

**AGREEMENT**

**BETWEEN**

**THE CITY OF DUBUQUE, IOWA**

**AND**

**DUBUQUE POLICE PROTECTIVE ASSOCIATION**

**July 1, 2024 – June 30, 2029**

Reopen contract as to Wage Plan (Appendix A) and mutually agreed upon economic articles in FY28 and FY29.

## **PREAMBLE**

This Agreement is made and entered into this first day of July, 2024, by and between the City of Dubuque, Iowa (hereafter called the City) and the Dubuque Police Protective Association (hereafter called the Association) and between the City and the Association on behalf of the employees in the Bargaining Unit, recognized and described under the Recognition Article of this Agreement.

## DUBUQUE POLICE PROTECTIVE ASSOCIATION CONTRACT

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## **ARTICLE 1: RECOGNITION**

The City recognizes the Dubuque Police Protective Association, certified by the Public Employment Relations Board in Case #452 (December 1, 1975) and as amended in Case #3317 (March 15, 1989) as the exclusive bargaining representative for the employees of the City of Dubuque in the following classifications: Patrol Officer and Corporal.

## **ARTICLE 2: GENERAL CONDITIONS**

### **A. Public Employer Rights**

Public employers shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees.
2. Hire, evaluate, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

B. Public Employee Rights

Public employees shall have the right to:

1. Organize, or form, join or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by Iowa Code Chapter 20 or any other law of the State.
4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessment or service fees of any type.
5. Exercise any right or seek any remedy provided by law, including but not limited to those rights and remedies available under relevant Iowa Code Sections and Chapters (e.g., §70A.28 and §70A.29, Chapter 8A, subchapter IV, and chapters 216 and 400).

**ARTICLE 3: NO STRIKE CLAUSE**

It shall be unlawful for any public employee or any employee organization directly or indirectly, to induce, instigate, encourage, authorize, ratify, or participate in a strike against any public employer.

It shall be unlawful for any public employer to authorize, consent to, or condone a strike; or to pay or agree to pay any public employee for any day in which the employee participates in a strike; or to pay or agree to pay any increase in compensation or benefits to any public employee in response to or as a result of any strike or any act which violates the first paragraph of this Article.

Any other provisions as stipulated in the Public Employment Relations Act, Chapter 20, Code of Iowa, shall be applicable.

## **ARTICLE 4: ASSOCIATION REPRESENTATIVES**

The Association shall provide the City with a list of representatives by name, position, and area which each representative serves (if a DPPA executive board member). Changes to this list shall be furnished to the City promptly. The City need not recognize any Association representative of whom it has not been informed. The City shall immediately recognize a representative upon receipt of a written notice.

## **ARTICLE 5: ASSOCIATION NEGOTIATING COMMITTEE**

Members of the negotiating committee shall be paid their base rate of pay plus longevity, educational bonus, and shift differential when they participate in negotiating meetings during their regularly scheduled work shift. The number of members eligible for payment shall be limited to five (5) and in no event shall payment extend beyond the end of their regular workday and work shift.

## **ARTICLE 6: BULLETIN BOARDS**

The employer agrees to furnish at least one (1) bulletin board in the Law Enforcement Center to be used by the Association. The Association shall limit its posting of notices and bulletins to said board.

## **ARTICLE 7: UNIFORMS AND EQUIPMENT**

### Section 1

The City shall provide sworn police officers with the following equipment: hat shield, badge, gun belt and holster, cartridge carrier, service weapon, handcuffs and case and safety eyeglasses.

In addition, during the first year of service, the City shall provide new officers with the following items of the uniform: cap, two (2) long and two (2) short sleeve shirts, necktie, jacket, two (2) pair of pants and rain gear.

### Section 2

After the first year of service, employees in the classification of Patrol Officer and Corporal, shall receive a five hundred and fifty dollar (\$550) yearly cash allowance for the maintenance and replacement of the uniform. Payments shall be made in the amount of

two hundred seventy-five dollars (\$275) in December and two hundred seventy-five dollars (\$275) in June.

## **ARTICLE 8: WORK PERIOD**

### **Workweek:**

The **workweek** is the period from 00:00:00 (12:00:00 a.m.) on Sunday through 23:59:59 (11:59:59 p.m.) on Saturday.

### **Actual hours worked:**

**Actual hours worked** is the time during which an employee is required or allowed to perform work for the City. Except as may be otherwise provided by within this Agreement, actual hours worked does not include vacation, sick time, comp time, leaves of absence, or any other period of time during which an employee is not performing work for the City.

## **ARTICLE 9: PAYDAY**

Payday shall be every other Friday. If the payday is an observed holiday, the payday shall be the day before the holiday.

## **ARTICLE 10: RATES OF PAY DEFINITIONS**

For the purposes of this contract, rates of pay shall be defined as follows:

**Base pay (or base rate):** An employee's base pay (or base rate) is the employee's hourly rate of pay, excluding additional payments such as overtime, longevity, shift premiums, and other wage augments.

**Regular rate:** The term regular rate shall have the same meaning as "regular rate" as defined by the FLSA. (In other words, an employee's regular rate is an employee's base pay plus certain wage augments as provided for under applicable federal law.)

## **ARTICLE 11: BEREAVEMENT LEAVE**

All regular, full-time employees shall be granted upon request, time off with pay for such periods of time as set forth below:

(A) Regular, full-time employees with 30 days or more of continuous service may take up to 40 hours of paid bereavement leave upon the death of a member of their immediate family.

(1) "Immediate family members" for the purposes of bereavement leave are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

(B) All regular, full-time employees may take up to one (1) day off with pay to attend the funeral or ceremony of life for an extended family member.

(1) "Extended family members" for the purposes of bereavement leave are defined as aunts, uncles, nieces, nephews, and cousins.

(C) The City may require verification of the need for the leave. The employee's supervisor, Chief of Police, and/or Human Resources will consider this time off on a case-by-case basis.

