

AGREEMENT

BETWEEN THE

CITY OF CLIVE, IOWA

AND THE

CLIVE PROFESSIONAL FIRE FIGHTERS

LOCAL UNION 5055

July 1, 2017

through

June 30, 2022

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## **AGREEMENT**

This Agreement entered into by the City of Clive, Iowa, hereinafter referred to as the “Employer or City” and Clive Professional Fire Fighters, Local Union 5055, hereinafter referred to as the “Organization”.

### **ARTICLE 1**

#### **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of the “Public Employment Relations Act” of the State of Iowa, hereinafter referred to as the “Act” and in recognition of the Public Employment Relations Board’s certification of Case No. 100764 of said “Clive Prof. FF Local 5055”, the employer does hereby recognize the Organization during the term of this agreement for all employees of the City included in the “Fire Bargaining Unit” consisting of the following classifications: “All fulltime Firefighters/Paramedics of the Clive Fire Department, excluding the Fire Chief, Assistant Chiefs, Lieutenants, Administrative Assistant, part-time/paid-on-call employees, and all other employees excluded by Iowa Code section 20.4”

### **ARTICLE 2**

#### **MANAGEMENT RIGHTS**

Except as specifically modified and limited by this Agreement, the employer shall retain whatever rights, powers and authority necessary for it to operate and direct the affairs of the City and the fire department in all of its various aspects, including, but not limited to, the right to direct the work force; to plan, direct and control all the operations and services of the department; to determine the methods, means, organization and numbers of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods and/or services should be purchased; to hire, promote, demote, transfer, discipline or discharge, to establish and enforce reasonable work rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine what work or services shall be contracted out or performed by the unit employees; and to initiate, prepare, certify and administer its budget.

### **ARTICLE 3**

#### **UNION REPRESENTATION**

The parties acknowledge and agree their relationship shall be guided by Iowa Code Chapter 80F.1, the Peace Officer, Public Safety, and Emergency Personnel Bill of Rights. To the extent there is any

discrepancy between what is stated in this Agreement and statutory or administrative Iowa law, Iowa law shall govern.

The Organization may appoint a bargaining committee to represent the bargaining unit in all negotiations and/or discussions with appropriate employer representatives. The Committee shall not exceed three (3) in number. The names of such committee members shall be transmitted in writing to the Fire Chief. Committee members may not act in that capacity until this notification has been completed. Accordingly, all changes in designated representatives must be reported promptly.

Stewards may receive, investigate and process complaints or grievances of employees. Normally, Organization business will not be conducted on City time, however, when the nature of the grievance requires immediate action, i.e., irreparable harm to an employee, a committee person may be permitted to leave the regular work area upon request to his/her supervisor and with the approval of the supervisor.

Employees shall be notified of the nature of any complaints filed against them prior to submitting to any investigative interview. Employees shall be entitled to Union representation during any investigation, debriefing or interview resulting from a formal complaint which would likely result in any type of formal or informal disciplinary action. The City shall notify the employee(s) of the results of the complaint or investigation.

The City will provide reasonable space, for official union business, on a bulletin board in the Fire Station.

Use of the board shall be limited to five (5) general types of notices: 1. Listing of Union Officials and Officers; 2. Union meetings; 3. Union elections; 4. Union recreational and social events; and 5. Union educational notices and such other notices mutually agreed upon.

## **ARTICLE 4**

### **HOURS OF WORK AND OVERTIME**

#### **HOURS**

Employees, regardless of division, will be scheduled to work 2,920 hours per year. The Fire Chief may schedule work hours and days off in a manner that best meets the needs of the department. The Chief agrees to discuss changes to the current schedule with the union or its stewards, but the authority to implement a certain schedule shall at all times remain with the Chief.

The Fire Chief has the authority to adjust the schedule of hours for any employee, so long as the annual hours scheduled do not exceed ten hours in either direction (up or down from 2,920), unless mutual agreement has been reached by the parties or in the case of an emergency or natural disaster.

Nothing herein shall be construed as a guarantee of the number of hours of work per day or week, or the number of days per week.

A normal shift for an employee shall consist of twenty-four (24) hours paid time starting at times established by the Fire Chief. The normal schedule of work will be: twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. Full-time personnel will be assigned to one of three rotating 24 hour shifts (A, B or C). The start of all shifts will be determined by the Fire Chief and all full-time employees are expected to be clocked in and in uniform prior to that time. Full-time personnel are strongly encouraged to arrive early for their scheduled shift to ensure a proper transition between the two shifts. Assuming proper coverage, off-going personnel will be relieved at shift change unless they are held over from an ongoing emergency call for service, completion of an incident report or returning equipment and supplies back to a ready state. Off-going personnel may not leave the fire station until properly relieved by personnel (either full-time or part-time) that maintains the minimum staffing level as determined by the Fire Chief and/or with the approval of the off-going shift officer in charge.

Hours Worked Annually: Number of hours worked per year = 365 days / 3 shift groups = 121.666 shifts scheduled per employee X 24 hours per shift = 2,920 hours. In accordance with Section 7(k) of the Fair Labor Standards Act, the work period for Twenty-Four (24) Hour Fire Personnel shall consist of twenty-eight (28) days. For payroll purposes, the work period begins on a Sunday and ends on a Saturday.

Employees shall not be relieved during their break period/s from their responsibility to handle fire or other emergency calls.

