

Collective Bargaining Agreement

July 1, 2023 to June 30, 2028



City of Waterloo,
Iowa &
International
Association of
Fire Fighters
Local No. 66

TABLE OF CONTENTS

Contents

AGREEMENT	5
PURPOSE	5
ARTICLE I - RECOGNITION OF THE UNION.....	5
1.01 Exclusive Bargaining Representative	5
1.02 Bargaining Unit Defined	5
ARTICLE II - UNION MEMBERSHIP	5
2.01 Membership Eligibility.....	5
2.02 Harassment and/or Discrimination re: Membership or Non-Membership Prohibited	5
ARTICLE III – PROBATIONARY EMPLOYEE DEFINED	6
ARTICLE IV - UNION COMMUNICATIONS AND MEETINGS	6
4.01 Authorized Union Communications to Employees.....	6
4.02 Meeting Room.....	6
4.03 Union Executive Board.....	6
4.04 Union Executive Board Meetings	6
4.05 Time Off For Local Union Duties	6
4.06 Time Off For Other Union Duties.....	6
ARTICLE V - SALARIES	7
July 1, 2023: 2.461% Cost for Redesigned Wage Table	7
2.25% ATB Increase.....	7
July 1, 2024: 2.50% ATB Increase.....	7
July 1, 2025: 3.00% ATB Increase.....	7
July 1, 2026: Wage and insurance reopen	7
July 1, 2027: Wage and insurance reopen	7
ARTICLE V – SALARIES AND COMPENSATION (Continued).....	11
5.02 Paramedic Pay.....	11
5.03 Haz Mat/Tech Rescue Member and Leader Pay.....	11
5.04 Pay Period.....	11
5.05 Work Week.....	11
5.06 Impact On Payout of Accrued Benefits.....	12
ARTICLE VI - LONGEVITY	12
6.01 Longevity Schedule For Firefighters.....	12
ARTICLE VII - OVERTIME PAY	13
7.01 Work in Excess of an Employee's Basic Work Week is Overtime	13
7.02 Calculation of Overtime Rate of Pay	13
7.03 Regularly Scheduled Overtime.....	13
7.04 Emergency or Unscheduled Overtime.....	13
7.05 Court Appearance(s) - Two (2) Hour Minimum	13
7.06 Required Education.....	13
7.07 Compensatory Time	14
7.08 Overtime List	15
ARTICLE VIII - WORKING OUT OF RANK	15
8.01 Compensation for Working Out of Rank.....	15

8.02	Fire Engineer or Paramedic/EMT	15
8.03	Probationary Firefighters	15
ARTICLE IX - TRADING TIME		15
9.01	Trading Time between Employees	15
9.02	Governing Rules and Regulations.....	15
9.03	Chief's Approval	15
9.04	Full Employee Responsibility on Traded Time	16
ARTICLE X - SICK LEAVE		16
10.01	Current Accumulation.....	16
10.02	Sick Leave Credit and Accumulation.....	16
10.03	Annual Distribution and Accounting.....	16
10.04	Disability.....	16
10.05	Use of Sick Leave Credit.....	17
10.06	Injury - Defined	17
10.07	Exclusion of Duty-Connected Injuries.....	17
10.08	Illness While on Duty.....	18
10.09	Extension or Use of Other Available Benefits for Sickness/Injury.....	18
10.10	Sick Leave Use for Family Illness.....	18
10.11	Verification	18
10.12	Penalty For Abuse.....	18
ARTICLE XI - BEREAVEMENT LEAVE		18
11.01	Definition of Immediate Family	18
11.02	Time Off For In-State Death and Burial	18
11.03	Time Off For Out-of-State Death or Burial.....	19
11.04	Additional Time Subject to Approval.....	19
11.05	Attendance at Funeral	19
ARTICLE XII - CASUAL DAYS		19
12.01	Employee Eligibility and Number of Casual Days.....	19
12.02	Employee Notice to Department Required	19
12.03	Departmental Approval of Selected Date	19
12.04	Non-Cumulative	19
12.05	Accrual of Casual Days for New Employees	20
ARTICLE XIII - KELLY DAYS		20
13.01	Kelly Days - Defined and Provided For	20
13.02	Scheduling of Kelly Days.....	20
13.03	Work on and Trading Kelly Days.....	20
ARTICLE XIV - HOLIDAYS		21
14.01	Holidays	21
14.02	Holiday Pay Rate for Working Employees.....	21
14.03	Time Off For Holidays Worked	21
ARTICLE XV – VACATION		22
15.01	Vacation Eligibility and Duration	22
15.02	Vacation Selection And Utilization.....	22
15.03	Vacation Benefits on Retirement or Death	22
15.04	Vacation Not Lost Due to Illness or Injury	23
ARTICLE XVI - OTHER LEAVES OF ABSENCE		23
16.01	Jury Duty.....	23
16.02	Religious Leave.....	23
16.03	FMLA Leave.....	23
A.	Events Which May Entitle an Employee to FMLA Leave.....	23

B.	Pay during FMLA Leave	24
16.04	Military Leave	24
16.05	Extended Unpaid Leave of Absence	24
ARTICLE XVII - INSURANCE		25
17.01	Medical/Dental/Prescription Insurance	25
17.02	Employee Participation/Contribution	25
17.03	Section 125 Option (Flex Spending).....	26
17.04	Life Insurance.....	26
17.05	New Employee Coverage.....	26
ARTICLE XVIII - UNIFORM ALLOWANCE AND CLEANING.....		26
18.01	City to Provide Uniform	26
18.02	Cleaning and Upkeep Allowance	26
18.03	Responsibility for Uniform	27
ARTICLE XIX - GRIEVANCE PROCEDURE.....		27
19.01	Purpose.....	27
19.02	Definitions	27
19.03	Reporting Disciplinary Action	27
19.04	Level One.....	27
19.05	Level Two.....	28
19.06	Level Three	28
19.07	Level Four	28
19.08	Selection of Arbitrator.....	28
19.09	Costs.....	28
19.10	Procedures.....	29
19.11	Arbitrator's Jurisdiction	29
19.12	Appeals	29
19.13	Exclusive Remedy.....	29
ARTICLE XX - SENIORITY		29
20.01	Seniority Calculation.....	29
20.02	Forfeiture.....	29
20.03	Use in Layoff and Recall	30
20.04	Compliance with ADA.....	30
ARTICLE XXI - TRANSFERS		30
21.01	Job Openings	30
21.02	Posting.....	30
21.03	Selection Standard	30
21.04	Appointment.....	30
ARTICLE XXII - PROMOTIONAL EXAMINATIONS		30
ARTICLE XXIII - HEALTH AND SAFETY		31
23.01	Reasonable Safety Standards.....	31
23.02	Bi-Annual Cardio/Pulmonary Examination	31
23.03	Annual Physical Standards	31
23.04	Flu Shots	31
ARTICLE XXIV - DISCRIMINATION.....		31
ARTICLE XXV - FIRE DEPARTMENT RULES AND REGULATIONS		31
25.01	Revision or Addition to the Department Rules and Regulations	31
ARTICLE XXVI - LABOR-MANAGEMENT COMMITTEE		32
26.01	Purpose and Meetings of Committee	32
26.02	Membership of Committee	32
26.03	Insurance Advisory Committee	32

ARTICLE XXVII - INDEMNITY	32
27.01 Liability Insurance	32
27.02 Legal Representation in Event of Conflict of Interest.....	33
ARTICLE XXVIII - OUTSIDE EMPLOYMENT	33
28.01 Outside Employment.....	33
ARTICLE XXIX - MANAGEMENT RIGHTS	33
29.01 Management Rights	33
ARTICLE XXX - AUTHORIZED DISCIPLINARY ACTION.....	34
30.01 Disciplinary Policy	34
30.02 Pre-Termination Hearing	34
30.03 Presence of Representative	34
30.04 Appeal.....	34
ARTICLE XXXI - ASSIGNMENT OF A FIRE FIGHTER AS A CANINE HANDLER.....	34
31.02 Related Expenses	34
31.03 Recall, Training and Overtime Compensation	34
31.04 Work Related Injures.....	35
ARTICLE XXXII – PARAMEDIC TRAINING AND TESTING/ FEMA TRAINING	35
32.01 Paramedic Training	35
32.02 Paramedic Testing	35
32.03 FEMA Training	35
ARTICLE XXXIII - MAINTENANCE OF STANDARDS	35
ARTICLE XXXIV - SAVINGS CLAUSE.....	36
ARTICLE XXXV - TERM.....	36
35.01 Duration.....	36
35.02 Agreement Reopener	36
APPENDIX A.....	38
MEMORANDUM OF UNDERSTANDING.....	38
PHYSICAL STANDARDS.....	38
Physical Ability Test.....	39
MEMORANDUM OF UNDERSTANDING.....	40
JUNETEENTH.....	40
MEMORANDUM OF UNDERSTANDING.....	41
PARAMEDIC SENIORITY	41
MEMORANDUM OF UNDERSTANDING.....	42
FIRE MARSHALL	42

AGREEMENT

This Agreement made and entered into this 1st day of July, 2023 by and between the **CITY OF WATERLOO, IOWA**, (hereinafter referred to as "City") and the **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #66**, (hereinafter referred to as the "Union").

PURPOSE

The purpose of the Agreement is:

- A. To provide, where otherwise not mandated by statute or ordinance, the salary structure, employment conditions and other employment benefits of Fire Department employees;
- B. To prevent interference and interruptions with the efficient and orderly operation of the Waterloo Fire Department;
- C. To provide an orderly, fair and prompt adjustment of grievances; and
- D. To provide that this Agreement shall extend from July 1, 2023 to June 30, 2028.

ARTICLE I - RECOGNITION OF THE UNION

1.01 Exclusive Bargaining Representative

The City recognizes the Union as the exclusive bargaining representative for collective bargaining negotiations with respect to rates of pay, salaries, hours and other terms and conditions of employment for all employees as hereinafter defined employed by the Waterloo Fire Department of the City of Waterloo, Iowa, for the period of this Agreement pursuant to 20.9 of the Public Employment Relations Act of the State of Iowa.

1.02 Bargaining Unit Defined

The term "employees" used herein shall mean all uniformed members of the Waterloo Fire Department, including fire fighters, fire engineers, paramedics and lieutenants, as set forth in the Order of Certification dated October 23, 1975, issued in reference to Case No. 176 by the Public Employment Relations Board of the State of Iowa, and amended by agreement of the parties. In the event that the General Assembly of the State of Iowa enacts any legislation or the Supreme Court of Iowa interprets any of the existing legislation which otherwise defined a bargaining unit for Public Employee Groups, said definition shall control future relationships between the City and the Union.

ARTICLE II - UNION MEMBERSHIP

2.01 Membership Eligibility

All employees of the Fire Department, except those excluded by 1.02, shall be eligible to join the Union. Probationary members shall remain subject to Article III of the contract.

2.02 Harassment and/or Discrimination re: Membership or Non-Membership Prohibited

The City and the Union each agree not to interfere with the right of employees to become or not to become members of the Union.

There shall be no discrimination or coercion against an employee because of Union membership or non-membership, or by reason of an employee holding an office in the Union.

There shall be no discrimination in wages, hours or working conditions because of membership in the Union.

ARTICLE III – PROBATIONARY EMPLOYEE DEFINED

Each and every new employee hired by the City for positions represented by the Union shall be considered to be on probationary status for a period of one calendar year during which period of time the employee may be discharged within the sole discretion of the City or its department head. If not discharged by the City at the end of one calendar year, or in the event that the probationary period shall not be extended by mutual agreement between the parties, the new employee shall become a regular employee, then to be assigned to the department and in the classification for which they were hired. Seniority of the new employee shall then revert back to the date of hire. The employee shall be eligible for health insurance, dental insurance, prescription drug coverage and vision benefits, and accrued time off benefits, insofar as eligibility is concerned, as provided in this Agreement.