(D) Payment for bereavement leave is computed at the base rate of pay plus longevity, educational bonus, and shift premium, consistent with the employee's regularly scheduled shift, up to a maximum of 10 hours for 1 day.

(E) Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

(F) The Chief of Police or designee is encouraged to permit employees to use up to three (3) days of accrued sick, vacation, or compensatory time to supplement bereavement leave in consideration of the circumstances for which bereavement leave is needed.

### **(G) SPECIAL PROVISION**

(1) It is recognized that a death of a person other than the relationships listed above could warrant consideration for some paid bereavement leave. In this event, the employee should make known the situation to the Chief of Police or designee. The Chief of Police or designee may exercise administrative approval consistent with the intent of this bereavement leave provision.

## **ARTICLE 12: LEAVE OF ABSENCE WITHOUT PAY**

A leave of absence without pay may be granted by the City Manager upon the recommendation of the Chief of Police or designee and Chief Human Resources Officer. An employee desiring a leave of absence without pay shall submit a request in writing to the Chief of Police or designee at least thirty (30) calendar days in advance of when the leave is to begin. The request shall contain a statement as to the reason(s) for the desired leave, the date when the leave is to begin, and the date of return to duty. Denial of a request for a leave of absence without pay or the reason(s) therefore shall not be a proper subject for the grievance procedure of this Agreement, or the appeal procedure set forth in Chapter 400, Code of Iowa. Failure to return to work at the end of a leave shall constitute cause for dismissal. It is understood that a leave of absence without pay shall not be used for the purpose of accepting employment elsewhere. An employee accepting other employment shall be terminated. An employee may be required to take a medical examination before being allowed to return to work after a leave of absence without pay. An employee granted a leave of absence without pay, upon completion of the leave, shall be returned to the same position and the same pay step in the pay grade corresponding to the classification occupied at the time the leave began. Except as provided in the Family and Medical Leave Act of 1993, during a leave of absence without pay, the employee shall continue to accrue seniority, but shall not accrue or receive any other privileges, benefits or pay granted by this Agreement.

## **ARTICLE 13: SICK LEAVE**

### Section 1

Employees shall accrue eight (8) hours of sick leave per month (3.6923 hours biweekly). The term month, as used in this section, means a calendar month.

### Section 2

Sick leave shall be paid to employees at their base rate of pay plus longevity, educational bonus, and shift premium predicated on either an eight (8) hour workday or a ten (10) hour workday, depending on which length of workday the employee is assigned.

Charges against accrued sick leave shall be made by deducting the hours paid from the employee's accrued sick leave but it is understood that no sick leave shall be paid to an employee on the employee's regular day off.

Sick leave may be granted and used for the employee's own personal illness or injury, medical quarantine or isolation, or supplement to bereavement leave.

### Section 3 – Use of Accrued Sick Leave for Family Caregiving

Accrued sick leave may be granted and used for family caregiving to provide care of and necessary attention for an ill or injured family member.

For purposes of this section, “Family member” is defined as the employee’s spouse or domestic partner, dependent child/children, and the employee’s parent.

### Section 4 – Sick Leave Payout Upon Retirement

Any unused portion of sick leave shall accumulate from fiscal year to fiscal year to a maximum of 960 sick leave hours. Employees will be paid 100% of accrued sick leave at retirement. Payment will be based on the employee’s base rate of pay at retirement. Payment will be made bi-weekly over a five-year period, except where the payout amount is equal to or less than \$1,310, in which case payment will be made in a lump sum on the next regular pay date after the employee’s last date of employment. For a retiring employee to be eligible for such payment, the employee shall have completed twenty (20) years of continuous service in a full-time position or retired as a result of a disability and must be eligible for pension payments from the Municipal Fire and Police Retirement System of Iowa Pension System immediately upon retirement. In the event a retired employee dies before all of the unused sick leave is paid, such payment will cease at the time of the retired employee’s death.

### Section 5

An employee who is on approved leave of absence due to an injury or illness shall continue to accrue sick leave credit for a period not to exceed two (2) calendar months following the month of injury or illness.

No sick leave shall be accrued during layoff due to curtailment of work when such layoff extends beyond thirty (30) days.

No sick leave shall be accrued during a personal leave of absence when such personal leave of absence extends beyond sixty (60) days.

Accrual of sick leave shall be terminated upon the employee's discharge, resignation, retirement, or death.

### Section 6

An employee who is injured while employed by another employer or doing contract work for pay on non-City work shall not be entitled to any sick leave payment.

## Section 7 - Sick Leave Conversion Over Maximum

At the discretion of the Chief of Police or designee, each pay period an employee will have either fifty (50) percent of their sick leave accrued above the maximum accrual of nine hundred and sixty (960) sick hours credited to their vacation accrual, up to the maximum vacation accrual amount, or be paid at their base rate of pay plus longevity, for fifty (50) percent of their sick leave accrued above the maximum accrual of nine hundred and sixty (960) sick hours. If an employee is at their maximum vacation accrual, they will be paid at their base rate of pay plus longevity, for fifty (50) percent of their sick leave accrued above the maximum accrual of nine hundred and sixty (960) sick hours.

## **ARTICLE 14: DISABILITY RELATING TO PREGNANCY LEAVE**

Where a leave is not available or a sufficient leave is not available under any health or temporary disability insurance or the sick leave provision, the employee who is disabled due to the employee's pregnancy, childbirth, or related medical conditions, shall be granted up to eight (8) weeks of unpaid leave of absence or the duration of the disability, whichever is less. Sick leave benefits, to the extent of an employee's accumulated sick leave, shall be granted, if requested by the employee, for the period that the employee is disabled because of the employee's pregnancy, childbirth or related medical condition. The employee may use other available paid leaves such as vacation, compensatory time or personal day/time or a leave of absence without pay during the period of temporary disability. The employee is responsible for providing timely notice of the period of leave requested. The City reserves the right to require that the employee's disability resulting from pregnancy be verified by medical certification stating that the employee is not able to reasonably perform the essential functions of the employee's position.