## **TIME TRADES**

"Time Trades" are an agreement between two employees working hours for each other. Full-time shift personnel may trade shifts or hours with other full-time shift personnel, provided:

- Trades must be approved by supervisory staff a minimum of 24-hours in advance.
- Trades do not impose an additional cost to the City.
- Trades do not result in an employee working more than 48 contiguous hours.
- The City is not responsible for enforcing any agreements between employees.
- Time cards will reflect time worked or taken off according to the person requesting the trade.
- Any unexcused absence is the responsibility of the approved person accepting the time trade.
- Time trades are regarded as a privilege among members and can be rescinded if abused or misused.

Reference - Fair Labor Standards Act ("FLSA") 29 CFR 553.31 - Substitution - Section 7(p)(3)

## **OVERTIME**

Overtime is all time ordered and worked in excess of the regularly scheduled daily hours of work for an employee. Employees shall be compensated either by compensatory time at time and one-half (1½) or by cash payment at the rate of time and one-half (1½) for work performed outside of their regular work schedule. Employees shall be allowed to request compensatory time off or cash payment for overtime on their time cards.

Overtime is paid at 1.5 times the regular hourly rate for all hours in excess of 2,756 hours annually, or 212 hours within the 28-day work period. All paid leave shall count as time worked for purposes of

computing overtime. Overtime is paid in quarter (1/4) hour increments. The overtime rate is the regular rate plus one-half the regular rate.

Whenever possible, work assignments should be made in such a way as to avoid accumulation of overtime.

Nothing herein shall be construed as a limitation on the Employer's right to require overtime work as conditions require. During unscheduled hours, employees may respond to any request for extra emergency assistance. Response for extra emergency assistance is reimbursed at a minimum of two hours of work. Extra emergency assistance calls will be considered one event if within two hours of each other.

Overtime will not be used as a disciplinary tool, either to punish or reward employees.

An unscheduled absence is an absence created after the schedule has been posted. When filling an unscheduled absence on a shift the Employer agrees to use a holdover and call in method to fill the absence. This will be done by first asking for volunteers by seniority. If no employee volunteers, Employer will make an involuntary assignment to an employee on a rotating basis starting with the least senior employee and if they are able to make contact with employees on the shifts immediately preceding and following the shift experiencing the unscheduled absence. If making an involuntary assignment would cause a hardship to that employee, Employer may also seek volunteers who are on their day off, or offer the assignment to a Lieutenant after the other options above have been exhausted.

### **COMPENSATORY TIME**

Employees may accumulate and use compensatory time. The maximum compensatory hours to be saved at any time will be 120 hours (80 hours worked). Employees may accumulate hours, use hours as time off, and accumulate more compensatory time, as long as the balance of hours accumulated remains at or below 120 hours. Employees are allowed to roll the hours from one fiscal year to the next, but never exceed 120 hours saved at one time. Any overtime hours will be paid as time and one-half if 120 hours are already saved. Any compensatory hours rolled over to the following fiscal year must be used as time off, unless the employee is terminated, retires, or quits.

In that case, the hours of compensatory time will be paid at the current rate of pay. No more than 120 hours of compensatory time and holiday time off combined may be rolled over into the following fiscal year.

### **ATTENDANCE AT MEETINGS**

Any employee whose presence is required at a meeting of the City Council or any board, commission, or committee of the city which occurs outside of regular working hours, shall be reimbursed a minimum of two hours of work, for time spent at such meetings at a rate equal to one and one-half of their regular hourly rate.

## **ARTICLE 5**

### **SETTLEMENT OF DISPUTES**

A “grievance” is defined as a dispute as to the application or interpretation of any part or clause of this Agreement filed and signed by the employee(s) involved or the Union. For the purposes of this Article, the word(s) Employee(s)/grievant(s) shall also mean and include the Union/Employee Organization. The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances must be presented by an employee. Grievances must be presented at the first step of the procedure within seven (7) calendar days of the incident giving rise to the complaint.

#### **STEP 1**

The employee having a specific grievance shall take it first to his/her immediate supervisor who shall respond within seven (7) calendar days.

#### **STEP 2**

If the matter has not been resolved to the employee’s satisfaction, the employee may then, within seven (7) calendar days of receipt of the Step 1 answer, present the written grievance to his/her operations commander who shall respond within seven (7) calendar days.

#### **STEP 3**

If the matter has not been resolved to the employee’s satisfaction, the employee may then, within seven (7) calendar days of receipt of the Step 2 answer, present the written grievance to the Fire Chief, who shall respond within seven (7) calendar days.

#### **STEP 4**

If the matter has not been resolved to the employee’s satisfaction, the employee may then, within seven (7) calendar days of receipt of the Step 3 answer, present the written grievance to the City Manager, who will respond within fourteen (14) calendar days. With respect to employee disciplinary action of a written reprimand or lower, the City Manager’s decision shall be final and binding.

#### **STEP 5 FOR CONTRACT INTERPRETATION**

If not resolved to the employee’s or union’s satisfaction, a grievance dealing with an issue of contractual interpretation that may affect more than an individual employee, may be submitted to arbitration, within seven (7) calendar days after the decision in Step 4, or if no decision has been timely made by the City Manager, said grievance may with the approval of the employee organization be submitted to arbitration by submitting written notice to the City Manager.

#### **STEP 5 FOR HIGHER LEVEL DISCIPLINARY ACTIONS OR TERMINATIONS**

If not resolved to the employee’s satisfaction, a grievance dealing with disciplinary action more serious than a written reprimand, such as a loss of pay for a disciplinary demotion or suspension, or for a

termination, may, at the employee's irrevocable election, be submitted to an arbitrator obtained through the Iowa Public Employment Relations Board, or the Clive City Council, within seven (7) calendar days after the decision in Step 4. If no decision has been timely made by the City Manager, said grievance may, with the approval of the employee organization, be submitted to arbitration by submitting written notice to the City Manager.

