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HUMAN RESOURCES

To: Gregg Mandsager, City Administrator
From: Stephanie Romagnoli, Human Resources Manager
Date: March 12, 2019
Re: Approval of Bargaining Agreements

The City has reached a tentative agreement with the Chauffeurs, Teamsters, and Helpers Local #238 covering the Blue/White Collar Bargaining Unit, Chauffeurs, Teamsters, and Helpers Local #238 covering the Police Bargaining Unit, and the Firefighter's Local #608.

The agreements are as follows:

The BW group agreed to a five (5) year contract that complies with the changes in the State law. Wages for the first three years will be across the board increases of 2.25%, 2.5%, 2.75% and will reopen to discuss wages for the final two year.

The Police group agreed to a five (5) year contract that complies with the changes in the State law. Wages for the first three years will be across the board increases of 2.25%, 2.5%, 2.75%, 2.9%, 3.0%. They also agreed to increases in the percentage of health insurance premium paid by the employee from the current 8% to 9% in year one (1) and 10% in year two (2). These employees may earn a 1% discount on insurance by passing an annual physical fitness test. There were also some language clarification changes made.

The Fire group agreed to a one (1) year contract that complies with the changes in the State law. They also agreed to a 2.25% pay increase. Their uniform allowance was also increased by \$200. A new pay scale was agreed upon for part time ambulance technicians. There are some language clarification changes made in this contract as well.

At this time, I am requesting approval for these contracts from the City Council. Please let me know if any additional information is required.

AGREEMENT

BETWEEN

THE CITY OF MUSCATINE

AND

**MUSCATINE ASSOCIATION OF FIREFIGHTERS
LOCAL #608**

July 1, 2019

to

June 30, 2020

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PREAMBLE

THIS AGREEMENT is executed by the City of Muscatine, Iowa, hereinafter called "Employer" and Muscatine Association of Firefighters Local Union #608 of the International Association of Firefighters AFL-CIO, hereinafter called "Union".

ARTICLE 1 - RECOGNITION

Section A. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the City of Muscatine in the following bargaining unit as certified in Case No. 4014 on December 28, 1989, as amended by Case No. 6267 on January 21, 2001, as amended by Case No. 6443 on January 28, 2002, and as amended by Case No. 7009 on December 23, 2004, to wit:

INCLUDED: Firefighter, Fire Mechanic, Fire Lieutenant and Part-Time Ambulance Attendant.

EXCLUDED: Fire Chief, Assistant Fire Chief, Fire Battalion Chief, Fire Captains, Ambulance Billing Manager, and all those excluded by Section 4 of the Act.

ARTICLE 2 - INTENT AND PURPOSE

Section A. The Employer, the Union, and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Muscatine.

Section B. The Employer, the Union, and the employees, further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of the Fire Department of the City of Muscatine.

ARTICLE 3 - DEFINITIONS

Section A. A probationary employee is one who has not completed one year of continuous service with the Employer. During the probationary period, such employee may be discharged by the Employer without cause with a written statement of reasons for discharge.

Section B. A regular employee is a bargaining unit employee who has completed the probationary period.

Section C. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

Section D. Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section E. Chief shall mean the Fire Chief of the City of Muscatine, or the Fire Chief's designated representative.

Section F. The Code shall mean the Code of Iowa as it may be amended from time to time.

Section G. A Part-Time Ambulance Attendant shall mean an employee who works less than thirty (30) hours per week on a year-round basis.

ARTICLE 4 - EMPLOYEE MANAGEMENT RIGHTS

Section A. There will be no interference with, coercion, or restraint of the Employer in its exercise of the function of Management. It is recognized that the Employer shall exercise its exclusive responsibility to manage the employee and direct the working forces. Among the exclusive rights of Management are the right to plan, direct and control Employer operations, to select, and direct the working force, to hire, assign, and transfer, to suspend or discharge employees for proper cause, to schedule the working hours, to make and enforce responsible work rules, to relieve employees from duty because of lack of work or other legitimate reasons, to introduce new and to change existing operational methods, materials, or facilities and to determine job content, except as specifically abridged, delegated, granted, modified or limited by other provisions of this Agreement. The choice, control and direction of the supervisory staff is vested

exclusively in the Employer. In the event of a conflict between the provisions of this Section and the specific written provisions of this Agreement, the latter shall prevail.

Section B. There will be no interference with, coercion, or restraint of employees in connection with the exercise of their rights to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purpose of collective bargaining or other mutual aid and protection insofar as any such activity is not prohibited by Chapter 20, The Code or any other law of the state.

