

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

JULY 1, 2023 – JUNE 30, 2027

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AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2023 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 police officers, corporals and sergeants, but excluding the Chief of Police, Majors, Captains, and Lieutenants along with all other City employees excluded under the Iowa Public Employment Relations 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 the Iowa 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 amended rule or regulation shall be provided to a duly elected official of the Union, and 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 or General Orders.

ARTICLE III
DEDUCTION OF UNION DUES

Section 3.1. Dues Checkoff Elimination.

Due to Iowa Code, the City is not permitted to collect dues on behalf of the Union of Professional Police, Inc.

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 ten (10) business days of receipt of the answer of the 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 ten (10) 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. 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 within five (5) business days of receipt of the panel of five (5) arbitrators. The first strike shall occur within twenty-four (24) hours of the flip of the coin, the second strike shall occur within twenty-four (24) hours of the first strike, the third strike shall occur within twenty-four (24) hours of the second strike, and the fourth strike shall occur within twenty-four (24) hours of the third strike. Said twenty-four (24) hour period shall both begin and end on a business day during normal business hours. . 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 to be sent within two (2) business days of the determination of the arbitrator, 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 4.2.

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 during 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 Iowa Code Chapter 400.

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 Iowa Code Chapter 400.

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 paid 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. Employees shall be entitled to an additional thirty (30) minutes of paid break time if they are held over from their regularly scheduled shift or called in early for their regularly scheduled shift, and required to work three hours or more. The break shall be taken during those three hours. 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, (excluding downtown snow removal), 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.

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.

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.). 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 overtime rate per Section 7.3(a) 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 per Section 7.3(a) 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 by a Court of law and properly served. 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-six (86) 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-three (43) 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 10 days on City email and 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 an electronic transfer request via the employee intranet.

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), Emergency Services Team (EST), Bomb Squad, and the Traffic Safety Unit who are placed on an "on-call" status and required to carry a designated department cellular telephone, shall be credited with eight (8) 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.

Section 7.14. Shift Picks.

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 Article VI – Seniority and Department General Orders.

(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, 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.

**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
7/1/2023	3.5%
1/1/2024	3.5%
7/1/2025	3.5%
7/1/2026	3.5%

Section 8.2. Promotions.

If an employee is promoted to the rank of Corporal, he shall begin receiving, upon the effective date of promotion, a five percent (5%) increase to the salary rate applicable as reflected in Appendix C. Beginning July 1, 2023, if an employee is promoted to the rank of Sergeant, he shall begin receiving, upon the effective date of promotion, a ten percent (10%) increase to the salary rate applicable as reflected in Appendix C.

Section 8.3. Step Increases and Longevity Lump Sum Payment.

Effective July 1, 2023, longevity shall be removed from the salary schedule, and the salary schedule shown in Appendix C shall be implemented. Step increases shall be awarded to employees annually on January 1 in accordance with Appendix C, excluding probationary employees. Probationary employees shall be eligible for a step increase upon successful completion of their probationary period and then shall be eligible for annual step increases on January 1 thereafter, in accordance with this Section and Appendix C.

Employees who have 25 years or more of service in a sworn position as of February 1 in a given year shall receive 2.0% in a one-time lump sum payment each year based on their current salaries as shown in Appendix C. This shall be payable in the first pay period in March.

Section 8.4. Group Insurance.

The City shall contribute to the cost of single employee and dependent coverage for the insurance plans provided herein. The employee shall make the following contributions each month based on the table below:

Effective Date	Single	Employee +1	Family
1/1/2023	\$37.23	\$64.71	\$93.08
1/1/2024	\$37.23	\$64.71	\$93.08
1/1/2025	\$39.09	\$67.95	\$97.73
1/1/2026	\$39.09	\$67.95	\$97.73
1/1/2027	\$39.09	\$67.95	\$97.73

Hearing aids will be covered, subject to co-insurance (90% in-network, 70% out-of-network, up to \$3,000 every five years)

(a) Health Insurance.

The City will continue the current health insurance plan for all Union employees and their eligible dependents. Also, in accordance with these changes, the City shall provide single employee coverage and eligible dependent coverage for those electing same for out-patient Diagnostic, X-ray and Laboratory (DXL) insurance and prescription insurance. The health insurance plan shall be a Directed PPO with a 90/10 co-insurance within the PPO and a 70/30 co-insurance 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 ensuring that coverage and service are substantially the same as which is being provided under the 1999 – 2000 contract.

