Coralville Coralville Police Officers Assn. 7/1/06 - 6/30/09

CORALVILLE/POLICE OFFICERS ASSN. 06-09

2006-2009 AGREEMENT

BETWEEN THE

CITY OF CORALVILLE

AND

RECEIVED
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PUBLIC EMPLOYMENT
RELATIONS BOARD

THE CORALVILLE POLICE OFFICERS ASSOCIATION REPRESENTING THE PATROL OFFICERS OF THE CORALVILLE POLICE DEPARTMENT

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This Agreement entered into by the City of Coralville, hereinafter referred to as the Employer, and the Coralville Police Officers Association representing the Patrol Officers of the Coralville Police Department, hereinafter referred to as the Union.

ARTICLE I

CHECK OFF

Section 1. The City agrees to deduct Union membership fees and dues in a specific dollar amount as specified in Section 4 of this Article from the pay of those employees who individually authorize in writing that such deductions be made. Authorizations delivered to the City ten (10) days prior to the first (1st) day of a month shall become effective on the first (1st) day of the succeeding month. Any change in check off shall be authorized by the individual.

Section 2. Check off moneys will be deducted from the employees salary twice each month.

Section 3. The City will not deduct dues beginning the first (1st) of the month after which the officer is no longer a part of the bargaining unit. Any officer may voluntarily cancel or revoke authorization for check off upon ten (10) days written notice to the City and the Union.

Section 4. The City agrees to withhold, upon receipt of proper authorization from an officer, union dues twice each month from each officer's salary to be paid by the City at least once quarterly to the Treasurer of the C.P.O.A.

Section 5. The City will not be liable for damages arising by virtue of mistakes in connection with funds collected under the provisions of this Article.

ARTICLE II

SENIORITY

Section 1. Seniority shall mean the status, priority, or precedence obtained as a result of continuous length of service as a Coralville police officer. Seniority shall commence on the date of employment as a Coralville police officer and shall become applicable immediately following completion of the probationary period.

Section 2. An officer shall lose seniority rights upon:

a. Resignation.

b. Discharge for just cause.

c. Absence from work for a period of one (1) scheduled working day without notifying the City or without good excuse.

d. Giving a false reason for leave of absence.

e. Failing to report for work within fifteen (15) days after notice from the City (by United States Certified Mail with Return Receipt Requested to last known address) notifying him/her to report for work following lay-off.

Section 3. Full-time officers' seniority shall accrue during all special leaves, disabilities, sickness, vacation or other periods of time unless there is a specific provision to the contrary in this Agreement. In the event that more than one (1) individual has the same seniority date the order of seniority will be determined by lot.

Section 4. Except as otherwise specifically provided herein, seniority shall be the controlling factor to be considered in making determinations for vacations, leave schedule, lay off, and recall.

ARTICLE III

DAILY AND WEEKLY HOURS OF WORK

Section 1. Work Day. A work day shall consist of eight (8), ten (10) or twelve (12) consecutive hours with the officer reporting fifteen (15) minutes prior to the commencement thereof and staying, if requested to do so, fifteen (15) minutes after such work period. Any change in the number of hours in a work day by the City shall be mutually agreed upon by the Administration and the CPOA prior to implementation.

Section 2. Hours of work constituting a regular scheduled shift for full-time personnel shall be forty (40) hours of work per week.

Section 3. Rest Periods. To the greatest extent possible, each officer shall be granted two (2) fifteen (15) minute rest periods during each work day. The first (1st) rest period to occur between the second (2nd) and third (3rd) hour, and the second (2nd) rest period to occur between the fifth (5th) and sixth (6th) hour. The rest periods set forth herein may be varied upon mutual agreement of the officer and his/her supervisor.

Section 4. Lunch Period. To the greatest extent possible, each officer shall be granted a lunch period of thirty (30) minutes during each work day between the third (3rd) and sixth (6th) hour thereof unless otherwise mutually agreed between the officer and his/her supervisor.

Section 5. Notification. To the greatest extent possible, an officer shall be notified twenty-four (24) hours in advance if he/she is required to work on a day off.

Section 6. Straight Time Pay. Straight time pay (sometimes herein referred to as regular pay or regular wage) shall mean the base hourly rate paid for the regular working day and working week and shall be calculated by dividing the annual salary by two thousand eighty (2,080) hours.