ARTICLE 5 - UNION REPRESENTATIVES – STEWARDS

Section A. Authorized representatives of the Union shall be permitted to visit the Employer's facilities and confer with representatives of the Employer. If such Union representative desires to confer with a Union Steward or an employee, the Union representative must first notify the supervisor on duty. The employee will be granted permission for such conference if it will not interfere with the normal operations of the department. If an employee is being interviewed and such interview may result in future disciplinary action, the employee shall be entitled to Union representation of his/her choice. Requests for representatives shall be reasonable with consideration given to employees on duty.

Section B. The Employer recognizes the right of the Union to designate not to exceed one (1) steward per shift whose authority shall be limited to and shall not exceed the following duties and activities.

1. To collect dues.
2. To transmit all authorized bargaining unit information which is in writing; or if it is verbal, it is of such a routine nature that it does not cause work slowdown or work stoppage or any interference with the Employer's business.
3. To investigate and present any alleged grievance provided the steward secures prior authority from the supervisor to conduct such investigation in a reasonable time as determined and approved by the supervisor.

Section C. An employee serving on the Contract Negotiating Committee shall be granted leave from duty for all joint negotiation meetings between the Employer and the Union

when such meetings take place at a time when such employee is scheduled to be on duty. The designated Contract Negotiating Committee will not exceed four (4) employees. The Union shall advise the City Administrator in writing of the designated representatives prior to or at the time it serves notice of a desire to enter into negotiations for any successor agreement.

Section D. The Employer shall furnish a bulletin board or a designated part of an existing bulletin board for the use of the Union for the purpose of displaying material pertinent to the business of the Union.

Section E. The Union shall be granted use of the copy machine located in the Public Safety Building for the purpose of Union business. The Union agrees to pay for copies at the rate established by the City.

Section F. The Union shall be allowed storage space in the Public Safety Building to keep the Union file cabinet.

Section G. The Union shall be allowed to use the meeting room in the Public Safety Building at such times as the room is available.

Section H. The City shall allow members of the Union who have been elected or appointed by the membership as a representative of the IAFF #608 of the Professional Firefighters (IPFF) or of the International Association of Firefighters (IAFF) time off for a total of five (5) working days, a calendar year. Such time off shall be guaranteed and shall be counted as one of the two (2) vacation slots. However, the union representative's request for such time off may not be used to bump an employee that has been approved for vacation or bump any employee's first pick for vacation as outlined in the Article below on vacation.

ARTICLE 6 - CIVIL SERVICE

Section A. In all matters involving hiring, promotions, demotions, layoffs, suspensions, and discharges, the parties agree that these matters are under the jurisdiction of Chapter 400, The Code, Civil Service, and agree to follow the provisions of such chapter as amended. Enforcement of said rights shall be through procedures set forth in said Chapter 400 and shall not be processed through the grievance or arbitration procedures set forth in this Agreement.

ARTICLE 7 - SENIORITY

Section A. Seniority shall mean the status, priority, or precedence obtained as a result of an employee's length of continuous service within the Fire Department and shall commence on the date of employment and become applicable immediately following the completion of the probationary period. If more than one (1) is hired on the same day, persons shall receive seniority ranking based upon their order of hire which shall be determined by their relative placement on the final Civil Service Commission eligibility list; the higher the placement indicating the greater seniority.

Section B. Probationary Employee. All full-time appointments under Civil Service shall be conditional upon a probationary period of not more than twelve (12) months during which time the appointee may be disciplined, removed or discharged from such position by the appointing person or representative without a right of appeal to the Civil Service Commission or the grievance procedures set forth in this Agreement.

Section C. The Employer shall provide a complete seniority list of the employees covered by this Agreement once a year upon request.

ARTICLE 8 - HOURS OF WORK

Section A. This article is intended to set forth the normal workday, work-week, and work month but shall not be construed as a guarantee of hours of work per day, per week, or per month, or days of work per week or per month.

Section B. The Fire Mechanic, the Firefighters, and the Lieutenants shall work a twenty-seven (27) day work cycle, during which time the employee will work nine (9) shifts of twenty-four (24) hours each during which time the employee shall work eighty (80) hours on a flex work schedule approved by the Chief. The exact time of commencement of the schedule and of the shift will be set by the Chief.

Section C. It is understood and agreed that the determination of the daily and monthly work schedule for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and the employee shall be required to work at times as scheduled by the Employer. Except in an emergency situation, the

Employer will give at least nine (9) calendar days prior notice to an employee of an impending change in shift assignments. Previously scheduled and approved vacation will be honored.

ARTICLE 9 - OVERTIME-CALL BACK-COURT TIME-TRADETIME-TEMPORARY ASSIGNMENT - STAND BY

A. Overtime

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer and actually worked in excess of the employee's regular schedule. It is the policy of the Employer to keep overtime work to a minimum.

Section 2. Compensation shall not be paid twice for the same hours, nor shall there be any pyramiding of overtime.

