grant employees benefits and protections not provided by this Agreement, or which are not in conflict with this Agreement, shall remain in effect unless changed by mutual agreement of the parties. It is understood that this shall not be in conflict with Article III, Management Rights, and further that it is recognized that from time to time, changes in operating policy are necessitated by outside influences.

ARTICLE XXII COPIES OF CONTRACT

Pursuant to past practice, the City and the Union shall share equally in the cost of printing a sufficient number of copies of the contract to distribute to each member of the Union in size and print agreed upon by the parties. The City and the Union shall cooperate in developing said Agreement for distribution. Said copies shall be delivered to the Union within ninety (90) days of the execution of this Agreement but in no event later than June 30, 2009.


ARTICLE XXIII
TERMINATION


This Agreement shall be effective as of the 1st day of July 2009, and shall remain in full force and effect until and including the 30th day of June 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement, or sixty (60) days prior to the date that impasse procedures under the Iowa Public Employment Relations Act must be initiated, whichever is earlier. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the date that impasse procedures under the Iowa Public Employment Relations Act must be initiated, whichever is earlier. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date as set forth in the preceding paragraph


THIS AGREEMENT is executed as of May 13, 2009, to become effective as of the day and year first written by the duly authorized representatives of the parties.

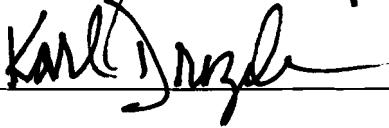
UNION OF PROFESSIONAL POLICE,
INC., DAVENPORT, IOWA


CITY OF DAVENPORT














APPENDIX A-1

AUTHORIZATION FOR CHECKOFF OF UNION DUES

I hereby authorize the City of Davenport, ("the City") to deduct from my pay the uniform dues for the Union of Professional Police, Inc. ("the Union"), and remit said amounts to the Union.

I understand that the authorization is revocable upon thirty (30) days' written notice to the City Clerk and to the Treasurer of the Union, or upon termination of the current collective bargaining agreement between the City and the Union, whichever comes sooner.

Print Name

Signature

Date

APPENDIX A-2

AUTHORIZATION FOR CHECKOFF OF ASSOCIATION DUES

I hereby authorize the City of Davenport, ("the City") to deduct from my pay the uniform dues of the Davenport Police Association, Local #2, and remit said amounts to the Association.

I understand that the authorization is revocable upon thirty (30) days' written notice to the City Clerk and to the Treasurer of the Association, or upon termination of the current collective bargaining agreement between the City and the Association, whichever comes sooner.

Print Name

Signature

Date

APPENDIX B

Summary of Insurance Benefit \$2,000,000 Major Medical Coverage

Deductible Amount

Active Employees (calendar year)	
Effective July 1, 2009 through December 31, 2012	
Individual Deductible	\$ 250
Family Deductible	\$ 500
Common Accident	\$ 250

The Plan's calendar year deductible is waived for certain basic medical services provided.

Preferred Provider Organization (PPO)

Trinity Physician Hospital Organization, Beech Street Corporation or equivalent.

Benefit Percentage

Active Employees (calendar year)

After eligible expenses reach the applicable deductible amount specified above, this Plan pays 90% **in network** or 70% **out of network** of eligible major medical expenses until the out-of-pocket maximum is met, and 100% thereafter, to the maximum benefit while covered under the Plan.

Out-of-Pocket Maximum (calendar year; includes deductible)

Individual	\$1,000
Family	\$2,000

Maximum Benefit While Covered Under This Plan

\$2,000,000 of eligible expenses per covered person (\$50,000 for Alcoholism/Substance Abuse combined-some limitations apply)

Mental/Nervous Disorders/Alcoholism/Substance Abuse

Inpatient – Eligible expenses, limited to 30-day calendar year maximum

Outpatient – Eligible expenses for Alcoholism/Substance Abuse limited to \$4,000 calendar year maximum

Pre-Admission Certification Program

This Plan is subject to a pre-admission certification program.

Benefit Period

Calendar year

Access Fee (effective 01/01/11)

Effective January 1, 2011, there will be a \$15 office access fee.

Benefit Period

Calendar year

Highlights of Eligible Expenses

Employer will provide employees with updated summary plan description.

APPENDIX C
SALARY SCHEDULE

The percentage differential between Step #12 (20 years) and Step #13 (25 years) be increased from 1.5% to 2.0% effective July 1, 2010, and that the percentage differential between Step #12 (20 years) and Step #13 (25 years) be increased from 2.0% to 2.5% effective July 1, 2011.

SALARY SCHEDULE IV
 POLICE BARGAINING UNIT PERSONNEL REPRESENTED BY
 UNION OF PROFESSIONAL POLICE
 EFFECTIVE July 01, 2009

