Agreement

between

City of Cedar Rapids

and

Cedar Rapids Police Bargaining Union

July 1, 2016 – June 30, 2019

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Agreement

THIS AGREEMENT MADE AND ENTERED INTO by and between the City of Cedar Rapids, hereinafter referred to as the "Employer," and the Cedar Rapids Police Bargaining Union, hereinafter referred to as the "Union" or its successors.

Article 1 – Purpose

1.1 The purpose of the City of Cedar Rapids and the Union in entering into this Agreement is to set forth their complete agreement with regard to wages, hours and working conditions for the employees in the bargaining unit so as to promote the efficiency of law enforcement; the morale and security of employees covered by this Agreement; and harmonious relations; giving recognition to the legal rights and responsibilities of the City, the Union, and the employees.

Article 2 – Recognition

2.1 The Employer hereby recognizes the Union as the exclusive collective bargaining agent for the following unit, consisting of all employees of the Cedar Rapids Police Department and other members of the Public Safety Department connected therewith, including Police Officers, and all clerical personnel attached to the Police Department of the Public Safety Department, including Police Record Technicians, Background Check Technicians and Police Property Technicians; excluding all other City employees, the chief of police, assistant chief, captains, lieutenants, sergeants, detectives and all other persons excluded by Section 4 of the Public Employment Relations Act.

2.2 The Union recognizes the employees' responsibility to cooperate with the City of Cedar Rapids to assure maximum service to the public.

2.3 The Employer has, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charters, or special act, the exclusive power, duty, and the right to direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in positions within the Employer's operation; to suspend or discharge public employees for proper cause; to maintain the efficiency of governmental operation; to relieve public employees from duties because of lack of work or for other legitimate reasons, to determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; to take such action as may be necessary to carry out the mission of the public Employer; to initiate, prepare, certify, and administer its budget; to exercise all powers and duties granted to the Employer by law; and to exercise its total rights as an employer, except as expressly limited herein.

Article 3 – Checkoff

3.1 The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues, initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. New employee authorization forms must be submitted to the Auditor's office by the fifth of the month of the first deduction.

3.2 The Employer will recognize authorization for deductions from wages, if in compliance with State law, to be transmitted to the Union, or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

3.3 The Employer shall make deductions for the Union's financial institution provided the employee has provided proper written authorization.

3.4 The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken by the Employer at the request of the Union or by action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

Article 4 – Union Representatives

4.1 Authorized representatives of the Union shall be permitted to visit the police station and confer with representatives of the Employer. If such Union representative desires to confer with a Union Steward or an employee he/she must first notify the Supervisor. The employee will not be granted permission for such conference if it will interfere with the normal operations of the department; no employee will be held out of or called in from his/her assignment for this purpose.

4.2 Upon reasonable request, during regular business hours, the Employer shall produce for examination by the employee or his/her representative, time sheets and other records pertaining to the computation of compensation of an employee whose pay is in dispute; or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved.

4.3 The employer shall pay a maximum of five (5) regular Union contract committee members, or their alternatives who act in their place, for time spend at not more than five (5) contract negotiation or mediation meetings during a contract year when they would otherwise be working. The first two (2) public meetings will not count toward these five (5) meetings; however, only the Chief Steward shall be paid if he/she would otherwise be working. Employees serving on the Grievance Committee shall be paid for the time when such meetings take place at a time during which such members are scheduled to be on duty.

Article 5 – Stewards

5.1 The Employer recognizes the right of the Union to designate a reasonable number of Stewards and alternates from the Employer's seniority list. The Union shall provide the Employer with a list of such Stewards and any changes made from time to time.

5.2 A Steward is expected to contact other employees regarding grievances at shift change unless he/she secures prior permission from the Supervisor. He/she may not leave his/her job assignment or cause another employee to leave his/her job assignment unless he/she has prior approval from the Supervisor. If the grievance involves an employee in another division, it

should be referred to the Steward in that division or the Steward must secure prior permission from the supervisor of that division before talking to the individual involved during working hours.

5.3 The authority of job Stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

a) The investigation and presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement.

b) The collection of dues if payroll deduction is not used and then only when authorized by appropriate Local Union action.

c) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers provided such messages and information:

1. have been reduced to writing;
2. if not reduced to writing, are of a routine nature; and,
3. do not involve work stoppages or slow downs.

5.4 The Union recognizes that job Stewards and alternates have no authority to take any strike action or any other action interrupting the Employer's operations.

5.5 The Employer recognizes these limitations upon the authority of job Stewards and their alternates and shall not hold the Union liable for any unauthorized acts if the Union shall declare, by letter to the Employer, that such action is unauthorized. The Employer in so recognizing such limitations shall have the authority to impose proper discipline in the event of unauthorized strike action, slow down, group absenteeism or work stoppage in violation of this Agreement.

5.6 The Union, where an unauthorized strike action, slow down, group absenteeism, or work stoppage in violation of the Iowa statute has occurred, shall promptly order its members to return to work in addition to furnishing a letter as stated in 5.5.

Article 6 – Delegates and Committees

6.1 No employee shall be discharged by the Employer because of serving on committees of the Union or as a delegate to labor conventions. If any employee is chosen by the Union as a delegate to a labor convention, or on a Union committee, the Union shall give the Employer seven days notice where possible prior to such employee being absent for such purpose. Not more than one employee may serve as a delegate or committeeman at one time without written permission from the Employer. The Employer agrees with the foregoing provided such employee while on leave does not engage in Union organizing activity involving any other city department.

6.2 Members of the Union Contract Negotiation Committee or Grievance Committee shall be granted leave from duty for all joint meetings between the Employer and the Union concerning negotiations of the terms of a contract or grievance meetings when such meetings take place at a

time during which such members are scheduled to be on duty. Each such member shall give at least 24-hours notice of such meeting to his/her supervisor.

Article 7 – Departmental Rules

7.1 Each employee is expected to follow all written and verbal directives. It is agreed that conformance with rules does not jeopardize the employees' right to file a grievance protesting the degree of discipline for violation of such rules.

7.2 Members and employees of the Department shall promptly obey any lawful order emanating from any superior officer. Should any such order conflict with a previous order from any other superior officer, with any general or special order, or any provisions of the Rules and Regulations, the member or employee to which such order is given shall respectfully call attention to such conflict of orders, and if the officer giving the last order does not change the same so as to obviate such confliction, that order shall stand and the responsibility shall be his/hers, and the person obeying the same will not be held in any way responsible for disobedience of any orders theretofore issued. If any unlawful order is given to any member or employee of the Department, such member or employee will promptly report such fact to the Chief of Police.

Article 8 – Discharge or Suspension

8.1 The Employer agrees that it will not discharge or suspend any employee except for just cause. Also that in the imposing of discipline or discharge that in most cases, except for serious cases justifying immediate discharge, Employer agrees that it will issue prior warnings and administer corrective discipline before discharge. A Steward will be promptly advised if an employee is placed on warning or discipline. However, a Steward will be notified of the discharge of an employee and if the employee so desires, may be present at the time of the discharge. If an employee so requests, a Steward shall be present as a witness when an employee is requested to report to a supervisor because of a possible or suspected rule violation. It is understood that a probationary employee has no grievance rights for disciplinary action.

8.2 For most offenses, the warning notice shall not remain in effect for a period of more than 6 months from the date of said warning notice. Upon reasonable request during regular business hours, an employee shall be permitted access to review his/her personnel file in the Police Department or Human Resources Department. The Employer shall review with the employee any complaint received against the employee that is to be placed in his/her personal file and make known what the complaint is and who the complainant is.

8.3 Personnel holding Civil Service rights, as provided by statute, will have their cases handled in conformance with such statutes.

8.4 Any employee not holding Civil Service rights may make a written request to the Collective Bargaining Representative for a hearing as to his/her suspension or discharge within 5 days *(excluding Saturday, Sunday, or holidays)* from the date of such suspension or discharge. Should an investigation prove an injustice has been done, an employee *(other than those holding Civil Service rights)* shall be reinstated and compensated in whole, in part, or not at all as agreed to by the Grievance Committee.

8.5 Upon receipt of a written request for investigation and hearing, a meeting of the Grievance Committee shall be called for a hearing within 10 days and final decision of the Employer given with 15 days from date of discharge or suspension.

Article 9 – Grievance Procedure

9.1 It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. All grievances must be filed within 7 days of alleged infractions.

9.2 a) Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly as shown in this article.

b) Suspensions, demotions, or discharge cases involving employees covered under the Civil Service statute shall be processed in accordance with that statute.

9.3 The following provisions are agreed upon in relations to the grievance procedure:

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

b) Time limits should be strictly adhered to by both parties. Any grievance not handled within the time limits of a particular step may be immediately presented for handling at the next succeeding step. A grievance not appealed within 10 days from the date it was last answered, shall be considered as settled on the basis of the last answer.

c) Saturdays, Sundays, or holidays shall not be counted in determining the number of days in any interval mentioned in this article.

d) Grievances alleging contract violations of a general nature, involving more than one individual, may be presented at Step 9.4 c) of this procedure. Should the Employer choose to file a grievance, it shall be entered at Step 9.4 c) of this procedure.