ARTICLE IV

TERMS AND ELIGIBILITIES

Section 1. Classification of Employees: A full-time employee is a person who works forty (40) hours or more a week on a regular basis.

ARTICLE V

OVERTIME - STANDBY

Section 1. Overtime. Overtime shall be paid in accordance to the Fair Labor Standards Act.

Section 2. An officer who has left work and is recalled with less than twenty-four (24) hours prior notice shall receive credit for a minimum of two (2) hours of overtime. This provision shall not be applicable to detectives on normal week or weekend call.

Section 3. Overtime Equalization

a. To the greatest extent possible, overtime shall be assigned to officers equally considering seniority, the type of work required, the ability of the individual officer, his/her availability, and his/her desire to perform the overtime service.

b. The parties agree that the above overtime equalization provisions or any other provisions of this contract shall not be construed to mean that overtime is voluntary. Employees requested to work overtime are required to do so.

Section 4. Restricted Time. The parties realize that it may be necessary or desirable for the City to require officers to be available on a restricted status where they may be called to duty upon short notice. The City shall advise such officer at the earliest possible date of any such required restricted service, and the officer shall receive one (1) hour of compensation at straight time for each ten (10) hours of restricted time.

This provision shall not be applicable to detectives on normal week or weekend call.

Section 5. Accumulated Overtime. Overtime accumulation for time off may be accumulated up to a maximum of sixty (60) hours.

1) All overtime officer's choice of paid over time or comp time except:

a) Department meetings

b) and all scheduled training time.

2) All court time is officer's choice of paid overtime or comp time. The parties agree that in making this provision, paid court overtime to CPOA members shall not exceed $4,000 in any fiscal year.

Section 6. The greater of two (2) hours or actual time spent will be credited to an officer when, in obedience to a subpoena or direction by proper authority, appears for the

federal government, the State of Iowa, or a political subdivision or in a private litigation when not a party to the litigation. When such appearances arise from the performance of his/her duties, obligations, or activities as a police officer, the officer will be compensated at the overtime rate.

ARTICLE VI

HOLIDAYS

The following days shall be recognized and observed as paid holidays for all eligible Employees: New Year's Day, President's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, and two (2) personal holidays timely selected by the employee requiring department head approval.

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.

If an employee is required to work on a holiday, then compensatory time shall be made available to such employee at the rate of one (1) day for each holiday worked and four (4) hours straight time paid. The employee will receive such compensation for the actual holiday worked.

Section 1. To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first (1st) scheduled work day immediately following each holiday. Employees shall not be eligible for holiday pay during a layoff or any period of leave of absence without pay.

ARTICLE VII

VACATIONS

Section 1. Vacations shall be earned and accumulated by pay period according to the following schedule:

Months of Service	Days Earned Per Month
0 - 12	.5
13 - 36	1.0
37 - 60	1.25
61 - 120	1.5
121 - 180	1.75
181 - 240	2.0
241+++	2.25

Vacation time commences on date of employment as a Coralville Police Officer but cannot be used until completion of a minimum of six (6) months active duty.

The maximum annual carryover from one (1) year to another shall be twice the annual entitlement.

Section 2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the working day immediately preceding the employee's vacation period.

Section 3. In scheduling vacation (annual leave), choice of time and amounts shall be governed by seniority provided employees submit their vacation requests at least sixty (60) calendar days prior to the requested time off. When vacation requests are not submitted sixty (60) days in advance, vacations will be granted on a first come, first served, basis.

Section 4. Choice of Vacation Period. Department heads shall use their discretion regarding the time vacations are taken with preference given to seniority and tenure. Seniority for vacation leave is based on length of service in current job position or classification. Seniority is applicable only on the first choice of vacation leave in the event the vacation is split. In the event the vacation leave is split, the second (2nd) split shall be taken at the discretion of the Commander concerned. Commanders shall determine total number of personnel they will authorize to be on vacation leave at one (1) time, with the approval of the Chief of Police.

Section 5. Holiday During Vacation Period. If a holiday occurs during the period an employee is taking scheduled vacation, the employee will not be charged a vacation day for the holiday.