CODE	GR	TITLE	ENTRY STEP #1	1 YEARS STEP #2	2 YEARS STEP #3	3 YEARS STEP #4	4 YEARS STEP #5	5 YEARS STEP #6	7 YEARS STEP #7	10 YEARS STEP #8	12 YEARS STEP #9	15 YEARS STEP #10	18 YEARS STEP #11	20 YEARS STEP #12	25 YEARS STEP #13	YEARS STEP #14
3111		POLICE OFFICER	46473	49776	51033	52304	53602	54952	56326	60603	61508	62429	63057	64004	64963	
			22.343	23.931	24.535	25.146	25.770	26.419	27.080	29.136	29.571	30.014	30.316	30.771	31.232	
3112		POLICE CORPORAL				54924	56287	57693	59145	63627	64586	65549	66206	67207	68203	
						26.406	27.061	27.737	28.435	30.590	31.051	31.514	31.830	32.311	32.790	
3113		POLICE SERGEANT					59101	60582	62092	66810	67814	68831	69522	70566	71621	
							28.414	29.126	29.852	32.120	32.603	33.092	33.424	33.926	34.433	
3114	0	POLICE OFFICER-SPECIAL UNITS	46935	50286	51540	52826	54142	55499	56884	61204	62125	63057	63685	64642	65612	
			22.565	24.176	24.779	25.397	26.030	26.682	27.348	29.425	29.868	30.316	30.618	31.078	31.544	
3115	0	POLICE CORPORAL-SPECIAL UNITS				55472	56840	58267	59736	64268	65229	66206	66866	67877	68890	
						26.669	27.327	28.013	28.719	30.898	31.360	31.830	32.147	32.633	33.120	
3116	0	POLICE SERGEANT-SPECIAL UNITS					59688	61183	62716	67479	68496	69522	70212	71271	72336	
							28.696	29.415	30.152	32.442	32.931	33.424	33.756	34.265	34.777	
3151		POLICE COMMUNICATIONS CLERK	39067	40129	41136	42155	43206	44289	45404	49548	50284	51039	51544	52316	53107	
			18.782	19.293	19.777	20.267	20.772	21.293	21.829	23.821	24.175	24.538	24.781	25.152	25.532	
3152		POLICE COMM CLERKS-SPEC UNITS	39460	40531	41548	42576	43636	44730	45858	50043	50787	51549	52060	52840	53637	
			18.971	19.486	19.975	20.469	20.979	21.505	22.047	24.059	24.417	24.783	25.029	25.404	25.787	
3153		LEAD COMMUNICATIONS CLERK						46309	47470	51784	52584	53342	53882	54677	55511	
								22.264	22.822	24.896	25.281	25.645	25.905	26.287	26.688	
3154	0	LEAD COMM CLERKS-SPECIAL UNITS						46773	47946	52302	53113	53872	54421	55220	56068	
								22.487	23.051	25.145	25.535	25.900	26.164	26.548	26.956	

* BASED ON 2080 HOURS ANNUALLY

* FISCAL YEAR 2010

SALARY SCHEDULE IV
 POLICE BARGAINING UNIT PERSONNEL REPRESENTED BY
 UNION OF PROFESSIONAL POLICE
 EFFECTIVE July 01, 2010

CODE	GR	TITLE	ENTRY STEP #1	1 YEARS STEP #2	2 YEARS STEP #3	3 YEARS STEP #4	4 YEARS STEP #5	5 YEARS STEP #6	7 YEARS STEP #7	10 YEARS STEP #8	12 YEARS STEP #9	15 YEARS STEP #10	18 YEARS STEP #11	20 YEARS STEP #12	25 YEARS STEP #13	YEARS STEP #14
3111		POLICE OFFICER	47867	51270	52564	53872	55209	56601	58015	62421	63353	64301	64950	65924	67242	
			23.013	24.649	25.271	25.900	26.543	27.212	27.892	30.010	30.458	30.914	31.226	31.694	32.328	
3112		POLICE CORPORAL				56572	57976	59424	60919	65537	66525	67515	68193	69222	70608	
						27.198	27.873	28.569	29.288	31.508	31.983	32.459	32.785	33.280	33.946	
3113		POLICE SERGEANT					60873	62400	63956	68815	69848	70897	71608	72684	74137	
							29.266	30.000	30.748	33.084	33.581	34.085	34.427	34.944	35.643	
3114	0	POLICE OFFICER-SPECIAL UNITS	48343	51794	53086	54411	55767	57165	58589	63041	63989	64950	65597	66581	67914	
			23.242	24.901	25.522	26.159	26.811	27.483	28.168	30.308	30.764	31.226	31.537	32.010	32.651	
3115	0	POLICE CORPORAL-SPECIAL UNITS				57136	58546	60014	61528	66196	67186	68193	68871	69913	71313	
						27.469	28.147	28.853	29.581	31.825	32.301	32.785	33.111	33.612	34.285	
3116	0	POLICE SERGEANT-SPECIAL UNITS					61479	63020	64599	69503	70552	71608	72320	73409	74878	
							29.557	30.298	31.057	33.415	33.919	34.427	34.769	35.293	35.999	
3151		POLICE COMMUNICATIONS CLERK	40240	41334	42370	43420	44502	45619	46767	51035	51792	52570	53090	53887	54964	
			19.346	19.872	20.370	20.875	21.395	21.932	22.484	24.536	24.900	25.274	25.524	25.907	26.425	
3152		POLICE COMM CLERKS-SPEC UNITS	40643	41748	42794	43853	44945	46072	47233	51544	52312	53096	53622	54425	55513	
			19.540	20.071	20.574	21.083	21.608	22.150	22.708	24.781	25.150	25.527	25.780	26.166	26.689	
3153		LEAD COMMUNICATIONS CLERK						47699	48895	53337	54161	54941	55499	56318	57443	
								22.932	23.507	25.643	26.039	26.414	26.682	27.076	27.617	
3154	0	LEAD COMM CLERKS-SPECIAL UNITS						48177	49385	53870	54706	55488	56054	56876	58013	
								23.162	23.743	25.899	26.301	26.677	26.949	27.344	27.891	

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* FISCAL YEAR 2011

SALARY SCHEDULE IV
 POLICE BARGAINING UNIT PERSONNEL REPRESENTED BY
 UNION OF PROFESSIONAL POLICE
 EFFECTIVE July 01, 2011