9.4 Grievances coming within the terms of this Agreement shall be promptly handled in the following manner:

a) Within 7 days after the occurrence of an event giving rise to a grievance, the employee involved shall discuss the matter with his/her immediate supervisor, with or without a Steward being present. An oral reply will be given at this step. Within five (5) days of his/her discussion with his/her immediate superior, the Grievant and the Steward should meet to discuss the issue with the supervisor. A written reply will be given at this step within 7 days.

b) If the employee is not satisfied with the answer that is received, he/she or the chief Steward shall present the grievance within 7 days after receiving the written reply of the

supervisor in a written form signed by the Grievant to the Chief setting forth the nature of the grievance and contract provision involved. The Chief shall answer such grievance within 7 days after such presentation.

c) If the answer of the Chief of Police is not accepted, the Union, within 10 days after the date of such answer. may request that the grievance be submitted to a joint committee consisting of the Human Resources Director or his/her designee, the Chief of Police or his/her designee, both representing the City, the Chief Steward or his/her designated Steward, with or without the Grievant being present.

The meeting of the joint board shall be held within 10 working days to discuss the grievance. The Human Resources Director or his/her designee shall, within 5 working days, notify the Union in writing, with a copy to the Chief Steward, of the Employer's decision of the grievance.

d) If the answer of the Employer after the meeting of the joint board is not accepted, the grievance may be submitted to arbitration by requesting a panel of 5 arbitrators from the Federal Mediation and Conciliation Service within 15 days of the Employer's final answer. The Union shall prepare the request for arbitration and shall submit it to the Federal Mediation and Conciliation Service (FMCS) requesting a list of 5 Arbitrators, all of whom shall be members of the National Academy of Arbitrators either from Iowa or from a state contiguous to Iowa. A position statement regarding the alleged contract violation will be provided to the other party along with a copy of the panel request notice.

The parties shall meet within 10 days after receipt of the panel from FMCS to select an arbitrator under the following procedure. Both the Employer and the Union shall have the right to strike 2 names from the panel. The party requesting the arbitration shall strike the first name; the other party shall strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The FMCS shall be notified and requested to appoint the agreed upon arbitrator to hear the case.

9.5. The arbitrator shall be advised of the limitation placed on his authority by statute and by the Agreement and that his final decision is expected within thirty days after the hearing date. The agreed upon limitations are:

a) The decision of the arbitrator shall be final and binding upon all parties to this Agreement and any employee involved in the dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date of which the grievance first occurred.

b) The arbitrator shall be limited to interpreting the Agreement and applying it to the particular case presented to him; he/she shall have no authority to add to, subtract from, disregard or in any way modify the terms of this Agreement or any agreement made supplementary thereto.

c) The arbitration hearing will be held within 4 months of the request for arbitration.

d) The Union will present its case first except in the case of disciplinary action where the Employer shall present its case first.

9.6 The expense and fees of the arbitrator and such other expenses as are mutually agreed to in advance shall be borne equally by the parties. Each party shall pay their own costs of presentation and cost of their witnesses or the cost of securing a deposition from witnesses.

Article 10 – Seniority

10.1 The Iowa Civil Service Act in relation to all jobs falling within such statute shall be followed in the filling of vacancies, promotions, demotions, disciplining, or voluntarily returning to a former job. Where the Agreement is not inconsistent with the Iowa Civil Service Act, the following shall be followed in matters of seniority.

10.2 a) The Employer shall post complete seniority lists of the employees covered by this Agreement on January 1 and July 1 of each year; a seniority list for employees subject to Civil Service and another list for those employees not covered by Civil Service. A copy of such seniority lists shall be given to the Union upon request.

b) An employee shall have the following seniority:

1. *City Seniority* means an employee's length of continuous service with the Employer since his/her last date of hire and shall be used in the determination of the amount of vacation to be granted and the payment of longevity.
2. *Department Seniority* shall be that seniority dating from the first day of present employment in the Police Department, which date may or may not coincide with City Seniority.
3. *Classification Seniority (non-sworn)* shall be the total amount of time spent in the classification dating from the first day of present employment in the Police Department.
4. For purpose of this paragraph, Department Seniority for those positions coming under Civil Service will be the seniority established by Civil Service. On non-Civil Service positions, Department Seniority shall be seniority as of the date the employee becomes employed in the non-Civil Service classification.

c) Total Police Department Seniority shall be used for the purpose of selection of bid jobs or layoff, or shifts/platoons to be worked. Classification Seniority shall be used only for selection of days off, selection of holidays to be off or selection of vacation dates when openings are available, within the respective shifts or platoons, sworn/non-sworn *(civilian)*.

10.3 a) All original appointments of new employees shall be probationary and subject to a probationary period after date of appointment of 1 year for police officers and 4 months for all other employees covered by this Agreement. Upon approval of the affected individual and the Union, a probationary period may be extended for periods of 1 month but not more than 2 times. At any time during such probationary period, the Employer may release such employee for any reason. An employee released during such probationary period shall be given a written statement of the reason(s) for such release. At the end of such probationary period, such employee shall be classed as a regular employee with established seniority, which shall date from the date of appointment to or employment in any position for which they were originally

appointed, but shall not include any period of time exceeding 60 days in any 1 year during which they were absent from service except for disability.

b) The new employee, during his/her probationary period, may be placed on any job or any shift for training purposes subject to the second paragraph of Section 10.5 a) after completion of such probationary period.

10.4 If an employee is appointed to another grade as a result of a certification from a promotion list or otherwise, is found unsuited for work of the grade during a 30-day trial period, he/she may be reinstated to his/her former position or another position in the grade from which he/she was promoted provided he/she had seniority or regular status in such grade. The employee displaced by the return of this employee shall have the same rights to return to his/her former position. However, if either employee has no status in the grade to which they formerly belonged or no vacancy exists in which they can be placed, such employee shall be placed on an appropriate eligible list. All of the foregoing are subject to the pertinent provisions of Iowa law.

10.5 a) Vacancies or new jobs *(except for new appointments or promotions coming under the Civil Service Act)* are to be posted on the specified bulletin board for bids for a period of 5 full working days *(excluding Saturdays, Sundays and holidays)*. Jobs that become vacant while an employee is on leave, a Steward shall be allowed to sign the bid for the employee in his/her absence provided he/she gives written authorization to the Steward and then he/she shall be bound by 10.7 c). The written authorization shall be attached to the bid. Jobs not so filled may be filled by regular part-time employees, new hires or transfers from other departments of the Employer. Qualifications are to be followed in the filling of such jobs and where 2 or more employees have equal skill, ability and qualifications, then seniority shall be the determining factor.

Jobs filled by probationary police officers – If they are regular jobs, will be posted for bids after such employee has completed his/her probationary period. Probationary police officers will be placed, by established seniority, on jobs available after such bidding has been completed.

Jobs filled by probationary non-sworn employees – If they are regular positions, will not be posted for bids after such employee has completed his/her probationary period, provided the job has been posted for bids within the bargaining unit and not filled by the bidding process as described in 10.5 a) above.

b) 1. *Special Programs:* Employees hired under programs involving federal or state grants, such as those under the heading of Work Experience, On-the-Job Training, Public Service Employment or other such program participants, shall be placed in training positions or assignments as deemed necessary by the Employer for the duration of the special program. Work Experience participants are classified as seasonal or temporary employees and as such are to receive the same pay, seniority and benefits as designated by the grant agreement from the state or federal government. On-the-Job Training and Public Service Employee participants shall receive the pay, seniority and benefits as prescribed by the grant agreement or shown in the program guidelines. No employee in a job or job classification shall be displaced because of the operation of this paragraph.

b) 2. Should an employee originally hired under any of the foregoing programs be later accepted as a regular employee, seniority will be granted such employee as of the date of original employment adjusted for leaves, absences or other causes as is done for an employee hired on a regular basis.

b) 3. If the position to which such above-mentioned employee has been assigned is to become a regular job *(i.e., to be funded from City budget)*, the rate shall be established in accordance with Article 35, and such position shall be posted for bid in accordance with Article 10.5 a) of this Agreement. An employee displaced by such bidding shall have the right to bid any job that is covered by this Agreement that is vacant.

c) Temporary jobs shall not exceed a 30-day period unless mutually agreed to by the Employer and the Union.

These jobs shall be treated as any other vacancies or new jobs that shall be opened for bids as defined in 10.5 a) after the 30-day period. The pay rate shall be as outlined in 11.13.

d) Sworn and Non-sworn sign-ups for days off by shift shall be re-bid by all employees on that shift whenever there is a change in personnel, change in number, or vacancy occurs by classification seniority.