The health insurance plan shall include a Three Tier prescription plan. Tier I prescriptions will be subject to a five dollar (\$5.00) copay, Tier II will be subject to a twenty dollar (\$20.00) copay, and Tier III will be subject to a forty dollar (\$40.00) copay. Effective January 1, 2024, Tier I prescriptions will remain subject to a five dollar (\$5.00) copay, Tier II will be subject to a twenty-five dollar (\$25.00) copay, and Tier III will be subject to a forty-five dollar (\$45.00) copay. An optional mail order plan is available for Prescription maintenance drugs at 2x the monthly copay for a 90 day supply. The prescription copayment is not a covered expense under major medical. Medications considered preventative under applicable federal law shall be covered at 100% and not subject to a copay.

Chiropractic care shall be subject to the following limitation: after initial charges totaling \$1,500.00 per insured person per calendar year, all claims for additional chiropractic services shall be reviewed for medical necessity. The plan includes a fifteen dollar (\$15.00) copay. This fee will track towards the out-of-pocket maximum.

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.

Corrective vision surgery will be covered at a 50% co-insurance under the medical insurance plan. Additional details are provided in the Summary Plan Document.

Coverage for eligible dependents will be provided in accordance with applicable state law.

Health and major medical coverage is more specifically described in the Summary Plan Document available from the Human Resources Department.

Deductibles will be \$250.00 individual and \$500.00 for family per calendar year.

The maximum out of pocket will be \$1,000.00 per individual in-network and \$2,000.00 per individual out-of-network per calendar year; The maximum out of pocket will be \$2,000.00 per family in-network and \$4,000.00 per family out-of-network per calendar year. The out of pocket maximums include deductibles and will be tracked concurrently.

Pursuant to federal law, there shall be no lifetime maximum.

(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. Effective January 1, 2024, the City will provide each employee life insurance coverage in the minimum amount of twenty thousand dollars (\$20,000.00) or two 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.

(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. 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 per calendar year. 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 two thousand five hundred dollars (\$2,500.00) per member per year. Effective January 1, 2024, the contract maximum per member per calendar year will be three thousand dollars (\$3,000.00).

(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 one hundred percent (100%) U.C.R. coverage for a visual eye exam and an additional maximum of \$350 per insured per calendar year as vision care benefit. The maximum amount includes lenses, contact lenses, frames, prescription sunglasses or other related charges with usage rules eliminated. Effective January 1, 2024, the maximum amount per insured per calendar year will be four hundred dollars (\$400.00). In addition, the City shall increase the benefit for employees by twenty-five dollars (\$25.00) for prescription safety lenses.

(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.

(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 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.

(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.

(k) Health Care Containment Committee

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, vision 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 Date	Allowance Amount
1/1/2024	\$1,300
1/1/2025	\$1,400
1/1/2026	\$1,400
1/1/2027	\$1,500

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 (\$100.00), newly assigned motorcycle officers will receive six hundred fifty dollars (\$650.00) and the newly assigned bicycle patrol officers will receive two hundred fifty dollars (\$250.00), newly assigned members of the Emergency Services Team (EST) will receive one thousand one hundred dollars (\$1,100.00) and newly assigned members of the Quad City Bomb Squad will receive one thousand dollars (\$1,000.00) as a one-time lump sum payment payable upon the commencement of such assignment 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). In the event an employee separates from the assignment and is later reassigned to the same role, the employee will be eligible for the allowance so long as the separation was for a period of three or more years.

Uniform clothing (including clothing worn on duty by plain clothes or special assignment officers), articles, or any article listed on Davenport Police Department Officer 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.

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 in Department General Orders, 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.

The City will make available to employees combat medical supplies as needed at no cost to the employee. Combat medical supplies shall include shears, compression bandages, and tourniquets.

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 Davenport Police Department Officer Inspection Form, 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) Dentures.....	100%
2) Glasses	100%
3) Watches	\$100.00
4) Flashlights	\$200.00
5) Urban Rifle.....	\$1,500.00
6) Shotgun	\$500.00
7) Cell Phone	\$200.00

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. 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.

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, 2023, pursuant to the following table:

Minimum of 30 hours.....	\$400.00
A.A. and A.S. Degrees	\$1,100.00
B.A. and B.S. Degrees	\$1,500.00
M.A. and M.S. Degrees	\$1,900.00

Section 8.10. Tuition Reimbursement.