CODE	GR	TITLE	ENTRY STEP #1	1 YEARS STEP #2	2 YEARS STEP #3	3 YEARS STEP #4	4 YEARS STEP #5	5 YEARS STEP #6	7 YEARS STEP #7	10 YEARS STEP #8	12 YEARS STEP #9	15 YEARS STEP #10	18 YEARS STEP #11	20 YEARS STEP #12	25 YEARS STEP #13	YEARS STEP #14
3111		POLICE OFFICER	49302	52809	54140	55488	56865	58298	59756	64293	65254	66229	66899	67902	69599	
			23.703	25.389	26.029	26.677	27.339	28.028	28.729	30.910	31.372	31.841	32.163	32.645	33.461	
3112		POLICE CORPORAL				58269	59715	61206	62747	67502	68521	69541	70240	71298	73081	
						28.014	28.709	29.426	30.167	32.453	32.943	33.433	33.769	34.278	35.135	
3113		POLICE SERGEANT					62700	64272	65874	70880	71943	73025	73757	74863	76735	
							30.144	30.900	31.670	34.077	34.588	35.108	35.460	35.992	36.892	
3114	0	POLICE OFFICER-SPECIAL UNITS	49793	53348	54679	56044	57439	58881	60347	64931	65909	66899	67565	68578	70292	
			23.939	25.648	26.288	26.944	27.615	28.308	29.013	31.217	31.687	32.163	32.483	32.970	33.794	
3115	0	POLICE CORPORAL-SPECIAL UNITS				58849	60301	61816	63373	68182	69202	70240	70936	72010	73811	
						28.293	28.991	29.719	30.468	32.780	33.270	33.769	34.104	34.620	35.486	
3116	0	POLICE SERGEANT-SPECIAL UNITS					63324	64911	66537	71589	72669	73757	74489	75612	77503	
							30.444	31.207	31.989	34.418	34.937	35.460	35.812	36.352	37.261	
3151		POLICE COMMUNICATIONS CLERK	41446	42573	43640	44722	45837	46987	48171	52566	53346	54147	54683	55503	56890	
			19.926	20.468	20.981	21.501	22.037	22.590	23.159	25.272	25.647	26.032	26.290	26.684	27.351	
3152		POLICE COMM CLERKS-SPEC UNITS	41862	43000	44077	45169	46292	47455	48649	53090	53882	54689	55230	56058	57460	
			20.126	20.673	21.191	21.716	22.256	22.815	23.389	25.524	25.905	26.293	26.553	26.951	27.625	
3153		LEAD COMMUNICATIONS CLERK						49130	50361	54937	55786	56588	57165	58007	59457	
								23.620	24.212	26.412	26.820	27.206	27.483	27.888	28.585	
3154	0	LEAD COMM CLERKS-SPECIAL UNITS						49623	50866	55486	56347	57152	57737	58581	60045	
								23.857	24.455	26.676	27.090	27.477	27.758	28.164	28.868	

* BASED ON 2080 HOURS ANNUALLY

* FISCAL YEAR 2012

APPENDIX D

DELETED

APPENDIX E

COST OF LIVING ALLOWANCE

To insure understanding concerning computation of COLA adjustments the:

_____ increase will be based upon the BLS, CPI as of _____
as compared to the BLS Index as of _____.

_____ increase will be based upon the BLS, CPI as of _____
as compared to the BLS Index as of _____.

_____ increase will be based upon the BLS, CPI as of _____
as compared to the BLS Index as of _____.

_____ increase will be based upon the BLS, CPI as of _____
as compared to the BLS Index as of _____.

_____ increase will be based upon the BLS, CPI as of _____
as compared to the BLS Index as of _____.

And so forth through _____.

APPENDIX F

MEMORANDUM OF UNDERSTANDING LEAD DISPATCHER AND POWER SHIFT PAY

In the a course of bargaining in 1987, the positions of Dispatcher and Desk Clerk were consolidated into that of Communication Clerk and the position of Lead Dispatcher was eliminated. To address the particular circumstances involving those individual who were then Lead Dispatchers, the City and the Union agreed that the Lead Dispatcher salary differential will be maintained for these two individuals only and, as each such individual leaves her respective position as a Communications Clerk, the City will not pay that individual's replacement any Lead Dispatcher differential.

Pursuant to the terms of the Labor Agreement in effect from July 1, 1998, to June 30, 1999 the City has paid a Power Shift differential to all those members assigned to the Vice Unit and Gang Unit. A grievance arbitration awarded Power Shift differential to all members of the Targeted Neighborhood Team (TNT). The City shall continue to pay Power Shift differential to these individuals or their replacements in these units so long as these units are in existence with the Davenport Police Department. The City will not re-name or reestablish replacement units for the purpose of avoiding this responsibility. The eligibility of any additional units for Power Shift differential shall be subject to collective bargaining between the parties.

APPENDIX G

DELETED

APPENDIX H
GENERAL ORDER 0508
Educational Incentive



Title: Educational Incentive			Number: 0508
Date Issued: 1 December 2002	Date Effective: 1 January 2003	 Cancels 0508 of 4-15-84	Page(s) 2
CALEA Standards:			Review:

I. PURPOSE: To establish guidelines for payment of the annual "Educational Incentive" pursuant to the current contract between the City and the Union of Professional Police, Inc.

II. PROCEDURE:

A. The following will be considered "approved areas of study relating to police work" and payment will be made accordingly.

