

**TENTATIVE AGREEMENT  
BETWEEN  
CITY OF URBANDALE, IOWA  
AND  
DES MOINES ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS,  
AFL-CIO, LOCAL 4**

**2008-2011**

**ARTICLE 1  
PREAMBLE**

This memorandum of understanding is entered into by the City of Urbandale, Iowa, and the Des Moines Association of Fire Fighters, Local No, 4, and it has as its purpose the promotion of harmonious and cooperative relations between the City and the Union,

**ARTICLE 2  
DEFINITIONS**

A. City or Employer

As used in this Agreement, the terms "City" or "Employer" shall mean the City of Urbandale City, Iowa, or its authorized representatives.

B. Employee

As used in this Agreement, the term "Employee" shall mean all employees represented by the Union in the bargaining unit-as defined and certified by the Public Employment Relations Board in Case Number 7947,

C. Union

As used in this Agreement, the term "Union" shall mean the Des Moines Association of Professional Fire Fighters, AFL-CIO, Local 4, or its authorized representatives,

D. Department

As used in this Agreement, the term "Department" shall mean the Fire Department

**ARTICLE 3  
RECOGNITION**

For the duration of this Agreement, the City recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit certified by the Iowa Public Employment Relations Board in Case No. 7947. The job classification in Case No. 7947 was Fire Fighter/EMT.

**ARTICLE 4  
DUES DEDUCTION**

The City agrees to cooperate with the Union in facilitating the deduction of the regular monthly union dues for each employee who completes and signs the authorized dues check-off form approved by the Employer. Any employee may terminate the dues check-off authorization at any time upon thirty (30) days written notice to the City. An employee may also authorize a payroll deduction for the following purposes: employee credit union, annual City charity fund drive, and other payroll deductions that are mutually agreed to by the City and the Union.

The aggregate deductions for Union dues from all employees shall be remitted to the Union within a reasonable length of time after such deductions are made, but no more than twenty-one (21) days.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action it takes or does not take under the provisions of this article.

**ARTICLE 5  
GRIEVANCE PROCEDURES**

A. Definition

A grievance is defined as a dispute as to the application or interpretation of any part or clause of this Agreement that is signed and filed by the employee(s) involved or the Union. The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievance must be presented as set forth in the Agreement

B. General Provisions

1. Every employee covered by this agreement shall have the right to present grievances in accordance with these provisions. Any aggrieved person may be represented at all formal levels of the grievance procedure by the employee himself/herself, or by the employee and a representative from the Union if the employee chooses to have a representative with him/her.
2. The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and a supervisor's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutually written agreements.
3. When necessary in investigating and settling grievances, employees and their representative, if employees of the City, shall be released from work without loss of pay for a reasonable time provided the supervisor is given sufficient advance notice to adjust work schedules.

4. In matters dealing with alleged violations in those areas over which a supervisor has no authority to grant the appropriate relief, the grievance shall be initiated at the Third Step. The time limits for filing a grievance at the Third Step shall be the same as the time limits for filing at the Second Step.

C. Processing Grievances

1. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her supervisor.

2. Second Step

If the grievance cannot be resolved informally, the grievant shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the Assistant Fire Chief. The written grievance shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fourteen (14) calendar days from the act or omission giving rise to the grievance, or when it should have been reasonably discovered. The Assistant Fire Chief shall make a decision on the grievance and communicate it in writing to the employee and the Fire Chief within fourteen (14) calendar days after receipt of the grievance.

3. Third Step

If the grievance cannot be resolved at the second step, the aggrieved employee shall file, within seven (7) calendar days of the date of the decision at the second step, a copy of the grievance with the Fire Chief. Within fourteen (14) calendar days after such written grievance is filed, the Fire Chief, the grievant, and/or a representative of the Union if requested by the employee, shall meet to resolve the grievance. The Fire Chief shall file an answer within fourteen (14) calendar days of the third step grievance meeting and communicate it in writing to the employee and the City Manager.