Employees will be reimbursed up to a maximum of four thousand dollars (\$4,000.00) 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 and City Administrative Policy Approval shall not be unreasonably denied.

Section 8.11. Shift Differential.

The following scheduled percentages of the step 2 police officer hourly rate shall be used to calculate the shift differential for employees regularly assigned to work the various shifts:

- Second Shift2.5%
- Third Shift.....3.0%

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 9:44 PM; Third shift commences between the hours of 9:45 PM and 5:59 AM. 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 overtime rate of pay pursuant to Section 7.3(a). 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) will be paid an additional 7.0% above their regular rate of pay for the period of such training assignments and 2.0% 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 compensation.

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 6.0% 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 compensation.

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, Tactical Operations Bureau officers (TOB), Traffic Safety Unit officers (TSU), Training Bureau, Computer Forensic Officer, Certified Instructors at In-Service Training (CPR, Active Countermeasures, Firearms), MEG, HIDE, Community Impact Team (CIT), and Federal Task Force. 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 5.0% on an individual's annual income. The City's 5% contribution will be based on the same calculations currently being used to determine the individual's 1% contribution. The City 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 and as approved by the City. 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 5.0% and the remaining contribution will be considered the individual's contribution.

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, 2023, the City will contribute to an individual plan four percent (4.0%) of the individual's annual income as defined by all regular and overtime hours worked. Effective July 1, 2025, the City will contribute to an individual plan five percent (5.0%) of the individual's annual income as defined by all regular and overtime hours worked.

Section 8.18. Fitness Program.

An employee may volunteer to participate in this program. All volunteers will be required to participate in & complete all steps of the program to receive a five hundred dollar (\$500.00) incentive. In addition, employees will receive an additional incentive of seven hundred dollars (\$700.00) for passing all steps of the program.

All testing will commence in August of each year. If an employee does not pass any portion of the Fitness Assessment, they will have until January 31 to retest. If they do not pass the Fitness Assessment, no additional incentive will be given; however, no adverse employment action will be taken. Incentives will be paid the second pay period in February. Employees who have completed the Fitness Assessment but leave employment prior to the second pay period in February must request payment in writing to the Human Resources Director prior to their last day in order to receive the incentives outlined above.

Section 8.19. Hazardous Duty Pay.

EST, Crisis Negotiators, and Bomb Squad members shall be paid 6.0% above their regular rate of pay when called out for a unit response or when attending scheduled unit training. There shall be no pyramiding of these supplemental pay increments.

Section 8.20. Critical Demand Incentive.

Employees shall receive an annual 1.5% incentive based on their current salaries as shown in Appendix C. Payments will be dispersed in a one-time lump sum payment in the first pay period in February. This provision will sunset on June 30, 2027.

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 "A").

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

BLS CONSUMER PRICE INDEX	EXAMPLE ONLY 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	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence 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.

Employees using forty-three (43) 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.

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 or eight and one-half hours (8 ½) for those who are regularly assigned to a 5-2, 5-3 schedule. 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 ensure 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 their overtime rate of pay pursuant to Section 7.3(a) rate of pay, and in addition shall accumulate hour per hour holiday time off for all such hours worked. Such holiday time off shall be granted as set forth in Section 10.2(a).

(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 their overtime rate of pay pursuant to Section 7.3(a) for all hours worked plus employee will accumulate hour per hour holiday time off for all such hours worked. The provisions of Section 7.4 shall apply.

(d) When an employee is required to work past the end of his shift subject to Section 7.2 and those "hold over" hours take place on a holiday, that employee shall be paid at his overtime rate of pay pursuant to Section 7.3(a) for all "holdover" hours worked plus employee will accumulate hour per hour holiday time off for all such hours worked. When an employee's shift starts on a holiday and ends the following day and that employee is "held over" past the end of his shift, that employee will not accumulate holiday time for "holdover" hours worked.

- (1) Example: Third shift officer begins work at 10:30 PM on July 3rd, and his shift ends at 6:30 AM on July 4th. He then "holds over" until 11:00 AM on July 4th. That officer would be paid pursuant to Section 7.3(a) rate of pay and accumulate hour per hour holiday time off for the additional "holdover" hours worked.
- (2) Example: Third shift officer begins work at 10:30 PM on July 4th, and his shift ends at 6:30 AM. He then "holds over" until 11:00 AM on July 5th. That officer would not accumulate hour per hour holiday time off for the additional "holdover" hours worked.