1. Payment will be made for "degrees" in these broad areas:
 - a. Business
 - b. Computer
 - c. Education *
 - d. English
 - e. Law Enforcement
 - f. Liberal Arts
 - g. Philosophy
 - h. Political Science
 - i. Psychology
 - j. Sociology
 - k. Spanish
2. Payment will be made for "semester credit hours" in these broad areas:
 - a. Business
 - b. Computer
 - c. Education *
 - d. English
 - e. Law Enforcement
 - f. Liberal Arts

- g. Philosophy
 - h. Political Science
 - i. Psychology
 - j. Sociology
 - k. Spanish
3. In addition to the courses listed above, credit for payment will be made pursuant to the following limitations, if "actively pursuing" an "approved related degree":
- a. A maximum of 6 semester credit hours in Art, Music or Theatre.
 - b. A maximum of 6 semester credit hours in Astronomy, Biology, Chemistry, Natural Science or Physics.
 - c. A maximum of 9 semester credit hours in History, Geography or Economics.
 - d. A maximum of 9 semester credit hours in Theology.
 - e. A maximum of 6 semester credit hours in Physical Education.
 - f. A maximum of 6 semester credit hours in Mathematics.
 - g. The maximums listed in Section "C" are based loosely on general degree requirements at St. Ambrose University. To be given credit for payment above the maximums listed, it is the responsibility of the employee to document "proper proof" of the degree requirements at the college he is attending. "Proper proof" and/or any disputes involving "Educational Incentive" payout will be decided by the Chief of Police or his designee in conjunction with the Director of Personnel and Labor Relations.
4. A certified transcript of the degree or applicable semester hours must be on record with the Police Administration Office (individual personnel file) prior to payment. The amount of said payment and date of such payment is as prescribed in the current Union contract.
5. Definitions:
- a. Actively Pursuing a Degree: has successfully completed a minimum of 1 semester credit hour at an accredited school during the calendar year previous to the incentive payout.
 - b. * "Education" - Only these broad areas of education will be considered for payment in sections A & B:
 - 1. Business
 - 2. Computer
 - 3. English
 - 4. Law Enforcement
 - 5. Liberal Arts
 - 6. Philosophy
 - 7. Political Science.
 - 8. Psychology
 - 9. Sociology

Michael R. Bladel
CHIEF OF POLICE

APPENDIX I

DELETED

APPENDIX J

GENERAL ORDER 0505
Leave Requests/Sick Leave Policy



Title: Leave Requests and Sick Leave Abuse			Number: 0505
Date Issued: 1 June 2007	Date Effective: 1 July 2007	Cancels: 0536 & 0505 of 1-1-06	Page(s) 7
CALEA Standards:			Review:

- I. **PURPOSE:** To define the procedures for requesting sick, military, funeral, convention/conference, maternity, jury and discretionary leave of absences, as well as procedures for requesting vacation, holiday and comp time. To define sick time abuse and how it will be dealt with in accordance to the Department Manual and Union contract. See section PS.04, Police Manual, Unsatisfactory Performance, and section 12.5, Union contract, Sick Leave.

- II. **POLICY:** It is the policy of the Davenport Police Department to provide various types of accrued leave time (vacation, holiday, sick, and compensatory time) for employees. It is an employee's responsibility to manage his or her leave time appropriately (meaning that employees will not draw down vacation, holiday, or compensatory time below zero) and to refrain from abuse of sick leave.

- III. **PROCEDURE:**
 - A. **Sick Leave.**
 - 1. Employee:
 - a. Notify immediate Commander/Supervisor when reporting sick and requesting sick leave.
 - b. Provide ALL information required to complete Leave of Absence Request Form.
 - c. If the employee's use of sick time will draw him or her below a zero balance, **it is the employee's responsibility** while notifying the police department that he or she is sick, that they have insufficient hours in the bank to cover the sick leave.
 - c. Note: When reporting sick, if immediate Commander/ Supervisor is not on duty, report sick to Shift/Bureau Commander on duty.
 - d. Abide by all rules governing use of sick leave.

- e. No employee will be permitted to work at secondary employment within twelve (12) hours after the use of sick leave unless authorized by the Chief or his designee.
 - f. The employee will remain at the "place of confinement" during the employee's tour of duty unless otherwise authorized by the employee's commander/supervisor or, to obtain medical attention/medication.
 - g. Any change in "place of confinement" or the condition of the employees sickness/injury should be reported to the employees immediate commander/supervisor as soon as is practicable.
2. Immediate Commander/Supervisor or Shift Commander:
 - a. Cause employee to provide ALL required information so sick leave request form can be completed. Note: Shift/Bureau Commander, forward sick leave report form to employee's immediate Commander/Supervisor when accepting a report from an employee not under your command.
 - b. If the employee advises they do not have enough accrued sick time to cover the request, note this on the request.
 3. Immediate Commander/Supervisor:
 - a. Review sick leave report form for accuracy and completeness.
 - b. Sign approval if sick leave report usage meets all City Personnel rules, Departmental rules and contract provisions.
 - c. Process request with daily work schedule.
 4. Division Commander:
 - a. Review sick leave report form for accuracy and completeness.
 - b. Sign approval if sick leave report usage meets all City personnel rules, Departmental rules and Contract provisions.
 - c. Forward to Office of the Chief for administrative processing.
 5. Employee: Upon return from sick leave, report to your immediate Commander/Supervisor and provide documentation of sick leave usage when required (see paragraph "B" of this Directive).

B. Sick Leave Abuse.

1. Definition.
 - a. Sick leave abuse will be any incident AFTER the sixth (6th) incident used during any calendar year.
 1. If the employee uses a 7th incident, and for any incident during the 6 months following it, the employee may be sent to the City Physician at the City's expense.
 2. If the end of the calendar year passes during this 6 month period, those incidents after January 1st will count as incidents for the new year, and doctor's slips will be required for the 6 months following the 6th incident from the previous year.
 - b. An "incident" is any hour, combination of hours on the same work day, one work day, or any number of consecutive work days.
 1. Consecutive work days used before AND after regularly scheduled days off will count as only one (1) incident.