4. Fourth Step

In the event a grievance has not been satisfactorily resolved at the third step, the aggrieved employee shall file, within seven (7) calendar days of the date of the written decision at the third step, a copy of the grievance with the City Manager. Within fourteen (14) calendar days after such written grievance is filed, the grievant and the City Manager, or designee, shall meet to resolve the grievance. The City Manager, or designee, shall file an answer within fourteen (14) calendar days of the third-step grievance meeting and communicate it in writing to the employee.

5. Fifth Step

If not resolved, the grievance may be submitted to arbitration within seven (7) calendar days after the decision in Step 4, or if no decision has been timely made, said grievance may with the approval of the employee organization be submitted to arbitration by submitting written notice to the City Manager. Such notice shall specify the section(s) of the agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of arbitrators and, by alternately striking names, an arbitrator will be selected, whose decision shall be final and binding upon the parties.

The arbitrator shall not have the power to decide a grievance which is a matter suitable for submission to the Civil Service Commission. Also, the arbitrator shall be without power to add to, subtract from or modify the terms of this Agreement, nor to make any decision in conflict with the laws of the State of Iowa or the ordinances of the City of Urbandale, Iowa.

The arbitrator's fee and expenses shall be shared equally by the employer and the Organization. However, each party shall be responsible for compensating their own representative and witnesses as well as paying for necessary transcripts of the proceedings if desired.

D. Election of Remedies

If an employee files a grievance under this procedure, the employee waives his or her right to file a claim or complaint under any other procedure and in any other forum pertaining to or arising out of the same set of facts and circumstances. If an employee files a claim or complaint under any other procedure or in any other forum, the employee waives his or her right to file a grievance under this procedure pertaining to or arising out of the same set of facts and circumstances.

**ARTICLE 6  
MANAGEMENT RIGHTS**

Except as specifically modified in this Agreement, the City shall not be deemed to be limited in any way in the performance of the regular and customary functions of municipal managements, and hereby reserves and retains all such customary powers, authority and prerogatives. It is expressly recognized, by way of illustration and not limitation, that such customary powers and authority include but are not limited to:

- A. Direct the work of its public employees.
- B. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.

- C. Suspend or discharge public employees for proper cause.
- D. Maintain the efficiency of governmental operations.
- E. Relieve public employees from duties because of lack of work or for other legitimate reasons.
- F. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.
- G. Take such actions as may be necessary to carry out the mission of the public employer.
- H. Initiate, prepare, certify and administer the budget.
- I. Exercise all powers and duties granted to the public employer by law.

The provisions of this Article shall not be subject to the grievance procedure.

#### **ARTICLE 7 UNION ACTIVITIES**

The Union may appoint a bargaining committee to represent the bargaining unit in all negotiations and/or discussions with appropriate employer representatives. The Committee shall not exceed two (2) in number with up to one (1) designated alternate.

The names of such committee members and alternate shall be transmitted in writing to the Fire Chief. Committee members may not act in that capacity until this notification has been completed. Accordingly, all changes in designated representatives must be reported promptly.

Committee members may receive, investigate and process complaints or grievances of employees. A committee person may be permitted to leave the regular work area upon request to his/her supervisor and with the approval of the supervisor. Such employees will suffer no loss of their regular pay for the normal work shift when properly excused by their supervisor. However, such time spent investigating and processing grievances shall be reasonable and commensurate with the circumstances concerning the matter at issue. Normally such time will not exceed one-half (1/2) hour at any step of the grievance procedure and will require the attention of only one (1) committee member.

#### **ARTICLE 8 BULLETIN BOARDS**

The City shall provide space on bulletin boards, or allow the Union to maintain its own bulletin boards, at all fire stations. Bulletin boards will be used for the posting of Union notices regarding elections, appointments, meetings, and recreational and social affairs. Prior to the

posting of any other notice, the notice must be authorized by the Vice President and submitted to the Fire Chief, or his/her designated representative, who shall approve or disapprove the posting

## **ARTICLE 9 HOURS OF WORK AND OVERTIME**

### **A. Workday**

The regularly assigned shift for fire fighters shall be twenty-four (24) hours or eight (8) hours, depending upon the employee's assignment. The regularly assigned shift may be adjusted to meet the operational needs of the City, and if shifts are adjusted, employees will be provided three (3) calendar days prior notice. Shifts will begin at 0700 am.