Section 3. Overtime will be compensated at the rate of one and one-half (1-1/2) times the employee's 40-hour rate of pay even if the employee is on a 56-hour rate of pay. It shall be computed to the nearest one-sixth (1/6) hour for payment. The Employer shall post notice when a pay period will include FLSA pay for the previous cycle.

Section 4. The Employer and the employee agree that overtime earned by the employee may be taken as compensatory time off. The parties further agree that the hours worked in a twenty-seven (27) day work cycle by the employee in excess of the maximum permitted by the provisions of the Fair Labor Standards Act shall be compensated as follows: (a) the employee will receive the normal compensation set out in the Appendix of this Contract for the hours actually worked up to a total of two hundred sixteen (216); (b) the employee will receive ½ hour off as compensatory time for each hour actually worked between two hundred-four (204) and two hundred sixteen (216); (c) any hours worked over two hundred sixteen (216) may be compensated by overtime pay or by compensatory time off. A non-shift employee shall not accumulate more than eighty (80) hours of compensatory time, and a shift employee shall not accumulate more than ninety-six (96) hours of compensatory time, without the approval of the Chief.

Section 5. Employees shall be required to work such overtime as the Employer requires. As much as is practical, the employer will develop overtime policies that provide equitable opportunities for overtime. Policies and procedures for non-emergency, emergency, and ambulance overtime shall be maintained.

Section 6. An Overtime Accumulation List will be maintained that includes the names of all bargaining unit members. The list shall be zeroed and ordered by seniority at the beginning of each calendar year. All overtime hours worked by bargaining unit members will be posted on the overtime accumulation list. The list shall be ordered according to hours worked, placing the members with the most overtime at the bottom of the list. When two or more bargaining unit members have the same amount of accumulated overtime, the member with the most seniority will be placed closer to the top of the list.

B. Callback.

Section 1. An employee, who is called back to work by the Employer shall be paid a minimum of two (2) hours pay or compensatory time off at the overtime rate, unless such callback is two (2) hours or less prior to the employee's regular shift. Callback does not apply where an employee is ordered to work beyond the employee's regular shift. Callback does apply to a situation where an employee is subpoenaed or ordered by the Employer to participate in criminal court proceedings related to the employee's duties, unless the employee is the one charged with the crime. Callback also applies to a situation where an employee is ordered by the Employer to participate in any court proceedings where the Employer is a party.

C. Tradetime.

Section 1. The Employer may permit the exchange of shifts subject to the following guidelines:

- a. Only two employees will be involved in the exchange of trade time unless approved by the Chief.
- b. The two employees mutually request the exchange in writing at least twenty-four (24) hours in advance of the substitution by notifying the officers in charge of the respective shifts.
- c. The supervisor in charge of each of the respective shifts approves the exchange.
- d. Failure of one employee to pay back time owed shall be handled by the employees involved. The employer shall have no responsibility or liability for such time.
- e. The substitution does not impose any additional cost on the Employer.
- f. The exchange of shifts shall not be used for outside employment.

g. Such time shall be taken in increments of at least two (2) hours.

D. Temporary Assignments.

Section 1. Any member that is assigned by the Chief to carry out the duties of a lieutenant or captain position on a temporary basis longer than seventy-two (72) hours shall receive pay of the higher classification that the member is filling. The member must be eligible for promotion into said position prior to receiving pay.

ARTICLE 10 - HOLIDAYS

Section A. Subject to and in accordance with the provisions of this article, all regular and probationary employees shall be granted holiday pay as hereinafter set out for the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, and Christmas Day.

Section B. For shift employees the holiday will begin at the commencement of the shift on the day of the holiday and shall end twenty-four (24) hours later. For non-shift employees, if a holiday falls on a Saturday it shall be celebrated on the preceding Friday; if a holiday falls on a Sunday it shall be celebrated on the following Monday.

Section C. If an employee is scheduled to work a holiday, that employee will receive the regular hourly rate of pay normally paid to said employee.

Section D. All twenty-four (24) hour, three platoon shift employees shall receive holiday pay. This payment will be based upon the employee's hourly pay, as set out in the Appendix, times twelve (12) hours per holiday. This payment will be made as part of the second payroll in November.

Section E. In order to be eligible for receiving holiday pay, an employee must be in an active pay status the day before and the day following the holiday. No employee who has been laid off or is under suspension will be eligible for holiday pay.

ARTICLE 11 - VACATION

Section A. Vacation with pay is a benefit accorded an employee on an annual basis for purposes of recreation and relief from the routine and pressures of assigned work. It is an earned right in the sense that the right to paid time off from work is earned by time spent at work. However, the taking of time is conditioned by length of employment and the requirements or work load of the department in which the employee works.