## **ARTICLE 15: PAID PARENTAL LEAVE**

### Section 1 - Purpose/Objective

The City of Dubuque will provide up to 12 weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster to adopt care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed to adopt child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

## Section 2 - Eligibility

Eligible employees must meet the following criteria:

- Have been employed with the City of Dubuque for at least 12 months (the 12 months do not need to be consecutive).
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full- or part-time, regular employee (temporary or seasonal employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster-to-adopt child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

## Section 3 - Amount, Time Frame and Duration of Paid Parental Leave

- Eligible employees will receive a maximum of twelve weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the up to twelve-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than twelve weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster-to-adopt care placement event occurs within that 12-month time frame.
- Each week of paid parental leave is compensated at 100 percent of the employee's base rate of pay plus longevity and educational bonus. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child

with the employee. Paid parental leave may not be used or extended beyond this twelve-month time frame.

- In the event of a female employee who herself has given birth, the twelve weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's own medical recovery following childbirth.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during twelve-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the twelve-month time frame.
- Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

#### Section 4 - Coordination with Other Policies

- Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster to adopt, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) will be compensated through employee accrued sick, vacation and personal time. Upon exhaustion of accrued sick, vacation and personal time, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- The company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.
- If a City holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

## Section 5 - Requests for Paid Parental Leave

- The employee will provide his or her supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary forms and provide all documentation as required by the Human Resources department to substantiate the request.
- As is the case with all City policies, the organization has the exclusive right to interpret this policy.

## ARTICLE 16: SENIORITY

### Section 1

If an employee has successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy before the initial appointment as a patrol officer, the trial period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a patrol officer. If an employee has not successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the law enforcement academy before initial appointment as a patrol officer, the trial period shall commence with the date of initial employment as a patrol officer and shall continue for a period of nine (9) months following the date of successful completion of training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy. A patrol officer transferring employment from one jurisdiction to another shall be employed subject to a trial period of nine (9) months. An employees' seniority shall be administered in accordance with Chapter 400, Code of Iowa.

An employee may be laid off or discharged any time prior to the end of the trial period and such discharge or lay off shall not be subject to the grievance procedure of the Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa. The Association shall not assert or present any grievance or appeal on behalf of an employee because of any matter or occurrence whatsoever falling within the trial period.

### Section 2

For purposes of computing benefits, length of continuous service shall relate to an employee's most recent date of employment in a full-time position. For purpose of this Agreement, the term employee shall mean full-time employee.

### Section 3

An employee's seniority and employment relationship with the City shall be broken and terminated for the following reasons (this list is not inclusive):

- Resignation
- Discharge
- Death
- Retirement
- Being laid off for a period of two (2) months without either being recalled to the position the employee occupied at the time of the lay off or being appointed to another position in the bargaining unit.
- If, after a layoff, the employee fails to report for work within five (5) workdays after the date the certified letter was mailed, notifying the employee to report for work.
- Failure to report to work after the termination of an authorized leave.

### Section 4

An employee's seniority shall be used as the employee's basis twice a year in signing up for shifts and days off. An employee's seniority shall be used as the employee's basis for vacation choice signup only in the spring of the year during the traditional vacation signup period. If an employee changes shift after the spring vacation signup, they will not be able to use seniority to negate a less senior employee from a vacation selection already chosen on the employee's new shift.

The total strength of each shift, required reporting times of each shift, and number and types of days off allotted to each shift shall be determined by the Chief of Police or designee in such a manner as to provide the best possible police service.

Throughout the year, the City reserves the right to make shift assignments for efficient and effective police service without regard to seniority.

### Section 5

In the event of a change in shift assignment, other than a shift assignment change that is the result of an emergency situation or is of an urgent nature, the affected employee(s) shall be notified at least five (5) calendar days prior to the effective date of the change and upon the request of the affected employee(s), shall also be provided with a statement containing the reason(s) why the change is being made.

## **ARTICLE 17: PERSONAL DAY**

### **A. Considerations**

1. To afford an employee two (2) days with pay per calendar year, not to be deducted from sick leave accumulation, to be scheduled by the employee's supervisor.
2. Approving or disapproving the employee's requested dates for personal days shall be at the sole discretion of the employee's supervisor or authorized representative.
3. The employee's request for a specific day shall be given maximum consideration consistent with the conditions set forth below under B, but final approval is subject to (2) above and denial of the employee's requested date is not a proper subject for a grievance.
4. Exception to (3) above would only be considered as a proper subject for a grievance if the employee alleges that the requested date was disapproved because of arbitrary, capricious, or personal prejudice on the part of the approving authority.
5. The Association recognizes that approval or disapproval of a specific day must consider the efficient level of service due to the general public.

### **B. Conditions**

1. A new employee must have completed at least four (4) full calendar months of the trial period before June 15th of each calendar year in order to be eligible during the calendar year.
2. On January 15th of each year, or upon the completion of four (4) full calendar months of an employee's trial period as stipulated in (1) above, two (2) personal days will be credited to each eligible employee.
3. No employee may request a personal day as the day immediately preceding or following the employee's scheduled vacation period. In the event an emergency situation arises while an employee is on vacation, and such employee has not used the personal day, upon written or telephone request the vacation may be extended one (1) additional day by utilizing a personal day.

4. Under no circumstances shall pay be requested or approved instead of the personal day off with pay.
5. Once a date has been approved for an employee as a personal day it may not be rescheduled except under the most extenuating circumstances; however, it is understood and agreed that the right to cancel and reschedule an employee's personal day is reserved by the supervisor or authorized representative when such extenuating circumstances exist. A date may be canceled and rescheduled by an employee under extenuating circumstances.
6. Employees assigned to a ten (10) hour workday shall receive ten hours at the employee's base rate of pay plus longevity, educational bonus, and shift premium for each personal day. Employees assigned to an eight (8) hour workday shall receive eight (8) hours for each personal day. The Association will not attempt to negotiate an increase in the time off for a personal day from eight (8) hours to ten (10) hours for employees assigned to an eight (8) hour workday.