10.6 Full-time employee bidding a job and being the successful bidder shall be given a maximum trial period of 30 days. If during such period or at the end of such 30-day trial period the employee is not qualified for the job, he/she shall be returned to his/her previous job without loss of seniority. An employee displaced by such transfer back shall also return to his/her former job.

10.7 a) An employee bidding a higher rated job and being the successful bidder shall have no right to rebid his/her former job or be permitted to bid on another job for 30 days except for medical reasons supported by a doctor's statement or to bid to a higher rated job, or to go from a night job to a day job.

b) An employee who gives written notice to the Employer of his/her decision to terminate or give up his/her job, whether he/she bids elsewhere or not, is bound by such decision on the date the bid for his/her job is taken down. The date the Employer notified the Union, in writing, that the job has been discontinued, as a result of the employee's notification to terminate or give up his/her job, the same shall apply. However, on a termination the Employer has the option, prior to his/her last day worked, of allowing such employee to remain as an employee and retain his/her seniority. The Employer reserves the right to deny the request of an employee to give up his/her job.

c) Also, an employee placing his/her name on a bid for a vacancy or a new job is bound by such bid on the date the bid is taken down and shall be restricted from retaining his/her former job, or re-bidding his/her former job for a period of 30 days.

d) A successful bidder has no right to give up the job during the trial period unless the Employer consents.

e) An employee will not be considered a successful bidder for a position that is supervised by a relative.

10.8 a) Overtime work will be assigned by Employer and, where possible, will be assigned on a classification seniority basis to equally qualified employees. However, an employee who has been working on a case or a working assignment may be assigned overtime beyond his/her normal workday or to be called in special regardless of seniority. The Employer reserves the right to call in qualified individuals on overtime using seniority where qualifications are equal. Sworn personnel in the General Services Division will not be offered overtime work not normally assigned to them during their regular hours.

If overtime is mis-assigned *(including call-in)*, an employee so affected shall have the opportunity to make up such missed overtime as soon as is practical not to exceed 30 days at a time mutually agreeable between the City and the employee.

b) Call-ins or overtime for specific purpose will be offered to the employees who are working on such work or who are normally assigned to such work who are in that assignment, section, platoon or bureau.

Call-ins for overtime for the purpose of increasing a specific shift/platoon will be offered to those employees who are not scheduled to work on a seniority basis to equally qualified employees of that shift or the division. Call-ins for overtime work starting 2 hours or less prior to the next shift/platoon change shall be offered to the next shift/platoon personnel in seniority order of that shift/platoon who are scheduled to work who are in that assignment, section, platoon, or bureau. Overtime opportunities can be offered and awarded in the following ways: the extra job board in the report writing room, work email, Telestaff notification or phone call. Overtime opportunities will less than 72 hour notice must be made by telephone or in person.

For purposes of this section shifts/platoons shall be defined as follows:

- *Shift 1*: The investigative division and civilian employees whose majority of hours are between 11:00 p.m. and 8:00 a.m.
- *Shift 2*: The investigative division and civilian employees whose majority of hours are between 7:00 a.m. and 4:00 p.m.
- *Shift 3*: The investigative division and civilian employees whose majority of hours are between 4:00 p.m. and midnight.

Platoon #1		Monday, Tuesday, Wednesday, Thursday (Training Day)
A Squad	0600 – 1600	
B Squad	0800 – 1800	
Platoon #2		Thursday (Training Day), Friday, Saturday, Sunday
C Squad	0600 – 1600	

D Squad	0800 – 1800	
Platoon #3		Sunday, Monday, Tuesday, Wednesday (Training Day)
E Squad	1600 – 0200	
F Squad	1800 – 0400	
Platoon #4		Wednesday (Training Day), Thursday, Friday, Saturday
G Squad	1600 – 0200	
H Squad	1800 – 0400	
Platoon #5		Tuesday (Training Day), Wednesday, Thursday, Friday
I Squad	2100 – 0700	
Platoon #6		Saturday, Sunday, Monday, Tuesday (Training Day)
J Squad	2100 – 0700	
Traffic	A 0600 – 1400 B 1100 - 1900	Monday - Friday

b) 1. If the need for extra personnel is present and cannot be filled by the above method, the work shall be offered on a seniority basis to those employees of that division who are not scheduled to work those hours. If the shift that is in need of the personnel is still in need of the personnel, then the person with the least amount of seniority of the shift which is in need of personnel, will be required to report for duty.

b) 2. In the event an emergency arises that it is necessary to have these individuals remain on the job past their scheduled shift or overtime, it will not be considered as a violation of this Agreement. In no case will an employee be required to work more than 12 consecutive hours at any time, unless there is an emergency or the employee voluntarily accepts more hours when offered.

b) 3. In the event of an emergency and time does not permit the following of above procedures, those employees who are immediately available shall be used first, then officers assigned that shift will be called by seniority and required to come in second. Then officers will be called on a seniority basis, starting with the most senior.

b) 4. If an employee accepts the overtime and the schedule is completed, the employee will be required to work unless excused by management. If the employee accepting the overtime is unable to work the overtime, he/she shall be responsible for finding a replacement following the appropriate seniority clause. He/she shall submit a written statement signed by both employees to the affected supervisor during his/her normal tour of duty on or before the day prior to the day the overtime is to take place. If management concurs, the

replacement will normally be allowed. Any actions taken by the Employer in granting or denying provisions of this section shall be non-grievable.

b) 5. Employees on approved time coming, flex and days off in conjunction with flex shall not be required to accept overtime assignments except in cases of emergency, nor is the Employer required to call during such leave. If the employee accepts the call-in while on one of the above leaves, the leave would be cancelled and the individual would be working at the applicable rate of pay.

c) The individual making a call for employees to come in and not receiving an answer shall repeat the call within 5 minutes to be certain that the right number is called. If no answer, then the next employee entitled to be called shall be called. If an employee, or someone answering the phone, states that they will need time to determine whether the employee will come to work, not more than 10 minutes will be allowed for this purpose in order to be fair to the employee entitled to be called next. However, in cases of emergency or felony investigations, each employee reached by telephone is expected to report for work promptly.

10.9 In the event it becomes necessary to reduce the workforce, the Civil Service Act will be followed for those positions coming under such Act. In relation to positions other than these, employees with the least seniority shall be laid off first if the remaining employee can qualify to do the work. When recalling employees, they shall be recalled according to seniority if they are qualified for the positions to be filled. If any job coming under this Agreement is eliminated, employees who are qualified will be permitted to use their seniority to bump into other jobs covered by this Agreement.

10.10 a) In the event of a layoff, an employee so laid off shall be given 10-days notice of recall by certified letter, mailed to his/her last known address. The employee must respond to such notice within 3 days after receipt thereof and actually report to work in 7 days after receipt of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

b) All employees on a layoff status shall retain their seniority that they had when they were laid off. They will not continue to earn seniority while on layoff. Upon return to work after recall, a laid-off employee will have his/her seniority date adjusted to give him/her credit for past seniority. He/she will thereafter be entitled to a proportionate vacation for the following year and proportionate longevity pay on the next payment date, getting credit for all months in which the employee worked more than 10 days. His/her previous insurance coverage will be reinstated.

c) Employee's insurance status during layoff subject to Article 16.3.

10.11 An employee shall lose all seniority rights under this Agreement for the following reasons:

a) Voluntary quit;
b) Discharge for cause;
c) Unexcused absence for a period in excess of 3 consecutive working days;
d) Failure to secure proper leave of absence or failure to return by the expiration date of leave of absence or an extension thereof properly granted;

e) Laid off for a period of more than 24 months;
f) Failure to return after being recalled from layoff as shown in 10.10;
g) Has not worked on a job covered under this Agreement for any reason for a period of 12 months except for job incurred injuries or layoff;
h) Working another job while on leave for any purpose unless written approval is received from the Chief of Police in advance;
i) The Employer receiving medical certification that permanently restricts the employee from performing essential duties unless an accommodation is permitted under10.9 of this Agreement.

10.12 If an employee, other than employees covered by certain Civil Service provisions, is selected by the Employer for a supervisory position outside the bargaining unit, such employee shall be granted a 6-month probationary period for the purpose of qualifying for such job. At the end of such 6-month period, the employee so selected shall either return to his/her former job or forfeit all accumulated seniority rights in the bargaining unit.

Article 11 – Workweek and Overtime

11.1 This article is intended only to provide a basis for calculating overtime and establishing normal work schedules and shall not be construed as a guarantee of hours of work per day, per week, per month, or per year.

11.2 The normal scheduled workweek shall consist of four 10-hour days or five 8-hour days. No split shifts except under unusual conditions. Employees will have a regular starting and quitting time except special assignment personnel will work a flexible schedule.

11.3 a) The Chief will designate the number of officers required for each platoon and employees will bid by seniority. Positions will be re-bid annually in December and when a realignment of the workforce is needed. The Chief will decide when a re-alignment is required. Upon completion of their probationary period, rookies will be assigned to a platoon until the next official bid. Likewise, employees leaving special assignments will also be assigned to a platoon until the next official bid period.