ARTICLE IV - UNION COMMUNICATIONS AND MEETINGS

4.01 Authorized Union Communications to Employees

The City shall permit the Union to use bulletin boards, PBX system and vocal speaker system, computers, printers, and facsimile machines for the posting, conducting, and notification of all Union business.

4.02 Meeting Room

The City shall furnish the basement meeting room at Fire Department headquarters for the purpose of all Union meetings.

4.03 Union Executive Board

The Union Executive Board consists of the President, Recording Secretary and Secretary-Treasurer.

4.04 Union Executive Board Meetings

The Union Executive Board members shall remain on duty to, from and during Union meetings and will keep in contact with Fire Department headquarters by means of radio.

4.05 Time Off For Local Union Duties

Members of the Association who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract, shall be permitted a reasonable amount of time free from the regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the City and its employees in the uninterrupted operation of the Government.

4.06 Time Off For Other Union Duties

The City shall furnish time off for delegates to attend the following conventions:

- A. Two (2) delegates to the International Association of Fire Fighters two (2) days every other year;

- B. Three (3) delegates to the Professional Fire Fighters Annual Convention one (1) day each year.
- C. If needed the Association shall be allowed, with approval from the Fire Chief, which approval shall not be unreasonably withheld, one (1) additional day of paid leave for Union business.

ARTICLE V - SALARIES

July 1, 2023:	2.461% Cost for Redesigned Wage Table
	2.25% ATB Increase
July 1, 2024:	2.50% ATB Increase
July 1, 2025:	3.00% ATB Increase
July 1, 2026:	Wage and insurance reopen
July 1, 2027:	Wage and insurance reopen

5.01(A) Salaries July 1, 2023 – June 30, 2024: New Steps + 2.25% ATB

Fire Fighters

	New Hourly Step 24-Hour	New Hourly Step 40-Hour	2.25% ATB 24-Hour	2.25% ATB Increase 40-Hour	Biweekly	Annual
1 Year	\$ 20.05	\$ -	\$ 20.50	\$ -	\$ 2,173.00	\$ 56,498.00
2 Year	\$ 22.94	\$ -	\$ 23.46	\$ -	\$ 2,486.76	\$ 64,655.76
3 Year	\$ 24.42	\$ -	\$ 24.97	\$ -	\$ 2,646.82	\$ 68,817.32
4 Year	\$ 26.03	\$ -	\$ 26.62	\$ -	\$ 2,821.72	\$ 73,364.72
8 Year	\$ 26.76	\$ -	\$ 27.36	\$ -	\$ 2,900.16	\$ 75,404.16
10 Year	\$ 27.49	\$ -	\$ 28.11	\$ -	\$ 2,979.66	\$ 77,471.16

Engineers

	New Hourly Step 24-Hour	New Hourly Step 40-Hour	2.25% ATB Increase 24-Hour	2.25% ATB Increase 40-Hour	Biweekly	Annual
Base	\$ 27.71	\$ -	\$ 28.33	\$ -	\$ 3,002.98	\$ 78,077.48
5 Year	\$ 28.80	\$ -	\$ 29.45	\$ -	\$ 3,121.70	\$ 81,164.20
10 Year	\$ 29.89	\$ -	\$ 30.56	\$ -	\$ 3,239.36	\$ 84,223.36

Paramedics

	New Hourly Step 24-Hour	New Hourly Step 40-Hour	2.25% ATB Increase 24-Hour	2.25% ATB Increase 40-Hour	Biweekly	Annual
Base	\$ 28.44	\$ -	\$ 29.08	\$ -	\$ 3,082.48	\$ 80,144.48
5 Year	\$ 29.21	\$ -	\$ 29.87	\$ -	\$ 3,166.22	\$ 82,321.72
10 Year	\$ 29.90	\$ -	\$ 30.57	\$ -	\$ 3,240.42	\$ 84,250.92

Lieutenants & Fire Inspectors

	New Hourly Step 24-Hour	New Hourly Step 40-Hour	2.25% ATB Increase 24-Hour	2.25% ATB Increase 40-Hour	Biweekly	Annual
Base	\$ 29.95	\$ 39.68	\$ 30.62	\$ 40.58	\$ 3,245.72	\$ 84,388.72
5 Year	\$ 30.61	\$ 40.56	\$ 31.30	\$ 41.47	\$ 3,317.80	\$ 86,262.80
10 Year	\$ 31.69	\$ 41.99	\$ 32.40	\$ 42.93	\$ 3,434.40	\$ 89,294.40

Medical Officers

	New Hourly Step 24-Hour	New Hourly Step 40-Hour	2.25% ATB Increase 24-Hour	2.25% ATB Increase 40-Hour	Biweekly	Annual
Base	\$ 30.40	\$ -	\$ 31.08	\$ -	\$ 3,294.48	\$ 85,656.48
5 Year	\$ 31.06	\$ -	\$ 31.76	\$ -	\$ 3,366.56	\$ 87,530.56
10 Year	\$ 32.14	\$ -	\$ 32.86	\$ -	\$ 3,483.16	\$ 90,562.16

Training Officer

	New Hourly Step 24-Hour	New Hourly Step 40-Hour	2.25% ATB Increase 24-Hour	2.25% ATB Increase 40-Hour	Biweekly	Annual
Base	\$ -	\$ 43.96		\$ 44.95	\$ 3,596.00	\$ 93,496.00

Fire Captains, Captain of Training & Fire Marshall

	New Hourly Step 24-Hour	New Hourly Step 40-Hour	2.25% ATB Increase 24-Hour	2.25% ATB Increase 40-Hour	Biweekly	Annual
Base	\$ 35.39	\$ 46.89	\$ 36.19	\$ 47.95	\$ 3,836.14	\$ 99,739.64
5 Year	\$ 36.48	\$ 48.34	\$ 37.30	\$ 49.42	\$ 3,953.80	\$ 102,798.80

Medical Supervisor

	New Hourly Step 24-Hour	New Hourly Step 40-Hour	2.25% ATB Increase 24-Hour	2.25% ATB Increase 40-Hour	Biweekly	Annual
Base	\$ 36.97	\$ 48.98	\$ 37.80	\$ 50.08	\$ 4,006.40	\$ 104,166.40

5.01(B) Salaries July 1, 2024 – June 30, 2025: 2.50% ATB

Fire Fighters				
	2.50% 24-Hour Step	2.50% 40-Hour	Biweekly	Annual
1 Year	\$ 21.01	\$ -	\$ 2,227.06	\$ 57,903.56
2 Year	\$ 24.05	\$ -	\$ 2,549.30	\$ 66,281.80
3 Year	\$ 25.59	\$ -	\$ 2,712.54	\$ 70,526.04
4 Year	\$ 27.29	\$ -	\$ 2,892.74	\$ 75,211.24
8 Year	\$ 28.04	\$ -	\$ 2,972.24	\$ 77,278.24
10 Year	\$ 28.81	\$ -	\$ 3,053.86	\$ 79,400.36
Engineers				
	2.50% 24-Hour Step	2.50% 40-Hour	Biweekly	Annual
Base	\$ 29.04	\$ -	\$ 3,078.24	\$ 80,034.24
5 Year	\$ 30.19	\$ -	\$ 3,200.14	\$ 83,203.64
10 Year	\$ 31.32	\$ -	\$ 3,319.92	\$ 86,317.92
Paramedics				
	2.50% 24-Hour Step	2.50% 40-Hour	Biweekly	Annual
Base	\$ 29.81	\$ -	\$ 3,159.86	\$ 82,156.36
5 Year	\$ 30.62	\$ -	\$ 3,245.72	\$ 84,388.72
10 Year	\$ 31.33	\$ -	\$ 3,320.98	\$ 86,345.48
Lieutenants & Fire Inspectors				
	2.50% 24-Hour Step	2.50% 40-Hour	Biweekly	Annual
Base	\$ 31.39	\$ 41.59	\$ 3,327.34	\$ 86,510.84
5 Year	\$ 32.08	\$ 42.51	\$ 3,400.48	\$ 88,412.48
10 Year	\$ 33.21	\$ 44.00	\$ 3,520.26	\$ 91,526.76
Medical Officers				
	2.50% 24-Hour Step	2.50% 40-Hour	Biweekly	Annual
Base	\$ 31.86	\$ -	\$ 3,377.16	\$ 87,806.16
5 Year	\$ 32.55	\$ -	\$ 3,450.30	\$ 89,707.80
10 Year	\$ 33.68	\$ -	\$ 3,570.08	\$ 92,822.08
Training Officer				
	2.50% 24-Hour Step	2.50% 40-Hour	Biweekly	Annual
Base		\$ 46.07	\$ 3,685.60	\$ 95,825.60
Fire Captains, Captain of Training & Fire Marshall				
	2.50% 24-Hour Step	2.50% 40-Hour	Biweekly	Annual
Base	\$ 37.09	\$ 49.15	\$ 3,931.54	\$ 102,220.04
5 Year	\$ 38.23	\$ 50.66	\$ 4,052.38	\$ 105,361.88
Medical Supervisor				
	2.50% 24-Hour Step	2.50% 40-Hour	Biweekly	Annual
Base	\$ 38.75	\$ 51.33	\$ 4,106.40	\$ 106,766.40

5.01(C) Salaries July 1, 2025 – June 30, 2026: 3.0% ATB

Fire Fighters				
	3.00% 24-Hour Step	3.00% 40-Hour	Biweekly	Annual
1 Year	\$ 21.64	\$ -	\$ 2,293.84	\$ 59,639.84
2 Year	\$ 24.77	\$ -	\$ 2,625.62	\$ 68,266.12
3 Year	\$ 26.36	\$ -	\$ 2,794.16	\$ 72,648.16
4 Year	\$ 28.11	\$ -	\$ 2,979.66	\$ 77,471.16
8 Year	\$ 28.88	\$ -	\$ 3,061.28	\$ 79,593.28
10 Year	\$ 29.67	\$ -	\$ 3,145.02	\$ 81,770.52
Engineers				
	3.00% 24-Hour Step	3.00% 40-Hour	Biweekly	Annual
Base	\$ 29.91	\$ -	\$ 3,170.46	\$ 82,431.96
5 Year	\$ 31.10	\$ -	\$ 3,296.60	\$ 85,711.60
10 Year	\$ 32.26	\$ -	\$ 3,419.56	\$ 88,908.56
Paramedics				
	3.00% 24-Hour Step	3.00% 40-Hour	Biweekly	Annual
Base	\$ 30.70	\$ -	\$ 3,254.20	\$ 84,609.20
5 Year	\$ 31.54	\$ -	\$ 3,343.24	\$ 86,924.24
10 Year	\$ 32.27	\$ -	\$ 3,420.62	\$ 88,936.12
Lieutenants & Fire Inspectors				
	3.00% 24-Hour Step	3.00% 40-Hour	Biweekly	Annual
Base	\$ 32.33	\$ 42.84	\$ 3,426.98	\$ 89,101.48
5 Year	\$ 33.04	\$ 43.79	\$ 3,502.24	\$ 91,058.24
10 Year	\$ 34.21	\$ 45.32	\$ 3,626.26	\$ 94,282.76
Medical Officers				
	3.00% 24-Hour Step	3.00% 40-Hour	Biweekly	Annual
Base	\$ 32.82	\$ -	\$ 3,478.92	\$ 90,451.92
5 Year	\$ 33.53	\$ -	\$ 3,554.18	\$ 92,408.68
10 Year	\$ 34.69	\$ -	\$ 3,677.14	\$ 95,605.64
Training Officer				
	3.00% 24-Hour Step	3.00% 40-Hour	Biweekly	Annual
Base		\$ 47.45	\$ 3,796.00	\$ 98,696.00
Fire Captains, Captain of Training & Fire Marshall				
	3.00% 24-Hour Step	3.00% 40-Hour	Biweekly	Annual
Base	\$ 38.20	\$ 50.62	\$ 4,049.20	\$ 105,279.20
5 Year	\$ 39.38	\$ 52.18	\$ 4,174.28	\$ 108,531.28
Medical Supervisor				
	3.00% 24-Hour Step	3.00% 40-Hour	Biweekly	Annual
Base	\$ 39.91	\$ 52.87	\$ 4,229.60	\$ 109,969.60