2. Duty related injuries, absences for which a doctor's excuse are submitted, and the use of sick time to attend a doctor's appointment with a doctor's slip while on duty will not count as an incident.
2. Procedure for Identifying Abusers / Implementing Policy.
 - a. The clerk or secretary assigned to keep the monthly "Time Off Book" will notify the Chief's Office when an employee uses his 6th incident of the calendar year.
 - b. The clerk or secretary will notify the Personnel Officer who will, in turn, notify the employee's Division Commander that the sick leave policy for that employee is to be adhered to for the remainder of the calendar year.
 - c. If the employee uses a 7th incident, he/she may be sent to the City Physician at the City's expense to obtain a sick slip, and the matter turned over to Internal Affairs. The Internal Affairs Officer will investigate the sick time usage to determine if abuse is present.
 - d. Any employee who is suspected of sick leave abuse, either by excessive absenteeism or exhibition of a pattern of abuse may be investigated by I.A. for being in violation of section PS.04, Unsatisfactory Performance, of the Police Manual.
 - e. If an employee has used their seventh incident for the year, and for any incident after the documented seventh incident, a supervisor will make a physical visit to the place of confinement listed for the employee to check on the wellness of the employee and for adherence to this standard by that employee should the employee call in sick again.
 - f. A supervisor may make a physical visit to the place of confinement of any employee who has called in sick if there is a reason to suspect abuse of the policy. This includes employees who have not violated the sick abuse policy of six, sick incidents.
 - g. The Personnel Officer will monitor possible patterns of sick abuse by examining the personnel leave roster bi-monthly to ascertain if any employee is exhibiting a pattern of possible sick leave abuse.
3. Appeal process - Request to waive the Abuse Policy.
 - a. An employee may appeal to have their sick incidents for extenuating circumstances, (ie: long term illness, debilitating illness, etc.), set aside or invalidated at the discretion of Human Resources.
 - b. The employee wishing to appeal the Abuse Policy must apply through Human Resources for Family Medical Leave papers. After the employee and their doctor fill them out, the papers are to be returned to the Human Resources Office.
 - c. The appeal process is only granted with the Family Medical Leave being authorized through the Human Resource Office. Any medical sick leave used in accordance with F.M.L.A. will not count as an incident.

C. Military Leave.

1. Employee:
 - a. Any excused active duty: "Annual Training" (AT), "Active Duty for Training" (ADT), "Additional Duty Special Work" (ADSW), etc., submit "Leave of Absence Request" pink form as soon as possible to immediate Commander/Supervisor.
 - b. Upon receiving your military written orders submit hard copy of the orders to immediate Commander / Supervisor to be later attached to the pink "Leave of Absence Request".
 - c. For "Inactive Duty for Training" (IDT) or monthly obligation(s) submit your Unit's calendar schedule as soon as possible.
 - d. During the year if there are changes in any of the dates, it is the employee's responsibility to notify their Commander/Supervisor of those changes.
 - e. In determining the annual 30 day allotment for employees affected, the calendar year will be used.
2. Immediate Commander/Supervisor:
 - a. Review request form for accuracy and completeness.
 - b. Sign and forward request form to Division Commander.
3. Division Commander:
 - a. Review request form for accuracy and completeness.
 - b. Sign and return approved request form to immediate Commander/Supervisor.
4. Immediate Commander/Supervisor:
 - a. Forward approved request form to Office of the Chief along with daily schedule for Administrative processing.

D. Funeral Leave.

1. Employee:
 - a. Complete Leave of Absence Request Form.
 - b. Forward to immediate Commander/Supervisor for approval.
2. Immediate Commander/Supervisor:
 - a. Review request form for accuracy and completeness.
 - b. Sign approval if request meets Departmental needs, City Personnel rules and Contract provisions.
 - c. Process request with daily work schedule.
3. Division Commander:
 - a. Review request for accuracy and completeness.
 - b. Sign approval if request meets Departmental needs, City Personnel rules and Contract provisions.
 - c. Forward to Office of the Chief for Administrative processing.

E. Convention/Conference Leave.

1. Employee:
 - a. Complete Leave of Absence Request Form.
 - b. Forward to immediate Commander/Supervisor for approval.
2. Immediate Commander/Supervisor:
 - a. Review request form for accuracy and completeness.

- b. Sign approval if request meets Departmental needs, City Personnel rules and Contract provisions.
- c. Forward request form to Division Commander.
- 3. Division Commander:
 - a. Review request form for accuracy and completeness.
 - b. Sign approval if request meets Departmental needs, City Personnel rules and Contract provisions.
 - c. Return approved/disapproved request form to immediate Commander/Supervisor.
- 4. Immediate Commander/Supervisor:
 - a. Forward approved request form to Office of the Chief along with daily schedule for administrative processing.

F. Maternity Leave.

- 1. Employee:
 - a. Complete Leave of Absence Request Form. NOTE: Attach a letter of request from attending physician denoting length of leave and justification.
 - b. Forward to immediate commander/supervisor for approval.
- 2. Immediate Commander/Supervisor:
 - a. Review request form for accuracy and completeness.
 - b. Sign approval if request meets Departmental needs, City Personnel rules and Contract provisions.
 - c. Forward request form to Division Commander.
- 3. Division Commander:
 - a. Review request form for accuracy and completeness.
 - b. Sign approval if request meets Departmental needs, City Personnel rules and Contract provisions.
 - c. Return approved/disapproved request form to immediate Commander/Supervisor.
- 4. Immediate Commander/Supervisor: Forward approved request form to Office of the Chief along with daily schedule for administrative processing.
- 5. Office of the Chief: Forwards the request to Human Resources for processing for FMLA leave.