Section B. Full-time employees beginning with the date of their employment and continuing for the balance of their continuous employment with the City, shall accumulate leave credit at the following rate:

1. 3.08 hours for each full bi-weekly period of service during the 7th month through the first full twelve (12) month period of employment (five (5) vacation days or forty (40) hours after the first full twelve (12) month period of employment). For 56-hour employees, 4.31 hours is earned for each full pay period of service, during the seventh through the twelfth month of service.

2. 3.08 hours for each full bi-weekly period of service for employees during the 2nd through the 4th year of employment (ten (10) vacation days a year or eighty (80) hours). For 56-hour employees, 4.31 hours is earned for each full pay period of service.

3. 4.62 hours for each full bi-weekly period of service for employees during the 5th through the 12th year of employment (fifteen (15) vacation days a year or 120 hours). For 56-hour employees, 6.47 hours is earned for each full pay period of service.

4. 6.16 hours for each full bi-weekly period of service for employees during the 13th year through 19th year of service (twenty (20) vacation days a year or 160 hours). For 56-hour employees, 8.62 hours is earned for each pay period of service.

5. 7.70 hours for each full bi-weekly period of service during the 20th year and subsequent years of service (twenty-five (25) vacation days a year or 200 hours). For 56-hour employees, 10.77 hours is earned for each full pay period of service.

Section C. It is the intent of this Agreement to provide a vacation period for all regular employees for reasons as stated in Section A above. Although the Employer encourages employees to take their vacation in weekly blocks, the Chief may approve vacation of less duration, but in no case less than two (2) hours. Once the vacation has been approved, if the date is within forty-eight

(48) hours of the start of the vacation, the vacation must be taken as requested unless a change is specifically approved by the Chief.

1. An employee may use the vacation as it is earned on a monthly basis; however, the maximum accumulation on December 31st of each year for vacation allowed every employee will be as follows:

<u>Earning Period</u>	<u>Maximum Accumulation Allowed</u>			
	<u>40 Hour Employees</u>	<u>40 Hour With 2 Day Carryover</u>	<u>56 Hour Employees</u>	<u>56 Hour With 2 Day Carryover</u>
1-2 weeks each year	80 hours	96 hours	112 hours	160 hours
3 weeks each year	120 hours	136 hours	168 hours	216 hours
4 weeks each year	160 hours	176 hours	224 hours	272 hours
5 weeks each year	200 hours	216 hours	280 hours	328 hours

2. In the event that an employee is not able to take part of the maximum vacation accrual prior to December 31st either because of action by the Employer because of conflict with the Employer's operation, or because the employee has obtained prior written approval of the Chief, an employee will be allowed to carry over not to exceed two (2) additional working days of vacation which must be taken within the next calendar year.

3. Unused vacation shall be paid to an employee upon termination of employment. It shall be paid in cash, or into a deferred compensation plan, or a post-employment health plan (if instituted), or a reserve fund to be held by the City and utilized to pay for an eligible employee's ongoing health insurance premium until exhausted. The employee shall choose one of the available options above, unless the Union has elected to use the post-employment health plan, in which all employees are required to use that option.

Section D. An employee's request for vacation time shall be controlled by seniority provided that the selection is made by February 1st for the next twelve (12) calendar months scheduling. Seniority shall be within each shift. Seniority shall only apply to the first segment of vacation where the employees split the vacation time. Vacation will, so far as possible, be granted at times most desired by employees so long as they do not conflict with the Employer's operation. No more than two (2) employees from a shift may take vacation at the same time without specific

written permission of the Fire Chief. An employee may not use the second vacation slot unless the request for the vacation is given at least twelve (12) hours prior to the start of the leave, and if such leave would result in the need for overtime.

Section E. In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation for eight (8) hour shift employees.

ARTICLE 12 - SPECIAL LEAVES

A. Bereavement Leave.

Section 1. An employee will be allowed two (2) working days of bereavement leave with no loss of compensation in case of the death of a spouse or child, including a step-child, parents, step parents, parents-in-law, brothers, sisters, grandparents or grandchildren unless the death occurs on the employee's scheduled workday in which case the employee will be given the balance of that working day off plus the next two (2) working days.

Section 2. An employee will be granted one (1) work day to attend the funeral of the employee's aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law, and cousins in the first degree. In the event that a memorial service is held in lieu of a funeral, the employee will be granted one (1) work day to attend the memorial service.

Section 3. If a death occurs among the relatives or in-laws of an employee outside of those mentioned in Section 1 and 2, the employee may be granted time to attend the funeral, with such time charged to sick leave pay.

Section 4. Employees who wish to attend the funeral of a fellow employee or former employee, or to serve as a pallbearer in and attend that funeral, may be allowed time off from the job with pay but not to exceed one half (1/2) day.

Section 5. If additional time is needed, the Chief may grant additional leave without pay not to exceed a maximum of three (3) days.