ARTICLE V – SALARIES AND COMPENSATION (Continued)

5.02 Paramedic Pay

- A. Any employee previously assigned as a Paramedic and who is no longer assigned as a Paramedic, but continues to maintain the Paramedic Certification shall be paid Three Hundred Dollars (\$300) annually, payable as \$11.54 equal payments on the 26 regular payrolls, above the classification they are currently serving in, provided that the employee agrees to be utilized as a Paramedic upon request from supervision. Unassigned Fire Paramedics staffed on a given shift on any ALS apparatus shall be paid for that shift at the first year Paramedic rate of pay. Previously assigned Fire Paramedics who are reassigned for a given shift shall be paid for that shift at the Paramedic level of pay that the employee was last permanently assigned.
- B. Any employee currently assigned as a 5th or 10th Year Paramedic or a Medical Officer shall be paid Nine Hundred Dollars (\$900) annually, payable as \$34.62 equal payments on the 26 regular payrolls, above the classification they are currently serving in.

5.03 Haz Mat/Tech Rescue Member and Leader Pay

- A. A Haz Mat and/or Tech Rescue Team Member with current certification(s) and in good standing shall be compensated at a maximum of Fifteen Dollars (\$15.00) per month above the classification they are currently serving in, provided that the member having either one or both certifications attends and satisfactorily completes at least 70% of all training requirements for certification as a Haz Mat Team Member or for certification as a Tech Rescue Team Member.
- B. A Haz Mat or Team Rescue Team Leader shall be compensated at a maximum of Fifty Dollars (\$50.00) per month above the classification they are currently serving in, provided that the Team Leader attends and satisfactorily completes at least 70% of all training requirements for certification.
- C. It is understood by all parties that while this payment is earned by monthly participation, Haz Mat/Tech Rescue is an annual payment made in September on the Friday between the first and second payrolls of the month.

5.04 Pay Period

Employees covered by this document shall be paid on a bi-weekly basis, normally on the first Friday following the end of the bi-weekly pay period. If the payday falls on a holiday, payment shall be made on the preceding workday.

5.05 Work Week

The parties have agreed to establish a work schedule of one day on (24 hours) and two days off (48 hours) which will result in a workweek of fifty-six (56) hours per week (2912 hours per year). The work schedule agreed to is a twenty-seven (27) day work period with two hundred four (204) hours of work permitted, according to FLSA Standards, within this twenty-seven (27) consecutive day work period. Employees who work the above schedule shall be paid an hourly rate based on a fifty-three (53) hour work week (2756 hours per year) with FLSA overtime being incurred for all hours worked over two hundred four (204) hours in the twenty-seven (27) day period. In order to reduce the hours worked to meet FLSA Standards, the City and the Association have agreed to the scheduling of Kelly Days as outlined in Article XIII.

5.06 Impact On Payout of Accrued Benefits

The parties agree that the fire fighter's hourly rate, for purposes of payout for accrued benefits, will be reduced by dividing the current salary listed for each fire fighter classification listed in Article V of the Collective Bargaining Agreement, by the figure of twenty-seven hundred fifty-six (2756) hours. A fire fighter's annual salary shall not be reduced because of this Agreement.

5.07 Tactical Medic Training

Training for WFR tactical team members shall be paid at straight time rate and must be taken as compensatory time. Payment for call up responses for team members shall be as outlined in 7.04.

ARTICLE VI - LONGEVITY

6.01 Longevity Schedule For Firefighters

	<u>Bi Weekly</u>	<u>Monthly</u>	<u>Annually</u>
After five (5) years	\$20.77	\$45.00	\$540.00
After nine (9) years	\$27.69	\$60.00	\$720.00
After twelve (12) years	\$32.31	\$70.00	\$840.00
After fifteen (15) years	\$36.92	\$80.00	\$960.00
After eighteen (18) years	\$41.54	\$90.00	\$1,080.00
After twenty-one (21) years	\$46.15	\$100.00	\$1,200.00
After twenty-four (24) years	\$50.77	\$110.00	\$1,320.00
After twenty-seven (27) years	\$55.38	\$120.00	\$1,440.00
After thirty (30) years	\$60.00	\$130.00	\$1,560.00

6.02 Payment

Longevity pay shall be paid bi-weekly (26 times per year). Increases will be included in the employee's paycheck which covers the period of time in which the anniversary date occurred.

An employee shall not be entitled to receipt of longevity pay while on layoff, disability leave outlined in Article 10.04, or an unpaid leave of absence or disciplinary action that results in an employee not receiving a paycheck at the end of a two-week pay period. In addition, an employee shall not be given credit for purposes of entitlement for longevity when the employee is on layoff, or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

ARTICLE VII - OVERTIME PAY

7.01 Work in Excess of an Employee's Basic Work Week is Overtime

Overtime shall be paid or credited pursuant to the following:

A. In General

Overtime compensation or compensatory time overtime shall be paid either as paid overtime compensation or as compensatory time. Compensatory time shall mean time off from regular duty hours. A member shall decide at the time overtime compensation is earned whether he or she wishes to receive said compensation in the form of overtime pay or compensatory time.

B. Voluntary Training Exception

However, when a fire fighter volunteers for additional training, compensation and/or compensatory time shall be available only at the straight time rate, unless it exceeds the FLSA Standards. In order to receive compensation, the fire fighter must receive prior approval from the Fire Chief or his designated representative to attend the training.

7.02 Calculation of Overtime Rate of Pay

Where "overtime rate" is referred to, or used throughout this Agreement, the employee's rate of pay shall be calculated, for that purpose, by multiplying one and one-half (1½) times the employee's hourly rate as set forth in 5.01 - Salaries, of this Agreement.

7.03 Regularly Scheduled Overtime

For overtime which is regularly scheduled prior to the beginning of a shift, or after the start of a shift, for the purpose of maintaining minimum staffing requirements as may be adopted by the Department, the rate of pay for all hours worked shall be one and one-half (1½) times the fire fighter's fifty-three (53) hour rate of pay. If a fire fighter is recalled to work on his/her days off due to a staff shortage and then is not needed for purposes of minimum staffing the fire fighter will be reassigned to other collateral duties and paid a minimum of two (2) hours of overtime pay at the fire fighter's fifty-three (53) hour rate of pay.

7.04 Emergency or Unscheduled Overtime

When an employee is requested to perform overtime work in an emergency situation and is held over to perform this work, the City shall pay double (2) times the fire fighter's fifty-three (53) hour rate of pay for each hour worked. When an employee must be recalled (call back) to perform emergency work, the employee shall be paid a minimum of two (2) hours double time at the fifty-three (53) hour overtime rate of pay. However, in a situation where a fire fighter is scheduled to begin work and is called in between the hours of 6:00 a.m. and 8:00 a.m., the fire fighter shall receive a minimum of only two (2) hours of double time at the fire fighter's fifty-three (53) hour rate of pay.

7.05 Court Appearance(s) - Two (2) Hour Minimum

In the event that any member is ordered to appear in court, or otherwise participate in activities surrounding any legal proceeding on their off-duty time due to a job-related incident, it shall be considered a call-back, and compensated for at the overtime rate, with a two (2) hour minimum period. Payment for court appearance shall be as outlined in Article 8.04.

7.06 Required Education

Schooling required for the Fire Department, and that must be attended on off-duty time, shall be compensated for at the rate of one and one-half (1½) times the hourly rate for the employee. However, when an employee volunteers for additional training, and will, at the completion of the training, be entitled to an increase in compensation, the employee shall receive only their regular compensation during the time off required to complete the training.

7.07 Compensatory Time

Compensatory time shall be earned and utilized in the following manner:

A. Accrual of Compensatory Time

1. If mutually agreeable between the department and the employee, an employee may be reimbursed for overtime with compensatory time off.
2. Compensatory time shall be earned at a rate of one and one half (1½) times any extra hours worked. Regularly scheduled overtime is defined as overtime, which is scheduled, and shall be compensated as outlined in Article 7.03. Compensatory time shall be earned at a rate of double (2) times any extra hours worked for emergency or unscheduled overtime as defined in Article 7.04 and shall be compensated as outlined in Article 8.04. Compensatory time shall be earned at the straight time rate for that period of time when a fire fighter volunteers for additional off-duty training, unless it exceeds the FLSA Standards.
3. If mutually agreed upon, compensatory time shall be earned by working extra hours to maintain adequate staffing within the department.
4. Compensatory time shall be offered on a rotating basis.
5. Maximum of three hundred twenty (320) hours of overtime worked reimbursed at four hundred eighty (480) hours of compensatory time may be accrued.
6. An individual earning compensatory time on a holiday will be paid holiday pay as outlined in the contract in addition to earning compensatory time at the rate of time and one-half (1½).
7. Compensatory time shall be accrued and recorded on a fiscal year basis.

B. Utilization of Compensatory Time

1. In the event of more requests for compensatory time than may be allowed on any particular day, the first request shall have priority.
2. A scheduled Casual Day shall take precedence over scheduling a compensatory day off.
3. Compensatory days shall be taken in twenty-four (24) hour segments or twelve (12) hour segments only and members desiring the compensatory time off shall make arrangements forty-eight (48) hours before the day is to start. Compensatory time requests for less than twelve (12) hour segments may be granted under certain circumstances and they need chief officer approval.
4. Twenty-four (24) hour compensatory days shall have priority over partial compensatory days.
5. Compensatory days may not be taken unless sufficient manpower in rank is available.
6. Starting July 1, 1987, a fire fighter shall be eligible to have up to twenty-five percent (25%) of his/her compensatory time, accrued in the fiscal year, paid for in cash. Payment shall be made the Friday between the first and second pay periods in September. Compensatory time not paid for in cash shall be banked and accrued toward the four hundred eighty (480) hour maximum. Each following year, compensatory time earned in a fiscal year will be eligible for the twenty-five percent (25%) payment at the end of the fiscal year. In lieu of a cash payout, an employee may elect to have the payout directed into their 457 Deferred compensation Plan. All forms must be completed with Human Resources within the timelines set by the Human Resources Department. This provision is subject to all federal and state laws and limitations.
7. At the time of resignation, termination or retirement, an employee's accrued compensatory time shall be paid out as cash at their current hourly rate. In lieu of a cash payout, an employee may elect to have the payout directed into their 457 Deferred

compensation Plan. All forms must be completed with Human Resources within the timelines set by the Human Resources Department. This provision is subject to all federal and state laws and limitations.

7.08 Overtime List

The Chief shall produce, maintain and post a current list of fire fighters available for overtime so that overtime can be offered on a rotating basis.

ARTICLE VIII - WORKING OUT OF RANK

8.01 Compensation for Working Out of Rank

An employee who is working in a position normally held by a person of a higher rank will be paid at the lowest step of the higher rank currently being paid during the time she/he works in the position, but in no event less than their regular rate of compensation.