When an arbitrator is to be utilized pursuant to this Article, the parties will obtain a list of five (5) arbitrators from the Public Employment Relations Board. Both the City and the Organization shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name, the process will be repeated and the remaining person shall be the arbitrator. At the arbitration hearing or in the subsequent award, the arbitrator must determine whether the City or the Organization is the prevailing party on the majority of issues before the arbitrator. The costs and fees of the arbitrator shall be borne equally by each party. However, each party shall be responsible for compensating their own representative and witnesses as well as paying for necessary transcripts of the proceedings if desired.

Not later than sixty (60) calendar days following the date on which the request for arbitration was submitted to the City Manager, the parties shall establish a date for the arbitration hearing.

The arbitrator shall be without power to add to, subtract from or modify the terms of this Agreement, nor to make any decision in conflict with the laws of the State of Iowa, or the ordinances of the City of Clive, Iowa.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeals. Failure of the City representative to respond within the specified time limits shall render the matter subject to immediate appeal to the next step in the procedure.

All time limits contained in this article may be extended by mutual agreement.

**ARTICLE 6**

**ANNUAL LEAVE/VACATION**

Annual leave/vacation is a means whereby an employee may accumulate leave time on an earned, yearly basis. All regular full-time employees will receive vacation time as follows:

- At one year of consecutive employment – 120 hours off.
- At five years of consecutive employment – 168 hours off.
- At ten years of consecutive employment – 192 hours off.
- At twelve years of consecutive employment – 216 hours off



- At thirteen years of consecutive employment – 240 hours off
- At nineteen years of consecutive employment – 264 hours off.
- At twenty years of consecutive employment – 288 hours off.

The following policies and procedures pertain to vacation benefits:

- A. Vacation leave will be scheduled with regard to the department operating requirements and responsibilities, and insofar as possible, with the request of the employees. Vacation should be requested as early as possible prior to the time vacation is desired. In the event a municipal holiday occurs during an employee's scheduled vacation, such holiday shall not be charged as vacation leave.
- B. After completion of the six month probation period, each new hire will receive 48 hours of vacation leave. If an employee quits or is terminated for any reason before the employee's one year anniversary there is no payout of unused vacation.
- C. Time lost due to occupational accident or disease will be considered as time worked for vacation accrual purposes.
- D. Vacation money may not be paid to employees who work in-lieu-of their vacation unless recommended by the Fire Chief or City Manager and approved by the City Council.
- E. If an employee becomes ill while on vacation, the employee may, upon advising and receiving permission from his/her supervisor, change the time ill to sick leave instead of vacation.
- F. Any full-time employee resigning or terminating employment with the city shall be compensated for vacation leave earned and unused to the date of his/her termination.
- G. Employees may be allowed to carry-over a maximum of 48 hours of vacation for a maximum of sixty days beyond their anniversary date, with the approval of the Fire Chief and City Manager.

## **ARTICLE 7**

### **LEAVES OF ABSENCE**

#### **SICK LEAVE**

1. Employees shall earn sick leave at the rate of 12 hours per month (or 6 days per year) for a total of 144 hours per year. Upon hiring, employees shall receive 72 hours of sick leave automatically.
2. No payment of accrued and unused sick leave shall be made upon separation from city employment, except in the case of retirement of a regular, full-time employee. In such cases,

payback of 50% of such accrued sick leave, not exceeding 360 hours of payback, shall be made to the retiring full-time employee.

3. For absences of three or more consecutive days, a doctor's signature may be required before the employee may resume work. Additionally, the employee's supervisor must inform the Human Resources Manager when an employee is out on sick leave for two or more consecutive shifts in order to be in compliance with the Family and Medical Leave of Absence section of the Clive Personnel Policy Manual.
4. Sick leave shall not be used as vacation.
5. At the discretion of the Fire Chief and based upon a reasonable belief of abuse, any employee absent from work because of a claimed illness or injury on a scheduled work day may be required to supply a doctor's certification of illness or injury for the absent work day/s and must return to work as soon as possible even if it is to perform light duty if available, and within the health care provider's restrictions.
6. Disabilities caused or contributed to by pregnancy and recovery therefrom may be covered by accumulated sick leave.
7. In case of absence due to illness or emergency, the Fire Chief should be notified as soon as possible.
8. In the event that an employee's sickness or disability extends beyond the employee's accrued sick, vacation leave, and accrued compensatory time, the Fire Chief may grant an unpaid leave of absence. Such leave must conform to the unpaid leave policy.
9. No employee shall be entitled to sick leave while absent from duty due to the following causes.
  - a. Sickness or disability sustained while on a leave of absence without pay, unless it can be shown that the condition existed prior to the leave of absence.
  - b. Inability to properly perform required duties because of intemperance, intoxication, or unlawful use of drugs, except for city approved formal treatment thereof.
10. Employees wishing to receive leave from other employees need to submit a request to receive transferred leave to the Fire Chief. The request is recommended for approval or denial by the Fire Chief and the City Manager. All personal time, including vacation, comp time, and holidays must be exhausted prior to requesting donated leave. Donated sick leave can only be used for personal illness and not family illness; and can be donated and received by any City employee. Employees who wish to voluntarily donate leave may do so in four-hour increments. Any individual employee may transfer up to a maximum of 24-hours of sick leave in a calendar year. At the end of the absence, any remaining transferred leave will be transferred back to the employees who donated it on a prorated basis, rounding to the nearest ½ hour. Maximum amount of transferred leave cannot exceed the number of days until the employee is eligible for long term disability benefits.