Section 6. Bereavement Leave pay is intended to provide for time off without loss of income but not to increase income. Non-working days shall not be compensable. Time off for bereavement leave shall not be used for outside employment.

B. Voting Leave.

Section 1. Employees who live in Muscatine required to work for all of the hours during which the polls are open on an election day shall be given sufficient time off with pay to vote. Employees commuting from out of town will be provided time to vote prior to reporting to work, and at the opening of the polls on election day.

C. Military Leave.

Section 1. The Employer will grant leave of absence for military pay in compliance with the provisions of Section 29A.28, Iowa Code.

D. Sick Leave.

Section 1. Sick leave is time off with pay granted to an employee by the employee's Supervisor. Sick leave is not an absolute or automatic right of an employee but is a privilege, that is granted or denied contingent upon the meeting of certain conditions. The granting of sick leave to employees has as its purposes:

- a. Approved absences from work occasioned by illness or injury.
- b. Remuneration during these periods to ease financial hardship; and
- c. Retention of employment rights.

Section 2. Sick Leave Accumulation.

a. Forty (40) hour employees, beginning with the date of employment and continuing for the balance of their continuous service with the City, shall accumulate sick leave at the rate of 4.62 hours for each full bi-weekly period of service with a maximum accumulation of 1200 hours. Employees working the 56-hour work week shall accumulate 6.92 hours for each full bi-weekly period of employment with a maximum accumulation of 1800 hours. For twenty-four (24) hour shift employees, a full shift absence due to illness shall constitute twenty-four (24) hours of sick leave usage. At such time as an employee transfers from a 40-hour week position to a 56-hour week position, or vice versa, an employee's sick leave will be adjusted by dividing the total hours accumulated by the previous rate at which it is earned and multiplying the result by the new rate at which it is to be earned.

b. In computing sick leave for full-time employees, the following shall be counted as time worked:

- i. Time spent on vacation leave.
- ii. Absences for authorized holidays.
- iii. Absences for jury duty.
- iv. Leave of absence with pay.
- v. Time spent on paid sick leave. However, this sick leave will not be available for use during the current illness but will be counted toward the new accumulation of sick leave beginning one (1) week after return to full-time service.

vi. Upon transfer from one department to another without a break in service, time worked and sick leave accumulated shall be fully credited to the employee in the new department.

- vii. Time spent on bereavement leave.

c. Sick leave will not accrue to an employee during such non-work, non-pay periods as:

- i. Time away from work as a result of a disciplinary layoff.
- ii. Time away from work as a result of a job layoff due to organization, project, seasonal, or financial requirements.
- iii. Time away from work as a result of an authorized extended leave of absence without pay, such as school leave.

d. Upon return to work from an authorized leave of absence, with or without pay, an employee in good standing shall be granted all unused sick leave accumulated by earlier service.

Section 3. Use of Sick Leave.

a. An employee may use sick leave with full pay for absences necessitated by personal injury or illness, pregnancy, personal dental or medical care, or exposure to contagious disease if determined by a physician or health officer.

b. Sick leave shall not be available to an employee for use in circumstances involving personal injury sustained by an employee in the course of paid supplemental employment for an Employer other than the City.

c. All time taken on authorized sick leave will be deducted from available sick leave.

d. An employee who has exhausted all of the employee's sick leave may then elect to use any vacation leave, or other paid leave, to which the employee is entitled, for sick leave purposes. Following this, upon approval by the Chief, based on a doctor's statement that the employee's physical or mental condition prevents the employee from working, an employee may be placed in a sick leave without pay status for a period not to exceed one (1) month for each year of previous service, and the provisions of Section 4 of Leave of Absence shall apply. Upon return from sick leave without pay status, the employee shall present a doctor's statement that the employee is physically and mentally able to return to work, and organizational requirements permitting, the employee shall be reinstated.

e. No sick leave with pay shall be granted an employee in anticipation of future service.

f. Sick leave payments are based on the normal straight time earnings which the employee would have received if the employee had been working.

g. For forty (40) hour employees, authorized holidays falling within a period of sick leave, for which an employee is normally not required to work and for which the employee normally receives holiday pay, will not be counted as work days in computing sick leave. Holiday time shall be charged to holiday leave.

h. The accrued sick leave of an employee whose service with the City is terminated by reasons of quit, discharge, or resignation shall be canceled by such action.

i. An employee may use forty (40) hours of sick leave with full pay each calendar year for absences necessitated by personal injury or illness or by required dental or medical care of employee's spouse, child, parent, or family member living in the employee's immediate household.