8.02 Fire Engineer or Paramedic/EMT

An employee who is working out of his/her rank as a fire engineer or paramedic/EMT shall receive fire engineer or paramedic/EMT pay, during the entire time he/she works in that capacity. A fire fighter working out of rank as a paramedic shall receive the difference between the fire fighter's rate of pay and the first year paramedic rate of pay. An employee who is reassigned to work out of rank, as a paramedic, shall be paid at the paramedic level of pay that the employee was last permanently assigned at as a paramedic.

8.03 Probationary Firefighters

Probationary firefighters performing out of rank duties as a Paramedic are limited to out of rank payments of \$2.50 per hour until they have successfully completed the probationary paramedic process. To complete the process, probationary firefighters must complete no less than 20 shifts to be cleared to practice without direct supervision of the medical office.

ARTICLE IX - TRADING TIME

9.01 Trading Time between Employees

- A. Each employee shall be permitted to secure another employee of equal rank or rate for the purpose of trading work time.
- B. The trading of time shall be conducted so as not to impose any additional cost to the City.

9.02 Governing Rules and Regulations

The Fire Department book of "Rules and Regulations" shall be the governing guide for the trading of time.

9.03 Chief's Approval

Upon receiving the notice of the intention to trade time from the employee, the Fire Chief may deny such trade time by affirmatively notifying the employee that said trade time, as proposed, will not be allowed. Such request for trade time may not be unreasonably denied and the employee may request the Fire Chief or his authorized representative to put in writing the reason for the denial. A denial of trade time with one employee shall not preclude the employee seeking said trade time to send notice of his intention to trade time with another employee for the same time as previously submitted to the Fire Chief or his authorized representative.

9.04 Full Employee Responsibility on Traded Time

Employees accepting the responsibility of working for another employee in a regular work day trade will be responsible for that day, and shall find a replacement if unable to work for any reason.

ARTICLE X - SICK LEAVE

10.01 Current Accumulation

The employee's frozen sick bank, as established on July 1, 1984, will remain available for use by the employee during his/her employment and, for payout, as herein provided. Sick leave earned and retained as outlined below, will be added to the employee's storage bank. There shall be no payout upon termination from the storage bank.

10.02 Sick Leave Credit and Accumulation

From and after July 1, 1996, all employees shall be given credit for one hundred and forty-four (144) unearned, but usable sick leave hours. These hours will be placed in a usable bank to be utilized first by the employee in the case of illness. Employees in their first year of employment shall receive a prorated usable bank equal to the rate of twelve (12) hours per full month remaining in the year for twenty-four (24) hour employees and eight (8) hours for full months remaining in the year for eight (8) and ten (10) hour employees.

Employees shall not be eligible to accrue, utilize or receive credit for any sick leave benefits while on layoff, disability leave outlined in Article 10.04, or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

For those employees who terminate the employment relationship between the employee and the City prior to the end of the year, any unearned, but used sick leave hours shall be reimbursed, by the employee, to the City, through a deduction from the last paycheck or termination payout received by the employee.

10.03 Annual Distribution and Accounting

At the end of each year the amount which an employee has not used of his/her annual, accrued sick leave hours shall be totaled and added to the employee's storage bank. Upon reaching one thousand five hundred (1500) hours for fifty-three (53) hour employees, or one thousand (1000) hours for forty (40) hour employees, of accrued sick time in the employee's storage bank, the employee is entitled to roll, hour for hour, an amount equal to seventy-five percent (75%) of the sick leave earned but not used in the preceding year, into the employee's casual bank, with the remaining twenty-five percent (25%) staying in the employee's sick storage bank, provided that a minimum amount of one thousand five hundred (1500) hours for fifty-three (53) hour employees, or one thousand (1000) hours for forty (40) hour employees, remains in the sick storage bank.

Once unused sick hours are credited to the employee's casual bank each January, the hours may be taken as time off during the calendar year per Article XII – Casual Days. Any hours not used will qualify for payout. In lieu of a cash payout, an employee may elect to have the payout directed into their 457 Deferred compensation Plan. All forms must be completed with Human Resources within the timelines set by the Human Resources Department. This provision is subject to all federal and state laws and limitations.

10.04 Disability

The City shall provide each employee with a two (2) year ninety (90) calendar day deductible long term disability policy, guaranteeing to the employee 70% of his or her gross base hourly wages each pay period

(base hourly rate x 106 hours). Taxes/contributions normally withheld or deducted from an employee's payroll check and/or paid by the City as the Employer's share--i.e. federal and state withholding, pension, etc., shall be calculated at the same rate as designated on the employee's W-4 form and paid by the City and employee to the appropriate governmental organization. In order to satisfy the deductible portion of the policy, the employee would be allowed to utilize their accrued sick leave benefits starting with the fire fighter's usable bank, then the storage bank and then the frozen sick leave bank and, if necessary, other paid leave including vacation, casual days, accrued holidays and compensatory time.

After the 90th continuous day of a non-work related injury or illness, a fire fighter may elect to remain on paid leave, if medically necessary, rather than go on the City's disability plan. The fire fighter shall be allowed to choose the order of paid benefits the fire fighter wishes to exhaust with the stipulation that the fire fighter must remain on the benefit initially chosen until that benefit is exhausted. The fire fighter will then be allowed to go to the next bank of benefits, etc. Paid benefits have been defined as vacation, casual days, compensatory time, holiday hours and the various sick leave banks. If all benefits are exhausted prior to the expiration of the two (2) year period, the fire fighter will be allowed to receive disability payments. However, the combination of paid benefits and disability payments shall not exceed two (2) years starting from the first day of the continuous non duty related illness or injury. Regardless of whether a fire fighter elects to remain on paid leave or to receive disability benefits, the employee shall be allowed to switch his/her decision once during the two (2) year disability period with the disability period starting from the first day of a continuous illness or injury. For example, if a fire fighter elects to receive disability benefits, following the 90th continuous day of a non-work related injury or illness, the fire fighter shall be allowed to make an election one (1) time during the two (2) year period to switch to paid benefits. If the employee makes that election and his/her paid benefit bank becomes exhausted, prior to the expiration of the two (2) years, the fire fighter will be allowed to immediately revert back to disability payments for the remainder of the two (2) year period. A voluntary decision to change from disability payments or vice versa shall be implemented at the beginning of the next full pay period following the fire fighter's decision.

All accrued and accredited benefits with the exception of health insurance and seniority shall be frozen thirty (30) days after the exhaustion of paid leave or, at maximum, on the ninety-first (91st) calendar day following a non-work related injury or illness. The freezing of benefit accrual shall occur regardless of whether a fire fighter is utilizing a paid leave bank or receiving disability payments.

Upon the exhaustion of the disability period at the end of two (2) years, an employee shall then be laid off and placed upon the Recall or Preferred List. All accumulated benefits, except for payout from the frozen sick leave bank, shall be paid to the employee on the date the employee is laid off. An employee shall receive their frozen sick leave payout, if any, on the date they are removed from the Recall or Preferred List, or upon their resignation or termination from City employment.

10.05 Use of Sick Leave Credit

An employee using sick leave shall be compensated for the hours claimed as though he/she had worked those hours, at the regular rate of pay.

10.06 Injury - Defined

Injury shall be defined as any disablement rendering the employee unable to perform his/her usual occupational duties as certified by a physician designated by the City. Such disablement need not require confinement to hospital, bed or home.

10.07 Exclusion of Duty-Connected Injuries

Any absence resulting from a duty-connected injury shall not in any manner be charged to an employee's sick leave accumulation for that year, or to his/her accumulated reserve of sick leave. In such instances, he or she shall be paid his or her regular rate of pay. Pension benefits available and/or paid directly to an employee shall

be utilized to offset or reduce the City's obligation to compensate the employees provided for herein.

10.08 Illness While on Duty

An employee who becomes ill while on duty and is unable to continue his/her tour of duty for the day shall be credited for the number of hours actually worked. In order for an employee to be compensated for any hours not worked, the employee shall be required to utilize his/her accumulated sick leave.

10.09 Extension or Use of Other Available Benefits for Sickness/Injury

During any absence other than duty-connected, an employee may use his/her earned vacation time, after all accumulated sick time is used. After all time is used, the Chief, with the employee's consent, may utilize the employee elsewhere in the Department until the employee is able to return to his/her regular duty.

10.10 Sick Leave Use for Family Illness

In the event of illness or injury of a member of the "immediate family" which shall require emergency care, treatment and/or hospitalization, the employee may take off up to two (2) working days, with pay, per occurrence. These days shall be deducted from the employee's current year's sick pay days. Further, the Chief shall permit additional days to be taken by an employee for such purpose, if, in the Chief's opinion, the additional time off will benefit the employee or a sick or injured member of the employee's immediate family. Any additional time allowed by the Chief shall be deducted from the accumulated and/or banked sick leave days. For purposes of this agreement, members of the immediate family shall mean an employee's spouse, child, or stepchild.

10.11 Verification

In the event the City shall have reason to suspect that an employee is abusing the utilization of sick leave benefits, the City shall, after warning, have the right to demand documentation from an appropriate professional person to substantiate the employee's need for utilization of sick leave benefits. If the abuse continues, the City shall have the right to demand that the employee submit to a physician of the City's choice for an examination and verification of the illness or injury submitted by the employee as the basis for the utilization of sick leave benefits, which examination shall be at the City's expense.

10.12 Penalty For Abuse

Should the City determine that an employee is abusing the sick leave provisions of this Agreement, the City shall have the right to take appropriate disciplinary action.

ARTICLE XI - BEREAVEMENT LEAVE

11.01 Definition of Immediate Family

For purposes of this Agreement, members of the immediate family shall mean an employee's spouse, child, stepchild, father, mother, brother, sister, stepparent, grandparent, grandchild, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, foster parent or foster child. An employee that has a death in their immediate family shall receive pay pursuant to 11.02 or 11.03.

11.02 Time Off For In-State Death and Burial

For death in the employee's immediate family:

A. Twenty-four (24) Hour Employees

Twenty-four (24) hour shift employees shall be granted one (1) twenty-four (24) hour shift off duty with regular pay.

- B. Eight (8) Hour Employees
Eight (8) hour shift employees shall be granted three (3) shifts off duty with regular pay.

11.03 Time Off For Out-of-State Death or Burial

If a member of an employee's immediate family dies or is buried outside of the State of Iowa, the employee shall be granted bereavement time as follows:

- A. Twenty-four (24) Hour Employees
Twenty-four (24) hour shift employees shall be granted two (2) twenty-four (24) hour shifts off duty with regular pay.
- B. Eight (8) Hour Employees
Eight (8) hour shift employees shall be granted six (6) shifts off duty with regular pay.

11.04 Additional Time Subject to Approval

Additional time off for bereavement purposes may be taken with the permission of the Chief. Such additional time may be deducted from the employee's accumulated sick leave time.

11.05 Attendance at Funeral

The employee must attend the funeral/memorial service whether the death or burial is in-state or out-of-state to be eligible for paid leave. The City retains the right to ask for reasonable proof of the funeral/memorial service/celebration of life and the employee's attendance.

ARTICLE XII - CASUAL DAYS

12.01 Employee Eligibility and Number of Casual Days

Employees shall be allowed compensated casual days as follows:

- A. Twenty-four (24) Hour Employee
As a matter of right, all twenty-four (24) hour employees shall be credited one (1) twenty-four (24) hour casual day within each calendar year, with additional days to be credited when requirements are met per Article X – Sick Leave.
- B. Eight (8) Hour Employees
All eight (8) hour employees shall be credited, as a matter of right, three (3) eight (8) hour casual days within each calendar year, with additional days to be credited when requirements are met per Article X– Sick Leave.