11. After an employee has accumulated more than 1,680 hours of sick leave, the employee is allowed the option of trading the excess hours over 1,680 for time off at the rate of four hours sick leave for one hour of time off.

Sick leave pay shall not be considered a right that an employee shall use at his/her discretion, but shall be allowed as a privilege in such cases where the employee is sick or disabled or a member of the employee's immediate family is sick or disabled. The number of days of sick leave allowed for family sickness will be limited to one shift per episode. In the event of a dire emergency, the number of sick days used for family illness may be increased with the permission of the City Manager. Any employee who is proven to have fraudulently used their sick leave compensation from the city will be subject to disciplinary action up to and including dismissal.

As a mutual protection for the employee and the city, the City Manager may require an employee to submit to a physical examination by a designated medical professional when, in the Manager's opinion, the performance of the employee may have become limited or weakened by virtue of impaired health. This physical examination shall be at the expense of the city.

Other uses of sick leave may include any form of preventative medicine or treatment that requires the employee to take time off during normal working hours to see a doctor, for medical tests, dental, chiropractic, or any other similar professional medical attention. Such usage must be approved by the employee's supervisor prior to leaving the workstation.

#### **FUNERAL LEAVE**

In case of death in the immediate family, employees may be granted a leave of absence with pay up to one shift day. Dependent upon the functions required of an employee regarding the death of an immediate family member, the Fire Chief may allow up to one additional leave shift if he/she is convinced of its need. "Immediate family" shall include husband, wife, children, adopted children, stepchildren, brother, sister, half-brother, half-sister, stepbrother, stepsister, father, mother, father/mother-in-law, son/daughter-in-law, brother/sister-in-law, stepfather, stepmother, grandparents, grandchildren, and guardians.

Employees may be granted a leave of absence with pay of 8 hours in case of the death of aunts, uncles, nieces, or nephews. At the supervisor's sole discretion, an employee is not required to use the time off allowed under this section on consecutive days.

Four-hours off with pay, at the Fire Chief's discretion, will be allowed to employees who attend the funeral of a fellow city employee or former city employee.

#### **JURY DUTY LEAVE**

Any regular, full-time employee, who is selected for jury duty, shall receive a paid leave of absence for the active time spent on such duty.

City employees required to appear in court on behalf of the city during regularly scheduled work hours, shall receive their normal earnings and expenses from the city. Any compensation paid to an employee by the courts shall be turned over to the city, with the exception of meal and mileage.

## **UNPAID LEAVE OF ABSENCE:**

The Fire Chief may grant an unpaid leave of absence for a period of up to ten consecutive calendar days per year for any employee who needs time off for personal reasons. Sick leave or vacation benefits do not accrue during an unpaid leave exceeding five consecutive days. A regular full-time employee may, upon written request to the Chief and subsequent approval of the City Manager, be granted a leave of absence not to exceed ninety consecutive calendar days in duration without pay or the accrual of any benefits for one of the following reasons:

- A. To enable the employee to engage in a course of study that enhances his/her usefulness to the city service;
- B. To enable an employee to take another position within the city service on a temporary basis;
- C. Other equally good reasons considered valid by the Fire Chief with concurrence by the City Manager;
- D. In cases of extended sick leave, when the employee's sick leave, compensatory, and vacation time has been used up.

Any request for extension of leave shall be subject to all requirements of the original request.

The requesting employee shall state the reasons why, in his/her opinion, the request should be granted, the date when he/she desires the leave to begin, and the probable date of return. Additionally, the employee needs to state the benefit to the city in granting such a leave.

The City Manager, upon the recommendation of the Fire Chief, may approve or reject such request on the basis of the operating requirements of the department, availability of temporary substitute employees, the performance and attendance record of the individual, and the reason for the request.

Employees wishing to take such leaves of absence must realize that all positions in the city are subject to elimination. Thus, absolute assurance of reinstatement cannot be given. However, if the position is still in existence and is vacant at the conclusion of the period, the employee may resume his/her same status therein. If the position no longer exists or is filled, an attempt will be made to place the employee in a comparable position as soon as possible.

During an unpaid leave exceeding five consecutive days, an employee:

- A. Does not earn vacation or sick leave;
- B. Does not collect sick leave benefits in the event they become ill;
- C. Does not contribute to retirement programs;

- D. Must reimburse the city for all group hospital and medical insurance premiums paid while on leave (with the exception of FMLA granted leave), if coverage is desired to be continuous; and
- E. Must reimburse the city for all coverage under dental and vision insurance and group life and disability insurance, if coverage is desired to be continuous.

## **ARTICLE 8**

### **PHYSICAL FITNESS**

Between April 1 and May 15 of each year starting in 2017, employees covered by this agreement will be subject to mandatory testing on their physical fitness. The tests will be administered by the Fire Chief or his/her designee. Performance will be scored using meets or exceeds standards rating with a testing process and criteria outlined in Appendix B.

Employees who fail to meet standards are not eligible for any health insurance premium discount. Employees who meet standards (Level 1) will be eligible to receive a discount of his/her health insurance premium copayment contributions of 1% on all health insurance plans for the next fiscal year. Employees who exceed standards (Level 2) will be eligible to receive a discount of his/her health insurance premium contributions of 2% on the single health insurance plan and 3% on all family health insurance plans for the next fiscal year.