No Employee shall be allowed to work past forty-eight (48) consecutive hours. Shift trades will not be counted in determining compliance with this provision.

### **B. Work Week**

The regular work week for employees will be one hundred sixty-eight (168) consecutive hours beginning at 7:00 A.M. on Sunday and ending at 6:59 A.M. on the following Sunday.

### **C. Meal Periods**

Fire fighters shall be granted regular meal periods with pay. Employees shall remain on call during their paid lunch period. The scheduling and the location of the lunch period will be determined by the employee's supervisor.

### **D. Overtime**

Overtime is all time ordered and worked in units of one-quarter (1/4) hour or more which is in excess of the regularly scheduled hours of work for an employee. Overtime, whether compensated for by cash payment or time off, be held to a minimum consistent with efficient operation and the provision of essential services to the public.

For purposes of calculating overtime, the term "hours worked" will be defined as provided in Title 29, part 785 of the Code of Federal Regulations. Overtime hours worked shall be compensated at a premium rate of one and one-half (1½) the employee's hourly rate of pay (determined in compliance with the Fair Labor Standards Act) for all hours worked in excess of the employee's regular work schedule or in excess of 212 hours in a work period of twenty-eight (28) consecutive days.

No employee shall be compensated for overtime work unless such work has been approved by the employee's supervisor.

No employee shall be required to work more than twenty-four (24) hours of overtime during a one-week period. However, employees may be offered more than twenty-four (24) hours of overtime work during a one-week period and may accept or decline the offer.

E. Compensation for Overtime

The Fire Chief shall have the option of providing either overtime compensation or compensatory time off to employees who work overtime and shall notify employees accordingly on or before the payday following the performance of overtime work.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one-half hours for each hour of overtime employment. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation.

Upon termination of employment, employees shall be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular rate received by the employee during the last three years of the individual's employment or (2) the final regular rate received by the employee, whichever is higher.

Compensatory time must be approved by the employee's supervisor.

**ARTICLE 10  
SHIP OUTS**

In the event that an employee needs to be shipped to another station other than his/her home station, said employee shall meet the standards for the open position at said station. The employee shall be compensated at his/her level or at the level of the position being filled if at a higher rate. A departmental vehicle may be used for transportation to and from the home station if available. Employee time of compensation ends when the employee returns to his/her home station to store his/her gear, if it requires the employee to work beyond their regularly scheduled shift. During the time that the employee is performing duties for the City (including driving to and from the employee's home station to another station), the provisions of Iowa Code Chapter 670 shall apply.

**ARTICLE 11  
TIME TRADES**

Any employee shall be granted leave with pay for any day, days, or partial days on which he/she is able to secure another employee to work in his/her position, provided:

A. Such substitution does not impose any additional cost to the City.

- B. Substitutions are requested in the proper manner and approved by the Lieutenant of the employee who has initiated the trade.
- C. The Fire Department is not held responsible for enforcing any agreement between the employees.

**ARTICLE 12  
HOLIDAYS**

A. Designated Holidays

The following holidays shall be observed on the days designated:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- December 24
- Christmas Day
- ½ Day on New Year's Eve

All shift employees will receive forty-eight (48) hours of paid personal holiday time. Paid personal holiday time will be scheduled in the same manner as a day of vacation.

Employees who are not required to work on a holiday shall be paid twelve (12) hours at the employee's regular rate of pay.

B. Working on a Holiday

Employees who are required to work on a recognized holiday shall be compensated at one and one-half (1½) times their regular hourly rate for all hours actually worked on the recognized holiday. If an employee works overtime on a holiday, the employee shall be compensated at two (2) times their regular hourly rate for all overtime hours worked on the recognized holiday.

A designated holiday begins at 12 A.M. on the day recognized in section A of this article and ends at 11:59 P.M. on the same day.

**ARTICLE 13  
VACATION**

A. Accrual

Employees will accrue vacation time in the following schedule. An employee who enters the employ of the City on or prior to the fifteenth (15<sup>th</sup>) of the month, or who leaves City employment after the fifteenth (15<sup>th</sup>) of the month shall earn vacation for that month. No more than twenty-four (24) hours of vacation time shall be carried over to another year, except by prior written approval from the City Manager.