ARTICLE VIII

SICK LEAVE

Section 1. Accumulation. Officers shall be granted one and one-half (1/1/2) days of sick leave for each month, and shall have the right to accumulate unused sick leave up to a maximum of nine hundred sixty (960) hours (one hundred twenty [120] days). Sick leave shall not be granted for an officer having a leave without pay. Any officer granted a paid leave shall continue to earn sick leave. Separation from city employment shall cancel all unused accumulated sick leave. Upon retirement, employees shall receive cash payment for accumulated, unused sick leave as per City Code. This provision does not apply if the City goes under civil service according to same code.

Section 2. Use of Sick Leave.

a. After completion of the initial probationary period, a day of accumulated sick leave shall be used for each day an officer is sick and off work during a work week, or if less than a day, on an hour to hour basis. A doctor's statement regarding the nature of the illness and recovery therefrom may be required. A supervisor may request an individual examination, if it is deemed in the best interest of the City. Said examination shall be at City's expense and the City will have the right to designate the doctor. Reasonable notification by the supervisor of the need for a doctor's statement will be given in order to allow time to comply.

b. In addition to sickness of an officer, sick leave may be used for:

(1) Duty connected disability.

(2) Serious illness or hospital confinement of a spouse or child, or critical illness of the officer's mother, father, mother-in-law, father-in-law, brother, sister, or grandparents, pregnancy related illness or recovery of an officer's spouse, as well as any other members of the immediate household of the officer up to a maximum of forty (40) hours per year.

(3) Health maintenance needs, e.g., doctor or dentist appointments. The officer will make every attempt to schedule such appointments in off-duty hours.

Section 3. Notification. An officer shall notify his/her supervisor or a supervisor on duty on the shift immediately preceding his/her, as soon as reasonably possible, of any sickness or illness which will cause him/her to miss work and unless such notification is given within one (1) hour after the beginning of the work day, the

absence will not be charged to sick leave, but may be charged to other accumulated leaves or to leave without pay. Employees who become sick on duty shall notify the shift supervisor before leaving duty.

Section 4. Sick leave shall not be paid for the last scheduled work day immediately before or the first (1st) scheduled work day following a vacation day, except on presentation of a doctor's certification.

ARTICLE IX

SPECIAL LEAVES

Section 1. Funerals. Where death occurs in the immediate family of the employee, accrued sick leave may be used, not to exceed twenty-four (24) hours per occurrence to attend the funeral of said family member. Immediate family is defined as the spouse, children, mother, father, stepparents, sister, brother, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, or permanent member of the immediate household.

Section 2. Jury Duty. Any officer summoned for jury duty shall receive regular standard time pay during any period of jury service and shall earn and be entitled to all benefits as if on duty without charge against sick or vacation leave. The City shall receive the pay earned from such jury service but the officer shall receive allowances for mileage and expenses unless furnished by the City. An officer who is summoned for jury duty but is not selected to serve on the jury and is discharged with an hour or more remaining on his/her shift shall return to work.

Section 3. Witness Fees. An officer shall be granted leave with pay when required to be absent from work for the purpose of testifying in court or appearing in response to any legal summons and the City shall receive the witness fees except the witness fees paid to an officer for off duty periods which belong to said officer.

Section 4. Military Leave. Officers belonging to or called by any branch of the Armed Forces of the United States shall, when ordered to active service, be entitled to a leave of absence for such period of time that the member serves in such capacity and until discharged therefrom. The City shall comply with applicable law in regard to military leave.

Officers subject to the foregoing shall, upon reinstatement to City employment, retain their original employment date for the purpose of determining seniority and eligibility for salary advancement just as though such time spent in service of the United States had been spent in regular employment with the City.

Section 5. Voting Time. An officer shall be permitted to vote during the work day in any national, state, or local election if it is not reasonably possible to vote during off hours, and no charge shall be made for time spent for such purpose.

ARTICLE X

LAY-OFFS

Section 1. The City shall determine whenever it is necessary to relieve officers for lay-off.

Section 2. Officers separated because of lay-offs will be given formal written notice at least two (2) weeks in advance of the separation date or two (2) weeks of regular base pay in lieu of such notice.

ARTICLE XI

TRAINING

Section 1. To the greatest extent possible, an officer shall receive or have the opportunity to attend training programs, and for such purpose each officer shall be treated in a fair manner.