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 Department General Orders.

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
1-5	80 Hours
6-11	120 Hours
12-17	160 Hours
18-23	200 Hours
24 & over	240 Hours

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.

An employee shall receive vacation pay for each hour used at his regular straight-time hourly rate at the time vacation leave is used.

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 based on date of hire with the Department. 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 ensure 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 four (4) 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 or designee; consent shall not be unreasonably withheld.

**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 and administered in accordance with applicable law.

Section 12.3. Maternity/Paternity 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/paternity leave commences, such leave shall be administered under the Family and Medical Leave Act and the rules and regulations promulgated under said legislation.

(d) Leave granted under this section will count toward an employee's total eligibility for leave under the Family and Medical Leave Act and the rules and regulations promulgated under said legislation.

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) Officers shall accrue one hundred twenty (120) hours per year on a biweekly basis, 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 General Orders 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 General Orders shall apply to the extent of actual abuse of sick leave.

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

(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, daughter, step-child, or 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.
- (7) Sick leave may be used for any other illness or injury that would qualify an individual to obtain leave under the Family Medical Leave Act.

Section 12.6. Pay for Accumulated Sick Leave.

Employees 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, sister-in-law, brother-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 General Orders and City Administrative Policies 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 Department General Order governing employee rights shall remain in effect for the duration of the Agreement.

Section 13.4. Evaluation Procedures.

Evaluations shall be conducted annually pursuant to Department General Orders. 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 or court order, 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 Health and Safety 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 Health and Safety 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 the Health and Safety 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.

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. This Section does not apply to investigatory files unless the Police Officer Bill of Rights applies

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. Light Duty Injury/Illness.

(a) Light duty assignments will be provided if available to employees who suffer 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 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).

(b) An 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, however 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 14.11. Payout.

All accrued pay and benefits, including accumulated vacation, holiday and compensatory time shall be paid either to the employee upon the termination of employment or upon the employee's death, to his heirs, next of kin, or designated beneficiary, if applicable, in a one-time lump sum payment.

Section 14.12. 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 devices prescribed by law or by the Health and Safety Committee as approved by the City.

(b) A cooperative Health and Safety Committee shall be established and consist of not more than three (3) representatives from management and three (3) representatives from the Union membership. 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 that is reasonably possible. The Chairman shall ensure 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 investigations into accidents, injuries, illness or death.

(c) To ensure 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 Health and 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. Section 7.4 of this agreement will not apply to this provision.

Section 14.13. Residency.

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

Section 14.14. 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 or by a mutually agreed upon time. 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. Section 7.4 of this Agreement will not apply to this provision.

Section 14.15. 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, Davenport Police Association, and Davenport Fraternal Order of Police 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 or designee.

Section 15.2. Negotiation Time.

Members of the Union's bargaining 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. An officer who is otherwise scheduled to report for work during the twenty-four (24) hour period in which a negotiation session is scheduled shall be allowed to attend that session and said negotiation session shall be considered his regular duty day. Members of the Union's bargaining committee 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 staffing" general order. In the event that such session is less than two (2) hours in duration, the employee will report for assigned shifts for the balance of their regularly scheduled shift.

Section 15.3. Use of City Facilities by Union.

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

Section 15.4. Conventions and Conferences.

Each elected and appointed Association delegate who attends the Iowa State Police Conference and/or Iowa Association of Women Police Conference and/or Fraternal Order of Police National Conference shall be granted up to three (3) paid days to attend. Employees will only be paid for the three days of attendance when they coincide with their regularly scheduled work day. The number of paid days may be extended in the discretion of the Chief of Police. The number of elected and appointed association delegates shall not exceed the number of delegates authorized by the Iowa State Police Association. 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.

A Union member elected to an office in the three organizations above, 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/Union 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, conflict with satisfactory or impartial performance of duties as a police officer for the City, or conflict with Department General Orders.

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 regarding such action as if he/ she were on duty. An employee not engaged in off-duty employment when he/she takes such action shall be reimbursed for personal items damaged during the course of said police action. 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 an off-duty employer during these periods. Personal items damaged during these off-duty actions will be treated as though the action were taken on duty, excluding 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 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 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 are provided 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.

To ensure 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 Human Resources Department will review the results of promotional examinations with employee(s) requesting same. Any examination review requests shall be submitted to the Human Resources Department and will be conducted in accordance with Civil Service Commission Rules and Regulations.