Newly hired employees are limited to the meet standards (Level 1) discount, until the next testing cycle, then the newly hired employee is eligible for the exceeds standards (Level 2) discount.

Employees who are medically restricted from participating in the testing process during the time period noted above shall complete the testing within 30 days of being medically released for full duty. Employees unable to test because of a medical restriction will continue to receive the same credit for the previous year's test performance, until the Employee is able to retest.

Employees are eligible for the annual flu shots, which are available to all City employees. Employees covered by this agreement shall be ineligible to receive compensation from other wellness plans offered by the City.

## **ARTICLE 9**

### **SENIORITY**

#### **Section 10.01 Seniority Defined**

Seniority is defined as an employee's length of continuous service with the Employer since their last fulltime date of hire. For those with the same date of hire, the employee's last name will determine seniority with last names starting with A having more seniority than last names starting with Z. Seniority shall be administered on a bargaining unit basis. The Union shall be furnished a list of the employees' seniority dates and job classifications within a reasonable time upon request. All original appointments shall be subject to a probationary period. For new hires, the probationary period shall be for a period of six (6) months and shall commence with the date of initial start date as a full-time firefighter/paramedic. The probationary period shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his/her position. Employees whose performance during this period indicated an inability to meet the job description standards will be terminated. At least two (2) weeks prior to the expiration of the probationary period, the Fire Chief shall make a determination, confirmed by the City Manager, and shall give written notice of rejection of permanent employment to the probationer. A probationary employee may be terminated at any time for any reason without the right of appeal.

#### **Section 10.02 Reduction in Force**

If and when it becomes necessary for employees to be laid off because of lack of work, lack of funds, or reorganization, the employees shall be laid off with due consideration to status, length of service, performance evaluations and seniority. Any reduction in the number of employees within any given classification shall be by those with the least seniority within that classification.

All employees laid off in accordance with the provisions of this Article as per authority of the City shall be given written notice by the City Manager or designee of such layoff at least ten (10) days prior to the effective date.

#### **Section 10.03 Re-Call**

##### **Section 10.03(1) Re-Call List**

The names of employees laid off shall be placed on a re-call list. It shall be the responsibility of the laid off employee to maintain a current address with the employer.

##### **Section 10.03(2) Eligibility**

Such persons shall be eligible and notified for re-call in reverse order of layoff for a period of three (3) years, provided that they are still qualified and able to perform the job. Notification will be made to only the current address maintained by the employee with the City. Such notification shall be done by certified mail and the employee must make contact with the employer within seven (7) calendar days of notification.

**Section 10.03(3) Removal**

If an employee fails to make contact with the employer within seven (7) calendar days of notification, he/she will be automatically dropped from the re- call list.

**ARTICLE 10**

**HOLIDAYS**

All regular full-time employees shall be entitled to the following holidays with pay:

New Year's Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Two Floating Holidays *

\*Two floating holidays, 48-hours of floating holiday time, will be applied to employees accrued time on July 1 of each year. New hires will receive 4 hours of floating holiday time for each month worked during the fiscal year. This time will be calculated and banked from the date of hire. Floating holidays may be taken at a mutually agreed upon time with sufficient notice to the Fire Chief. Floating holidays must be used by June 30 of each year.

The actual day the holiday falls shall be observed as the holiday. (As an example, the New Year's Day holiday will be the 24-hour shift starting at shift change on January 1.) Employees will be expected to work all recognized holidays that fall upon their regular shift day unless authorized in advance to use other paid leave time on that day. If Twenty-Four (24) Hour Fire Personnel work on any of the recognized holidays listed above, he/she shall be paid double-time for each hour worked. If an employee does not work on any of the recognized holidays listed above, he/she shall be paid twelve (12) hours of regular time.

If an employee works unscheduled overtime on a recognized holiday, the employee will receive triple-time pay for time worked. The employee will receive their normal overtime rate for scheduled overtime on a holiday.

Any employee shall forfeit the right to payment for any holiday if they have an unexcused absence on the working day immediately preceding or following such holiday.

**ARTICLE 11**

**INSURANCE**

**MEDICAL**

For each employee, the city agrees to provide the option of participating in a medical insurance policy. Family coverage under this plan shall be available to the employee's spouse and/or dependent children at their cost, based on the following. The city offers two health insurance options for employees. Option 1 is a moderate deductible and moderate premium plan and Option 2 is a combination high deductible plan with a Health Savings Account. During annual enrollment, employees have the option of selecting which plan works best for them and their families. The employee's choice will determine the amount of premium co-payment to be deducted from their pay monthly. Eligibility is effective the first day of the month following the month of hire. Employees will be responsible for a portion of the total single health insurance premium and a portion of the total family health insurance premium based on the below schedule. Discounts off the below employee health insurance premium contributions are available as defined in Article 8 of this agreement.

Employee Copayment Contribution	Single Plan	All Family Plans	Employee Copayment Amount Not to Exceed
Starting July 1, 2017	7%	11%	\$170/month
Starting July 1, 2018	8%	14%	\$230/month
Starting July 1, 2019	9%	17%	\$310/month
Starting July 1, 2020	10%	20%	\$400/month
Starting July 1, 2021	10%	20%	\$440/month

Upon termination, the employee's insurance coverage extends to the last day of the last month in which they were employed. Former employees may be eligible for additional insurance coverage pursuant to Federal COBRA requirements. In accordance with Iowa Code any employee who retires before age 65 may continue to participate in the City's group plan, at the retired employee's expense, until attaining 65 years of age.