G. Jury Leave.

- 1. Employee:
 - a. Complete Leave of Absence Request Form. Note: Attach copy of Jury notice.
 - b. Forward to immediate Commander/Supervisor for approval.
- 2. Immediate Commander/Supervisor:
 - a. Review request form for accuracy and completeness.
 - b. Sign approval if request meets Departmental needs, City Personnel rules and Contract provisions.
 - c. Process request with daily work schedule.
- 3. Division Commander:
 - a. Review request form for accuracy and completeness.

- b. Sign approval if request meets Departmental needs, City Personnel rules and Contract provisions.
- c. Forward to the Office of the Chief for administrative processing.

H. Discretionary Leave.

- 1. Employee:
 - a. Complete Leave of Absence Request Form. NOTE: Attach signed letter containing all pertinent information relative to request, i.e., reason, purpose to be served, length of leave, where employee can be contacted, etc.
 - b. Forward to Immediate Supervisor/Command Officer for approval.
- 2. Immediate Commander/Supervisor:
 - a. Review request form for accuracy and completeness.
 - b. Sign approval if request meets Departmental needs, City Personnel rules, and Contract provisions.
 - c. Forward request form to Division Commander.
- 3. Division Commander:
 - a. Review request form for accuracy and completeness.
 - b. Sign approval if request meets Departmental needs, City Personnel rules and Contract provisions.
 - c. Forward approved request form to Office of the Chief for administrative review and approval by the Chief and the City Administrator.
- 4. Office of the Chief will make written notification of approval or disapproval to requesting employee.

I. Vacation/Holiday/Comp Time Usage. For an employee to use accrued vacation or holiday time the time must have been earned by the date it will be used.

- 1. Employee: It is **the employee's** responsibility to manage this time.
 - a. Complete Vacation/Holiday/Comp Time Request Form.
 - b. List the appropriate leave time balance on the request.
 - c. Forward to immediate Commander/Supervisor for approval.
- 2. Immediate Commander/Supervisor:
 - a. Review request form for accuracy and completeness (including time balance).
 - b. Endorse slip as approved or denied, after assuring it meets Departmental needs, City Personnel rules and Contract provisions.
 - c. Make photocopy of the request slip and give copy to employee.
 - d. If request is approved, process the daily worksheet attaching it to same.
 - e. If the request is denied, retain a copy of the slip in the Unit's scheduling book and send a copy to the Chief's Office with the daily worksheet.
 - f. If an employee makes an inquiry or a request, either verbally or in writing, for an accrued day off and is denied, the Supervisor of that employee will make note in the Unit's scheduling book for that date that the employee has made a request for the day off and was denied. If that employee then later calls in sick for that requested day, the

Supervisor of that Unit will make a physical visit to that place of confinement listed for that employee to check on the employee's wellness and for adherence to this standard for the appropriate use of sick time. This applies to units/bureaus/shifts where minimum staffing is applicable

3. Division Commander:
 - a. Review request form for accuracy and completeness.
 - b. Sign slip whether it was approved or denied.
 - c. Forward to the Office of the Chief for administrative processing.
 4. Chief's Office. Upon receipt of a denied request, detach it from the daily worksheet and forward to the Personnel Officer.
 5. Special provisions for **Compensatory Time**: For an employee to use accrued compensatory time the time must have been earned **by the date the request is submitted**. An employee cannot anticipatorily use comp time.
 - a. If a person is rejected for time off, they may submit a request for the use of accrued comp time up to 21 days from the date of the day being requested.
 - b. This comp time request will be approved by backfilling the slot with overtime.
 - c. Management will make a good faith effort to post the overtime opportunity at least ten (10) days before the date of the opening.
 - d. Management will make a good faith effort to notify anyone who has to be drafted to backfill the open slot due to this comp time request a minimum of three (3) days before the date of the overtime.
 - e. The approval for the special comp time's request will be limited to one sergeant and two UPPO members per patrol shift or one UPPO member in all other bureaus or divisions.
 - f. The backfilling of any positions to cover this comp time will be done at the standard time and a half rate with compensation being restricted to cash only pay, no comp time will be approved to cover these comp time requests.
- J. Duty Time for Doctor's Appointments.** Whenever an employee must leave during normal working hours to honor a non job-related doctor, dentist, etc. type of appointment, the employee must use accrued sick, vacation, holiday or comp time to cover absence from work. The employee must provide a doctor's slip to prevent the absence from being counted as a "sick incident."
- K. Miscellaneous.** It should be noted that there are differences in the AFSME and U.P.P. contract. These differences should be noted in application of this standard.

Michael R. Bladel
CHIEF OF POLICE

APPENDIX K

GENERAL ORDER 0531
Tuition Reimbursement



APPENDIX K



Title: Tuition Reimbursement			Number: 0531
Date Issued: 1 December 2002	Date Effective: 1 January 2003	Cancels 0531 of 3-1-91	Page(s) 2
CALEA Standards:			Review:

- I. **PURPOSE:** To establish guidelines in conjunction with City Administrative Policy and the Union contract regarding applying for, and receiving, tuition reimbursement.
- II. **PROCEDURE:**
- A. The Union contract refers to any Department General Order (or Divisional Directive) concerning tuition reimbursement.
- B. City Administrative Policy No. 2.4 establishes the proper qualifications and procedures for obtaining this benefit.
1. Reimbursement will be given for approved college credit courses only.
 - a. Approved courses may include correspondence courses.
 - b. All courses must be offered by a recognized school.
 2. Courses of study must bear a direct relationship to law enforcement under the topics outlined in DPD Manual #0508, Educational Incentive.
 3. The amount of reimbursement, which covers tuition and other fees specifically charged by the school for the approved course, will be outlined in the current contract for bargaining employees, and in the City Administrative Policy for non-bargaining employees.
 4. The employee must obtain approval from the Chief of Police and the Director of Personnel in advance of enrollment or the reimbursement request will be denied.
 5. The tuition reimbursement request form will be completed and turned into the Chief's Office for approval.
 - a. The Department's Personnel Officer will ascertain that the course(s) fall into the category mentioned above.
 - b. After the Chief approves the request, it will be sent to the Director of Personnel for approval.
 - c. The employee will be notified of the approval from the Personnel Office via the Chief's Office.