**ARTICLE XIX
SAVINGS CLAUSE**

None of the foregoing shall be construed as permitting 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, arbitration decision 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 policy providing coverage in the amount of an additional one million dollars. Further, the City shall fully indemnify and hold harmless 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 the same. The parties acknowledge that municipal employees/employers are covered by 670 of the Code of Iowa.

If a lawsuit, is filed against an employee, which is based upon the performance of his duties as a police officer and makes a claim for punitive damages, the City does not have to represent or to financially assist the officer with respect to the defense of the punitive damages aspect of the proceedings. However, if it is legally concluded that the officer was not liable of any personal wrongdoing in the performance of his duties for the City, the City shall reimburse the officer for the attorney fees and costs. If the employee is reimbursed for said costs by a third party, the employee shall reimburse the City for any payments made to cover his attorney fees and costs. Satisfactory documentation of such attorney fees and court costs 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, 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

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.


ARTICLE XXIII
TERMINATION

This Agreement shall be effective as of the 1st day of July, 2023, and shall remain in full force and effect until and including the 30th day of June, 2027. 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.

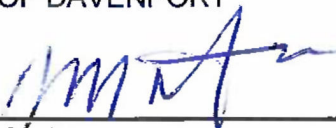
THIS AGREEMENT is executed as of April 26, 2023, to become effective as of the day and year first written by the duly authorized representatives of the parties.

UNION OF PROFESSIONAL POLICE,
INC., DAVENPORT, IOWA


CITY OF DAVENPORT



Jason Willey
Chairperson



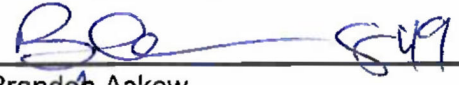
Mike Matson
Mayor



Gregory Latta
Secretary/Treasurer




Corri Spiegel
City Administrator



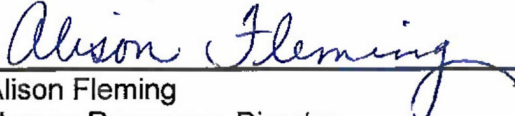
Brandon Askew



Mallory Merritt
Assistant City Administrator/CFO



Beth Tharp



Alison Fleming
Human Resources Director



Robert Welch



Jeffrey Bladel
Police Chief

APPENDIX A

COST OF LIVING ALLOWANCE

To ensure 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 B

MEMORANDUM OF UNDERSTANDING POWER SHIFT PAY

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 C SALARY SCHEDULES

POLICE BARGAINING UNIT REPRESENTED BY THE UNION OF PROFESSIONAL POLICE Effective July 1, 2023

Code	GR	Title	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6	Step #7	Step #8	Step #9	Step #10	Step #11	Step #12
3111		POLICE OFFICER	63426	67935	69649	71385	73155	74996	77244	79560	81945	84401	86931	89537
			30.4933	32.661	33.4851	34.3198	35.1706	36.0558	37.1365	38.25	39.3966	40.5774	41.7938	43.0466
3112		POLICE CORPORAL				74954	76813	78746	81106	83538	86042	88621	91278	94014
						36.0356	36.9294	37.8586	38.9933	40.1625	41.3664	42.6063	43.8836	45.199
3113		POLICE SERGEANT					84494	86620	89217	91891	94646	97483	100405	103415
						40.6221	41.6443	42.8928	44.1794	45.5029	46.8669	48.2716	49.7188	
3114		POLICE OFF-SPC	64060	68615	70346	72099	73886	75746	78017	80355	82764	85245	87800	90432
			30.7981	32.988	33.8203	34.663	35.5221	36.4164	37.5081	38.6323	39.7904	40.9831	42.2115	43.4769
3115		POL CORP-SPEC				75704	77581	79533	81917	84373	86902	89507	92190	94954
						36.3961	37.2985	38.237	39.3831	40.564	41.7798	43.0323	44.3221	45.651
3116		POL SARG-SPEC					85339	87487	90109	92810	95592	98458	101409	104449
						41.0284	42.061	43.3216	44.6203	45.9578	47.3356	48.7544	50.2159	