If an employee experiences a change in status (either dependents or spousal – additions or deletions), the employee is required to inform the City within 30 days of the occurrence. If the City is not timely notified of the occurrence, the employee will be held liable for any additional cost for health insurance the City incurred due to the employee's negligence.

The employer reserves the right to notify the union that contract negotiations are necessary regarding health insurance plan design only (not premium contributions or wages) for years 4 and 5 of the agreement with notification occurring not later than December 31, 2019 or December 31, 2020. The union agrees it will negotiate with the City in good faith over such terms.

The parties agree that federal or state laws regarding health care insurance coverage that may change during the life of this contract will supersede this contract as to only contradictory parts.



## **LIFE**

The City will provide regular term life insurance coverage for the employee in the face amount equal to one times the employee's salary plus \$10,000.

## **DENTAL & VISION**

The City will provide dental insurance and vision coverage for each employee. In addition, the City will make payroll deduction available for employees who wish to pay the additional premium(s) for family coverage (with orthodontia) for either or both dental insurance and vision coverage. Eligibility is effective the first day of the month following the month of hire.

## **ARTICLE 12**

### **WORK RULES**

The Employer may from time to time adopt new, and/or publish changes in existing, department work rules and regulations. All employees shall comply with all such work rules and regulations. The Organization will be provided a complete and current copy of all written rules affecting employees covered by this Agreement. Except in emergency situations, as may be determined by the Fire Chief or his/her designee, such new rules will be published and posted at least seven (7) calendar days prior to becoming effective. Any unresolved complaint as to the reasonableness of new work rules shall be resolved through the grievance procedure.

## **ARTICLE 13**

### **TRAINING**

The Employer shall make available to employees appropriate training opportunities on an annual basis which shall satisfy the minimum training requirements set forth by the State of Iowa. Such training will be conducted at the Employer's expense and during hours which employees are appropriately compensated for. The City will attempt to coordinate a training program meeting national certification standards, at no additional cost to the City.

Upon approval of the Fire Chief, employees may elect to attend Clive Fire Department-sponsored special training opportunities (STO). STO's are compensated at the employee's regular hourly rate, or overtime rate, if applicable.

## **ARTICLE 14**

### **HEALTH AND SAFETY MATTERS**

Employees shall observe and follow all regulations established by the Employer for the protection of life, health and for the protection of City property. Employees shall follow established procedures for reporting occupational injuries and/or illness. Failure of the employee to comply with those provisions will result in nonpayment of related medical services by the Employer.

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

For medical testing required by the City for employment as a firefighter/paramedic, if the employee is required to schedule follow up testing with their personal physician or medical specialist prior to being cleared to work, the City will reimburse the employee for out-of-pocket medical costs associated with the 1<sup>st</sup> follow up doctor's visit.

## **ARTICLE 15**

### **NO STRIKE – NO LOCKOUT**

Neither the Organization, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow down, mass resignation, mass absenteeism or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. Any employee who violates any provision(s) of this article may be immediately discharged or otherwise disciplined.

The Employer will not engage in any "lock-out" activity of the employees in this unit.

## **ARTICLE 16**

### **WAGES**

#### **WAGES**

Each employee shall be compensated in accordance with the wage schedule as set forth in Appendix "A".

## **STARTING SALARY**

The City may, in its discretion, give new hires credit for comparable Fire and/or Emergency Medical experience. The City will notify the Union when such credit is given. The City will not give credit beyond Step 3 of the wage scale.

## **LONGEVITY**

Employees will be given one-time awards of \$250 after 5 years; \$500 after 10 years; \$750 after 15 years; \$1,000 after 20 years; \$1,500 after 25 years; \$2,000 after 30 years; and \$2,500 after 35 years. Longevity pay shall be paid in a lump sum on the payroll following the employee's anniversary. Per the Internal Revenue Service, the employee receiving this benefit will be taxed on the dollar value of the incentive on the December payroll in the calendar year the benefit is received. Longevity pay shall be included for purposes of computing the over-time pay rate.

## **FLEXIBLE SPENDING PROGRAM**

Employees may elect to participate in the city's flexible spending (flex) program. Contributions are deducted from the employees' gross income before FICA, federal, and state taxes are deducted, resulting in money saved because the employee is taxed at a reduced income level. Employees may designate up to the federally allowed maximums for medical care reimbursement and dependent care reimbursement per fiscal year to be deducted pre-tax from their pay for these expenses. Should the employee not spend the amount deducted, the employee will forfeit the money remaining at the end of the fiscal year, with the exception of carry-over amounts allowed by Federal law.

## **TRANSITIONAL DUTY**

### Work-related injury or illness:

If an employee injury is determined to be work related, benefits/wages will be paid in accordance with the state workers' compensation statute, with regard for the "waiting period," and city policies. If an employee on modified duty is unable to report to work, the employee may then be charged for up to twelve (12) hours of sick leave per shift. Employees performing modified duty on a restricted work week (during the first 90 days of a worker's compensation leave) will receive payment for hours worked from the city and the hours not worked will be reimbursed according to state Worker's Compensation guidelines.

Employees working transitional duty assignments as the result of an accidental on the job injury or illness will be scheduled on a forty (48) hour work week, with preference of hours scheduled with their regular shift and the additional work hours scheduled with approval of the Fire Chief. Their pay will be according to their normally scheduled 2,920 annual hours (including normally scheduled overtime).