APPENDIX K – Cont.

GENERAL ORDER 0531
Tuition Reimbursement

APPENDIX K - Cont.

- d. The employee must keep the approved request and submit it back to the Chief's Office upon completion of the course.
 1. A receipt and copy of the course grade(s) must accompany this request.
 2. Reimbursement will be made only after the employee submits certification that the course was completed with a passing grade.
- e. The Chief's Office will submit the request and receipt to the Finance Department who will write the reimbursement check to the employee.
6. If an employee is eligible for State or Federal assistance, or other scholarships or grants, City reimbursement will supplement such assistance up to the annual maximum amounts. In no case will the combined total received from the City and any other source exceed the actual expenses incurred.
7. An employee who terminates voluntarily, forfeits any reimbursement for approved course(s) not completed at the time of termination. An employee who terminates involuntarily while taking approved course(s) will be reimbursed as an active employee provided the course(s) are successfully completed within 6 months of termination.

Michael R. Bladel
CHIEF OF POLICE

APPENDIX L

DELETED

APPENDIX M

GENERAL ORDER 0510
Semi Annual Shift Pick Policy

Employees shall be allowed to select the shifts on which they will work subject to the following:

- (a) Employees shall express their shift preference twice per year and shall be assigned to shifts based upon the staffing requirements established by the City and the seniority of the employees pursuant to Departmental General Order No. 27.
- (b) The City may move an employee from the shift to which his seniority would otherwise entitle him if the City can establish that said employee requires specialized training, remediation, supervision; or other necessary hardship (limited to thirty days, subject to re-evaluation), or ADA accommodation. Other employees may be involuntarily displaced from their shift by reason of such a move in the event that all shift employees have refused to voluntarily fill the vacancy.

For the City

For the Union

Date

Date

APPENDIX N

DEPARTMENTAL GENERAL ORDER NO. GO.27
Shift Pick Policy (#0510)



Title: Semi-Annual Shift Pick Policy			Number: 0510
Date Issued: 1 September 2002	Date Effective: 1 October 2002	Cancels 0510 of 2-20-94	Page(s) 2
CALEA Standards:			Review:

I. **PURPOSE:** This policy is established to formalize the semi-annual patrol shift pick process.

II. **PROCEDURE:**

A. Shift Composition Priorities

1. Effective and efficient work.
2. Field Training Officer Program success.
3. Quality Evidence Technician work.

B. Rank/Specialty Examples

1. Ranks
 - a. Patrol Officer
 - b. Corporal
 - c. Sergeant
 - d. Lieutenant
2. Specialty positions
 - a. Field Training officers
 - b. Evidence Technicians
 - c. K-9 Officers
 - d. Communication Training Clerks

C. Process

1. Specialty Positions
 - a. A list of officers/clerks considered having the training, experience, work performance, and motivation for each specialty position will be supplied at the time the shift pick forms are sent out.
 - b. The lists will be determined by the coordinator/supervisor of each specialty group in consultation with Patrol Command.
2. Time Frame

- a. Specialty position lists and shift pick request forms sent out approximately one and one half months before new shifts are effective.
 - b. Shift pick request forms returned within two weeks.
 - c. New shift lists will be posted a minimum of two weeks before the effective date.
3. Shift Pick Criteria
- a. The “base criteria” used for the “make-up” of the shifts will be seniority in rank or specialty position.
 - b. Specialty position seniority will be determined by seniority in grade or rank, and not by how long the employee has been in the specialty position.
 - c. All employees with less than one year service will be assigned as necessary.
 - d. Lieutenants will be assigned as necessary by the Division Commander in consultation with the Chief of Police.

Michael R. Bladel
CHIEF OF POLICE

APPENDIX O

DELETED

APPENDIX P

UNIFORM SAFETY ITEMS

Bike Patrol

Helmet
Riding Glasses (Impact resistant) (Up to \$20)

Motorcycle

Helmet
Boots
Riding Glasses (Impact resistant) (Up to \$20)

Evidence Technician

Goggles for lab
Gloves for lab
Respirator or proper ventilation to be determined

Arson Investigator

Helmet
Turn out gear (raincoat & pants)
Boots
Thermal Gloves
Goggles

EST

Helmet
Goggles (Shatterproof)
Knee Pads
Elbow Pads
Gas Mask
Canteen

APPENDIX Q

DELETED

APPENDIX R

DELETED

APPENDIX S

DELETED

APPENDIX T
MEMORANDUM OF UNDERSTANDING
OVERTIME DISTRIBUTION

For the duration of this labor agreement, the parties agree to implement the following procedure for distributing overtime.

Philosophy

Overtime shall be distributed among all Union employees in an equitable manner. The last person to work or refuse overtime would be the last person to whom overtime would be offered. The offering of overtime and call back pay to employees shall not be limited by rank or pay grade but shall be restricted to those employees who are qualified to perform the work available.