Section 4. Proof of Illness.

a. In order to be eligible for sick leave with pay and to receive compensation while absent on sick leave, an employee shall:

i. Notify the employees Supervisor as to the reason for absence prior to 6:00 A.M. of the working day or shift of the first day's absence from duty.

ii. Keep the Supervisor informed of the employee's condition.

iii. Upon return to work, submit a medical certificate or furnish other reasonable proof for absences of one week's duration or longer, unless the Supervisor has personal knowledge of the illness or injury.

iv. Where a question exists as to the returning employee's fitness to perform regular assigned work the employee shall submit to a medical examination arranged and paid for by the Employer.

v. Present a physician's statement specifying the dates of personal disablement and confinement due to pregnancy, childbirth and related medical conditions which render the employee physically unable to perform the employee's regular job duties.

b. In all cases of absence for personal injury incurred during paid supplemental employment by an Employer other than the City, the returning employee must submit to a medical examination arranged and paid for by the employee.

Section 5. Abuse of Sick Leave.

a. An employee who knowingly gives false information as a basis for obtaining sick leave and sick leave pay will be subject to disciplinary action up to and including discharge in accordance with the City disciplinary policy.

b. Whenever there is reason to believe that an employee is abusing or misusing sick leave, an investigation shall be made, even to the point of requiring that the employee submit to a medical examination, and a report made to the Chief.

c. Any monies paid for sick leave in violation of its uses shall be reimbursed or deducted from future earnings, and appropriate action up to and including discharge shall be taken.

Section 6. Except in cases of serious illness which are certified by a physician, or with them approval of the Chief, sick leave will not be paid on the working day immediately preceding or following vacation or a holiday.

Section 7. An employee, upon eligible service retirement or termination with twenty-two (22) years of vesting under the pension plan, shall be entitled to cash payment of up to two-fifth (2/5) of the first 1200 hours (for 40-hour employees) or of the first 1680 hours (for 56 hour employees) of unused sick leave time. Termination of service for any other reason shall terminate any and all obligations of the employee in connection with unused sick leave time. Sick leave

payout under this paragraph shall be paid in cash, or into a deferred compensation plan, or a post-employment health plan, (if instituted) or a reserve fund to be held by the City and utilized to pay for an eligible employee's on-going health insurance premiums until exhausted. The employee shall choose one of the available options above, unless the Union has elected to use the post-employment health plan, in which all employees are required to use that option.

Section 8. The provisions of Chapter 411, Code of Iowa, as amended from time to time, shall be followed in cases of disability arising from the active performance of duty.

Section 9. In the event of a death resulting from a duty connected accident, the employee's unused sick leave, up to 1,200 hours (for 40 hour employees) or 1,680 (for 56 hour employees), will be paid to the surviving spouse in full; if there is no surviving spouse, said amount will be paid to a dependent child as the term "dependent child" is defined under the current IRS guides.

E. Personal Leave.

Section 1. Personal leave shall be granted by the shift supervisor during duty hours with pay. The employee shall give as much advance notice as possible for request of personal leave.

Section 2. Personal leave shall be for a period of not less than one (1) hour and shall be requested for such matters as, but not limited to, the conducting of legal business, personal business, paternity leave during the period of a spouse's labor and visits immediately thereafter, attending special religious functions, the admitting or discharging of members of the immediate family from a hospital, serious illness in the immediate family, and similar matters that cannot be delayed to an off day or off duty time. An employee granted personal leave is required to complete the business and return to work promptly unless the time is taken off at the end of the shift.

F. Jury Duty.

Section 1. The Employer agrees to pay an employee called to serve on any jury the difference in wages between jury pay and the employee's regular earnings. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty. If an employee is discharged from the jury before the workday ends, the employee must report immediately to the Employer for work.

G. Leave of Absence Without Pay.

Section 1. A leave of absence without pay is a predetermined amount of time off from work, for whatever purpose, including serving in any capacity on official Union business, which has been approved by the Chief in writing. The employee and the Union will be given a copy of the authorization.

Section 2. Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when the employee left, provided that during such period, no employee shall earn sick, vacation, or other leave.

Section 3. In the event an employee fails to return to work at the end of any such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave, unless such failure to return to work was caused by circumstances beyond the control of the employee.

Section 4. During a leave of absence without pay, the employee:

- a. Must pay Group Hospitalization premiums falling due during any month the employee is not on the payroll.
- b. Must pay premiums for coverage under the Group Life Insurance Plan.
- c. Shall not receive any other job benefits during the period of absence.

ARTICLE 13 - HEALTH AND SAFETY-VEHICLES AND EQUIPMENT

Section A. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section B. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules, and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section C. All motor vehicles and other equipment furnished by the Employer shall be maintained by the Employer in good working condition and in accordance with reasonable safety standards.

Section D. Any employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle, to the employee's Supervisor, and any employee using other equipment furnished by the Employer shall immediately report any defect therein to the employee's Supervisor.

Section E. Any employee shall use proper care in operating motor vehicles and in using equipment furnished by the Employer.