12.02 Employee Notice to Department Required

The member desiring the casual day shall make arrangements at least forty-eight (48) hours before the day is to start.

12.03 Departmental Approval of Selected Date

Casual days will be allowed only when there are not more than five(5) employees off on the shift involved. Only one (1) employee will be allowed off at a time unless there are less than five (5) employees off on the shift involved. A casual day, once assigned to a member, will not be revoked. Any exception to the above shall be made by the Chief of the Department.

12.04 Non-Cumulative

Casual days not used at the end of a year shall be compensated at the rate of straight time at the fifty-three (53) hour rate. A fire fighter who is assigned to a forty (40) hour workweek shall be compensated at his or her regular forty (40) hour base rate. An employee who is on an unpaid leave of absence, disability leave or layoff during the contract year shall receive a prorated casual day, based on the number of months actually worked, for use in the same calendar year. Casual Days will normally be paid out in the same pay period as the clothing allowance payout, generally the Friday between the first and second pay periods in March.

12.05 Accrual of Casual Days for New Employees

Casual time for a new fire fighter shall be earned on a prorated basis from the date of hire to the end of the calendar year. Prorated casual time shall be reimbursed either in cash or time off. On January 1 following the date of hire, the new employee shall be eligible for one (1) twenty-four (24) hour day as outlined in 12.01.

ARTICLE XIII - KELLY DAYS

13.01 Kelly Days - Defined and Provided For

In order to reduce the hours worked to meet FLSA Standards, the parties have agreed to the concept of Kelly Days. The parties agree that six (6) Kelly Days will be assigned each year to meet FLSA standards. Once the six (6) Kelly days are selected by the employee, if a Kelly Day is moved from the FLSA period, and the employee is then absent for 28 consecutive days during which the Kelly Day was originally scheduled, a reduction of 12 hours of Kelly and 12 hours of sick shall occur. The assigning of the six (6) Kelly Days will result in a figure of twenty-seven hundred sixty-eight (2768) hours per year with the twelve (12) hour Kelly Day segments being utilized, when necessary, to reduce the work week to the FLSA Standard of two hundred four (204) hours of work within the established twenty-seven (27) day work period. Additionally:

1. Once Kelly days are scheduled if an employee incurs an absence that coincides with the scheduled Kelly day(s), the Kelly Day will not be rescheduled.
2. New employees shall be assigned prorated Kelly days based upon his/her anniversary day.

13.02 Scheduling of Kelly Days

Only when necessary to meet the FLSA Standards of two hundred four (204) hours worked in a twenty-seven (27) day work period, up to six (6) Kelly Days may be scheduled in twelve (12) hour segments. Fire fighters shall be given the choice of having a twelve (12) hour Kelly Day segment scheduled from 0800 to 2000 or from 2000 to 0800. When the FLSA Standard of two hundred four (204) hours in a twenty-seven (27) day work period has been met, a Kelly Day scheduled in that period may be reassigned with the Fire Chief's approval. The Fire Department shall not schedule a mandatory Kelly Day on a day designated as a holiday, until all other means within that period have been exhausted, except to meet the FLSA Standard of two hundred four (204) hours worked in a twenty-seven (27) day work period.

13.03 Work on and Trading Kelly Days

Employees working Kelly Days will be compensated at the overtime rate of pay. The trading of Kelly Days between employees shall be as determined as outlined in Article IX of the Collective Bargaining Agreement.

ARTICLE XIV - HOLIDAYS

14.01 Holidays

The following days shall be considered holidays for this Article.

New Year's Day - January 1
Martin Luther King Jr.'s Birthday - third Monday in January
Memorial Day
Easter Sunday, except for 8-hour employees
Independence Day - July 4
Labor Day - first Monday in September
Veterans' Day - November 11
Thanksgiving - fourth Thursday in November
Friday after Thanksgiving
December 24th
Christmas Day - December 25
Employee's Birthday, 8-hour employees only

An eight (8) hour employee may take his/her birthday no sooner than thirty (30) days prior to the actual birthday.

14.02 Holiday Pay Rate for Working Employees

All employees working on any of the holidays herein defined, excluding the employee's birthday, shall be paid at one and one half ($1\frac{1}{2}$) times the fire fighter's fifty-three (53) hour base rate for the entire twenty-four (24) hour shift worked. A forty (40) hour per week employee who is recalled on a holiday to work in their normal job assignment will be paid at one and one half ($1\frac{1}{2}$) times the employee's forty (40) hour rate of pay. If the forty (40) hour week employee is recalled to work on shift as a regular fire fighter, the employee will be paid at one and one half ($1\frac{1}{2}$) times the fire fighter's fifty-three (53) hour base rate.

14.03 Time Off For Holidays Worked

Holiday, vacations or compensatory time shall be picked according to Fire Department precedent. In addition, any other day that the Mayor designates as a special holiday for City employees shall be considered a holiday for purposes of this Section.

A. Eight (8) Hour Shift Employees

All employees regularly assigned to an eight (8) hour shift shall not work on any of the holidays, including birthdays, as defined in this Article. Should such a holiday, including birthdays, fall on a regularly scheduled non-work day, an employee shall be granted an additional eight (8) hour shift off duty.

B. All Other Employees

Each employee shall receive on each January 1, four (4) twenty-four (24) shifts off duty in exchange for holidays worked during the year. Employees, who begin employment after January 1st, shall receive a prorated amount of shifts off at the rate of eight (8) hours per full month remaining in the calendar year. The part year employee shall be entitled to use all full twenty-four (24) hour days off as time off, and the part days shall be paid out in hourly compensation. The time off shall be compensated at the employee's regular rate of pay. Termination of employment for any reason shall require adjustment on the employee's final paycheck for any unused or overused time off.

ARTICLE XV – VACATION

15.01 Vacation Eligibility and Duration

Only permanent full-time employees of the Fire Department shall be eligible for vacation in accordance with the schedule outlined below. New employees shall accrue vacation on a prorated basis from their employment date to the end of the calendar year for use in the calendar year following the date of hire. Thereafter the employee's anniversary date for vacation purposes shall be the date of hire. The hire date shall be used to determine future vacation entitlement and a January 1 date utilized, upon retirement, for accrued, but unused vacation.

Completed Years of Eligible Service	40 Hour Work Schedule	53 Hour Work Schedule
After One (1) Year	40 Hours	48 Hours/2-24 Hour Shifts
After Two (2) Years	80 Hours	120 hours/5-24 Hour Shifts
After Six (6) Years	120 Hours	168 Hours/7-24 Hour Shifts
After Thirteen (13) Years	160 Hours	216 Hours/9-24 Hour Shifts
After Twenty (20) Years	200 Hours	288 Hours/12-24 Hour Shifts

15.02 Vacation Selection And Utilization

Vacation shall be chosen by seniority in the department. Choice of vacation schedule shall not interfere with the efficient operation of the Department. Where more employees than can be spared request a particular period, preference will be given in order of seniority, providing the remaining employees are qualified to do the work.

A. Requirement for use

All vacations earned must be taken each year by the employee and no employee shall be entitled to vacation pay in lieu of vacation except for an employee who is placed on the City's disability plan. Anyone with twenty (20) hours to twenty-four (24) hours of prorated vacation will get a twenty-four (24) hour day off. Anyone with more than twelve (12) hours and less than twenty (20) hours shall receive pay for those hours over twelve (12) and shall receive twelve (12) hours of vacation time off. Anyone with less than twelve (12) hours shall receive a payout for the entire amount. Each twenty-four (24) period of time shall be treated as a separate situation for purposes of payout or time off. For example, an individual who is to receive an additional forty (40) hours of vacation due to going from one step to another shall receive a twenty-four (24) hour day off, a twelve (12) hour day off and pay for four (4) hours.

All fractions of hours shall be handled as outlined above unless the Fire Chief authorizes an individual to combine uneven vacation hours with other earned hours (compensatory time) to equal either a twelve (12) hour or twenty-four (24) hour day off.

B. Employee's on the Disability Plan

An employee on the disability plan shall have the option of either receiving a payout for accrued and unused vacation or carrying accrued vacation forward into the next calendar year.

15.03 Vacation Benefits on Retirement or Death

In the event of the retirement or death of an employee, the City will pay to the employee, his/her spouse or estate all unused vacation, prorated to the date of retirement or death, in cash. The hourly rate for payout of earned and unused vacation for a fire fighter at the time of retirement or death shall be determined as follows:

A fire fighter's annual salary plus longevity shall be divided by twenty-seven hundred fifty-six (2756) hours and

multiplied times the hours of vacation available for payout.

15.04 Vacation Not Lost Due to Illness or Injury

Vacation hours shall not be lost due to extended illness or injury if the illness or injury precedes the vacation except as outlined below. Such illness or injury must be verified by a statement from the treating physician.

The following absences, during a calendar year, shall not be considered as days worked for purposes of calculating vacation eligibility and accrual:

Layoff, non-work related disability leave outlined in Article 10.04, sick leave of more than ninety (90) days or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

ARTICLE XVI - OTHER LEAVES OF ABSENCE

All absences from employment shall be unexcused unless authorized in this Article, or in some other portion of this Agreement.

16.01 Jury Duty

During the absence for the performance of jury duty, the employee shall be paid at his/her regular rate of pay for time serving as a juror, less all compensation including mileage and parking by him/her for service as a juror. Jury panel members will return to work at the time they are released by the judge. Such time off shall be counted as time on duty for purposes of seniority.

16.02 Religious Leave

Any employee whose religious affiliation requires the observance of holidays, other than those scheduled in this Agreement, shall be excused from his/her employment for the observance of such holiday without pay.

16.03 FMLA Leave

The Family and Medical Leave Act of 1993 (FMLA) provides eligible employees with up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. A request for leave shall be filed with the Fire Chief with 30 days advance notice or as soon as practicable prior to the anticipated absence.

A. Events Which May Entitle an Employee to FMLA Leave.

FMLA leave may be taken for any one, or for a combination of, the following reasons:

- a) The birth of the employee's child or to care for the newborn child;
- b) The placement of a child with the employee for adoption or foster care or to care for the child;
- c) To care for the employee's spouse, child, or parent (but not in-law) with a serious health condition;
- d) The employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

B. Pay during FMLA Leave

Employees using FMLA leave shall be allowed to use his/her accrued time pursuant to Article X -Sick Leave.

16.04 Military Leave

In the case of military leave, regular full-time employees shall be accorded all rights as are prescribed by the Military Code, Code of Iowa. In such event the employee must present a statement to the Employer after termination of the military service, which must contain the following information:

- A. The date it is prepared;
- B. The date of induction;
- C. The date of release from duty;
- D. The employee's name;
- E. The employee's rank; and
- F. The title and address of the commanding officer who prepared and executed the statement or certificate.

Failure to file such a statement and report promptly after completion of military service shall subject the affected employee to loss of benefits which may have accrued to them under this Agreement during their absence, and to a loss of entitlement to pay during the periods of time between his/her termination of service and his/her attempted return to work for the City. Further, the employee, upon prompt filing of the Application for Reinstatement (within thirty (30) days of their discharge from the Armed Forces) shall be entitled to exercise their right of seniority with respect to employment opportunities which may arise within the City's organization.

Any employee ordered to attend weekly or monthly Reserve or National Guard training on a scheduled workday will be required to give prior notification to the Fire Chief and to report to work immediately upon completion of his/her military training.

Employees called to active duty shall be allowed to reserve earned vacation and holiday leave to use upon return from active duty.

16.05 Extended Unpaid Leave of Absence

An extended unpaid leave of absence may be granted by the City to an employee on the following terms and conditions:

- A. **Good Cause**
Unpaid absence by an employee for an extended period of time, beyond those previously provided for in this Article, may be granted by the City in its sole discretion, and for good cause shown.