PER SIDE LETTER OF AGREEMENT, EFFECTIVE DATE OF FY2024 SALARY SCHEDULE IS JUNE 25, 2023.
BASED ON 2080 HOURS ANNUALLY

* FISCAL YEAR 2024

POLICE BARGAINING UNIT REPRESENTED BY THE UNION OF PROFESSIONAL POLICE

Effective January 01, 2024

Code	GR	Title	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6	Step #7	Step #8	Step #9	Step #10	Step #11	Step #12
3111		POLICE OFFICER	65646	70313	72087	73883	75715	77621	79948	82345	84813	87355	89974	92671
			31.5605	33.8043	34.6571	35.5209	36.4016	37.3178	38.4364	39.5888	40.7755	41.9976	43.2565	44.5533
3112		POLICE CORPORAL				77577	79501	81502	83945	86462	89053	91723	94473	97304
						37.2969	38.2219	39.1838	40.358	41.5683	42.8141	44.0975	45.4196	46.781
3113		POLICE SERGEANT					87451	89652	92340	95107	97959	100895	103919	107035
						42.0439	43.1018	44.394	45.7246	47.0955	48.5071	49.9611	51.4589	
3114		POLICE OFF-SPC	66302	71017	72808	74622	76472	78397	80748	83167	85661	88229	90873	93597
			31.876	34.1425	35.0039	35.8761	36.7654	37.6909	38.821	39.9844	41.183	42.4176	43.689	44.9986
3115		POL CORP-SPEC				78354	80296	82317	84784	87326	89944	92640	95417	98277
						37.67	38.604	39.5754	40.7616	41.9836	43.2421	44.5384	45.8734	47.2488
3116		POL SARG-SPEC					88326	90549	93263	96058	98938	101904	104958	108105
						42.4644	43.5333	44.8379	46.1819	47.5663	48.9924	50.4608	51.9734	

BASED ON 2080 HOURS ANNUALLY

• FISCAL YEAR 2025

POLICE BARGAINING UNIT REPRESENTED BY THE UNION OF PROFESSIONAL POLICE

Effective July 01, 2025

Code	GR	Title	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6	Step #7	Step #8	Step #9	Step #10	Step #11	Step #12
3111		POLICE OFFICER	67944	72774	74610	76469	78365	80338	82746	85227	87782	90412	93123	95914
			32.6651	34.9874	35.8701	36.7641	37.6758	38.6239	39.7816	40.9744	42.2026	43.4675	44.7705	46.1126
3112		POLICE CORPORAL				80293	82284	84355	86883	89488	92170	94933	97779	100710
						38.6023	39.5596	40.5551	41.7706	43.0231	44.3126	45.6409	47.0093	48.4184
3113		POLICE SERGEANT					90512	92790	95571	98436	101387	104426	107556	110781
						43.5154	44.6104	45.9479	47.325	48.7439	50.2049	51.7098	53.26	
3114		POLICE OFF-SPC	68623	73502	75356	77234	79149	81141	83574	86078	88659	91317	94054	96873
			32.9916	35.3375	36.229	37.1319	38.0521	39.0101	40.1798	41.3838	42.6245	43.9023	45.218	46.5736
3115		POL CORP-SPEC				81096	83107	85198	8752	90382	93092	95882	98756	101717
						38.9885	39.9551	40.9605	42.1883	43.4531	44.7556	46.0971	47.479	48.9025
3116		POL SARG-SPEC					91417	93718	96527	99420	102401	105471	108632	111888
						43.9506	45.0569	46.4073	47.7983	49.231	50.707	52.2269	53.7925	

BASED ON 2080 HOURS

* FISCAL YEAR 2026

POLICE BARGAINING UNIT REPRESENTED BY THE UNION OF PROFESSIONAL POLICE

Effective July 01, 2026

Code	GR	Title	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6	Step #7	Step #8	Step #9	Step #10	Step #11	Step #12
3111		POLICE OFFICER	70322	75321	77221	79146	81108	83149	85642	88210	90854	93577	96382	99271
			33,8094	36,2119	37,1255	38,0509	38,9944	39,9756	41,174	42,4085	43,6798	44,9889	46,3375	47,7266
3112		POLICE CORPORAL				83103	85164	87307	89924	92620	95396	98256	101202	104235
						39,9533	40,9443	41,9746	43,2325	44,5289	45,8636	47,2384	48,6546	50,113
3113		POLICE SERGEANT					93680	96037	98916	101881	104936	108081	111321	114658
						45,0385	46,1718	47,556	48,9814	50,4499	51,9621	53,5196	55,1241	
3114		POLICE OFF-SPEC	71024	76075	77994	79937	81919	83981	86499	89091	91762	94513	97345	100264
			34,1464	36,5744	37,497	38,4315	39,384	40,3755	41,586	42,8323	44,1164	45,4388	46,8008	48,2036
3115		POL CORP-SPEC				83934	86015	88180	90823	93546	96350	99238	102213	105277
						40,3531	41,3536	42,3941	43,6649	44,974	46,322	47,7106	49,1408	50,614
3116		POL SARG-SPEC					94617	96998	99905	102900	105985	109162	112434	115804
						45,4889	46,5339	48,0315	49,4713	50,9541	52,4818	54,0548	55,6753	