Section 2. The City may require attendance of an officer at any location for the purpose of training on the basis of a normal duty day assignment. The City will, in addition to paying the cost of the program, pay for meals, lodging, the expense of transportation, tuition, and the necessary books and supplies.

Section 3. In the event an officer is not performing his/her duties satisfactorily, the Chief may require such officer to complete a special training course as recommended by the City in an effort to assist said officer to achieve satisfactory performance of his/her duties. Any such requirement shall be at the expense of the employee. During this period the officer would receive his/her regular salary.

Section 4. Upon approval of the Chief of Police, an officer shall be entitled to attend a non-required training program. Time spent in training shall not be charged against an officer's overtime days off, sick or vacation leave, provided said program is job related as determined by the Chief of Police and approved by the City.

Section 5. This Article shall not be applicable to training programs attended by an officer on a voluntary basis when not on duty.

ARTICLE XII

PERSONNEL TRANSACTIONS

Section 1. An officer will be given copies of all documents placed in his/her evaluation file within ten (10) days of the time any such document is placed therein. No document will be considered for the purpose of evaluation, promotion or discipline of an officer unless such document has been placed in the officer's evaluation file.

ARTICLE XIII

SHIFT TRANSFERS

Section 1. The shift transfer procedure shall be opened once a year, the time shall be at the discretion of the Chief of Police. In the event an officer desires to transfer to a different shift the officer shall make application to the Chief of Police. The Chief of Police shall have the final decision on all assignments and transfers.

In the event an application for transfer is filed because of an emergency, the Chief of Police will give special consideration to the facts and circumstances related thereto.

Subject to the foregoing, officers may trade shifts provided that the Chief of Police approves any such transfer.

Section 2. No officer who is transferred shall lose any days off, sick or vacation leave by virtue of such transfer unless mutually agreed by the officer and the City.

ARTICLE XIV

INSURANCE COVERAGES

Section 1. Full-time employees shall be provided at the Employer's expense a single person or family insurance policy (as per employee's request).

Plan Design Change ~ Deductible

	1st Year	2nd Year	3rd Year
Single:	$100	$100	$250
Family:	$200	$200	$400

Plan Design Change ~ Out of Pocket Maximum

	1st Year	2nd Year	3rd Year
Single:	$500	$500	$500
Family:	$500	$500	$1000

The City Flexible Benefit Program will include a section 125 tax saver plan in accordance with the IRS rules and regulations. All premiums will be paid on a pre-tax basis. If an employee wants to pay on an after tax basis it will be the responsibility of the employee to contact the City to make arrangements.

If a full time employee qualifies for the family insurance plan and opts for the single plan, the City of Coralville shall deposit $100.00 of the premium difference into the employees Flexible Benefits account. The employee shall designate the deposit for medical care, dependent care, or a combination of the two.

The city will provide full time employees $15,000 double indemnity group life insurance, and disability insurance.

Section 2. It shall be the employer's responsibility to purchase and carry coverage for Police Professional Liability with a minimum policy limit of five hundred thousand dollars ($500,000.00) at no cost to the employee.

Section 3. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

Section 4. The City shall have the right at any time to procure the insurance referred to in this Article from any reputable insurance company.

ARTICLE XV

EQUIPMENT

Section 1. Any officer operating a motor vehicle shall, at some period during or immediately following the work day, report any defect noticed by him/her in said vehicle to the shift commander.

Section 2. The City will furnish required motor vehicles and other required equipment.

Section 3. An officer who is required to operate a motorcycle or to perform walking patrol in inclement weather will be provided with adequate protective clothing as reasonably determined by the Chief.

Section 4. To the greatest extent possible, officers shall properly use the equipment furnished by the City.

Section 5. Equipment issued by the City shall be returned to the City at such time as the employment of an officer is terminated. Non-expendable items not returned will be paid for by the officer.

Section 6. Each officer on duty, regardless of assignment or proximity to other officers, shall be provided with a proper functioning portable two-way radio capable of transmitting and receiving on the radio frequencies assigned to the Coralville Police Department. In addition, officers assigned to walking, traffic control, or any other assignment which creates difficulty in hearing radio transmissions shall be provided with a remote speaker/microphone attachment to the portable radio unit enabling the officer to hear radio transmissions without removing the portable radio from its belt carrier.