<b>Years of Service</b>	<b>Shifts Earned (56 hour week)</b>	<b>Days Earned (40 hour week)</b>
1 - 7	5 shifts	10 days
7 - 13	7 shifts	15 days
13 - 19	10 shifts	20 days
19 +	14 shifts	25 days

B. Scheduling

An employee may not take vacation leave until he/she has been in continuous service of the City for a period of six (6) full months. If two or more vacation requests for same date are received on the same date, the employee with the most seniority will have priority unless agreed upon by all parties involved. The Fire Chief will schedule such vacation leaves with regard to the Department's operating requirements and responsibilities and insofar as possible, with the request of the employees.

Any vacation time not used at time of separation shall be paid out at the employee's hourly rate at the time of separation.

C. Change in Work Schedule

Any employee that is transferred to a 40 hour work week shall have his/her vacation leave converted to reflect a change to the forty (40) hour work week, and any employee that is transferred to a fifty-six (56) hour work week shall have his/her vacation leave converted to reflect the change to a fifty-six (56) hour work week.

**ARTICLE 14  
LEAVES OF ABSENCE**

A. Sick Leave

All full-time employees shall be entitled to sick leave with pay at the rate of 12 hours for each calendar month of service. Employees shall accrue sick leave while they are on any compensated leave. Sick leave shall not be considered a right which an employee may use at his/her discretion, but shall be allowed only in case of actual personal sickness or disability.

Sick leave may also be used for dental, optical or physical examinations and consultation with physician when approved in advance by the employee's supervisor.

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor prior to the time set for beginning his/her daily duties. All sick leave shall be approved by the Fire Chief. When the absence is more than three (3) working days or if the Employer suspects that sick leave is being abused, the employee may be required to file a physician's certificate with the Fire Chief, stating the cause of the absence. Sick leave may be accumulated from year to year up to a maximum of one thousand six hundred eighty (1,680) hours.

Employees injured on the job or in the line of duty shall not have time off charged against accrued sick leave.

An employee who enters the employ of the City before the sixteenth (16<sup>th</sup>) day of the month shall earn sick leave for that month. No payment for unused sick leave credit shall be made upon separation from City employment, except in cases of retirement or death of a permanent employee. If an employee's retirement meets the requirements of the applicable State retirement provisions, or upon his/her death, the employee shall be paid twenty-five percent (25%) of the daily base pay at the retirement or death for each day of unused sick leave credit the employee has accrued.

In the event an employee is caused to miss work due to the actions of a third party and the employee uses accrued sick leave the City shall, with the written consent of the employee, seek recovery from such third party. Upon recovery the City shall be reimbursed for all the costs associated with the used sick leave and the employee shall be recredited with the used leave time.

#### B. Funeral Leave

In case of death in the "immediate family", an employee shall be granted a leave of absence with pay up to seven (7) consecutive calendar days (with a maximum of three (3) paid shifts) by the Fire Chief. "Immediate family" is defined as spouse, child, stepchild, parent, step parent. In case of death in the "family", a permanent employee shall be granted a leave of absence with pay up to four (4) calendar days (with a maximum of two (2) paid shifts) by the Fire Chief. "Family" is defined a mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandparent, grandchild or any other relative living in the same household. The City may, at its discretion, require proof of funeral and/or relationship.

#### C. Emergency Leave

In case of serious illness in the "immediate family", an employee shall be granted a leave of absence with pay up to forty-eight (48) hours by the Fire Chief. "Immediate family" is defined as spouse, child, stepchild, parent, step parent. In case of serious illness in the "family", a permanent employee shall be granted a leave of absence with pay up to twenty-four (24) hours by the Fire Chief. "Family" is defined as mother-in-law, father-in-law, sister, sister-in-law,

brother, brother-in-law, grandparent, grandchild or any other relative living in the same household. The City may, at its discretion, require proof of relationship. The minimum increment for the use of Emergency Leave is four (4) hours.

D. Military Leave

An employee shall be granted military leave and re-employment rights as prescribed by the Iowa Code, by the Uniformed Services Employment and Reemployment Rights Act, or other applicable federal laws.