General Rules

The City shall establish a voluntary overtime list(s) of all personnel, which shall be based upon contact dates and updated with each use by noting the date and time of each contact and attempted contact and the hours worked. Employees who wish to either add their name or remove their name from the list(s), shall notify the Chief's designee no later than the 20th day of the month prior to the month in which they wish to make the change. Employees who add their name to the list(s) shall have their name placed on the bottom of the list(s) at the beginning of the month. Such updated list(s) shall be posted monthly.

Overtime and call back shall be scheduled as soon as the need for it is known or should have been known in order that employees can be contacted while at work. The City shall make a reasonable effort to contact as many employees as possible before mandatory overtime is invoked. Overtime should not result in an employee working more than twelve consecutive hours except in an emergency or the unanticipated need for special services.

The order of the initial sign up list(s) shall be determined by seniority. Employees shall be offered overtime and call back based on their position on the list(s). Employees who refuse overtime shall be moved to the bottom of the list(s). If employees cannot be contacted, they will maintain their position on the list(s).

Employees on paid leave (vacation, holiday) are eligible for voluntary call back. Compensatory time is not considered paid leave.

SCHEDULED EVENTS

Scheduled events for which needs are known at least 7 days in advance: Events for which needs are known at least 7 days in advance such as annual parades, other community events or special enforcements and special details. The work list shall be posted at least 96 hours prior to the event. Individuals who have overtime for recurring annual events during the 12 months prior to 08/31/01, shall have the opportunity to continue to work those events. If a grandfathered individual declines to work the event, the individual's right to work the event no longer prevails, and openings will be filled from the overtime list(s).

Snow removal: The provisions of this agreement shall apply for overtime for scheduled snow removal for which 72-hour advance notice is available.

APPENDIX T – Cont.
MEMORANDUM OF UNDERSTANDING
OVERTIME DISTRIBUTION

Overtime that requires specialized training may be filled by persons possessing the specialized skills. Staffing needs beyond personnel with specialized skills, shall be filled from the established overtime list(s). The person in charge of the detail has the right to request an exemption from the use of the list(s) by speaking with a management representative and a member of the Union Executive Board.

PATROL STAFFING

At least 30-days notice: Overtime needs on the patrol shifts which are not reoccurring but where the need is known at least 30-days in advance.

Less than 30-days notice: Overtime needs which arise in less than 30-days in advance of the need. The provisions of this memorandum shall not apply to overtime needs with less than 30-days advance notice and the lists will not be utilized. Instead, pursuant to current practice, overtime may first be offered to employees of that shift who would be available for a full 8 hours. Next, the first four hours may be offered to those employees who are at work on the shift going off duty and the second four hours to those employees who would be coming on duty on the following shift.

APPENDIX T – Cont.
MEMORANDUM OF UNDERSTANDING
OVERTIME DISTRIBUTION

Less than 30-days notice: The provisions of this memorandum shall not apply to overtime needs with less than 30-days advance notice and this list will not be utilized.

The *voluntary call-in book* will be kept in the Station Supervisor's office maintained by the Union Board. It is the employee's responsibility to sign up for their availability to work overtime for their assigned shift on their days off on a monthly basis not to exceed 29 days. Employee needs to sign up on available dates with name, serial number, current shift assignment, and contact numbers. The employee will be contacted by seniority.

Full shift, with more than 24 hours notice:

- Overtime shall first be offered to **employees of that shift** who would be available for a full shift who have voluntarily signed up.
- Overtime shall be offered to **employees of that shift** through briefing.
- Overtime shall be continued being offered to **employees of that shift** at briefings until less than 24 hours notice.

Full shift, less than 24 hours notice, but more than 8 hours notice:

- Overtime shall first be offered to **employees of that shift** who would be available for a full shift who have voluntarily signed up.
- Next, the first four hours shall be offered to those employees based on seniority who are at work on the shift going off duty and the second four hours to those employees based on seniority who would be coming on duty on the following shift.
- Overtime will then be offered to all available employees within that Division.
- Overtime will then be forced pursuant to current practice.

Less than 8 hours notice:

- The first four hours shall be offered to those employees based on seniority who are at work on the shift going off duty and the second four hours to those employees based on seniority who would be coming on duty on the following shift.
- Overtime will then be offered to anyone already signed up in the *voluntary call-in book*.
- Overtime will then be offered to all eligible employees within the Department.
- Overtime will then be forced pursuant to current practice.

Effective December 28, 2006.


APPENDIX U
MEMORANDUM OF UNDERSTANDING
LEAVE PAYOUTS UPON SEPARATION

Sick, Holiday and Compensatory Leave Rights in Case of Separation:

Any employee who is separated from employment with the City for any reason shall be paid for any unused sick, holiday and compensatory leave at the time of separation, and at his hourly rate at the time of separation. Eligibility for pay for accumulated sick leave will be in accordance with Section 12.6 of this agreement.

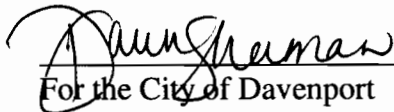
- 1) A one time payment of the full amount; or,
- 2) Annual payments up to five years. Payments will be provided with the first pay roll in January of each year.
- 3) If death would occur during the utilization of option 2, the balance remaining will be paid to the appropriate beneficiary.

Payout elections must be submitted in writing to the Payroll Manager prior to the employee's last day of employment. If no election is received, all eligible leave time will be paid out on the employee's final regular pay check.



For the Union

4-27-10
Date




For the City of Davenport

4-27-2010
Date

Appendix U
Addition to Allowance for Personal Items

Addition to section 8.7

6) Shotgun . . . \$250.00

 02-22-11
Management Representative Date

 2-22-11
Union Representative Date