BASED ON 2080 HOURS ANNUALLY

• FISCAL YEAR 2027

Appendix D

DPD After-Injury Process

1. Off-Duty Injuries. A police officer who suffers an injury or other medical condition off-duty will not be directed to the City's occupational health provider for care and testing. The officer may choose his physicians and care as provided in the City's health insurance program. The officer's treating physician will determine when maximum medical improvement has been reached and the officer will be allowed to the officer's normal duties upon being released to full duty by the treating physician. This directive will not be interpreted as preventing police command staff from seeking further testing of the officer if reasonable concerns arise after the officer returns to work as to the officer's ability to adequately perform the duties of a police officer due to the injury or condition. For example, if an officer injures his hand, the officer may be tested for grip strength, but not tested on how fast the officer can run a mile.
2. On-the-Job Injuries. A police officer who suffers an on-the-job injury or other work-related medical condition shall be treated by the City's occupational health provider or by providers to whom the police officer is referred by the City's occupational health provider. The treating physician is defined as the doctor to whom the City's provider referred the officer for treatment, or if no referral is made, the City's occupational health provider. The treating physician will determine when maximum medical improvement has been reached and the officer will be allowed to return to the officer's normal duties upon being released to full duty by the treating physician. Any testing performed by the treating physician to determine fitness to return to duty must related directly to functionality affected by the injury or condition. If a police officer is dealing with a matter involving a life/safety situation and believes the treating physician is not providing an appropriate level of care, he/she may appeal to the Human Resources Director to request review and referral to another treating physician. Approval shall not be unreasonably denied and will be determined expeditiously.

Sgt. [Signature] 643
For the Union

Date: 5-25-2023

Alexis Fleming
For the City of Davenport

Date: 5/25/23

**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

SPECIAL EVENTS

The City shall establish an Overtime List of all union employees, for overtime assignments which will be updated with each use by noting the dates and times worked. This list will be used to track who has worked an event.

The initial order of the Overtime List shall be determined by reverse seniority (from highest serial number to lowest). If an event cannot be filled, then employees shall be force-hired based on their position on the list from top to bottom.

Overtime and call back assignments will be posted in the briefing room and disseminated by the Special Events Coordinator to all union employees through their assigned city email address as soon as the need for it is known in order that employees can be notified of the opportunity while at work. For those known events, the city will post the assignments as least fourteen (14) days prior to the event. The sign-up sheets will remain up in the briefing room for seven (7) days. At the end of seven (7) days, assignments for Officers who voluntarily sign up for overtime will be determined by the employees position on the Overtime List. If there are still open positions that need to be filled, the Overtime List will be utilized to force hire.

If a single supervisory position is posted and more than one supervisor (Sergeant/Corporal) voluntarily signs up then the position will be filled by the supervisor that is highest on the overtime list.

If a posting contains positions for a supervisor and others and more than one supervisor (sergeant/Corporal) voluntarily signs up then the supervisory position shall be assigned to the senior supervisor, as determined by seniority in rank. The other supervisors will then fill the other positions.

If no supervisors sign up for an event posting that requires a supervisor then the highest supervisor (Sergeant/Corporal) on the overtime list will be forced to work the event.

Overtime should not result in an employee working more than thirteen (13) consecutive hours except in an emergency or the unanticipated need for special services.

Employees from the Overtime List will be required to work unless there is a justifiable reason, such as a current covert assignment (primary position); restricted duty approved by the Department, or extended leave for annual vacation.

After the event is completed, the Special Events Coordinator will update the list of all personnel who worked the event. This will rotate the personnel who worked the event to the bottom of the list and require those above to work an event before those that worked are force hired.

Employees will be notified of their assignment by the Special Event Coordinator through their city assigned email address with seventy two (72) hours of notice, or as soon as practical.

Specialized Skills: 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.

Probationary employees will be added to the top of the list once they complete the Field Training Program.