ARTICLE 14 - UNIFORMS AND CLOTHING

Section A. The Employer shall designate the style and type of uniform to be worn by fire personnel in accordance with the Employer's Standard Operating Procedures.

Section B. Thereafter, beginning one year after hire, each employee shall receive Six Hundred (\$600.00) per year clothing allowance. The clothing allowance shall be payable to employees, one-half or \$300.00 on the first pay period of July and one-half or \$300.00 on the first pay period of December of each year. In the event of any major changes in uniforms, the Employer shall bear the expense of the first three (3) sets of clothing. Each employee shall receive replacement for those items of clothing that the Employer requires the employee to wear if the same has been destroyed through performance or duty. The term destroyed shall include damage to the extent that wearing of such item would not comply with the uniform requirements of the Employer.

Section C. All protective clothing or protective devices required of employees in the performance of their duties shall be furnished by the Employer without cost to the employee.

Section D. The employee shall be responsible for properly caring for protective clothing and protective devices and, upon termination shall return the same to the Employer.

Section E.

1. Glasses worn on duty shall be replaced or repaired at a reasonable price not to exceed One Hundred Fifty Dollars (\$150.00) as determined by the Chief in the event of destruction or damage through performance of duty.

2. A watch worn on duty shall be replaced or repaired at a reasonable price, not to exceed Fifty Dollars (\$50.00), as determined by the Chief, in the event of destruction or damage through the performance of duty.

3. Dentures, which included bridges, plates, partial plates and braces shall be replaced or repaired at the usual, reasonable and customary rate as determined by the Chief in the event of destruction or damage through the performance of duty.

ARTICLE 15 - INSURANCE

A. Medical Insurance.

Section 1. The Employer shall maintain for each employee a health and accident insurance policy or program comparable to the policy or program in existence. The health and accident insurance policy presently in existence provides that the coinsurance payments are 80%-20% or 70%-30%, depending on whether the provider is a member of Alliance Select Group. This coverage will include a physical in accordance with the terms of the policy. Prior to any change in the policy, the Employer agrees to meet and confer with the Union. The final decision shall be made at the sole discretion of the Employer.

<u>Insurance Deductible</u>		<u>Out-of-Pocket Maximum</u>	
Single	Family	Single	Family
\$600	\$1,200	\$1,200	\$2,400
<u>Employer Portion of Insurance Premium</u>		<u>Employee Portion of Insurance Premium</u>	
Single	Family	Single	Family
92%	92%	8%	8%

Section 2. The Employer will pay the above-referenced percentages of the premium for an employee's single coverage health insurance policy, and the employee agrees to have the above-referenced percent of the remaining premium deducted from the employee's monthly wage. During the length of this contract, the employee shall pay any deductible cost or coinsurance cost as set out in the policy, up to the out-of-pocket maximum.

Section 3. An employee may elect to cover the employee's dependents. The Employer shall pay the above-referenced percentages of the dependent coverage monthly premium, and the employee agrees to have the above-referenced percent of the remaining premium deducted from the employee's monthly wages. During the length of this contract, the employee shall pay any deductible cost or coinsurance cost as set out in the policy, up to the out-of-pocket maximum.

Section 4. Coverage of an employee and dependents, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section 5. A retired employee up to age 65 shall be eligible to participate in the health and accident insurance plan in effect for employees. This provision is effective for employees retiring after July 1, 1977. All insurance premium costs will be paid by the retired employee.

B. Life Insurance.

Section 1. The Employer will provide, at no cost to the employee, a policy of life insurance insuring the life of said employee in an amount equal to the annual salary of a fire fighter at Step 1 of the wage schedule, rounded up to the nearest thousand. At the employee's option, the employee may purchase additional insurance on the employee's life through the City, and up to \$2,000 of insurance on the employee's spouse, at the employee's cost, which shall be deducted from the employee's pay.

C. Dental Insurance.

Section 1. The Employer shall, at no cost to the employee, maintain for each employee a dental insurance policy comparable to the policy currently in existence. Prior to any change in the policy, the Employer agrees to meet and confer with the Union. The final decision shall be made at the sole discretion of the Employer. An employee may elect to cover the employee's dependents at the employee's cost which shall be deducted from the employee's wage.

D. Insurance Committee

Section 1. The Employer has established an Insurance Committee comprised of employees, supervisors and administrative personnel of the City for the purpose of reviewing all aspects of the medical insurance, dental insurance and life insurance plans of the Employer. The committee's goal is to investigate methods and means of reducing the current costs of medical

insurance to the Employer. One member of the bargaining unit may be appointed to this Committee by the Union. The authority of the Committee is limited to developing suggestions for steps to be taken to control the cost of the insurance plans. No recommendation or suggestion of the Committee, nor the failure to make recommendations or suggestions, shall be a grievable matter.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section A. The word "Grievance" wherever used in this Agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the expressed terms and provisions of this Agreement.