## **ARTICLE 18: VACATIONS**

### **Section 1:**

Employees covered by this Agreement shall accrue vacation leave on the following basis:

- a) Employees who have completed less than three (3) years of continuous service shall accrue vacation each year at the rate of 3.08 hours per pay period, for a total of eighty (80) hours.
- b) Employees who have completed three (3) years of continuous service, but less than seven (7) years of continuous service shall accrue vacation each year at the rate of 4.62 hours per pay period, for a total of one hundred twenty (120) hours.
- c) Employees who have completed seven (7) years of continuous service, but less than nineteen (19) years of continuous service shall accrue vacation each year at the rate of 6.16 hours per pay period, for a total of one hundred sixty (160) hours.
- d) Employees who have completed nineteen (19) or more years of continuous service shall accrue vacation each year at the rate of 7.70 hours per pay period, for a total of two hundred (200) hours.

Vacation accrual increases on the employee's anniversary date. No employee may accrue more than three hundred twenty (320) hours.

Section 2:

An employee shall receive vacation pay for each hour used at the employee's base rate of pay plus longevity, educational bonus, and shift premium at the time vacation leave is used.

Section 3:

Probationary employees shall not be granted vacation leave until the completion of the Field Training Program, unless authorized by the Chief of Police or designee.

No vacation time shall be accrued during layoff due to lack of work when such layoff exceeds thirty (30) days.

No vacation time shall be accrued during a personal leave of absence when such personal leave of absence extends beyond sixty (60) days.

Section 4:

There shall be no changes in the manner or method of scheduling and approving vacations, unless mutually agreed upon by the Association and the Chief of Police or designee.

Section 5:

An employee who is absent from work due to illness or injury for a period not to exceed two (2) months shall continue to accrue vacation time.

Section 6:

Employees who have six (6) months or more continuous employment shall be paid their unused vacation accrual upon separation from the City. The accrued hours shall be paid at the employee's base rate of pay at the time of separation.

## **ARTICLE 19: EXCHANGING TOURS OF DUTY**

The Shift or Division Commander may grant the request of any two (2) employees to exchange tours of duty or days off, provided they are of the same classification and division. Additionally, corporals may trade with officers, where, in the judgement of the Shift or Division Commander this will not interfere with Department operations, including command function.

Requests for exchanging tours of duty or days off shall be in writing. Days traded with another employee shall occur within a thirty (30) day period. The Shift or Division Commander shall not arbitrarily deny these requests.

Neither employee engaged in the trade time shall have the trade time treated as overtime for the purpose of this Agreement. This section does not preclude the use of Article 23, Overtime, if exigencies of service deem it necessary.

The employee agreeing to replace another employee under this Article shall be deemed responsible for assuring that the trade is completed. Employees accepting the responsibility of working for another employee in a regular workday trade will be responsible for that day/shift and shall find a replacement if unable to work for any reason barring emergencies. Complete shall mean that an employee is on duty for the period of the trade and that no employee involved in the trade shall be permitted the use of any paid leave provision of this Agreement for the period of the trade.

Should an emergency situation arise, which renders an employee unable to work the traded tour of duty as scheduled, said hours shall be scheduled by the Chief of Police or designee to meet the needs of the City within 30 days from the date of the trade. Should the emergency situation extend beyond 30 days, said hours should be scheduled to work at the earliest opportunity at the discretion of the Chief of Police or designee. If an employee separates from the City prior to completing the trade, those hours shall be deducted from the employee's final pay.

Should the responsible employee not fulfill their obligation of the trade due to an unexcused absence, the employee will be subject to disciplinary action.

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

Trading shifts shall be strictly voluntary and solely at each employee's discretion. No employee is required to agree to a trade. No employee shall be subject to any reprisal or coercion regarding any trade request or refusal of the same. Any employee shall be absolutely free to refuse any trade request. No employee shall be required to provide any reason whatsoever for any such refusal.

## **ARTICLE 20: HOLIDAYS**

### **Section 1**

The following calendar days of the year shall be considered as holidays insofar as the administration of City business is concerned. When the term "holiday" is used it shall be construed to be the following days:

New Year's Day	January First
Martin Luther King's Birthday	Third Monday in January
Memorial Day	Last Monday in May
Juneteenth	June Nineteenth
Independence Day	July Fourth
Labor Day	First Monday in September
Veterans Day	November Eleventh
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday following Thanksgiving Day
Christmas Eve	December Twenty-Fourth
Christmas Day	December Twenty-Fifth
New Year's Eve	December Thirty-First

For all employees covered under the terms of this agreement, For shift employees, holidays shall be observed on the day of legal recognition by the State of Iowa.

For all employees covered under the terms of this agreement, For shift employees, the holiday shall commence at 12:00 midnight the day of the holiday and end at 11:59 p.m. the same day.

### **Section 2**

An employee shall forfeit the right to payment for a holiday if scheduled to work the holiday and does not report unless excused by the City for the following reasons:

- A. Formal leave of absence.
- B. Job incurred injury.
- C. Funeral leave.
- D. Subpoena as a witness.
- E. Illness or injury of less than two (2) months duration with proper doctor's documentation.
- F. Excused absence approved in writing by and at the sole discretion of the Chief of Police.

### Section 3 – Holiday Pay

Employees shall receive one and one-half times the base rate of pay for all hours worked on the holiday.

### Section 4 – Holiday Paid Leave

Employees who are eligible for holiday pay or holiday paid leave shall be paid eight (8) hours at the base rate of pay for each holiday.