The work hours will periodically be assessed by police management. The Union will be given 60-days notice and an opportunity to meet and confer before a change is made.

It is understood that variations may be made in the foregoing shifts/platoons for employees on special assignments or when parades, other special events or emergencies occur. When 48 hours or more notice is available for a variation of starting time because of the preceding reasons, which is 4 hours or more variance, the circumstance shall be treated as an overtime assignment rather than a shift or starting time change. The language of 10.8 shall prevail at the time the schedule is made up. An employee not available at the time the schedule is made up who would be qualified to be so scheduled, shall have the right and responsibility to request that his/her name be placed on such schedule prior to the 48-hour deadline. Except for the foregoing, the Employer agrees to post any changes in regular shifts/platoons 5 days before the effective date of such change.

PCAT – Due to the specific responsibilities and needs of the Police Community Action Team (PCAT) members, officers assigned to the PCAT may have their days off and hours

changed as needed when given a minimum of 72 hour's-notice, and shall not be considered as overtime. The assignment of PCAT employees will be determined by the PCAT commander. The Employer may temporarily change a PCAT members schedule under this Section but the PCAT team will not be used to supplement or replace an overtime assignment or hire back opportunity.

b) *Lunch Periods.* Whenever possible, and except for certain jobs, each employee may be granted a lunch period of 30 minutes during their assigned hours of work. The time of such lunch period may vary from day-to-day, upon mutual agreement of the officer and his/her supervisor, and upon reporting to the radio operator and securing permission. Lunch periods delayed or not taken are not accumulative or available for exchange of time off. Employees in the record room will have a 30-minute paid lunch period.

c) Whenever it is possible, each employee may take a 15-minute rest period the first half of his/her assigned hours of work and a second such rest period the second half of his/her assigned hours of work. The time of such rest periods will vary upon mutual agreement of the employee and his/her supervisor, and the officer upon reporting to the radio operator and securing permission. Rest periods not taken are not accumulative or available for exchange for time off if not taken.

11.4 a) All employees shall be paid for all time worked in the employment of the Employer. Employees shall be paid at the rate of time and one-half (1½) their basic hourly rate for hours actually worked in excess of 80 hours in a pay period. Roll call time and mealtime will be paid as required by F.L.S.A. Effective July 1, 2002, any granted paid leave hours such as LTII, funeral leave, or flex-leave will be counted as time worked in computing the 40-hour workweek. All overtime hour calculations shall be computed to the nearest one-tenth hour.

b) Employees shall be compensated, at the discretion of the Police Chief, either in cash payment at time and one/half or in compensatory time at time and one-half (1½) for all hours in excess of 40 hours in a week as described in 11.3 a). Any time not taken may be carried forward into the next contract year. This time can be taken off only with the consent of the employee's supervisor or authorized representative. The maximum banked hours allowed is 240 hours or 480 hours for 7K employees.

The Employer may elect to pay off all or a portion of time coming (TC) balances in excess of 120 hours in June or July of each year. Employees who want to sell back hours will be given the first opportunity.

11.5 a) For pay purposes, the workweek of the Employer runs from midnight Friday of one week to midnight Friday of the following week. Also for pay purposes, holidays begin at 12:00 midnight and end 24 hours later. However, shifts/platoons that start less than 4 hours prior to midnight will be paid for the entire shift at the rate of pay applicable after midnight. Shifts or platoons that start 4 hours or more prior to midnight will be paid for the entire shift at the rate of pay applicable prior to midnight.

b) The present practice will be followed for scheduling days off on a calendar-week basis instead of a pay week basis during bidding and switchover of days off. Two days off each calendar week *(Sunday through Saturday)* will be allowed. It is understood that in some cases

some individuals during this time may work *(or be scheduled for work)* more or fewer than 5 days during the payweek but still receive their normal biweekly pay.

11.6 a) There shall be no pyramiding of overtime in that any hours for which overtime or premium pay has been paid will not be included or counted as hours worked for the purpose of determining further overtime or further premium pay under this Agreement. A change in work schedules or trade off of work assignments or other rescheduling of work assignments requested by an employee, when approved by the Employer, which results in work assignments within a workday in addition to the regularly scheduled 8-hour or 10-hour shift of an employee, shall not be considered overtime.

b) Days off may be changed with the approval of the supervisors who may be affected. In no case will such changes result in the payment of overtime. Days traded with another employee shall be paid back within a 30-day period. Trades shall be limited to the same classification and qualifications and shall attempt to be made within the employee's own shift first. The following guidelines concerning time-trades in the Police Department will apply:

1. Time-trades must be worked by the individuals at the time scheduled within the 30-day contractual time frame;
2. No paid or unpaid leave of any type may be used in lieu of actually working the entire number of hours involved in the trade;
3. Should an emergency situation arise which renders an individual unable to work the time-trade hours as scheduled, said hours must be rescheduled for work at the earliest opportunity;
4. Any time-trades with oneself must occur within a single payweek.

c) Non-sworn employees may, with the approval of their supervisor, change their days off during a payroll period. No change in days off will result in the payment of overtime.

d) The employer will permit employees to submit requests for flex-time, in writing (Telestaff), to the Shift Commander no more than 60 days prior to the date being requested. The request will be answered within 14 calendar days after the Commander determines that there is sufficient force to handle the shift/platoon hours. Permission will be granted on a first-come first-serve basis with seniority being the determining factor if two requests are submitted on the same day. On requests for flex-time within the same week, the Commander will answer the request as soon as possible after determining sufficient staffing.

11.7 All overtime to be worked must be approved in advance, in writing, by the supervisor except in case of emergency. The Employer retains the right to require any or all employees to work additional hours when an emergency exists or the Employer believes it necessary in the interest of public safety.

11.8 Payday shall be biweekly and shall be on a Friday except that when Friday is a holiday, pay will be made available on the day preceding such holiday. However, should there be any change necessary in permanently scheduled paydays the employees will be notified at least 10 days prior to such change. Not over 2 weeks pay shall be held back.

11.9 An employee called back after his/her regular shift/platoon, for reasons beyond his/her control, shall be given 2 hours work on the individual's own job or other available work or a

minimum of 2 hours pay at one and one-half (1½) times his/her basic hourly rate. Such hours will not constitute a day's work for the purpose of calculating overtime.

11.10 An employee called in to work 2 hours or less prior to the established starting time of his/her scheduled hours of work shall be paid at the rate of time and one-half (1½) his/her basic hourly rate for the time worked.

11.11 It is anticipated that from time-to-time an employee may receive a phone call when not at work for information to assist the Department in completing such employee's reports or for other information. The employee shall furnish all information in his/her possession to the person making such call.

11.12 a) When an employee is required by a supervisor to assume the duties and responsibilities of a classification higher than that normally held for the period of 3 consecutive days that the supervisor who is being replaced is off, shall be paid at the rate for the higher classification beginning on the third working day. If an employee works more than 3 consecutive working days on such job, he/she shall be paid from the first day at the appropriate rate of pay. If such an assignment is to a position outside the bargaining unit, the employee shall receive a rate of pay which is 5% higher than his/her regular rate of pay. Such provisions shall not apply in a training assignment for a designated period of time. An employee may also be temporarily assigned work in a class of lower rank, but in such event shall be paid his/her regular rate of pay.

b) When a supervisor is absent and a reassignment is made it shall be made, in writing, stating who is responsible during his/her absence and a copy of such shall be posted.

11.13 *Standby Time.* Employees who are required to standby for duty calls while off duty shall standby at their normal place of residence, or, after notifying the supervisor on duty and giving a telephone number, may be at another location, providing he/she is available with uniform and equipment to immediately report for duty when called. The employee would normally be expected to report for duty within 20 minutes. Employees on standby shall be compensated as follows:

a) Employees will be compensated at a rate of $1.66 per hour while on standby.
b) In addition to the standby rate, each employee will receive a minimum of 2 hours at time and one-half (1½) for each call in. All time spent above two hours will be paid at time and one-half (1½).
c). No employee will be required to be on standby during his/her approved flex-leave.

11.14 a) Pay for temporary employees shall be based on an hourly rate, which represents the entrance rate of the position being assumed. Temporary employees shall be limited to a consecutive period of a maximum of 4 months after which they shall be considered full-time employees, subject to the City Manager approval and if not approved by the City Manager shall be terminated.

b) Regular part-time employees shall be entitled to pro-rated holiday pay if the holiday falls on a scheduled day of work. Any such employee shall forfeit his/her right to payment for a holiday if absent from work the day preceding such holiday or on the next regular working day following such holiday.

c) Temporary and seasonal employees are not entitled to any fringe benefits.

11.15 It is understood that when the City of Cedar Rapids is reimbursed for overtime by a third party, employees may be required to take cash rather than time coming for hours worked.