Non-work-related injury or illness or Conditions Related to Pregnancy:

Employees working transitional duty assignments as the result of an off the job injury or illness will be scheduled on a forty (48) hour work week. Their pay will be hourly, up to a maximum of forty (48) hours according to their regular hourly rate (not including normally scheduled overtime).

**ARTICLE 17**

**SUPPLEMENTAL PAY**

**UNIFORM CREDIT**

Employees will be provided a uniform credit of \$255 per fiscal year. Regular uniform items are required to be purchased from an approved on-line vendor system. Up to \$100 of unused funds may be carried over into the next fiscal year.

**ACTING OFFICER PAY**

Employees designated as Officer in Charge (“OIC”) shall receive an additional \$1.00 per hour for each hour over his/her usual pay rate while serving in that capacity.

This supplemental pay differential shall be in addition to any employee’s regular hourly rate of pay, and shall be included in the regular hourly rate for purposes of computing overtime pay, or any fringe benefits.

**EDUCATIONAL INCENTIVE PAY**

Each full-time employee (upon completing their probationary period), exclusive of management personnel or personnel in positions requiring an Associate of Arts or Bachelor’s Degree as an entry-level-qualification, are eligible to receive educational incentive pay in recognition of their enhanced value to the city. If an employee chooses to receive educational incentive pay under this Section, the employee is not eligible for financial assistance for academic training as outlined in the City of Clive Personnel Policy Manual.

Such pay shall be conditioned upon the following:

- A. The degree relates directly to the employee's current job duties or to a job within the city to which the employee could reasonably be promoted. An employee planning to obtain a degree they consider eligible under this program should obtain prior confirmation from the Fire Chief.
- B. The degree obtained is either an associate degree or bachelor’s degree from an accredited four-year or two-year college.
- C. The course work was completed on the employee’s own time unless otherwise approved.

- D. The employee obtained at least a 2.0 final grade point average on a 4.0 scale for the degree. Proof of completion of the degree shall be in the form of a certified transcript from the college attended.
- E. The Fire Chief and the City Manager shall determine eligibility under this incentive pay program and make recommendations concerning awards to the City Council which shall take final action on said recommendation.

Educational incentive pay, which shall be effective upon approval by the City Manager, shall be in addition to base pay received by the employee, and shall be included for purposes of computing the over-time pay rate. Educational incentive pay shall be paid out the first payroll of December of each year as a lump sum. Per the Internal Revenue Service, the employee receiving this benefit may be taxed on the dollar value of the incentive received.

The award of educational incentive pay shall be as follows:

<b>COLLEGE</b>	<b>SEMESTER HOURS</b>	<b>QUARTER HOURS</b>	<b>ANNUAL</b>
<b><u>DEGREE</u></b>	<b><u>COMPLETED</u></b>	<b><u>COMPLETED</u></b>	<b><u>PAY</u></b>
Associate of Arts or Science (AA/AS)	64	96	\$ 550
Bachelor of Arts or Science (BA/BS)	124	186	\$ 900

For example, if an employee is receiving the associate degree incentive benefit level and decides to obtain a bachelor's degree instead, the employee must choose between either receiving credit hour assistance or the bachelor's degree incentive pay. For example, if the employee elects to receive credit hour assistance, the employee will be frozen at the associates' degree incentive pay level. If, on the other hand, the employee chooses not to receive credit hour assistance, the employee is eligible for the bachelor's degree incentive pay upon earning the degree, as outlined in the City of Clive Personnel Policy Manual.

**FOREIGN & SIGN LANGUAGE CASH INCENTIVE**

Employees meeting the basic standards for fluency in languages other than English and sign language, who have been approved by the Fire Chief and/or City Manager by November 1 of each year, and who are willing to use the ability to interpret on as-needed basis at their customary hourly rate, will receive an annual \$250 cash incentive. Such pay, shall be included for purposes of computing the over-time pay rate.

## **ARTICLE 18**

### **SHIFT AND UNIT TRANSFER PROCEDURES**

Requests for shift transfer must be in writing, signed by the employee, specifying the desired shift and must be filed with the Fire Chief, or designee. In the event of an opening, or a regular shift change, the Chief will review requests giving consideration to: 1) ability to perform as determined by the Chief, 2) seniority; and 3) the needs of the Department. Shift transfer requests will be given fair and equal consideration by the Chief and will not be unreasonably denied, however, that decision shall be final.

## **ARTICLE 19**

### **DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from July 1, 2017 through June 30, 2022, with the exception of a potential contract opener to review health insurance plan designs only (not employee contribution rates) under Article 12: Insurance after July 1, 2020.

**ARTICLE 20**

**SAVINGS**

If any provision of this Agreement is determined by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with then applicable law, such determination shall not affect the validity of this agreement as a whole, or any section, provision or part thereof, **unless** such section, provision or part is in and of itself deemed unlawful or unenforceable, in which case, the law shall supersede the contradictory contractual provision only.