Eligible employees shall have the option to convert up to 16 hours of holiday paid leave to compensatory time for two (2) of the named holidays. Time off instead of holiday pay shall be administered in accordance with the procedure covering the use of compensatory time.

## **ARTICLE 21: LONGEVITY**

### Section 1

Longevity payment shall represent a percentage of an employee's base rate of pay based upon an employee's length of service in a full-time position. Longevity payment shall represent compensation in addition to an employee's base rate of pay.

Longevity payments shall be made each payday in accordance with the longevity pay plan set forth in Section 2 of this Article.

### Section 2

Longevity payments shall be made in accordance with the following schedule:

After five (5) years of continuous service	1% of base rate of pay
After ten (10) years of continuous service	2% of base rate of pay
After fifteen (15) years of continuous service	3.5% of base rate of pay
After twenty (20) years of continuous service	5% of base rate of pay
After twenty-five (25) years of continuous service	7% of base rate of pay

### Section 3

Continuous service shall mean service with the City uninterrupted by resignation, discharge or personal leave of absence without pay exceeding sixty (60) days in the preceding twelve (12) months.

### **ARTICLE 22: EDUCATIONAL BONUS PLAN**

Except as herein provided, in order to qualify for the Educational Bonus Plan, employees must have completed sixty (60) semester hours of college-level course work at an accredited university or college with a minimum of twelve (12) hours of course work in professional law enforcement development.

A minimum of an overall grade of "C" will be required.

Courses which are applicable within the twelve (12) required in professional Law Enforcement Development Courses are those which lead directly to the enhancement of the officer's performance of his/her duty as a Police Officer. Such courses are exemplified by the partial listing which follows:

- A. Law Enforcement, Police Administration, Criminal Law, Juvenile Delinquency, Correctional Philosophy and other core Police Science courses.
- B. Interviewing as related to Law Enforcement, Traffic Administration, Criminal Investigation, Police-Community Relations, Criminal Procedures and Evidence, and other professional development courses.
- C. Behavioral and Social Science courses such as American Government, Public Administration, Legislative Process, American Political Parties, Judicial Process, Municipal Government and Urbanism and American Constitutional Law.
- D. Certain Psychology courses such as General Psychology, Social Psychology, Personal and Industrial Psychology, Abnormal and Criminal Psychology.
- E. Certain Sociology courses such as Principles of Sociology, Social Problems, Race and Ethnic Relations, Criminology, Sociological Research, and various courses aimed at improvement of the individual law enforcement function.

The Educational Bonus Plan will apply as follows:

Patrol Officer	5% of the base rate of pay
Corporal	5% of the base rate of pay

To apply for this educational benefit an officer must submit to the Chief of Police or designee a stamped transcript of his/her college or university credits for consideration. The final determination of eligibility shall be made by the Chief Human Resources Officer.

Employees hired or appointed to the position of Patrol Officer shall not be covered by the terms of this Article until they have completed twelve (12) months of continuous service as a City of Dubuque Police Officer.

## **ARTICLE 23: OVERTIME AND SUPPLEMENTAL PAYS**

### Section 1 – Overtime

Except as otherwise provided in this Article, one and one-half (1 1/2) times the regular rate of pay shall be paid for all hours worked outside a scheduled workday or a scheduled work week. For employees assigned to an eight (8) hour workday, daily overtime will commence after eight (8) hours and eighteen (18) minutes have elapsed from the designated reporting time of the employee. For employees assigned to a ten (10) hour workday, daily overtime will commence after ten (10) hours and eighteen (18) minutes have elapsed from the designated reporting time of the employee.

Employees who are eligible to receive overtime may be granted time off in order to compensate for and instead of overtime payment. Compensation shall not be paid more than once for the same hours of work under any provision of this Article or Agreement. When overtime is required, it must be approved by the employee's supervisor. The maximum accrual of compensatory time shall be eighty (80) hours.

### Section 2 – Court Appearance/Witness Fee

Employees shall be paid a minimum of two (2) hours at two (2) times their regular rate of pay as witness fee or if the employee spends more than two (2) hours in court, the employee shall be paid two (2) times their regular rate of pay for the total hours spent in court during an employee's previously scheduled vacation time. This provision does not apply to the employee's court appearance on a personal day.

Employees shall be paid a minimum of two (2) hours at 1 ½ times their regular rate of pay as witness fee or if the employee spends more than two (2) hours in court, the employee shall be paid 1 ½ times their regular rate of pay for the total hours spent in court. If court abuts the employee's regular work hours, the employee shall receive pay equal to the actual hours spent in court. If court begins or ends within 30 minutes of an employee's regular work hours, the employee shall receive pay for the actual hours spent in court.

### Section 3 – Field Training Officer Supplemental Pay

An employee who is assigned the duties of Field Training Officer shall receive two (2) hours of compensatory time off or two (2) hours of pay at the base rate of pay for each ten (10) hour day or one and six tenths (1.6) hours of compensatory time off or one and six tenths (1.6) hours of pay at the base rate of pay for each eight (8) hour day during which the employee is assigned as a Field Training Officer and works with a police officer during an employee's trial period.

### Section 4 – Travel Time

Travel time related to attending training sessions and that is defined by the Fair Labor Standards Act as compensable hours of work, will be paid in accordance with this Agreement.

### Section 5 – Performance of K-9 Officer Duties

An employee who is assigned to and performs the duties of K-9 Officer shall receive an additional thirty (30) minutes of compensatory time or thirty (30) minutes of pay at their regular rate per calendar day. This pay shall count as actual hours worked for FLSA purposes but shall not be eligible for contractual overtime purposes pursuant to this agreement.