11.16 For the purposes of travel, employees who request to attend training or conferences shall receive travel pay at straight time. Such travel time will be compensated either through schedule adjustment, time coming, or pay. This decision will be at the sole discretion of the Chief of Police.

Article 12 – Tuition Reimbursement

12.1 Employees are eligible for reimbursement as outlined in City Personnel Policy 6.04, Educational Assistance Program. The program pays 60% of the cost of tuition and books to $1,700 annually in pursuit of a degree. All courses must be approved by the Chief prior to enrollment in the classes. City Personnel Policy 6.04, Educational Assistance Program, spells out the procedural rules for participating in this program.

Article 13 – City Property

13.1 All future employees who are required to carry firearms shall receive an authorized firearm from the Employer. Present employees who are later promoted and required to carry a different type of firearm, will be furnished such authorized firearm by the Employer. The Employer will pay the full cost of repair to firearms not caused by negligence. The firearm furnished by the Employer is part of the employee's uniform and the employee is expected to carry it at all times while in uniform. The Employer has the right to designate other times when such employees are expected to carry their firearms.

13.2 An employee leaving the service of the Employer whether through resignation, retirement, layoff or discharge, is responsible for returning any City property which he/she may have in his/her possession. Failure to return City Property may result in the employee's final check being held up with deduction being made for the value of the property, except for out-of-date manuals, out-of-date rule books, training manuals, etc. if not available.

Article 14 – Holidays

14.1 Legal holidays observed by employees, unless employees are required to be on regular duty are:

New Year's Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	Day before New Year's Day

14.2 All employees *on a 24-7 schedule* under this Agreement will observe the holiday on the day on which it falls. For all other employees, the holiday will be celebrated on the preceding Friday if the holiday occurs on Saturday, and on Monday where the holiday occurs on Sunday.

Also, such other employees will be paid 8 or 10 hours pay at straight time for a holiday occurring or observed on a day, Monday through Friday inclusive, when they are not scheduled to work. These employees will have the option of receiving 8 or 10 hours time coming (TC) for a holiday observed on a day when they are not scheduled to work if they notify General Services, in writing, 2 weeks prior to the holiday. *(Note: The few employees scheduled to work on a holiday that falls on a Saturday or Sunday will be considered on an individual basis if they request the time off or if the Employer has no need for their services on the holiday or observed holiday.)*

Article 15 – Flex-leave

15.1 Flex-leave is a combination of vacation leave, holiday time coming, sick leave and funeral leave. See Appendix A for details. See also Letter of Understanding – Flex-leave Requests.

A schedule for block flex-leave will be posted at the beginning of the calendar year. Sworn personnel and civilian employees may schedule blocks of flex-leave prior to March 1, and may use their seniority to select those dates within specific grades on each shift or squad. The Chief will make the final decision as to the number of employees on block flex-leave at any time for any shift or classification. Blocks of flex-leave taken between January 1 and March 1 will not be considered as a choice in the block flex-leave selection process. Employees who wish to use their seniority between January and March to select block flex-leave must submit their request the month of November. Seniority will prevail. Requests coming after November 30 will be on a first-come, first-serve basis.

The Employer will permit employees to submit requests for flex-time, in writing, to the shift Commander no more than 60 days prior to the date being requested. The request will be answered within 14 calendar days after the Commander determines that there is sufficient personnel to handle the shift/platoon hours. Permission will be granted on a first-come first-serve basis with seniority being the determining factor if two requests are submitted on the same day. On requests for flex-time within the same week, the Commander will answer the request as soon as possible after determining sufficient staffing.

Article 16 – Health and Welfare

16.1 The Employer shall continue in effect the present insurance programs most recently negotiated for employees; however, this statement nor any other contract language is to be construed as limiting the Employer's authority to change insurance carriers. These programs by the Employer for each employee covered under the master policy are:

a) Group Hospitalization and Diagnostic, X-ray, Laboratory and Major Medical, Single Dental. The employees are eligible for IRS 125 to pay the premiums in pretax dollars as well as sign up for the other tax breaks allowed under the law.

Traditional Plan:

	Percentage Contribution	Single Cap	Family Cap
January 1, 2017	10%	$90.00	$190.00
January 1, 2018	10%	$95.00	$210.00
January 1, 2019	10%	$100.00	$230.00

Traditional Plan – Participate in Wellness:

	Percentage Contribution	Single Cap	Family Cap
January 1, 2017	10%	$65.00	$140.00
January 1, 2018	10%	$75.00	$160.00
January 1, 2019	10%	$85.00	$180.00

Deductibles and Out-of-Pocket Maximums

Single/Family Deductible	Single/Family OPM
200/500	700/1400

Prescription Drugs

Tier 1 (generic) – 90/10%
Tier 2 (formulary) – 75/25%
Tier 3 (non-formulary) – 60/40%

Prescription Deductible: $150 single and $300 family
Prescription OPM: $500 single and family

New Employees (Traditional Plan): The Employer to contribute one-half of the insurance premium for the first 5 months after they become eligible at the employee's option.

Choice Plan:

Employees may elect the Choice Health Insurance Plan, with a monthly premium of 5% of the total premium cost, if the employee participates in the City's Wellness Plan. Subsequent monthly contributions for the duration of the contract will follow the 5% of the total premium cost. Or employees may elect the Choice Health Insurance Plan, with a monthly premium of 10% of the total premium cost, if the employee does not participate in the City's Wellness Plan. Subsequent monthly contributions for the duration of the contract will follow the 10% of the total premium cost. Total premium cost may change subject to review by the employer.

5% – Participate in Wellness

10% – Not Participating in Wellness

Each calendar year the City will offer a Health Risk Assessment process. Any full-time or part-time employee that is eligible for benefits, who completes a Health Risk Assessment will receive the incentive plan offered by the City. Information gained in the Health Risk Assessment process will not be shared with City of Cedar Rapids management except in aggregate form. The Health Risk Assessment process is optional.

b) The Employer shall contribute the premium for all employees Group Life Insurance with Accidental Death and Dismemberment in the amount of $25,000 on each eligible employee Employees will be offered the opportunity to purchase up to five (5) times their annual salary to a maximum of $500,000 in additional insurance subject to availability and certain limitations.

16.2 The Employer shall make available to the employee at the employee's option and expense, subject to the restrictions, if any, and of whatever kind of the Employer's carrier, a group dental insurance plan for their dependents.

16.3 During a layoff or an unpaid leave of absence for any reason as shown under Article 19 herein, the employee may continue his/her health insurance and life insurance accordance with the master contract of the insurance company by making arrangements with the City Treasurer's office to pay the entire cost of monthly premiums for each month. However, the City will continue to pay the insurance premium for 3 months for an employee on an unpaid medical disability leave after all paid leave is exhausted. Failure to make such payment will result in the employee being dropped from coverage in accordance with the provisions of the master policy of each carrier.

Article 17 – Longevity Pay

17.1 Longevity rate schedules are intended to recognize long and faithful service, particularly where the opportunity for employment is limited and where there is no provision for further advancement within the base pay range. Longevity rate schedules are not construed as being a part of base pay schedules which relate to the level, nature, and difficulty of work of positions and not to the service circumstances of employees.

17.2 Longevity rates shall be applied as follows – Police Officer:

Effective July 1, 2016

After five *(5)* years of continuous service..... $20 per month
After ten *(10)* years of continuous service..... $40 per month
After fifteen *(15)* years of continuous service ..... $0.60 per hour
After twenty *(20)* years of continuous service..... $0.78 per hour
After twenty-five *(25)* years of continuous service ..... $0.95 per hour

Effective July 1, 2017

After five *(5)* years of continuous service..... $20 per month
After ten *(10)* years of continuous service..... $40 per month
After fifteen *(15)* years of continuous service ..... $0.63 per hour
After twenty *(20)* years of continuous service..... $0.81 per hour
After twenty-five *(25)* years of continuous service ..... $0.99 per hour

Effective July 1, 2018

After five *(5)* years of continuous service..... $20 per month
After ten *(10)* years of continuous service..... $40 per month
After fifteen *(15)* years of continuous service ..... $0.65 per hour

After twenty *(20)* years of continuous service..... $0.84 per hour
After twenty-five *(25)* years of continuous service ..... $1.03 per hour

Longevity rates shall be applied as follows – Background Check Tech/Records Tech

Effective July 1, 2016

After five *(5)* years of continuous service..... $20 per month
After ten *(10)* years of continuous service..... $40 per month
After fifteen *(15)* years of continuous service ..... $0.39 per hour
After twenty *(20)* years of continuous service..... $0.50 per hour
After twenty-five *(25)* years of continuous service ..... $0.61 per hour

Longevity rates shall be applied as follows – Property Technician

Effective July 1, 2016

After five *(5)* years of continuous service..... $20 per month
After ten *(10)* years of continuous service..... $40 per month
After fifteen *(15)* years of continuous service ..... $0.47 per hour
After twenty *(20)* years of continuous service..... $0.60 per hour
After twenty-five *(25)* years of continuous service ..... $0.73 per hour

17.3 Payment of longevity shall be made twice yearly.

Article 18 – Jury Duty

18.1 The Employer shall pay all employees serving on any jury the difference in salary between jury pay and his/her regular salary while in such service. If employee is discharged from the jury before the workday ends, he/she must report immediately to the Employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty. Employees who work the 1st and 3rd shifts shall be transferred to the day shift for pay purposes for the tour of jury duty.