PATROL STAFFING

Full shift, with more than twenty-four (24) hours' notice:


- Overtime shall first be offered to **employees of that shift** who would be available for a full shift (an **employee of that shift** may offer to work either the first or second half of a shift if no one is available to work a full shift).
- Overtime shall be offered to **employees of that shift** through briefing and City e-mail.
- Overtime shall continue to be offered to **employees of that shift** at briefings until less than twenty-four (24) hours' notice.

Full shift, less than twenty-four (24) hours' notice, but more than eight (8) hours' notice:

- Overtime shall first be offered to **employees of that shift** who would be available for a full shift (an **employee of that shift** may offer to work either the first or second half of a shift if no one is available to work a full shift).
- Next, the first four (4) hours shall be offered to shoe employees (based on seniority) who are at work on the shift going off duty and the second four (4) hours to those employees (based on seniority) who would be coming on duty on the following shift.
- Overtime will then be forced pursuant to current practice.

Additional || When two (2) or more employees volunteer for the same position: Supervisory positions will be filled by seniority-in-rank (sergeants are senior to corporals); street (beat) positions will be filled by badge number seniority (lowest to highest) among corporals and officers.

Effective June 25, 2018


For the Union
Jed Hythecker, President

6/27/18
Date


For the City of Davenport
Mallory Merritt, HR Director

6/25/2018
Date

For Informational Purposes Only

**2023-2027 Police Collective Bargaining Agreement
Summary of Revisions to Appendices**

Appendix	Topic	Revisions to 2023-2027 CBA
A	Does not exist	n/a
B	Summary of Insurance Benefit	Deleted – Information available in SPDs; reference removed from contract language
C	Salary Schedules	Updated to reflect GWIs and compressed salary schedule; will remain Appendix C
D	Does not exist	n/a
E	Cost of Living Allowance	Relettered as Appendix A
F	Memorandum of Understanding Power Shift Pay	Relettered as Appendix B
G	n/a	n/a
H	General Order 0508 Educational Incentive	Deleted – Outdated; not referenced in contract language
I	Does not exist	n/a
J	General Order 0505 Leave Requests/Sick Leave Policy	Deleted – Outdated; not referenced in contract language
K	General Order 0531 Tuition Reimbursement	Deleted – Outdated; not referenced in contract language
L	Does not exist	n/a
M	General Order 0510 Semi-Annual Shift Pick Policy	Deleted – Incorporated into Section 7.14
N	General Order 27 Semi-Annual Shift Pick Policy (#0510)	Deleted – Outdated; not referenced in contract language
O	Does not exist	n/a
P #1	Uniform Safety Items	Deleted – Previously replaced by Appendix P #2 and then incorporated into Section 8.16
P #2 (Effective July 1, 2020)	Uniform Requirements & Allowances for Special Assignments	Deleted – Incorporated into Section 8.16
Q	Does not exist	n/a
R	Does not exist	n/a
S	Does not exist	n/a
T	Memorandum of Understanding Overtime Distribution	Will remain Appendix T
U	Memorandum of Understanding Leave Payouts Upon Separation	Deleted – Incorporated into Section 14.11
V	DPD After-Injury Process	Revised to add language in paragraph 2 (to be re-signed); Relettered to Appendix D
W	Summarization of Appendices	Deleted
X	Police Officer Hiring Incentives August 2020	Deleted – No longer applicable
Y	Addition of FOP to UPPO Contract	Deleted – Incorporated into Article 15
Z	Police Officer Hiring Incentives December 2021	Deleted – No longer applicable
AA	Police Officer Lateral Transfer Program for New Hires December 2021	Delete – No longer applicable
AB	Police Officer Hiring Incentives April 2022	Deleted – No longer applicable
AC	Police Officer Lateral Transfer Program for New Hires April 2022	Deleted – No longer applicable
AD	Juneteenth Holiday	Deleted – Incorporated into Section 10.1
AE	Police Officer Hiring Incentives June 2022	Deleted – No longer applicable
AF	Police Officer Lateral Transfer Program for New Hires June 2022	Deleted – No longer applicable
AG	Police Officer Hiring Incentives July 2022	Deleted – No longer applicable
AH	Police Officer Lateral Transfer Program for New Hires July 2022	Deleted – No longer applicable
AI	Police Officer Hiring Incentives November and December 2022	Deleted and changed to a side letter of agreement
AJ	Police Officer Lateral Transfer Program for New Hires November 2022	Deleted – No Impact on New Hires