## **ARTICLE 24: SHIFT PREMIUM**

### Section 1 - Rates

Employees assigned to a ten (10) hour workday shall receive shift premium as follows:

<u>Work Schedule</u>	<u>Rate</u>
<u>3:00 p.m. to 1:00 a.m.</u>	<u>\$.25 per hour</u>
<u>7:00 p.m. to 5:00 a.m.</u>	<u>\$.30 per hour</u>
<u>11:00 p.m. to 9:00 a.m.</u>	<u>\$.35 per hour</u>

Employees assigned to an eight (8) hour workday shall receive shift premium as follows:

<u>Work Schedule</u>	<u>Rate</u>
<u>3:00 p.m. to 11:00 p.m.</u>	<u>\$.25 per hour</u>
<u>11:00 p.m. to 7:00 a.m.</u>	<u>\$.35 per hour</u>

An employee whose regularly scheduled workday ends after 7:00 p.m. shall receive a shift premium for all hours scheduled. The shift premium will be paid at the rate in the above schedule where the majority of the regularly scheduled hours fall. For example, if an employee regularly works from 1:00 p.m. to 9:00 p.m., they will receive a shift premium for their entire shift and the shift premium will be paid at the 3:00 p.m. to 1:00 a.m. rate (\$.25 per hour).

When an employee uses vacation time, compensatory time, sick leave, bereavement leave, or any other recognized paid short-term leave of absence, their rate of pay shall include the normally received shift premium. The normally received shift premium will also be paid to officers who are attending training during traditional daytime hours, provided the training does not last longer than two calendar weeks.

#### Section 2 – Extended Leave or Reassignment

When an employee takes an extended leave of absence, their rate of pay shall not include a shift premium. For the purposes of this section, an extended leave of absence will be defined as continuous leave lasting longer than two calendar weeks. Specific examples of paid leaves for which shift premium does not apply from the onset of the leave include, but are not limited to, paid parental leave and other planned leaves that extend beyond two weeks.

Employees who are normally scheduled to work during a shift that qualifies for shift premium pay shall not receive shift premium if they are reassigned to a shift that no longer qualifies and the newly assigned schedule will last longer than two calendar weeks. Reassignment for which shift premium does not apply from the onset of the reassignment include, but are not limited to, training, light duty, and restricted duty shifts planned to extend beyond two weeks.

### **ARTICLE 25: GROUP INSURANCE**

#### Section 1 – Health and Prescription Drug Insurance

Employees shall pay 15% of the cost of the premium established for the health and prescription drug insurance plan for which the employee is enrolled. The premium for the health and prescription drug insurance plan shall be the premium established for retirees and COBRA enrollees.

## Health Plan

<b>Plan Design</b>	<b>In Network</b>	<b>Out-of-Network</b>
Annual Out-of-Pocket Maximum	\$800/\$2,400	\$1,500/\$4,500
Office Visit	\$25 copay	
Specialty Doctor Visit	\$25 copay	
Outpatient Services	\$40 copay	
Emergency Room	\$150 copay	
Urgent Care	\$40 copay	

## Prescription Drug Plan

<b>Plan Design</b>	<b>In Network</b>	<b>Out-of-Network</b>
RX - Retail	\$5 Generic	
	\$15 Brand Name Formulary	
	\$25 Brand Name Non-Formulary	
RX – Mail Order	\$10 Generic	
	\$30 Brand Name Formulary	
	\$50 Brand Name Non-Formulary	

The City shall establish and maintain a health insurance committee composed of representatives of the bargaining units and non-bargaining units. Representation will be proportionate to their percentage of the employees eligible for health insurance. The bargaining unit shall select their representatives on the committee.

The above plan design components will remain in force unless and until the healthcare insurance plan providers require a change in which case the change will be shared with the health insurance committee. Changes also may be made after potential changes have been reviewed by the health insurance committee and it has made a recommendation for any changes to health insurance. Any changes will be incorporated into this agreement by this reference.

## Section 2 – Life/Accidental Death and Dismemberment Insurance

The City shall pay the full cost of a life insurance and accidental death and dismemberment insurance policy for all employees covered by this Agreement.

Employees are eligible for coverage the first day of the month following the completion of thirty days of continuous service in a full-time position.

Employees who retire shall receive a life insurance policy. Eligibility and amount of coverage shall be in accordance with the terms of the life insurance master agreement.

## Section 3 – Disability Income Protection Insurance

Disability income protection insurance policy shall be provided to all employees covered by this Agreement. The cost of such coverage shall be paid in full by the City.

Employees are eligible for coverage the first of the month following the completion of thirty days of continuous service in a full-time position.

## Section 4 – Master Insurance Agreements

Specific benefits of each aspect of the group insurance plan are set forth in master agreements which shall in all cases be the determining factor as to eligibility and amounts of coverage extended to each employee.

## Section 5 – Coverage During Extended Illness or Injury

The City shall continue to pay its portion of the cost of the group insurance premiums for a period not to exceed fourteen (14) months from the day an employee is absent due to a non-job related illness or injury or for a period equivalent to the employee's length of continuous service in a full-time position prior to the day of absence due to the non-job related illness or injury, whichever is less. The City shall continue to pay its portion of the cost of the group insurance premiums for a period not to exceed fourteen (14) months from the day an employee is absent due to a job-related illness or injury. Group insurance plans include health insurance, prescription drug insurance, life/accidental death and dismemberment insurance and disability income protection insurance.

## Section 6 – Termination Of Insurance Benefits

When a covered employee is discharged, laid off, resigns, retires or dies, the City shall discontinue payment of all insurance premiums. Insurance benefits for dependents terminate when the dependent ceases to be eligible as a dependent or when the

employee withdraws the authorization for dependent insurance coverage. In compliance with applicable Federal and State laws, employees and their eligible dependents are entitled to continue their health insurance coverage after termination of employment at their expense. Requests for continuation of health insurance benefits must be made in writing to the Personnel Office.

#### Section 7 – Coverage During A Leave Of Absence Without Pay

An employee may elect to continue group insurance coverages while on a leave of absence without pay. During such leave the employee shall be responsible for paying the full cost of all group insurance premiums except for a leave of absence without pay granted in accordance with the Family and Medical Leave Act of 1993.