E. Jury Duty and Subpoena Leave

An employee who is required to serve as a juror or during a regular shift of duty shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, with the exception of expense reimbursement (i.e. mileage) to the Employer. When released from duty during working hours, the employee will report to work immediately.

An employee who is subpoenaed to testify in a proceeding on behalf of the City of Urbandale shall receive his/her regular wages if the subpoena requires the attendance of the employee during the employee's regular shift of duty. In order to receive payment for such time, the employee must submit a copy of the subpoena and assign all fees, with the exception of expense reimbursement (i.e. mileage) to the Employer. When the employee has been released from the subpoena during working hours, the employee will report to work immediately.

If an employee is subpoenaed to testify in a proceeding on behalf of the City of Urbandale during a time which is not within the employee's regular shift of duty, the employee shall be compensated at a rate of one and one-half the employee's hourly rate of pay for all hours during which the attendance of the employee is required, including travel time to and from the place of attendance.

**ARTICLE 15  
WAGES**

A. Wage Rates

The wage rate for each employee is set out in Appendix A which is attached to and made a part of this Agreement. Employees will be paid only for hours actually worked unless otherwise provided in this Agreement.

B. Pay Period

The pay period for all employees will be a bi-weekly period which will begin at 7:00 A.M. on Sunday and end at 6:59 A.M. on Sunday fourteen (14) consecutive days thereafter.

C. Paydays

Employees shall be paid on the Friday immediately following the end of the pay period. All employees will receive their pay by direct electronic deposit, after verifying an active account.

D. Acting Officer Pay

In order to receive compensation for working in the position of officer, non-probationary employees must first complete five (5) full shifts as an acting officer. No compensation will be paid to employees for work as an acting officer during these five shifts. Following the completion of the fifth shift of work as an acting officer, the Fire Chief, or his designee, will provide an evaluation to the employee and advise the employee of whether he/she is qualified to serve as an acting officer on a compensated basis. Once an employee has been determined by the Employer to be qualified to serve as an acting officer, the employee will not be required to requalify. An employee who fails to qualify as an acting officer shall be given additional opportunities to qualify.

Employees who have qualified as stated above and who are assigned as acting officers will be paid \$1.00 per hour in addition to their regular rate of pay for each hour worked as an acting officer.

E. Compensation for Education

Employees who are conferred an Associates of Arts (AA) degree will receive additional compensation of five hundred dollars (\$500.00) per year.

Employees who are conferred a Bachelor of Arts (BA) or Bachelor of Science (BS) degree will receive additional compensation of one thousand dollars (\$1,000.00) per year.

In order to qualify for this additional compensation, the degree conferred must be in the fields of fire science, emergency medical science, or a related field. The Fire Chief will determine whether a degree is in a related field, and the Fire Chief must approve all degrees in advance in order to receive compensation.

**ARTICLE 16  
MERIT PAY**

Merit Implement

- A. An employee who receives a score less than 7 on the yearly evaluations shall not be eligible to move onto the next step until improvement is noted in the action plan and then the employee shall be moved into the next step.
- B. An employee who receives a score greater than 8.49 shall receive a payment of \$500 in addition to moving into the next step.

- C. An employee who receives a score greater than 9.49 shall receive a payment of \$750 in addition to moving into the next step.
- D. An employee who receives an evaluation score greater than 10.74 shall receive a payment of \$1,000 in addition to moving into the next step.
- E. Merit pay is a form of annual compensation which is added to the employee's pay effective July 1 following the evaluation. If the employee does not qualify for merit pay in the succeeding fiscal year, the merit pay will be removed from the employee's compensation. In other words, merit pay must be earned on an annual basis.
- F. The goals that are achieved during the evaluation time period will be awarded \$250 per goal up to a max of \$1,000 to be added on the salary. Pay for achieving goals is compensation which is added to the employee's pay effective July 1 following the evaluation. If the employee does not qualify for goal pay in the succeeding fiscal year, the goal pay will be removed from the employee's compensation. In other words, pay for goals must be earned on an annual basis.

All merit pay will be added on to the amount of the step regardless where employees are at in the step system.

## **ARTICLE 17 INSURANCE**

### A. Hospital and Medical Insurance

1. The City will provide single and family medical insurance coverage in either of two plans. For either plan, the City will pay 100% of the premium for single coverage.