B. Notice and Time Limitation

In the event an employee desires to secure an extended unpaid leave, he/she shall notify the City of such a request, in writing, which request shall be sufficient if forwarded to the City. The City shall respond to the employee's request, in writing, which response shall contain a time limitation. The time so specified cannot be extended beyond the current contract year unless otherwise agreed by the parties, and shall, in no event, extend beyond a period of one (1) year from the date of the original application for such leave.

An employee may apply, at the end of an approved leave of absence, for additional unpaid leave, the granting of which shall be subject to the consent of the City.

C. Termination

Should an employee fail to so apply, or to return to his/her employment responsibilities at the time specified by the parties, he/she shall be deemed to have terminated his/her employment and shall further forfeit any and all benefits which may have accrued and to which he/she may be entitled under this Agreement.

D. Benefits

No benefits shall continue to accrue or be accumulated by an employee on an extended unpaid leave of absence, except for Civil Service seniority as set forth in Chapter 400, Code of Iowa. Life Insurance shall continue to be provided at the City's expense, and an employee shall have the option to remain on the City's health insurance, drug prescription and dental plan at their own expense by making satisfactory arrangements with the City.

ARTICLE XVII - INSURANCE

17.01 Medical/Dental/Prescription Insurance

The City shall offer, for employees covered by this Agreement, and his/her dependents, as determined by the insurance carriers, basic medical coverage in a comprehensive major medical format. Coverage is to include inpatient hospitalization, inpatient physician services and outpatient, dental and a drug prescription plan. Specific plan provisions are described in a separate agreement incorporated by reference to this Agreement.

17.02 Employee Participation/Contribution

In order to be eligible for health insurance benefits, employees (whether single or family coverage) shall contribute to the total monthly premium in the following percentages, subject to the monthly maximums stated below, and paid by automatic payroll deduction:

July 1, 2023 – June 30, 2025:

Deductibles: \$500 per person or \$1000 per family (in-network)

OPM (Out of Pocket Maximum): \$1000 per person or \$2000 per family (in-network)

Primary Care Physician: \$20 co-pay per visit

Specialist Physician: \$40 co-pay per visit

Generic Rx: \$15

Preferred Brand Name Rx: \$30

Non-Preferred Brand Name Rx: \$50

Monthly Contribution Rate: \$71 for Single policy and \$147 for Family policy.

Employees will be responsible for 20% of the monthly premium increase up to \$25 for single and \$50 for family each year.

17.03 Section 125 Option (Flex Spending)

Pursuant to the terms and conditions of Section 125 of the Internal Revenue Code, as amended, each employee, at their option, may elect to set aside a portion of their wages, pretax, to fund a flexible spending account. Incurred medical and/or child care expenses during the Calendar Year may be turned in for reimbursement from the pre-tax account. Any amounts set aside but not used for these purposes shall be forfeited.

17.04 Life Insurance

The City hereby agrees to furnish and/or provide, at no cost to the employee, life insurance coverage in the amount of twenty thousand dollars (\$20,000.00). In addition, the policy shall allow individual employees the opportunity to purchase, at their own expense, additional term life insurance, upon underwriting approval by the insurance company. The additional insurance may be purchased in increments of one thousand dollars (\$1,000.00) up to a maximum amount of One Hundred Thousand Dollars (\$100,000.00) at the basic premium rate. Such insurance shall be offered in July and December, at which time an employee may make the initial purchase, increase the amount to the levels previously outlined or decrease the amount.

17.05 New Employee Coverage

New employees will be provided coverage on the first day of the month following the 30th day of employment.

ARTICLE XVIII - UNIFORM ALLOWANCE AND CLEANING

18.01 City to Provide Uniform

The City agrees to provide all permanent full-time employees with a complete uniform upon completion of the probationary period. All necessary protective clothing during their employment will be provided by the City. The City of Waterloo will deduct from the last paycheck of a terminating and or retiring fire fighter the cost for any and all issued uniforms, safety equipment and gear noted on the employee approved issue list, that is not turned in at the time of termination and/or retirement.

18.02 Cleaning and Upkeep Allowance

All full time employees, effective July 1, 2003, shall receive a uniform cleaning and upkeep allowance in the sum of Five Hundred Twenty-Five Dollars (\$525.00) per year, which amount shall include shoe replacement allowance. All employees will normally receive one-half or Two Hundred Sixty-Two and 50/100 Dollars (\$262.50) of the clothing allowance on the Friday between the first and second pay periods in September, and will normally receive the remaining one-half or Two Hundred Sixty-Two and 50/100 Dollars (\$262.50) on the Friday between the first and second pay periods in March.

An employee who is discharged, quits or retires from employment shall pay back the unused clothing allowance received.

18.03 Responsibility for Uniform

All employees are responsible for the cleaning of their uniform and clothing. Any clothing damaged or destroyed in the line of duty will be replaced by the City at the City's cost, and shall not be considered part of the employee's clothing allowance.

ARTICLE XIX - GRIEVANCE PROCEDURE

The following shall govern and control the rights of the parties and the members of the Association with respect to the processing and disposition of grievances.

19.01 Purpose

It is hereby acknowledged by both parties that the purpose of the Grievance Procedure is to attempt to secure, at the lowest possible level, without unnecessary interference or interruption of the work activities of the parties, or the employees, equitable solutions to the problems affecting the parties or the members of the Association which may, from time to time, arise under this Agreement. Both parties hereby agree these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. An employee who is suspended, demoted or discharged shall have the right to appeal such action either under the Grievance Procedure as outlined in this Section or to the Civil Service Commission.

19.02 Definitions

For the purposes of this Agreement, and this Article particularly, the following definitions shall apply:

A. "Grievance"

A grievance is a claim presented by an employee(s), or the Association, alleging there has been a violation, misinterpretation or misapplication of a specific provision(s) of this Collective Bargaining Agreement, or an unreasonable, arbitrary and/or capricious application or enforcement of a departmental rule or regulation.

B. "Grievant"

An aggrieved person shall be an employee, or the Association, who allegedly possesses a grievance and timely presents it in accord with the procedures hereinafter set forth. Failure to timely present or pursue a grievance at any level within the time limits prescribed in this Article, will constitute a complete bar from further prosecution of the grievance.

19.03 Reporting Disciplinary Action

Any and all disciplinary action affecting any employee(s) covered by this Collective Bargaining Agreement, shall be reported, immediately, to the President of the Union, or his/her designee, and the Human Resources Director, in writing, by the Fire Chief.

19.04 Level One

Within seven (7) calendar days of the occurrence, or the employee's discovery of the occurrence, which gives rise to the grievance, exclusive of Saturdays, Sundays and holidays, an employee may initiate a grievance by submitting it in written form to the Fire Chief. The written grievance shall include a brief factual description of the violation and a reference to the provision of the Agreement, departmental rule or regulation violated. The forms for this purpose shall be provided, but failure to use the provided form shall not invalidate the grievance if it is timely filed, in writing, containing the information required above. If no hearing before the Chief is requested, the Chief, or his/her designee, shall issue a written decision on the grievance within seven (7) calendar days after the receipt of the written grievance from the grievant. If a hearing before the Chief is requested at the time the

grievance is presented in writing, the hearing shall be conducted before the Fire Chief, or his/her designee, within seven (7) calendar days following receipt of the written request. The Fire Chief, or his/her designee shall issue a written decision as a result of the hearing, within seven (7) calendar days after the hearing has been conducted. A failure of the Chief, or his/her designee, to respond in writing, as above provided, shall render the grievance eligible for consideration at the next Level.

19.05 Level Two

In the event that the grievant wishes to pursue the grievance further, after completion of Level One, the grievant may file an appeal of the decision of the Fire Chief by presenting a written appeal thereof to the Human Resources Director within seven (7) days of the date on which the Fire Chief's decision was rendered, or should have been rendered, exclusive of Saturdays, Sundays and holidays. The Human Resources Director shall be given seven (7) days, exclusive of Saturdays, Sundays and holidays, to resolve the grievance through an informal investigation and to render a written decision. A failure of the Human Resources Director, or his/her designee, to respond, in writing, shall render the grievance eligible for consideration at the next level.

19.06 Level Three

Should the grievant wish to pursue the grievance further after completion of Level Two, the employee and/or a representative of the Union shall, within seven (7) days following the date upon which the decision of the Human Resources Director was rendered, or should have been rendered, exclusive of Saturdays, Sundays and holidays, deliver to the Mayor, written notice of appeal which shall be sufficient if in writing and containing a brief factual description of the alleged violation, and a reference to the provision of the Agreement, departmental rule or regulation violated. The Mayor shall have a period of seven (7) days from receipt of the written appeal by the grievant in which to render a decision, exclusive of Saturdays, Sundays and holidays. A failure of the Mayor to respond as provided herein shall render the grievance eligible for advancement to the next Level.

19.07 Level Four

In the event that the grievance remains unresolved after completion of Level Three, the employee and the Union shall forward to the Human Resources Director written notice of their intention to proceed to arbitration. Such notice shall be forwarded to the Mayor within ten (10) days, exclusive of Saturdays, Sundays and holidays, after the date of Mayor's decision or his/her failure to timely respond with respect to the grievance.

19.08 Selection of Arbitrator

The arbitrator who shall serve as the impartial determinate of the dispute shall be selected in the following manner:

- A. The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.
- B. In the event the parties are unable to agree, or the person agreed upon is not available, the parties shall jointly request the Public Employment Relations Board to nominate a panel of five (5) arbitrators. Within five (5) calendar days after the receipt of the names of such panel, representatives of the parties shall meet and each party shall alternately strike a name from the list of nominees until one remains. The arbitrator so selected shall be informed of his or her selection by the parties.

19.09 Costs

The fees and expenses of the arbitrator so selected shall be borne jointly by the City and the Union. The arbitrator's decision shall be submitted before payment by either party is permitted.

19.10 Procedures

The procedure to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator. The arbitrator shall submit his or her decision in written form to both parties within thirty (30) calendar days following the conclusion of the hearing(s), as the case may be.

19.11 Arbitrator's Jurisdiction

The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. Further, the foregoing provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to any matter that the laws of the State of Iowa require to be resolved through the Civil Service Procedures as established by the laws of the State of Iowa.

19.12 Appeals

Any dispute between the parties as to the interpretation or construction to be placed upon the award made as hereinafter and above provided for, shall be submitted to the impartial arbitrator who made this award who may thereupon construe and interpret the award as far as may be necessary to clarify the same, but without changing the substance thereof and such interpretation and construction thereof shall be binding upon both parties.

19.13 Exclusive Remedy

From and after the time an employee submits a grievance in written form (Level One), the presentation by an aggrieved person of the issues involved in the grievance to a forum other than designated in this Article shall relieve the City of any and all further obligation to process a grievance through the procedures set forth herein. Further, it is understood and agreed that for those matters which fall within the definition of this Article, the procedure set forth herein shall constitute the sole and exclusive remedy of the parties hereto, and the employees included herein.

ARTICLE XX - SENIORITY

20.01 Seniority Calculation

Seniority shall be determined by the employee's length of service as an employee in the Fire Department and as outlined in Chapter 400, Code of Iowa, as amended. Time spent in the Armed Forces on authorized military leaves of absence and time lost because of duty related disability shall be included as time served in the Fire Department for purposes of seniority calculation.

20.02 Forfeiture

An employee shall forfeit his/her seniority rights only for the following reasons:

- A. Resignation
The employee resigns or terminates his/her service prior to his/her retirement;
- B. Dismissal
The employee is dismissed and is not reinstated;
- C. Retirement
The employee retires on regular service retirement.