#### Section 8 – Flexible Spending Accounts

The City shall provide IRS Section 125 Flexible Spending Accounts for medical and dependent care expenses and health, prescription drug and dental insurance premiums.

### **ARTICLE 26: CALL BACK AND STANDBY**

#### Section 1: Call Back

Except as otherwise provided in this Article, an employee who, having left the premises after an employee's regular shift, is recalled for additional work shall receive not less than two (2) hours pay at 1 ½ times the employee's regular rate of pay. When such work merges with the employee's regular workday this provision does not apply.

For the purposes of meetings and trainings scheduled outside of, and in addition to, an employee's normal workday, the employee shall receive not less than two (2) hours pay at 1 ½ times the employee's regular rate of pay.

Call back begins when the employee arrives at, and begins work, on the premises or location at which the need for call back was initiated.

#### Section 2: Standby

The City has the right to determine who is on standby and the operationally needed number of employees on standby.

- A) Employees assigned to the Drug Task Force on standby will receive, at their option, either six (6) hours at their base rate of pay or six (6) hours of compensatory time for each full week they are on standby.

B) Employees assigned to the Criminal Investigations Division on standby will receive at their option, either four (4) hours at their base rate of pay or four (4) hours of compensatory time for each full week they are on standby.

Standby pay shall not be considered hours worked for purposes of overtime eligibility. Employees who are on standby, but are not available for work, will not receive standby pay and will be subject to disciplinary action.

### **ARTICLE 27: WORK BREAKS**

Employees may be allowed two (2) work breaks during each shift. Each break shall not exceed ten (10) minutes in length.

An employee shall be allowed one (1) meal break during each shift. The meal break shall not exceed thirty (30) minutes in length.

Employees are not guaranteed work breaks if operational circumstances do not permit. No additional compensation shall be provided if a work break is missed or interrupted. Officers working scheduled or unscheduled overtime shall be entitled to one (1) work break per four (4) hours worked.

### **ARTICLE 28: GRIEVANCE PROCEDURE**

A grievance is a difference of opinion between an employee or a group of employees, or between the City and the Association with respect to the meaning, interpretation or application of any term or terms of this Agreement.

The City is desirous of equitable and prompt adjustment of problems or grievances of the employees. These shall be settled orally whenever possible between the supervisor and the employee when the problem or grievance originates. An employee wishing to exercise the grievance procedure shall be entitled to have another Association member of his/her choice present as a witness during any presentation of the grievance to any officer of the department. The witness shall not become a party to the dispute but shall serve only as a witness.

In the case of duty or shift assignments the aggrieved officer may present the grievance but shall not be allowed to delay or avoid the assignment beyond that time necessary for presentation of the grievance to the supervisor responsible for the assignment.

A. Oral Proceedings

Step 1

Within ten (10) calendar days after the alleged grievance has occurred, the employee and supervisor shall orally discuss the grievance in an attempt to resolve the issue.

Step 2

The City shall not be obligated to accept a written grievance until such grievance has been discussed orally between the grieving officer, a supervisor and the Chief of Police.

B. Written Proceedings

Step 1

A grievance not settled after oral discussion, as outlined above, within seven (7) calendar days may be reduced to writing and presented to the Chief of Police.

The nature of the complaint shall be clearly defined so that the Chief of Police will have a fair opportunity to locate the cause of the problem and settle the matter. The Chief of Police shall answer in writing within seven (7) calendar days after receipt of the grievance.

Step 2

If the grievance is not settled in Step 1, within seven (7) calendar days after receiving the answer, a written request may be addressed to the Chief of Police for a meeting with the City Manager. If the request is denied by the Chief of Police a written appeal may be sent directly to the City Manager, following written notice to the Chief of Police of intention to appeal.

Within fourteen (14) calendar days of receipt of request for a meeting or written appeal, the City Manager or a designated representative (from outside the Police Department) shall hear matters pertinent to the grievance. The chairperson of the Welfare Committee or the designee of the Association may be present at the request of the aggrieved employee or at the request of the President of the Association. The aggrieved employee may not choose anyone other than the designated person of the Association to represent him/her in this hearing. The City Manager shall give a written answer fourteen (14) calendar days after this meeting.

### Step 3

For employees under Civil Service and for issues covered by the Civil Service Act, if a grievance is not settled in Step 2 the employee has recourse of the Civil Service Act and shall follow its provisions outlined under Chapter 400, Code of Iowa.

If the grievance is not settled in Step 2, within twenty (20) calendar days after receiving the City's written answer, either party may notify the other party in writing and submit the grievance to arbitration. An impartial arbitrator shall be chosen by mutual consent by the Association and the City as soon as possible after receipt of a request for arbitration. If the parties do not agree upon the selection of an arbitrator within fifteen (15) calendar days after the receipt of the request for arbitration, the Public Employment Relations Board shall be requested to furnish a list of five (5) arbitrators. The party requesting arbitration shall first strike the name of one (1) person on the list and the other party shall then strike one (1) name and then the process is repeated. The remaining name shall be the arbitrator.

An arbitrator's decision on a grievance may not change or amend the terms, conditions or applications of the Collective Bargaining Agreement. Such procedures shall provide for invoking of arbitration only with the approval of the employee organization, and in the case of an employee, only with the approval of the public employee. The cost of arbitration shall be shared equally by the parties.

Association representatives, when carrying out procedures in Step 1 and Step 2 in the Grievance Procedure, shall be allowed to leave their work after the supervisor's approval and shall suffer no loss of pay, not including overtime pay. The City shall not be responsible for pay to Association employees involved in any matter relating to arbitration proceedings or Civil Service proceedings.