City of Clive, Iowa

Clive Local 5055

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Mayor - Scott Cirksena

President – Joel Otte

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\_\_\_\_\_

City Manager – Dennis Henderson

Bargaining Committee – Dustyn Dickhaut

\_\_\_\_\_

\_\_\_\_\_

Attorney for the City – Mary Funk

Bargaining Committee – James Gathercole

**APPENDIX A**

**WAGES**

<b>Step</b>	<b>7/1/17 - 6/30/18</b>	<b>7/1/18 - 6/30/19</b>	<b>7/1/19-6/30/20</b>	<b>7/1/20-6/30/21</b>	<b>7/1/21-6/30/22</b>
<b>Start - 1</b>	\$ 19.31	\$ 19.50	\$ 19.75	\$ 19.99	\$ 20.29
2	\$ 19.79	\$ 19.99	\$ 20.24	\$ 20.49	\$ 20.80
3	\$ 20.29	\$ 20.49	\$ 20.75	\$ 21.01	\$ 21.32
4	\$ 20.79	\$ 21.00	\$ 21.27	\$ 21.53	\$ 21.85
5	\$ 21.31	\$ 21.53	\$ 21.80	\$ 22.07	\$ 22.40
6	\$ 21.85	\$ 22.07	\$ 22.34	\$ 22.62	\$ 22.96
7	\$ 22.39	\$ 22.62	\$ 22.90	\$ 23.19	\$ 23.53
8	\$ 22.95	\$ 23.18	\$ 23.47	\$ 23.77	\$ 24.12
9	\$ 23.53	\$ 23.76	\$ 24.06	\$ 24.36	\$ 24.73
10	\$ 24.12	\$ 24.36	\$ 24.66	\$ 24.97	\$ 25.34

- Special Provision for Year 1 of contract (7/1/17-6/30/18)
  - FF/Paramedic Adams starts at Step 8 on the above wage scale
  - FF/Paramedic Dickhaut starts at Step 6 on the above wage scale
  - FF/Paramedic Gathercole and Otte start at Step 4 on the above wage scale
  - Each of above named members will progress one step per year from their initial step listed until they reach the top step (Step 10) for their duration of employment as a FF/Paramedic with the City of Clive.



## **APPENDIX B**

### **PHYSICAL FITNESS – Level 1**

#### **PURPOSE:**

The purpose is to evaluate the physical abilities of new candidates and existing personnel. It is an assessment of important physical abilities necessary to complete tasks effectively and safely in the job performance as a firefighter. It will help keep uniformed personnel capable of safely performing fire operations tasks during their entire career. These tasks were developed to mirror real situations that firefighters encounter on the job. These tasks represent basic skills that do not require training or previous experience as a firefighter to successfully complete.

#### **POLICY:**

Employees are initially required to pass this assessment prior to hire.

Employees are subsequently required to complete this assessment annually between April 1 and May 15. Failure to pass the test will reflect negatively on performance evaluations, effect the employee's health insurance premium copayment contributions and will include a performance improvement plan on physical fitness, and may include referral to the City of Clive Occupational Health provider for further evaluation.

Employees who are medically restricted from participating in the testing process during the time period noted above shall complete the testing within 30 days of being medically released for full duty. Employees unable to test because of a medical restriction will continue to receive the same credit for the previous year's test performance, until the Employee is able to retest.

#### **Instructions**

- This test is considered pass/fail. There is no time limit.
- Throughout test, personnel can wear weight vest or full bunker gear with SCBA. If weight vest is used, extra shoulder weights are added for the stair climb.
- Helmet and gloves are worn regardless of bunker gear.
- A proctor will accompany personnel to explain the next steps and guide them along route as needed.

#### **Failure Criteria**

- Stopping for greater than 15 seconds for any reason.
- Failure to complete any component of the test.
- Dropping equipment at any time.

#### **Components**

- Stair Climb - 3 minute stair climb on stair mill
- Tool Raise - 20 pound tool raise
- Ladder Raise/Lower - Extension ladder fly raise/lower
- Tool Carry - 50 ft. saw carry

- Hose Drag - 100 ft. charged hose line drag
- Forcible Entry - Sledge hammer strike
- Rescue Drag - 50 ft. dummy drag

### **Procedure**

1. Stair Climb – Complete a 30 second warm up at a rate of 50 steps a minute. After the warm up is complete, transition to 60 steps a minute for 3 minutes. It is acceptable to use the hand rails. Shoulder weights are removed after stair climb.
2. Tool Raise - Raise the 20 lb. tool bundle (hose roll) using controlled hand over hand raise – place bundle at feet.
3. Ladder Raise/Lower - Raise fly section of extension ladder using hand over hand technique. Raise until the ladder locks out, then lower to bed the section. Do not drop or allow halyard to slide through hands.
4. Tool Carry - Pick up both saws and walk around cones for 50 ft. Saws may be set down to adjust grip.
5. Hose Drag - Pick up charged hose line and place across chest. Drag hose 100 feet to end of course. No water spray is required.
6. Forcible Entry - Strike tractor tire with sledge hammer 15 times forcibly. Readjustment of grip is OK.
7. Rescue Drag – 50 feet, must go around cone. Personnel may grip/drag dummy in any manner. Readjustment is OK. The ability course ends when feet of dummy cross the finish line.

### **Video Demonstration**

A video demonstration is available at: <https://www.youtube.com/watch?v=9V1s6ia-X1M>

## **PHYSICAL FITNESS – Level 2**

### **Instructions**

- Personnel must complete one of two options listed below.
- Throughout the test, personnel may wear their choice of apparel. No PPE or weight vest will be used.
- A proctor will accompany personnel to answer any questions and oversee the procedures.

### **Failure Criteria**

- Stopping for greater than 15 seconds for any reason.
- Failure to complete the test within the time frame and procedures listed.

### **Procedure**

- Following a maximum 5 minute rest after the completing of Level 1, personnel will begin their choice of one of the following options:
  - Option 1: Tread Mill – Complete a 10 minute exercise at a minimum speed of 3.5 mph and a minimum incline level of 5.
  - Option 2: Elliptical Machine – Complete a 10 minute exercise at a minimum rate of 50 rpm.