ARTICLE XVI

WEAPONS AND SPECIAL EQUIPMENT

Section 1. The City shall provide each officer with a regulation weapon.

Section 2. Service ammunition for regulation weapons shall be provided by the City.

Section 3. The City may, upon officer's request, provide up to fifty (50) rounds of target ammunition monthly for each officer required to carry a weapon to enable the officer to maintain efficiency with the weapon. The Chief of Police shall prescribe the amount and use to be made of such ammunition.

Section 4. The City will furnish bullet proof vests which will be in possession of each officer while on duty.

ARTICLE XVII

UNIFORMS

Section 1. The City shall provide each officer with uniforms used in the performance of the duties of police officers (original issue - new equipment).

a. One (1) winter and one (1) summer regulation hat and one (1) training cap.

b. Two (2) regulation ties.

c. Four (4) winter and four (4) summer blue permanent press regulation shirts.

d. Four (4) pairs of regulation trousers.

e. One (1) winter coat and liner and one (1) summer regulation jacket.

f. One (1) raincoat.

g. One (1) hat cover.

Section 2. a. Each plain clothes person will receive a clothing allowance of:

	1st Year	2nd Year	3rd Year
Plain clothes:	$500	$525	$550

to be paid semi-annually.

b. Each uniformed officer will receive a reimbursable uniform cleaning/maintenance allowance of one hundred seventy-five dollars ($175.00) per year to be paid semi-annually.

Section 3. Replacement:

a. Clothing damaged in the line of duty shall be ordered within seven (7) days of receipt of the report of the loss or damage.

b. All uniforms shall be replaced by the City as needed upon the determination of the Chief of Police. In order to receive replacements, the items to be replaced must be surrendered to the designated supervisor. This clothing shall be ordered within seven (7) days of receipt by the designated supervisor.

c. Replacement of non-uniform items damaged in the line of duty, excluding items damaged as a result of the officer's negligence, may be provided upon request of the Chief of Police and approval of the City Council. Replacement shall require a memo through the immediate supervisor accompanied by an estimated cost of purchase.

ARTICLE XVIII

DUTY OUTSIDE THE CITY

Section 1. In the event the City directs any officer to perform duties outside the corporate limits of the City of Coralville, such officers shall receive every benefit, right and privilege to which he/she would have been entitled had said duties been performed within the Corporate limits of Coralville, Iowa. In addition, an officer shall be entitled to such benefits, rights and privileges if engaged in "hot pursuit" of an offender outside the corporate limits of Coralville, Iowa, or called upon for Mutual Aid.

ARTICLE XIX

SUPPLEMENTAL EMPLOYMENT

Section 1. Officers shall be permitted to augment their income by other employment provided that said other employment does not conflict with the duty hours of the officer or with the satisfactory or impartial performance of duties as a police officer for the City of Coralville, Iowa.

Section 2. The officer agrees to notify the Chief of Police in advance of the name, address, and telephone number of any employer, and if the supplemental employment is related to or along the lines of police work, to request permission from the Chief and notify the Chief of the work schedule, compensation, and specific duties in addition to the above information. All supplemental employment which is related to or along the lines of police work and that requires the wearing of City issued uniform and weapon will not have compensation over and above the regular hourly pay schedule that the senior officer receives from the City.

ARTICLE XX

GRIEVANCE PROCEDURE

A. Grievance Definition - Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement.

B. Purpose and Procedure

1. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption of work. The City shall solely determine whether an interference has occurred under this paragraph. Unless agreed to by the employer, all grievances shall be processed outside the employee's work day.

4. All grievances must be presented within fourteen (14) calendar days of the date of occurrence of the event giving rise to the grievance.

5. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this Article.

6. At all steps of a grievance the employer and Union shall have the right to have representatives to attend any meeting required to resolve the grievance. Every employee covered by the Agreement shall have the right to present grievances in accordance with these procedures.

Step I. The Union steward, with or without the Employee, shall take up the grievance or dispute with the Chief of Police or employee's immediate supervisor within fourteen (14) calendar days of the date of the grievance or the Employee's knowledge of its occurrence. The Chief of Police or employee's immediate

supervisor shall attempt to adjust the matter and respond to the steward within fourteen (14) calendar days.