Article 19 – Leave of Absence (General)

19.1 Leaves of absence will follow the general personnel policies and provisions of the Employer which cover special leaves, LTII, job injury sick leave, maternity leaves, funeral and military leaves, etc. as described in the following Articles.

19.2 Failure of an employee to comply with the provisions required prior to a leave may result in discipline for the employee involved. However, inability to work because of proven sickness or injury shall not result in any loss of seniority rights. During the period of absence on any leave, the employee shall not engage in gainful employment as this may result in his/her being dropped from the payroll. An exception shall be where full information is given to the Employer in advance if the employee is to be on an approved leave of absence in accordance with any Article of this Agreement.

Article 20 – Job Injury Sick Leave (Non-Civil Service Employees Only)

20.1 All accidents must be reported to the supervisor by the end of the shift when the injury occurs, or upon notice of an aggravation from the incident that caused the injury to insure proper coverage under Workers' Compensation Law.

20.2 The first 3 consecutive calendar days that an employee injured on the job in the employment of the Employer is off work shall be on the basis of flex-leave to which he/she is entitled under the pay plan of the Employer. If such days are subsequently paid through worker's compensation, then the employee may elect to have such days restored to their flex leave account.

20.3 After said 3-day period the employee may elect to use LTII to supplement Workers Compensation benefits to equal their net salary.

Article 21 – Maternity Leave

21.1 Pregnancy and related medical conditions are considered temporary physical disabilities and flex-leave and LTII may be used for absences due to these causes on the same basis as any other temporary physical disability. A doctor's certificate indicating the anticipated dates of physical disability will be required as soon as the employee has knowledge thereof, in addition to doctor's certificates which indicate the actual dates of disability.

21.2 Following the expiration of her paid leave, the employee may request leave without pay per Article 24.

21.3 The employee is expected to return to work as soon as she is physically able to resume job duties. Upon returning to work she must present a doctor's certificate indicating that she is physically able to return to work.

21.4 The employee must be a regular or a regular part-time employee. Employees in a temporary or seasonal status will not be granted leave under this Article.

Article 22 – Voting

22.1 Employees who do not have 3 consecutive hours off outside of their working hours and during the time the polls are open from 7 a.m. to 9 p.m. are entitled to enough time off, with pay, so they will have 3 consecutive hours of time off while the polls are open. However, in such cases, they are required to make written application to their Department Director who, in turn, will determine when time off may be granted.

Article 23 – Military Leave

23.1 All regular employees entering military service of the United States shall be afforded those re-employment rights and benefits as mandated under state or federal law. The only addition is that returning employees serving two or more years of active military service shall be credited on January 1 of the year following his/her return a flex-leave allowance equivalent to that he/she would have been entitled as if the employee had worked the previous year and as

based on the years of service with the City only. Flex-leave does not accumulate during the military leave. The above benefits stated in this article will be void if the employee re-enlists, rather than return to the department, after the initial period of service if this is not otherwise in conflict with state or federal law.

23.2 Flex-leave credits earned but not taken will be honored upon return. The schedule will be authorized by the Department Director.

23.3 LTII will not accumulate during such absence of employee; however, credits previously recorded will be maintained.

23.4 Each regular employee shall be entitled to his/her regular pay during the first 30 calendar days of such military leave.

Article 24 – Special Leave

24.1 The Police Chief may authorize an employee to be absent, without pay, for personal reasons for a period, or periods, not to exceed a total of 8 working days for employees on 10-hour days or 10 working days for those on 8-hour days in any calendar year; or 5 working days in any one instance.

24.2 Any leave of absence for 6 days or more will require the authorization of the Human Resources Director or his/her designee.

24.3 The Human Resources Director or his/her designee may authorize special leaves of absence for any period or periods not to exceed 3 calendar months in any 1 calendar year for the following purposes:

With or without pay for attendance at a college, university, conference or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the Employer; with or without pay for urgent personal business requiring employee's attention for an extended period such as settling estates or liquidating a business; and with or without pay for purposes other than the above that are deemed beneficial to the Employer.

24.4 The Human Resources Director or his/her designee may authorize special leaves of absence for medical necessity after all accrued paid leave is exhausted not to exceed 12 months, but only for such period of time as are operationally feasible for the department. Such leave must be requested, in writing, and supported by a doctor's certificate.

24.5 During periods of medical leave without pay in excess of 30 calendar days, the employee may continue insurance by paying the entire cost of the monthly premiums each month.

An employee who is granted special leave without pay under this Article will not accrue flex-leave or LTII credits after 30 calendar days, but will maintain seniority.

24.6 An employee permitted to attend a seminar, school or conference for the mutual benefit of the employee and Employer will not suffer any loss in pay for the employee's normal workweek for the time necessary for such attendance. An employee will be reimbursed for cost

of transportation, lodging, and meals as limited by the City, while they are away from Cedar Rapids. Any expenses for items required by the school will be reimbursed and such items shall become the property of the Department. Proof of purchase and necessity of purchase will be required to justify reimbursement. The intent is that employees are to be paid their normal pay for the pay period during attendance at seminars, schools or conferences.

Article 25 – Court Leave

25.1 Employees will be called upon to be available for depositions, a pre-trial conference or a court appearance in connection with criminal matters where they may be involved as the arresting officer or a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the employee.

25.2 No employee is to appear unless subpoenaed or ordered by a commanding officer, in writing, except for pre-trial conference with City or County Attorney or their assistants, but no subpoena is required for attendance at a suspension hearing scheduled by the Iowa Highway Patrol.

25.3 An employee required to appear for any of the above on his/her off-duty hours will be paid for all hours spent with a minimum of 2 hours overtime at the rate of time and one-half (1½), which amount will be paid if he/she has to appear on 1 or more cases on a specific date. However, if the employee must appear, on off-duty hours, on 1 case in the morning and return for another in the afternoon, he/she will be paid an additional 2 hours overtime for the second case.

25.4 An employee appearing on his/her off-duty hours for the purpose of taking his/her deposition or for a pre-trial conference will be paid for the time so spent, with a minimum pay of 2 hours overtime at the rate of time and one-half (1½).

25.5 An employee scheduled to appear in court 2 hours or less before his/her normally scheduled duty hours, not including roll call, shall be paid overtime with a minimum of 1 hour for the time that elapses between his/her scheduled appearance in court or the attorney's office and the beginning of his/her normally scheduled duty hours. This provision shall not apply to court cancellation however *(see 25.11)*.

25.6 Each employee appearing in court or appearing in an attorney's office for the purpose of a deposition or pre-trial conference, must have a standard overtime form signed by a member of the court or the attorney requiring his/her appearance, stating that he/she did appear for trial or for deposition or pre-trial conference. The employee must also turn in any subpoena he/she secured with the overtime form. Overtime is to be approved by the Supervisor.

25.7 The above includes preliminary hearings, evidence hearings, grand jury hearings and trial of criminal cases only. The time for which overtime compensation has been paid shall not be counted as hours worked for the purpose of determining further overtime under this Agreement or under the law.

25.8 No pay by the Employer shall be made to an employee involved in a civil case unless written approval is received from the Chief of Police in advance; nor will the Employer pay for

any time spent while testifying for the defendant in a criminal case unless recalled by the defense after testifying for the prosecution or where the employee was the investigating officer(s).

25.9 An employee subpoenaed to testify in a criminal case is expected to report for duty promptly after completing his/her testimony if time remains on his/her shift. If the case is to be heard more than fifty (50) miles outside the limits of the City of Cedar Rapids, the employee, if not scheduled on the day shift that day, will have his/her shift changed; and if not scheduled that day, will be scheduled on the day shift and be scheduled off on another day. Instructions as to expenses and car to be used for the trip will be given to the employee in each instance.

25.10 An employee required to appear in court at a starting time requiring him/her to be released from active duty in order to appear on time, and who is held over in court beyond his/her normal tour of duty, shall be paid only for the time required to be spent in court. Such pay will be at his/her regular rate of pay for the time to the end of his/her normal tour of duty and one and one-half (1½) times his/her regular rate of pay for time spent thereafter.

25.11 Two (2) hours pay at regular rates shall be paid to any employee who is scheduled to appear for a deposition, pre-trial conference or court appearance that is subsequently cancelled, but who does not receive notice of the cancellation at least twelve (12) hours in advance of his/her scheduled appearance.