Plan A provides a benefit package which includes \$100/\$200 deductibles; maximum out of pocket \$500/\$1,000; office co-pays of \$5; and prescription coverage, reimbursed at 80% after meeting the deductible. This option requires the employee to contribute toward the monthly premium for family coverage at a rate of 2% per month effective July 1, 2008, 3% effective July 1, 2009, and 4% effective July 1, 2010. Employees opting for this plan will not receive any HRA contribution from the City.

Plan B (a PPO option) provides a benefit package which includes larger deductibles, \$500/\$1,000; greater maximum out of pocket \$1,000/ \$2,000; office visit co-pays of \$15; and Rx coverage of \$10 generic, \$25 preferred and \$40 for brand name. This option requires the employee to contribute toward the monthly premium for family coverage at a rate of 1% per month effective July 1, 2008, 1.5% effective July 1, 2009, and 2% effective July 1, 2010. In addition, the employees opting for Plan B receive a contribution to a Health Reimbursement Account (HRA) of \$400 each year of the Agreement.

2. The City shall make the final decision as to any change in the policy, or as to any change in the carrier.

B. Life Insurance

1. The City will provide regular term life insurance coverage for the employee in the face amount of \$10,000.
2. The coverage of an employee shall begin as set out in the policy and coverage shall be in accordance with and to the extent provided under the terms of the policy.

C. Dental Insurance

1. The City will pay 100% of the cost for employee only coverage for an 80/20 conventional dental insurance program. Each employee may at their option add family coverage at their own expense. The additional cost to add family coverage will be calculated by subtracting the cost of employee only coverage from the cost of family coverage, and the employee will pay the resulting difference in these two amounts.
2. The coverage of an employee shall begin as set out in the policy and coverage shall be in accordance with and to the extent provided under the terms of the policy.

**ARTICLE 18  
TRANSFER PROCEDURES**

Employees who seek a transfer to another shift or station shall file a transfer request with their Lieutenant for approval and then with the Fire Chief, or his/her designee, for approval.

Such request shall be in writing and shall specify the station and/or shift to which the transfer is requested.

**ARTICLE 19  
EVALUATION PROCEDURES**

A. Frequency of Evaluations

Employees will be evaluated by their supervisor at such frequency as the supervisor may determine, but not less than once each fiscal year.

B. Evaluation Form

The evaluation form will be determined by the Fire Chief. The Chief may adopt and publish changes in existing evaluation forms, to include instruments designed to evaluate

employees/peers, companies, and supervisors. Upon written request of the Union, the Chief will discuss such changes with appropriate Union representatives.

C. Evaluation Conference

A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the employee.

D. Employee Response

All evaluation reports will be placed in the employee's personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report. Any formal evaluation of an employee's work performance which results in an overall rating which is 7 or lower on the 12 point scale may be challenged by the employee through the grievance procedure. The evaluation will be sustained unless it is arbitrary, capricious, or without basis in fact.

**ARTICLE 20**  
**REDUCTION IN FORCE AND RECALL**

A. Order of Layoff

Whenever it becomes necessary for Employees to be laid off, the Employees shall be laid off in reverse order of their seniority as defined in this Agreement. Provided further, however, that any reduction in the number of Employees within any given classification shall be by reverse order of seniority within that classification, subject to the provisions of Chapter 400, Code of Iowa, for Employees moved from a higher to lower classification.

B. Notice

All Employees laid off in accordance with the provisions of this Article, as per authority of the City, shall be given written notice by the Fire Chief of such layoff at least thirty (30) calendar days prior to the effective date, with a copy of said notice being given to the City Manager.

C. Eligibility for Recall

The names of Employees laid off shall be placed on a re-employment list. Such persons shall be eligible for re-employment in reverse order of layoff for a period of three (3) years, provided that they are still qualified and able to perform the job.

D. Removal

When an Employee is notified to return to work, the employee must advise the Employer of his/her desire to return to work within seven (7) calendar days of the date of the notification and the employee must return to work within twenty-one (21) calendar days of the date of the

notification or he/she will be automatically dropped from the re-employment list. Notification to an employee shall be sent by certified mail to the last known address appearing on the City's records.