Step II. If the answer is not satisfactory, the matter shall be presented in writing by the Union Steward to the Chief of Police within fourteen (14) working days after the supervisor's response is due. The Chief of Police shall then respond to the Union steward or grievance committee in writing within fourteen (14) calendar days.

Step III. If the grievance still remains unadjusted, it shall be presented by the chief steward, Union representative or Union president to the Labor Relations Committee in writing within fourteen (14) calendar days after the response of the Chief of Police is due. The Labor Relations Committee shall respond in writing to the chief steward, representative or Union president (with a copy of the response to the local Union secretary) within fourteen (14) calendar days.

Step IV. If the grievance is still unsettled, either party may, within twenty (20) calendar days after the reply of the Labor Relations Committee is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) calendar days after notice has been given. The Public Employee Relations Board shall be requested to provide a list of seven (7) arbitrators. The parties shall be determined by a coin toss which party shall have the right to alternately strike one (1) name at a time from a list until one (1) shall remain. The party selected to remove the first (1st) name shall do so within three (3) calendar days after receipt of the list. Each party shall have one (1) calendar day to remove the next name. The remaining name shall be the arbitrator.

The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of the Agreement to the settlement of issues and grievances arising hereunder.

Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative.

ARTICLE XXI

COMPENSATION

Section 1. See Appendix "A" for salary schedule.

Section 2. Shift differential pay of fifteen cents (15¢) per hour plus the regular hourly rate shall be paid to any employee working the 3:00 P.M. to 11:00 P.M. shift. A shift differential pay of twenty cents (20¢) per hour plus the regular rate shall be paid to any employee working the 11:00 P.M. to 07:00 A.M. shift. A shift differential pay of twenty cents (20¢) per hour plus the regular rate shall be paid to any employee working the power shift.

Section 3. In the event that any officer is designated in a higher job classification on a temporary basis, said officer shall receive his/her own pay and a premium pay of an additional four dollars and fifty cents ($4.50) per hour for such time he/she will be serving:

ARTICLE XXII

STRIKES AND LOCKOUTS

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE XXIII

PUBLIC EMERGENCY

Section 1. The provisions of this Agreement may be suspended by the City Council during the period of a declared public emergency.

ARTICLE XXIV

GENERAL CONDITIONS

Section 1. Waiver. This Agreement supersedes and cancels all previous agreements between the City and the Union and constitutes the entire agreement between the parties.

Section 2. Savings Clause. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

Section 3. Termination. This Agreement shall be in effect as of the 1st day of July, 2006, and shall remain in full force and effect until the 30th day of June, 2009.

FOR THE UNION:

MELEAH DROLL, PRESIDENT

Date: 6-30-06

FOR THE CITY OF CORALVILLE:

JIM L. FAUSETT, MAYOR

Date: _____

GARY L. RAY, CHIEF NEGOTIATOR

Date: _____

APPENDIX A

Salary Schedule

Police Department

July 1, 2006 - June 30, 2009

July 1, 2006 - June 30, 2007 ~ 3% Increase					
Start - 12 Months	12 - 24 Months	24-42 Months	42-60 Months	60- 78 Months	After 78 Months
$35,938	$38,172	$45,382	$49,241	$50,413	$50,845
$1,382.24	$1,468.16	$1,745.47	$1,893.90	$1,938.95	$1,955.59

July 1, 2007 - June 30, 2008 ~ 3% Increase					
Start - 12 Months	12 - 24 Months	24-42 Months	42-60 Months	60- 78 Months	After 78 Months
$37,016	$39,317	$46,744	$50,719	$51,925	$52,371
$1,423.71	$1,512.20	$1,797.84	$1,950.72	$1,997.12	$2,014.26

July 1, 2008 - June 30, 2009 ~ 3.25% Increase					
Start - 12 Months	12 - 24 Months	24-42 Months	42-60 Months	60- 78 Months	After 78 Months
$38,219	$40,595	$48,263	$52,367	$53,613	$54,073
$1,469.98	$1,561.35	$1,856.27	$2,014.12	$2,062.03	$2,079.72

Employees must remain in probationary status a minimum of twelve (12) months, but may become eligible for permanent status after completing twelve (12) months of satisfactory performance with the City.