Article 26 – Family and Medical Leave Act

26.1 Employees are eligible for this type of leave under federal law. The policy and procedures for obtaining and using this type of leave are included in the City of Cedar Rapids Personnel Policy Manual, Section 5.14, Appendix A.

Article 27 – Safety Accidents and Reports

27.1 A bargaining unit representative shall be appointed, who will meet with the Employer representative when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. The Employer shall notify the Union and post on the bulletin board these appointments.

27.2 An employee involved in an accident while operating City equipment shall immediately report said accident to his/her supervisor and is responsible for filling out an accident report promptly, turning in all available names and addresses of witnesses. He/she shall also report any physical injuries sustained by himself/herself or any other persons involved in such accident. Failure to comply with this provision shall subject such employee to disciplinary action.

27.3 An employee who is injured while on duty and is required to leave the job because of such injury and is required to remain off the job by a medical authority will be paid for the balance of his/her shift.

27.4 It is the duty of an employee immediately at the end of his/her tour of duty to report on suitable forms all defects in equipment that he/she has used during the tour.

Article 28 – False Arrest Lawsuits

28.1 The Employer agrees that it will defend any of its employees and, except in cases of malfeasance in office, willful and unauthorized injury to persons, property or willful or wanton neglect of duty, shall save harmless and indemnify such employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their employment or duties.

Article 29 – Bulletin Board

29.1 The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business. No notice relating to social or religious affairs of any outside group except the Police Bargaining Union, will be permitted on these boards. The Union recognizes that the posting of information and notices on this bulletin board may be subject to the approval of the Police Chief or his/her designated representative.

Article 30 – No Strike Clause

30.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, or support any strikes, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful, and proper performance of the duties of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employee, in writing, to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

30.2 The Employer agrees that the Union will not be held responsible or liable for damages under the law for any of the foregoing action by employees covered by this Agreement provided the Union immediately makes a genuine and bona fide effort to end such action; and notify the Employer, in writing, that such action has not been authorized by the Union, and authorizing the Employer to impose proper discipline or discharge for those employees who are guilty of such unauthorized action.

Article 31 – Wages & Deferred Compensation

31.1 Each employee covered by this Agreement shall be paid in accordance with the following position classification and pay rates effective July 1, 2016, July 1, 2017 and July 1, 2018 for first paycheck in July *(see attached respective Schedule P)*

New classifications: The rate of compensation of any new classification introduced in the unit shall be negotiated.

Procedure for review of improperly allocated position: An employee having facts which lead him/her to believe that he/she is improperly classified because of changes in duties occurring after the date of execution hereof, may submit same at the Step 2 grievance procedure;

however, said grievance must be submitted within 15 working days after a change in the duties has been made.

Should any response of said grievance procedure constitute a reallocation of position, no change in pay resulting therefrom shall be effective before the date the grievance was formally filed. If no agreement is reached in the grievance procedure at the 9.4 d) level, the grievance shall not be submitted to arbitration.

31.2 *Special Duty Pay*:

Bomb Squad Special Response Team Meth Lab Investigation	Employees in these three groups to be paid 50% of regular rate of pay in addition to regular pay for all time spent while on special assignment of a hazardous nature that utilizes skills relating to their specialty.

31.3 Each employee shall be eligible to contribute up to the maximum amount allowed by the IRS into a deferred compensation plan currently established by the City. The City agrees to contribute a sum equal to that contributed by the employee up to one-half percent (1/2 %) of the employee's annual salary.

NON-SWORN

31.3 All employees in the entry rate with 12 months or more in their classification shall move to the regular rate. All new-hired employees shall initially be placed in the entry rate of pay for his/her classification.

31.4 An employee being the successful bidder into a job classification higher than his/her current pay grade shall receive a rate of pay of such higher classification which will reflect the lowest actual increase of such employee's present pay rate.

31.5 An employee being the successful bidder into a job classification in the same grade as his/her current job shall receive the same rate as on his/her current job.

31.6 An employee being the successful bidder into a job classification lower than his/her current pay grade shall receive the rate of pay which reflects the least actual decrease.

31.7 Employees bidding into another classification will need to serve one year in that new classification before moving to the regular rate (if they aren't already at that rate).

Article 32 – Complete Agreement

32.1 The Union and the Employer acknowledge that the understandings and agreements arrived at between the parties after negotiations are set forth in this Agreement. Therefore, the Employer and Union, for the duration of this Agreement and any extensions thereof, each voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

32.2 This article is not intended to prohibit discussion between the Employer and employees in regard to existing practices or any changes effected by either the legislature or courts during the term of this Agreement.

Article 33 – Separability and Savings Clause

33.1 It is the sense and intention of the parties hereto that all of the provisions of this Agreement shall comply with all applicable statutes or authority or restriction on authority granted the Employer and any ordinances, rules and regulations made in compliance with such statute.

33.2 In the event that any provision of the Agreement shall at any time be declared invalid by a court of competent jurisdiction or found to be in conflict with any statute, ordinance or rule or regulation made in compliance with such statute, such decision or conflict shall not invalidate the entire Agreement and it being the express intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

33.3 In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiation to modify such provision to comply with such decision.

33.4 *Reserved*

33.5 From the Code of Iowa 601A.14: "Promotion or transfer. After a handicapped individual is employed, the Employer shall not be required under this chapter to promote or transfer such handicapped person to another job or occupation unless, prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation. Any collective bargaining agreement between an employer and labor organization shall contain this section as part of such agreement."

Article 34 – Effective Date

34.1 This Agreement shall be in full force and effect from July 1, 2016, to and including June 30, 2019, and shall continue in full force and effect from year-to-year thereafter unless written notice to change or modify it is served by either party hereto prior to date of expiration, between September 1, 2018, and September 15, 2018.

CEDAR RAPIDS POLICE BARGAINING UNION	**CITY OF CEDAR RAPIDS**
FOR THE UNION	CITY MANAGER
	6/7/16
	ATTEST:
	CITY CLERK
6-2-2016	6/10/16
DATE	DATE

APPENDIX A – Flex-leave Policy

Cedar Rapids Police Bargaining Union

BACKGROUND

All paid leave will be included in one policy that will allow greater flexibility for employees and easier administration for the management staff. With a few exceptions, employees will manage their own paid leave. The policy will include 2 leave accounts:

1. Flex-leave Account; and,
2. Long-term Illness/Injury Account *(LTII)*. The Long-term Illness/Injury account is correlated to the Long Term Disability *(LTD)* insurance waiting period of 90-calendar days or 520 regular scheduled work hours.

POLICY

It is the policy of the City of Cedar Rapids to provide a Flex-leave program that will include all paid leave except as listed below.

EXCLUSIONS

This policy *does not* include nor does it apply to:

1. time coming;
2. pay for work performed on a holiday;
3. regularly scheduled holiday *(i.e.: Christmas, New Year's Day, Thanksgiving, etc.)*;
4. workers compensation;
5. jury duty; or,
6. military leave.

SCOPE

This policy is applicable to all employees in Cedar Rapids Police Bargaining Union.

EXCEPTIONS

Any employee on an unpaid leave of absence in excess of 30 days will not accrue Flex-leave or Illness/Injury leave. Accrual will apply to the first 30 days only.

DEFINITIONS

1. *Anniversary Date*: Employee's last date of hire as a regular employee with the City.
2. *Flex-leave Account*: Current accumulations of paid leave.
3. *Long-term Illness/Injury Account:* Accumulated paid leave *accessed only* as a result of illness/injury after 40 hours *(pro-rated for part-time employees)* of flex-leave for medical purposes. Employees on a concentrated medical treatment program *(i.e.: chemotherapy regiment, etc.)* or those who have a second major illness within a 12-month anniversary year may be eligible to access for the time spent in treatment without meeting the 40.
4. *Scheduled Leave:* This paid leave requires notification by the employee and approval received from the Department Director or designee no later than the end of the employee's previous workday or what would have been the end of the previous workday had the employee been scheduled to work. Approval of scheduled leave by the Department Director or designee is subject to the operational needs of the department. A waiver of such notification includes if an employee must leave work due to illness or other emergency situation. Employees with a diagnosed, chronic illness that is certified by the attending physician, in advance, may be granted, at the discretion of the Department Director,

additional scheduled leave. Such employee will be required to cooperate fully in order to qualify. An employee is not required to use flex-leave for the day of the funeral of a spouse, parent, child, sibling, grandparent, grandchild, or domestic partner if the funeral is on a day an employee is normally scheduled to work.

5. *Unscheduled Leave:* This paid/unpaid leave requires that notification must be provided to the Department Director or designee prior to the employee's workday. Approval of unscheduled leave is subject to operational requirements of the department.