## **ARTICLE 21 SENIORITY**

### A. Definition

Seniority shall mean length of continuous full-time, regular service in the service of the City since the employee's last date of hire by the City. In the event more than one person is hired on the same day, the Civil Service test score shall be used to determine seniority. In the event of a tie on the Civil Service test scores, the flip of a coin shall be used to determine seniority among the tied individuals.

### B. Break in Seniority

An Employee's seniority shall be broken so that no prior period or periods of employment shall be counted and his/her seniority shall cease upon:

1. Discharge.
2. Voluntary quitting.
3. Absence without notification for three (3) consecutive working days, unless excused by the Employer.
4. Absence due to lay-off which continues for more than three (3) years.
5. Failure of an Employee to return to work upon recall within twenty-one (21) calendar days after notice is mailed to him/her by the Employer by registered mail to his/her last known address appearing on its records, unless subsequently excused by the Employer.

## **ARTICLE 22 SAFETY AND HEALTH MATTERS**

### A. General Provisions

The City shall comply with all applicable state and federal laws and regulations affecting the health and safety of employees. Employees shall observe and follow all regulations established by the City for the protection of health and safety and shall follow established procedures for reporting occupational injuries or illness.

B. Physical Exams

The City shall provide each employee an annual physical by a licensed physician. The content of the physical exam will be determined in accordance with the National Fire Protection Association.

C. Safety Committee

A Fire Department Safety Committee will be established consisting of three representatives selected by the Fire Chief and three representatives selected by the Union. A representative selected by the Fire Chief will serve as the Chair of the Committee.

The Committee shall meet on an as-needed basis as mutually agreed by the parties, shall review personal injuries and department practices that may cause injuries, and shall make recommendations to eliminate or minimize these injuries or to improve these practices for the safety of employees.

**ARTICLE 23  
WORK RULES**

The Fire Chief may from time to time adopt and publish new or changes in existing department work rules or Standard Operating Guidelines. Such new or changed rules shall be published in advance of the effective date whenever practicable. All employees shall comply with such work rules and regulations. Upon written request of the Union, the Chief will discuss such changes with appropriate Union representatives.

**ARTICLE 24  
UNIFORMS**

Uniforms and wearing apparel required to be worn by an employee by virtue of departmental rule shall be provided by the City at no cost to the employee. The Fire Chief shall establish a minimum list of clothing articles for employees.

**ARTICLE 25  
TRAINING**

A. In-Service Training

The City will provide employees with orientation and on-the-job training relevant to the position of fire fighter.

The City will assure that employees receive the required number of in-service training hours for fire and EMS certifications utilized by the City.

With the approval of the Fire chief, an employee may be sent to outside instructional courses as a means of upgrading his/her capabilities as an employee of the City. Expenses for meals, lodging,

travel/auto, program registration, and other reasonable expenses shall be reimbursed in accordance with the City's policy on reimbursement of travel expenses.

While attending the Fire Academy or outside instructional courses, employees will be paid at the same rate as their regular schedule of work and, if the training does not require overnight travel, employees will be required to report for duty during the hours of their shift when they are not traveling to the training or attending the training. When an employee is attending a training session which does not require overnight travel, the employee's Supervisor will designate the hours during which the employee will be required to report for duty. Employees who are attending training during hours which are not a part of their regular duty shift will be paid for 8 hours of work at the overtime rate of one and one-half times their regular rate of pay.

**B. Physical Training**

Whenever practical, employees who are on duty in a station will perform one hour of physical training each shift. Employees will not be required to perform physical training after 1700.

**ARTICLE 26  
MISCELLANEOUS**

**A. Deferred Compensation**

Each employee shall be eligible to contribute to one of the City's recognized deferred compensation plans. If any provision of this deferred compensation plan is determined to be unlawful, the parties shall immediately meet to negotiate an alternative placement of the money involved. All contributions previously made into the plan shall be reserved for the sole benefit of the affected individual employees and not returned to the employer.

**B. Flex Spending**

The City shall allow employees to utilize a Flexible Spending Account as a pre-tax benefit. The employee elects the amount of the benefit to be set aside each month consistent with the maximums provided by federal regulations.