20.03 Use in Layoff and Recall

In the event that it becomes necessary to have a reduction in personnel in the Fire Department, departmental seniority shall govern layoffs and recalls. The employee lowest on the seniority list shall be the first laid off and the last to be recalled.

20.04 Compliance with ADA

Both parties understand and agree that reasonable accommodations may be required for disabled employees in order to comply with Americans with Disabilities Act.

ARTICLE XXI - TRANSFERS

21.01 Job Openings

It is understood and agreed it is the prerogative of the City to determine the existence of a job opening; however, once a job opening(s)/vacancy(s) has been determined, the following procedure shall govern and control the rights of the parties with respect to transfers within the Bargaining Unit to fill the job opening(s)/vacancy(s).

21.02 Posting

All Fire Captain, Fire Lieutenant, Fire Engineer, and Fire Paramedic job openings shall be posted for a period of ten (10) days. During this period, employees may submit bids to the Fire Chief to transfer into the opening.

21.03 Selection Standard

Consistent with the needs of the Department, as determined by the Fire Chief, selection of the eligible transferee shall be made by the Fire Chief based upon the principle that seniority shall be a major factor in filling job opening(s)/vacancy(s), provided the employee(s) is/are otherwise fully and equally qualified.

- A. After completion of five (5) years as an active Paramedic, unassigned Paramedics are granted in-rank seniority for the purpose of bidding on eligible assignments.
- B. Fire Engineer seniority begins at the date of promotion, establishing in-rank seniority for the purpose of bidding on eligible assignments.

21.04 Appointment

The appointed transferee shall be selected within ten (10) days after the expiration of the ten (10) day posting period.

ARTICLE XXII - PROMOTIONAL EXAMINATIONS

It is understood and agreed by the parties hereto that promotion of employees is beyond the scope of this Agreement, and exclusively within the jurisdiction of the Civil Service Commission pursuant to Chapter 400, Code of Iowa, as amended. Within a reasonable period of time, the City shall post notice to the employees of the intention of the Civil Service Commission to hold written and oral examinations, in order that the employees will have the maximum opportunity to prepare for such written and oral promotional examinations.

ARTICLE XXIII - HEALTH AND SAFETY

23.01 Reasonable Safety Standards

It is the desire of both the City and the Union to maintain reasonable standards of safety within the Fire Department in order to eliminate, as much as reasonably possible, accidents, deaths, injuries, and illnesses within the fire service. To that end, the City shall not require less than two (2) employees to enter a hazardous environment and then, only, when there exists additional employees to provide support from the outside. The employees engaged in fighting a general alarm fire shall be required to exercise their best judgment for their own safety, consistent with their training and experience, in battling the fire.

23.02 Bi-Annual Cardio/Pulmonary Examination

Because of the repeated exposure of fire fighters to heat, smoke and toxic fumes, the City agrees to provide, at its expense, a cardiac/respiratory medical examination at least once every two (2) years. For fire fighters over age fifty (50), the city agrees to provide, at its expense, a cardiac/respiratory medical examination once each year, and a stress test, if determined to be medically necessary. The examination shall be arranged by the City at the medical office or hospital selected by the City and scheduled according to seniority during off duty hours. A copy of the written report of the examination will be placed on file with the employee's medical file. The department's Labor/Management Committee shall review the Bi-Annual Cardio/Pulmonary examination and a new schedule may be established as mutually agreed.

23.03 Annual Physical Standards

The Association and the City agree to develop and establish annual physical standards and the mechanism for testing the ability for employees to meet these standards, the methods to require compliance with these standards, and any disciplinary procedure for failure to comply, through the Labor Management Committee Meetings. Once established, they shall become a part of this contractual agreement. The Annual Physical Standards agreed to by the City and Union are attached and incorporated into this contract, Appendix A.

23.04 Flu Shots

The City agrees to reimburse fire fighters for the cost of a flu shot up to Ten Dollars (\$10) per year per employee, provided that the employee submits a receipt from a medical provider that the employee has received a flu shot by January 1st of the following year.

ARTICLE XXIV - DISCRIMINATION

The City and the Union hereby agree that neither party to this Agreement, its officers, agents, representatives, members or employees, shall discriminate against any employee because of race, color, creed, sex or national origin.

ARTICLE XXV - FIRE DEPARTMENT RULES AND REGULATIONS

25.01 Revision or Addition to the Department Rules and Regulations

Any revision or addition to the department rules and regulations shall be reviewed with the Association President, and then posted for a period of not less than fourteen (14) calendar days department wide prior to implementation. The date and time of the meeting between the Chief and Union President shall be included on the posting of the departmental rule and/or regulation.

ARTICLE XXVI - LABOR-MANAGEMENT COMMITTEE

26.01 Purpose and Meetings of Committee

The parties hereby agree to form a Labor-Management Committee to discuss the concerns of either party. The Committee shall meet as needed, or at more frequent intervals at the request of either party. All meetings of the Committee shall be confidential.

26.02 Membership of Committee

The Committee shall be composed of the following:

A. For Management

1. Mayor (Co-Chairman of Committee);
2. Fire Chief, or designee;
3. Two (2) members of the Public Safety Committee;
4. Human Resources Director, or designee.

B. For Association

1. President (Co-Chairman of Committee);
2. Two (2) persons designated by the Association.

Either party may exclude one (1) or more of its representatives or both parties may invite additional persons to attend if relevant to the topic under discussion. Further, either party may, after discussion of any issue at a Labor-Management Committee meeting, place that subject on the agenda of the City Council.

26.03 Insurance Advisory Committee

The City of Waterloo agrees to create an Employee Insurance Advisory Committee prior to January 1, 2013, consisting of at least one City of Waterloo employee from the International Association of Fire Fighters and representatives from the City Administration for the purpose of meeting on at least a quarterly basis to review and advise on the City health care plan. The City further agrees to make available pertinent information as it applies to the cost and funding of the Health Insurance plan to assist the Committee in making recommendations on funding, health care benefits and coverage.

ARTICLE XXVII - INDEMNITY

27.01 Liability Insurance

The City shall maintain, at its expense, full and adequate liability insurance coverage for all fire fighters for all acts and omissions in the performance of their duties as fire fighters in the City. Such coverage shall also insure fire fighters against claims for punitive or exemplary damages arising out of such acts. The limits of liability for coverage of punitive or exemplary damage shall not be less than one million dollars (\$1,000,000) per person and one million dollars (\$1,000,000) per occurrence.

27.02 Legal Representation in Event of Conflict of Interest

In the event of a Civil Suit arising from the performance of a fire fighter acting within the scope of his/her duties while in the employ of the City and the fire fighter is named as a defendant in the suit, the City shall provide an attorney with the cost to be borne by the City.

ARTICLE XXVIII - OUTSIDE EMPLOYMENT

28.01 Outside Employment

Employees shall be entitled to engage in outside employment provided the duties of the outside employment do not constitute a conflict of interest or conflict with the employee's performance of duties with the City of Waterloo. Duties with the City shall take priority over outside employment. The Fire Chief shall issue a departmental policy outlining specific rules concerning outside employment.

ARTICLE XXIX - MANAGEMENT RIGHTS

29.01 Management Rights

The City shall have, in addition to all powers, duties and rights established by Constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and right to:

- A. Direct the work of its public employees;
- B. Hire, promote, transfer, assign and retain public employees in positions within the City, subject to the provisions of Chapter 400 of the Code of Iowa and the duly adopted Civil Service Rules and Regulations of the City where applicable;
- 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 Employer's operations are to be conducted;
- G. Take such actions as may be necessary to carry out the mission of the City;
- H. Initiate, prepare, certify and administer its budget;
- I. Exercise all powers and duties granted to the City by law.

ARTICLE XXX - AUTHORIZED DISCIPLINARY ACTION

30.01 Disciplinary Policy

A progressive disciplinary policy, including the concept of just cause, shall be adopted by the City which policy and any amendments thereto shall be delivered to the Union and posted on the bulletin boards in each department where employees work for thirty (30) days before the policy is put into effect. Each employee shall be provided with a copy of the disciplinary policy.

30.02 Pre-Termination Hearing

As required by law, each employee who has completed his or her probationary period is entitled to a pre-termination hearing as provided in the disciplinary policy of the City. An employee may, however, refuse to participate or waive their right to a pre-termination hearing, which refusal or waiver must be reduced to written form.

30.03 Presence of Representative

The City agrees an employee, including a probationary employee, may be represented during any conference in which disciplinary action is contemplated by the representative of the employee's choice. In addition, the Union may be represented at such conference, as well, in the event that the employee shall so request, and in advance of the conference, shall be allowed to confer with the employee. The scheduled conference shall not be delayed, unreasonably, by virtue of the employee's request for a representative's presence.

30.04 Appeal

Any employee who has completed their probationary period and feels that they have been unjustly discharged or disciplined shall have the right to pursue an appeal thereof as provided for in Article XIX Grievance Procedure, of the Agreement.

ARTICLE XXXI - ASSIGNMENT OF A FIRE FIGHTER AS A CANINE HANDLER

31.01 Initial and Continued Assignment

The initial and continued assignment of a fire fighter as a canine handler, including the length of assignment and whether such a position exists, shall be at the discretion of the Fire Chief or his designee. The position of canine handler is not considered a separate job classification, but rather a job assignment. A fire fighter assigned as a canine handler may be subject to recall or temporary reassignment to duties other than that of canine handler.

31.02 Related Expenses

Waterloo Fire Rescue shall be responsible for all incidental expenses connected to the canine handler assignment such as dog food, bowls, leashes, harnesses, etc. In addition, Waterloo Fire Rescue shall be responsible for all veterinarian bills. Veterinarian visits, except for emergencies, shall be by a veterinarian approved by the Department. A canine handler who anticipates being out of the City and separated from his dog must notify Waterloo Fire Rescue so that the Department can make appropriate kennel arrangements at a kennel approved by the Department.

31.03 Recall, Training and Overtime Compensation

In the event a dog team is needed and is not on duty, the handler shall be recalled in accordance with Article VII (7.01) of the collective bargaining agreement at one and one half times (1½) the employee's applicable hourly rate. The Department shall schedule all training for the canine handler. Training shall be done on a daily basis in addition to the regularly scheduled Department training. A canine training day shall consist of a minimum of thirty (30) minutes training per day. The total compensation for canine handlers for off-duty training, care, feeding, veterinarian visits, etc., shall be four (4) hours per week of straight time, compensatory time.

31.04 Work Related Injuries

The Department shall compensate canine handlers for medical costs and lost time for off-duty related injuries if the following conditions are met:

- A. The canine handler shall have a verified written record of the training and circumstances surrounding the incident, including statements from any witnesses, if possible, and the time, place and manner of the injury.
- B. The canine handler must follow the City's procedure for work related injuries as outlined by the Personnel Department.
- C. If there is a disagreement as to whether an injury was a duty related or non-duty related injury, the canine handler shall have the right to grieve the dispute through the grievance procedure outlined in the Collective Bargaining Agreement.

ARTICLE XXXII – PARAMEDIC TRAINING AND TESTING/ FEMA TRAINING

32.01 Paramedic Training

A sixty (60) day prior notification will normally be given to those fire fighters who need to attend paramedic school. Those fire fighters designated as alternates for paramedic school will normally be given the same sixty (60) day notice.

32.02 Paramedic Testing

The City of Waterloo will pay the costs for up to three (3) paramedic tests per employee. The costs for additional tests will be borne solely by the fire fighter.

32.03 FEMA Training

In order to have better trained, more knowledgeable employees, the City shall provide paid days off when attending FEMA training centers. FEMA training will be limited to no more than four (4) employees per contract year with the understanding that all requests for FEMA training must be submitted to the Fire Chief for his/her approval.