SPECIFIC PROVISIONS

1. Employees will have 2 paid leave accounts:
   a: Flex-leave Account
   b: Long-term Illness/Injury Account
2. Employees will accumulate paid leave in their Flex-leave Account on a monthly basis, the first pay day of the month according to the following schedule *(part-time accrue on a pro-rata basis)*:

   Sworn/Record Tech Accrual
   Completion of 1 month through 12 months of service ..... 16.7 hours monthly
   Completion of 13 months through 72 months of service..... 20.0 hours monthly
   Completion of 73 months through 132 months of service..... 23.4 hours monthly
   Completion of 133 months through 192 months of service..... 26.7 hours monthly
   Completion of 193 months of service..... 30.0 hours monthly

   Non-Sworn Non-Record Tech Accrual
   Completion of 1 month through 12 months of service ..... 8.7 hours monthly
   Completion of 13 months through 72 months of service..... 12.0 hours monthly
   Completion of 73 months through 132 months of service..... 15.4 hours monthly
   Completion of 133 months through 192 months of service..... 18.7 hours monthly
   Completion of 193 months of service..... 22.0 hours monthly

   Employees will accrue 6 days annually into the Long-Term Illness/Injury Account.

3. Employees may utilize the Flex-leave Account either as scheduled or unscheduled leave.
   a. Scheduled leave will be deducted from either the Flex-leave Account or the Long-term Illness/Injury Account, whichever is applicable.
   b. Unscheduled leave will be deducted from the Flex-leave Account only. Employees who have used Unscheduled Leave 5 times up to 40 hours in a calendar year *(pro-rated for part-time employees)* will be required to take additional Unscheduled Leave during the calendar year without pay except for those situations spelled out under the *DEFINITIONS* section of this policy.
4. Employees required to take unscheduled and/or scheduled leave for medical reasons in excess of 40 consecutive hours *(pro-rated for part-time employees)* may use any accumulated paid leave from the Long-term Illness/Injury Account for any additional consecutive hours of leave for medical reasons. The employee must provide the Employer with a statement from his/her attending physician certifying the employee's disabling illness or injury, and duration thereof, before the accumulated leave from the Long-term Illness/Injury Account is approved for use.
5. Employees with an unused accumulated balance in the Flex-leave Account on the employee's anniversary date will be allowed to carry the balance into the next year or exercise the option

outlined in paragraph 6. Employees are allowed a maximum accumulation of 12 times their monthly accrual rate in effect on the employee's anniversary date in the Flex-leave Account. Employees who terminate employment with the City will receive payment for the balance in the Flex-leave Account accrued through the employee's last day of employment.

6. Employees who have an accumulated balance of flex-leave in their accounts on their anniversary of less than the annual accrual may elect any combination of the following:
   a. carry part or all of the balance into the next year;
   b. convert up to 48 hours *(pro-rated for part-time employees)* to cash at their regular rate on their anniversary date if the Long-term Illness/Injury Account is at or above 520 hours or the applicable part-time requirement, which will be paid to the employee in the month following their anniversary;
   c. transfer hours to the Long-term Illness/Injury Account.
7. Employees who have Flex-leave Account in excess of maximum allowed *(see paragraph 5)* are required to exercise one of the following options, applicable:
   a. If the Long-term Illness/Injury Account is less than 520 hours, the employee must transfer the excess amount to the Long-term Illness/Injury Account until 520 hours *(pro-rated for part-time employees)* is accumulated.
   b. If the Long-term Illness/Injury Account is already at 520 hours, the employee has the option of transferring all or a portion of such excess hours in the Flex-leave Account to the Long-term Illness/Injury Account and/or converting up to 48 hours *(pro-rated for part-time employees)* to cash at their regular rate on their anniversary date.
8. Employees may donate Flex-leave Account hours to another employee who is on an unpaid medical leave of absence and has exhausted all paid leave hours.
9. Employees will be covered by a Long Term Disability insurance plan.

Letter of Understanding – Uniforms and Clothing Allowance

Effective April 9, 2013
between
City of Cedar Rapids Police
and
Cedar Rapids Police Bargaining Union

The Employer agrees to provide uniform and clothing allowance to the following classifications:

Uniformed Police Officers – Uniforms and special equipment furnished, $100 per year allowed for dry cleaning. Present quartermaster system will continue. A shoe *and glove* allowance of $50 shall remain in effect, maximum 2 pair of shoes per year. A total of $100 shall be allowed at one time for the year or may accumulate for 2 years if the employee requests. If the employee elects to furnish his/her own shoes, he/she shall be reimbursed in the same dollar amount as the current allowance of shoes furnished by the Employer. Maximum 12 pairs of black socks for those required to wear black shoes.

Plain Clothes Officers – $400 clothing allowance paid twice yearly *($800 maximum)*. A dry cleaning allowance of $100 per year.

All allowances, cleaning, clothing and shoes/gloves are on a use it or lose it basis within the calendar year time frame described above.

Anyone required by the Chief to wear a specific uniform – one-half (½) price of uniform rental or clothing furnished, whichever is less expensive, to Department.

Police Property Technicians - A shoe allowance of $50 shall remain in effect, maximum 1 pair of shoes per year. A total of $50 shall be allowed at one time for the year or may accumulate for 2 years, with a maximum of $100, if the employee requests. Uniforms will be provided using quartermaster system.

Letter of Understanding – Directive: Position Vacancies and Transfers

Effective April 9, 2013
between
City of Cedar Rapids Police
and
Cedar Rapids Police Bargaining Union

The selection of specialty assignments will be administered per the Directive: Position Vacancies and Transfers. Any changes to the aforementioned Directive must be made from a committee consisting of an equal number of management and union representatives.

The selection of the specialty assignments will be made in accordance with this Directive.

SCHEDULE P – July 1, 2016 – June 30, 2019

Cedar Rapids Salary and Wage Schedule – Police Unit
Effective 1st payday in July, 2016

Civilian
Classifications

Title	Grade	Step 1 (Entry)	Step 2 (1 Year)	Step 3 (2 Years)	Step 4 (3 Years)	Step 5 (5 Years)	Step 6 (10 Years)
Records Technician	16	18.22	19.86	21.40	21.81	22.18	22.95
Background Check Technician	16	18.22	19.86	21.40	21.81	22.18	22.95
Title	**Grade**	**Step 1 (Entry)**	**Step 2 (1 Year)**	**Step 3 (10 Years)**			
Police Property Technician	29	27.06	27.42	28.20			

- Wage Adjustment = 2.75%
- Rates are on an hourly basis
- Shift Differential: $0.25 per hour additional for employees who are working ***the majority of*** their work shift between 2:30 p.m. and 8:30 a.m. at straight time.
- Standby equates to $1.66/hr

Police Officer Classification

Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Police Officer	30	25.24	26.25	27.30	28.39	29.52	30.71	31.94	33.21	34.54	35.92	37.36

- Employees progress through steps one step increase per fiscal year moving on July 1st of each year for July 1, 2016 – June 30, 2019
- Rates are on an hourly basis
- Shift Differential: $0.25 per hour additional for employees who are working ***the majority of*** their work shift between 2:30 p.m. and 8:30 a.m. at straight time.
- Standby equates to $1.66/hr

Cedar Rapids Salary and Wage Schedule – Police Unit
Effective 1st payday in July, 2017

Civilian Classifications

Title	Grade	Step 1 (Entry)	Step 2 (1 Year)	Step 3 (2 Years)	Step 4 (3 Years)	Step 5 (5 Years)	Step 6 (10 Years)
Records Technician	16	18.72	20.41	21.99	22.41	22.79	23.58
Background Check Technician	16	18.72	20.41	21.99	22.41	22.79	23.58
Title	**Grade**	**Step 1 (Entry)**	**Step 2 (1 Year)**	**Step 3 (10 Years)**			
Police Property Technician	29	27.80	28.17	28.98			

- Wage Adjustment = 2.75%
- Rates are on an hourly basis
- Shift Differential: $0.25 per hour additional for employees who are working ***the majority of*** their work shift between 2:30 p.m. and 8:30 a.m. at straight time.
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- Standby equates to $1.66/hr

Cedar Rapids Salary and Wage Schedule – Police Unit
Effective 1st payday in July, 2018

Civilian
Classifications

Title	Grade	Step 1 (Entry)	Step 2 (1 Year)	Step 3 (2 Years)	Step 4 (3 Years)	Step 5 (5 Years)	Step 6 (10 Years)
Records Technician	16	19.23	20.97	22.59	23.03	23.42	24.23
Background Check Technician	16	19.23	20.97	22.59	23.03	23.42	24.23
Title	**Grade**	**Step 1 (Entry)**	**Step 2 (1 Year)**	**Step 3 (10 Years)**			
Police Property Technician	29	28.56	28.94	29.78			

- Wage Adjustment = 2.75%
- Rates are on an hourly basis
- Shift Differential: $0.25 per hour additional for employees who are working ***the majority of*** their work shift between 2:30 p.m. and 8:30 a.m. at straight time.
- Standby equates to $1.66/hr

Police Officer Classification

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Police Officer	30	25.24	26.25	27.30	28.39	29.52	30.71	31.94	33.21	34.54	35.92	37.36

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