**C. Vacated/New Positions**

All vacated/new positions shall be posted for seven calendar days in order for current employees to request a transfer to fill the vacancy and/or new position. Any employee requesting the transfer must hold the current credentials needed for the vacated/new position to request the transfer. If the employee seeks a transfer to a position which is the same as the employee's current position but is in another station, then seniority will be the principle factor if more than one employee submits a transfer request for the same vacancy. If the employee seeks a transfer to a position which is different than the employee's current position, then the Fire Chief will consider the ability, aptitude, and previous work record (evaluations and discipline) of the employees who apply. If the Fire Chief determines that the ability, aptitude, and previous work

record (evaluations and discipline) of the employees who apply are relatively equal, then seniority will be the determining factor for filling the vacancy.

D. Employee Assistance Program

The City shall provide a confidential EAP program to all employees at no cost.

**ARTICLE 27  
NO STRIKE/NO LOCKOUT**

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, nor its officers, agents, representatives or members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Iowa Code Section 20.12.

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

**ARTICLE 28  
NO DISCRIMINATION**

The City agrees that it will not discriminate against employees on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin or disability. The City and the Union agree that they will not discriminate against employees on the basis of Union membership or non-membership.

**ARTICLE 29  
SAVINGS CLAUSE, SIDE LETTERS, DURATION, AND SIGNATURE**

A. Savings Clause

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, section or portion thereof.

In the event the parties fail to agree on provisions for substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties

shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the Employer's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

B. Side Letters

The parties agree that, when it is mutually determined by them to be appropriate, this Agreement may be supplemented by a side letter of agreement. If the parties agree to a side letter, the side letter will specify the duration that it will be in effect and will also indicate whether the parties intend that the content of the side letter will be added to the successor collective bargaining agreement.

C. Duration

This Agreement shall be effective on July 1, 2008, and shall continue in effect until June 30, 2011.

D. Signature Clause

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

For the City:

For the Union:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Union President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**

**FY 2009  
FF/EMT**

Entry	Step 1	Step 2	Step 3	Step 4	Step 5
\$32,760.00	\$34,070.40	\$35,433.22	\$36,850.55	\$38,324.57	\$39,857.55

Entry base receives a 5% increase and 4% increase between steps



**FY 2009  
FF/EMT-P**

Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$37,759.05	\$39,269.41	\$40,840.19	\$42,473.80	\$44,172.75	\$45,939.66	\$47,777.25	\$49,688.34	\$51,675.87	\$53,742.90	\$55,892.62

Entry base receives a 5% increase and 4% increase between steps

The following employees shall be placed in the following step according to seniority and will move into the next step on the start of the FY 2009

Brennan Burke shall be placed at step 5

Stuart Wilson shall be placed at step 2

Cory Macumber shall be placed at step 1

Eric Ennen shall be placed at step 1

Kyle Bissell shall be placed at Entry Level

John Ouverson shall be placed at Entry Level

Craig Jensen shall be placed at Entry Level

Cody Thorn shall be placed at Entry FF/EMT. Upon certification as EMT-PS, Cody shall be placed at Entry FF/EMT-P.

Jamie Erie shall be placed at Entry FF/EMT. Upon certification as EMT-PS, Jamie shall be placed at Entry FF/EMT-P.

Any FF/EMT who completes Paramedic Training shall be placed into the FF/Paramedic range when certification becomes active.

**FY 2010**

Entry base receives a 4% increase and 4% increase between steps for both FF/EMT and FF/EMT-P.

**FY 2011**

Entry base receives a 3% increase and 4% increase between steps for both FF/EMT and FF/EMT-P.

## SIDE LETTER

The City agrees to provide a side letter of understanding to the Union regarding current practices that will be continued and agrees that the following practices will be included in that letter: washing and waxing of private vehicles during times when the employee is not on duty, visitation rights for members of the employee's family, obtaining groceries for meals during regular shift hours, and eating meals at local establishments as deemed appropriate by the Fire Chief. The side letter will be in effect for the duration of the Agreement and will expire at the conclusion of the Agreement, unless extended by mutual agreement of the parties. No provision of the side letter will be subject to the grievance procedure.