ARTICLE XXXIII - MAINTENANCE OF STANDARDS

Except to the extent expressly modified or governed by the terms of this Agreement, level of benefits in the following areas in effect at the execution of this Agreement shall be maintained at their present level during the term of this Agreement:

- A. Wages
- B. Hours

- C. Vacations
- D. Insurance
- E. Holidays
- F. Leaves of absence
- G. Shift differentials
- H. Overtime compensation
- I. Supplemental pay
- J. Seniority
- K. Transfer procedures
- L. Job classifications
- M. Health and safety matters
- N. Evaluation procedures
- O. Procedures for staff reduction; and
- P. In-service training.

Any alteration by the City during the term of this Agreement of any of the above-enumerated benefits, not provided for in this Agreement, shall be subject to the consent of the Union and/or affected employee, which consent shall not be unreasonably withheld. The City shall give written notice of any proposed change to the Union and any affected employee. Thereafter, the terms and provisions of Article XVIII - Grievance Procedure shall control.

ARTICLE XXXIV - SAVINGS CLAUSE

If any Article or Section of this Agreement, or any Addendum thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such a tribunal, the remainder of this Agreement and Addendum shall not be affected thereby, and this Agreement and Addendum shall remain in full force and effect.

ARTICLE XXXV - TERM

35.01 Duration

This Agreement shall be in full force and effect from and after July 1, 2023, to and including June 30, 2028, and shall continue in full force and effect from year to year thereafter, unless either party shall give written notice to the other of their intention and desire to change and/or modify, amend or terminate the same no later than the 1st day of October preceding the expiration date of this Agreement, or any annual renewal period thereof.

35.02 Agreement Reopener

It is understood and agreed by and between the parties hereto that this Agreement shall reopen for purposes of further negotiation and agreement on the below-listed subjects, if the reopening is desired by either party, and written notice by the party desiring to reopen is given to the other of their intention and desire to reopen the contract on the following subjects:

For Contract Years Beginning on July 1, 2026 and July 1, 2027, this Contractual Agreement shall open for negotiation of wages and insurance in accordance with the notice provisions contained in Article 35.01.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 1st day
of July, 2023.

THE CITY OF WATERLOO, IOWA


MAYOR

HUMAN RESOURCES DIRECTOR

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL NO. 66


President, Fire Fighters Local #66

Member, Negotiation Committee

Member, Negotiation Committee

Member, Negotiation Committee

Member, Negotiation Committee

Member, Negotiation Committee

APPENDIX A

MEMORANDUM OF UNDERSTANDING

Between
CITY OF WATERLOO, IOWA
And
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, IAFF Local No. 66

PHYSICAL STANDARDS

The City of Waterloo, Iowa (hereinafter the "City") and International Association of Fire Fighters, IAFF Local No. 66 (hereinafter the "Union"), enter into this Memorandum of Understanding (hereinafter the "Agreement"). The City and Union agree to modify the parties' collective bargaining agreement regarding the annual physical standards for bargaining unit members.

Pursuant to section 24.03 of the parties' collective bargaining agreement, the City and the Union are to develop the annual physical standards and the mechanism for testing employees through the Labor Management Committee. The City and Union have agreed to the physical standards and testing procedures. The parties agree to follow the testing procedures and annual physical standards in this agreement and further agree to incorporate these testing procedures and physical standards in the next collective bargaining agreement.

Beginning in the Spring of 2019, the following testing procedures will be applied to Waterloo Fire Rescue personnel:

1. Annual physical standards and testing will be conducted each spring beginning in the spring of 2019. Dates for the testing will be listed in the training schedule. Dates will be set at least 3 months before the testing is to be completed. Testing is to be completed on duty.
2. All sworn personnel shall participate in this yearly testing.
3. The test will consist of the five (5) current stations that are used for WFR's entrance physical entrance exam. WFR personnel must complete the stations in less than 10 minutes. Personnel may stop or take breaks during the exam as long as they satisfactorily complete the five stations in less than 10 minutes.
4. Personnel need to keep moving after they have finished the 5 stations. This can simply be walking a course that will be set up. Personnel will need to walk for at least five minutes after completing the stations.
5. In house 12-lead exams will be offered to personnel a week before the testing. If any abnormalities are noted in the 12-lead, personnel will need to see their physician.
6. A WFR ambulance will be on scene dedicated to the testing site.
7. Personnel shall wear full bunker gear including helmet and SCBA tank with harness during physical testing. Personnel may use their own footwear and gloves.
8. Personnel who fail to complete annual physical testing will need to retest. Retesting will take place 4 weeks from original test date.
9. Personnel who fail the annual physical testing on their second attempt will be required to take the test a third time. The retest will take place 4 weeks from their second attempt.
10. Personnel who fail the annual physical testing on their third attempt will be required to report to occupational health for a fit for duty physical exam.

Beginning in the Spring of 2019, the following physical testing standards shall be applied to all WFR personnel. WFR personnel must complete the five stations test in less than 10 minutes within the parameters described above in the testing procedures and the employee's performance must meet the physical standards described below:

Physical Ability Test

Event 1-High Rise Pack Carry

The test starts at the base of the tower. The hose pack cannot be touched before the start. The hose load and cover (approx. 42-lb.) may be carried in any manner and must be deposited on the top floor in the designated area on the deck. The handrails may be used in climbing the tower. Steps may be taken in multiples on the way up. But, every step must be used on the way down. At no time during the course is running allowed.

Event 2- Hose Hoist

An approx. 42-lb. donut roll of hose and rope are used for this event. The candidate is not allowed to stand on anything other than the top platform while hoisting. The rope and the candidate may touch the rail, but they must safely stay within the outlined box on the floor and keep the hose roll ascending without rest. A dropped hose roll does not constitute a failure, but the candidate must continue to work at retrieving it. The evolution is complete when the roll clears the railing at the top of the tower and is placed on the floor.

Event 3- Forcible Entry

The forcible entry evolution utilizes the Keiser Force Machine. Using the 9-lb. shot mallet provided, the candidate must drive the sled; a 160-lb. steel beam a horizontal distance of 5-ft. Pushing, raking or hooking the beam is not allowed; only the head of the mallet is allowed to strike the beam.

Event 4-Hose Advance

The candidate must negotiate the 140' slalom course and then pick up the nozzle of the charged 1-3/4" hose line, dragging it distance of 75-ft. Once the nozzle crosses the line at 75-ft, the candidate opens the nozzle at the target with the water stream, shuts down the nozzle and places the nozzle on the pavement.

Event 5- Victim Rescue

A 165-170 lb. mannequin must be dragged backwards a distance of 100-ft. The mannequin can be picked up under the shoulders or may be dragged using the DRD strap, but must not be grasped by its clothing or appendages. The event is complete when the candidate and victim completely cross the 100-ft. line. The Proctor, at his sole discretion, may stop any competitor who in the official's opinion creates or is in a dangerous, unsafe or stressful condition.

The parties agree that these standards will be applied uniformly across all WFR personnel and are essential duties of the position. These testing procedures will be applied beginning in the Spring of 2019 and incorporated into the collective bargaining agreement starting July 1, 2019. These procedures and standards may only be amended by mutual agreement of the parties or as required by law.

MEMORANDUM OF UNDERSTANDING

Between
CITY OF WATERLOO, IOWA
And
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, IAFF Local No. 66

JUNETEENTH

WHEREAS, the City of Waterloo, Iowa (hereinafter the "City") and the International Association of Fire Fighters, IAFF Local No. 66 (hereinafter the "Union"), are parties to a current collective bargaining agreement that expires June 30, 2023 and have entered into a subsequent agreement to take effect July 1, 2023; AND

WHEREAS the bargaining unit is currently certified as:

INCLUDED: Uniformed Fire Fighters, Paramedics, Fire Engineers, Lieutenants, Medical Officers, Captains, Medical Supervisor and Fire Marshal.

EXCLUDED: Director of Safety Services, Chief of Fire Service, Battalion Chiefs, RTC Coordinator, Fire Mechanic, Clerk I, Administrative Secretary;

AND

WHEREAS the parties have agreed to add Juneteenth to 14.01 Holidays to the collective bargaining agreement.

The parties therefore agree to enter into this Memorandum of Understanding.

It is agreed to by both parties that as of July 1, 2023, **Juneteenth** will be added to the list of days that shall be considered holidays. For this purpose, *14.02 Holiday Pay Rate for Working Employees and 14.03 Time Off For Holidays Worked* shall be followed.

This agreement shall take effect July 1, 2023.


For the Union

7/17/23
Date


For the City

7/17/23
Date

MEMORANDUM OF UNDERSTANDING

Between
CITY OF WATERLOO, IOWA
And
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, IAFF Local No. 66

PARAMEDIC SENIORITY

The City of Waterloo, Iowa (hereinafter the "City") and International Association of Fire Fighters, IAFF Local No. 66 (hereinafter the "Union"), enter into this Memorandum of Understanding (hereinafter the "Agreement"). The City and Union agree to modify the parties' collective bargaining agreement regarding Article 21.03 (A) "Selection Standard".

It is agreed to by both parties that the current 21.03 (A): "After completion of five (5) years as an active Paramedic, unassigned Paramedics are granted in-rank seniority for the purpose of bidding on eligible assignments. "be stricken from the contract and be replaced with a new 21.03 (A) as follows:

After completion of four (4) years as an active Paramedic, unassigned Paramedics who have not held a previous assignment shall start accruing in-rank seniority for the purpose of bidding on eligible assignments. The four year time period shall start upon completion of the individual's probationary period. For this purpose, "Active Paramedic" is defined as anyone who carries a State of Iowa Paramedic license.

This agreement shall take effect July 18, 2023

For the City:

For the Union:



William D. Beck
Fire Chief



Michael Spence
President IAFF Local 66

MEMORANDUM OF UNDERSTANDING

Between
CITY OF WATERLOO, IOWA
And
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, IAFF Local No. 66

FIRE MARSHALL

WHEREAS, the City of Waterloo, Iowa (hereinafter the "City") and the International Association of Fire Fighters, IAFF Local No. 66 (hereinafter the "Union"), are parties to a current collective bargaining agreement that expires June 30, 2023 and have entered into a subsequent agreement to take effect July 1, 2023; AND

WHEREAS the bargaining unit is currently certified as:

INCLUDED: Uniformed Fire Fighters, Paramedics, Fire Engineers, Lieutenants, Medical Supervisor, Medical Officers, Captains, and Fire Marshall,

EXCLUDED: Director of Safety Services, Chief of Fire Service, Battalion Chiefs, RTC Coordinator, Fire Mechanic, Clerk I, Administrative Secretary;

AND

WHEREAS the parties have agreed to clarify their understanding of when the Fire Marshall position is included or excluded from the bargaining unit when the person holding that position is also a Battalion Chief.

The parties therefore agree to enter into this Memorandum of Understanding.


It is agreed to by both parties that the position of Fire Marshal will be included or excluded from the bargaining unit depending on whether the person holding the position is also a Battalion Chief.

It is agreed that the Fire Chief has the authority to appoint the Fire Marshall and Battalion Chiefs.


The parties agree that if the Chief appoints an individual to the position of Fire Marshall who holds the rank of Firefighter, Fire Engineer, Lieutenant or Captain, the individual holding the position shall be included in the Bargaining Unit.

The parties agree that if the Chief appoints an individual to the position of Fire Marshall who holds the rank of Battalion Chief or promotes a Fire Marshall to the rank of Battalion Chief, then the individual holding the position shall be excluded from the Bargaining Unit.

This agreement shall take effect July 1, 2023.


For the Union

5/5/2023
Date


For the City

5/5/2023
Date