Time limits set forth in this policy may be waived by mutual consent of the principal parties. Time limits may be waived upon submission of a written statement of inability to act for good cause and setting forth another date of intended action. Good cause shall include, but not be limited to, the absence of principals to the grievance.

If the City does not answer a written appeal within the time limits specified in the written proceedings, the Association may elect to treat the grievance as a denial of that step, and immediately appeal the grievance to the next step. If the Association fails to file a written appeal within the time limits specified in the written proceedings, the grievance may be appealed automatically to the next step.

## **ARTICLE 29: NONDISCRIMINATION**

There shall be no discrimination against any employee in the bargaining unit by either party to this Agreement because of mental or physical disability, age, sex, marital status, race, color, religion, national origin, sexual orientation or political affiliation. Complaints involving an allegation of discrimination may be filed with the appropriate agency but shall not be a proper subject for the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa.

## **ARTICLE 30: SAVINGS CLAUSE**

Should any Article, Section or portion thereof of this Agreement be restrained or held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section or portion thereof restrained or declared null and void in the decision and the remainder of this Agreement shall remain in full force and effect.

## ARTICLE 31: DURATION AND NEGOTIATIONS

This Agreement shall be effective the first day of July, 2024 and shall remain in full force and effect through the thirtieth day of June, 2029. Negotiations for a succeeding Agreement to become effective on July 1, 2029, shall begin after August 15, 2028, but not later than October 15, 2028.

Signed this 20<sup>th</sup> day of March, 2024

DUBUQUE POLICE  
PROTECTIVE ASSOCIATION

KR  
PRESIDENT – Kurt Rosenthal

Travis Kramer  
Travis Kramer

Chris Gorrell  
Chris Gorrell

Nick Schlosser  
Nick Schlosser

Thomas Warner  
Thomas Warner

CITY OF DUBUQUE, IOWA

Brad Cavanagh  
MAYOR – Brad Cavanagh

Shelley M. Stickfort, CMAO  
Shelley Stickfort

Jeremy Jensen  
Jeremy Jensen

Joseph Messerich  
Joseph Messerich

Jason Pace  
Jason Pace

ATTEST:

Adrienne Breitfelder  
ADRIENNE BREITFELDER, CITY CLERK

## APPENDIX A

### WAGE PLAN

#### Section 1: Pay Plan (FY2025)

The following salary schedules shall represent the base rate of pay for positions covered by this Agreement effective 07/01/2024 through 06/30/2025:

Step #	Years of Service	Patrol Officer Hourly (P-01)	Patrol Officer Bi-Weekly (P-01)	Corporal Hourly (P-02)	Corporal Bi-Weekly (P-02)
1	Entry	31.24	2499.20	38.31	3064.80
2	6 months	32.09	2567.20	39.80	3184.00
3	1.5 years	33.77	2701.60	41.23	3298.40
4	2.5 years	34.73	2778.40	41.90	3352.00
5	3.5 years	35.25	2820.00	42.38	3390.40
6	4.5 years	35.68	2854.40		
7	5.5 years	36.11	2888.80		
8	6.5 years	36.54	2923.20		
9	7.5 years	36.97	2957.60		
10	8.5 years	37.49	2999.20		
11	9.5 years	37.91	3032.80		

## **Section 2: Pay Plan (FY2026)**

The following salary schedules shall represent the base rate of pay for positions covered by this Agreement effective 07/01/2025 through 06/30/26:

Step #	Years of Service	Patrol Officer Hourly (P-01)	Patrol Officer Bi-Weekly (P-01)	Corporal Hourly (P-02)	Corporal Bi-Weekly (P-02)
1	Entry	31.71	2536.80	41.09	3287.20
2	6 months	32.57	2605.60	42.69	3415.20
3	1.5 years	34.28	2742.40	44.22	3537.60
4	2.5 years	35.25	2820.00	44.94	3595.20
5	3.5 years	36.13	2890.40	45.45	3636.00
6	4.5 years	36.84	2947.20		
7	5.5 years	37.55	3004.00		
8	6.5 years	38.27	3061.60		
9	7.5 years	39.00	3120.00		
10	8.5 years	39.83	3186.40		
11	9.5 years	40.66	3252.80		

### **Section 3: Pay Plan (FY2027)**

The following salary schedules shall represent the base rate of pay for positions covered by this Agreement effective 07/01/2026 through 06/30/27:

Step #	Years of Service	Patrol Officer Hourly (P-01)	Patrol Officer Bi-Weekly (P-01)	Corporal Hourly (P-02)	Corporal Bi-Weekly (P-02)
1	Entry	32.26	2580.80	43.39	3471.20
2	6 months	33.14	2651.20	45.08	3606.40
3	1.5 years	34.88	2790.40	46.69	3735.20
4	2.5 years	35.87	2869.60	47.45	3796.00
5	3.5 years	37.03	2962.40	48.00	3840.00
6	4.5 years	37.94	3035.20		
7	5.5 years	38.87	3109.60		
8	6.5 years	39.81	3184.80		
9	7.5 years	40.76	3260.80		
10	8.5 years	41.82	3345.60		
11	9.5 years	42.94	3435.20		

### **Section 4 – Pay Plan (FY2028/FY2029)**

This Agreement will be reopened as to the wage plan appendix for FY2028 and FY2029.

### **Section 5 – Promotion Wage Base Rate**

Upon promotion an employee shall be placed in the first step of their new pay grade except in cases where the increase to the first step would be less than a one (1) pay grade step increase. Under those circumstances the promoted employee shall be placed

in such a step in the new pay grade as may be necessary to give the employee at least a one (1) pay step increase.

If an employee is promoted to the lowest step in the classification, the employee's performance shall be reviewed after six (6) months and if satisfactory, shall be advanced to the next step in the classification. On the other hand, if the employee is promoted to a step other than the starting step in the classification then the employee's performance shall be reviewed after twelve (12) months and if satisfactory, shall be advanced to the next step and yearly thereafter until the employee has reached Step 5.