Section B. A grievance shall be adjusted in the following manner:

Step 1. An employee or the Union who claims a grievance shall present such grievance in writing, to the employee's Battalion Chief, within five (5) working days after the occurrence upon which the grievance is based. The Battalion Chief shall give a written answer to the grievance within five (5) calendar days after the grievance is received.

Step 2. If the grievance is not settled in the previous Step it may be appealed by the employee or the Union within five (5) calendar days after the answer of the Battalion Chief is due. The written grievance shall be presented to the Fire Chief who shall answer the grievance in writing within five (5) calendar days after receiving the written grievance.

Step 3. If the grievance is not settled in Step 2 it may be appealed by the employee or the Union within five (5) calendar days after the answer of the Fire Chief is due. The written grievance shall be presented to the City Administrator who shall investigate the grievance and issue a written decision thereon within five (5) calendar days after receiving the grievance.

Step 4. If the grievance is not settled in Step 3 it may be appealed by the employee or by the Union by giving written notice of a request for arbitration to the City Administrator within five (5) calendar days after the Employer's Step 3 answer was due. The written notice shall be signed by the employee or by a representative of the Union and shall specifically state the facts and the section of the Agreement which is in dispute.

Section C. In computing calendar days, the first day shall be excluded and the last included, unless the last falls on Saturday, Sunday or a holiday, in which case the time prescribed

shall be extended to include the next day which is not a Saturday, Sunday or a holiday. Holidays shall refer to the holidays granted employees under this Agreement.

Section D. The failure by an employee, the Union, or its representative to process a grievance within the applicable time specified above unless mutually agreed shall bar an employee, the Union or its representatives from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer, or the Employer's representative, to answer the grievance within the applicable time specified above shall be deemed a denial of the grievance which then may be appealed to the next step.

Section E. When a timely request has been made for arbitration, a representative of the Employer and the employee or a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice, the employee or the Union shall request the Public Employment Relations Board to submit a panel of five (5) arbitrators. When such panel is received, the City and the employee or the Union shall alternately strike a name from the list, the party making the initial strike to be determined by the flip of a coin, and the person finally remaining shall act as arbitrator.

Section F. The arbitrator shall convene a hearing for the purpose of receiving evidence pursuant to such rules and procedures as the arbitrator may adopt. The arbitrator shall neither add to nor detract from nor modify the language of this Agreement in arriving at a determination of any issue that is presented and that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates or salaries. The arbitrator shall be expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted, or to submit observations or declarations of opinion, which are not directly essential in reaching the determination of the issues submitted for the arbitrator's decision. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the employer in any matter reserved to the employer by law or by the terms of this Agreement.

Section G. The arbitrator shall issue a decision in writing within thirty (30) days after the conclusion of the hearing and a decision of the arbitrator, within the scope of the arbitrator's authority, shall be final and binding upon the Employer, the employee, and the Union. Where a

dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive more than twenty-four (24) days beyond the date on which the dispute was first presented as a grievance in writing. The arbitrator may not hear more than one (1) grievance unless the presentation of more than one (1) grievance is mutually agreed to by the Employer and the employee or the Union.

Section H. No issue whatsoever shall be subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement, and prior to the termination of this Agreement.

Section I. The arbitrator shall not have the power or the authority to accept or to decide any grievance which involves a matter which is within the jurisdiction of the Civil Service Commission, Chapter 400, The Code.

Section J. The Employer and the employee or the Union will share equally any joint costs of the arbitration procedure, including fees and expenses of the arbitrator, the costs of the Court reporter, if one is desired by the arbitrator, and the costs of a hearing room and transcript. Any other expense shall be paid by the party incurring the expense.

ARTICLE 17 - SUPPLEMENTAL PAY

Section 1. The employer will pay registration expenses for Advanced Cardiac Life Support Recertification as required for the recertification of EMT-Paramedics. The employee will be compensated for classroom time spent in ACLS Recertification. The Employer shall order the time and site of the ACLS Recertification. Reasonable notice will be given of the time and location of classes and, if the employee has previously scheduled plans or time off, alternate arrangements will be made by the Employer and employee.

Section 2. Paramedics with Critical Care Paramedic Certification shall be paid Fifty Dollars (\$50.00) for each critical care transport performed by said employee.

ARTICLE 18 - COMPENSATION

Section A. The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section B. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at a reasonable time.

Section C. An employee progresses through the wage scale as follows: Step 1 – on first day of employment; Step 2 – on the start of the employee's second calendar year of employment; Step 3 – on the start of the employee's third calendar year of employment; Step 4 – on the start of the employee's third calendar year of employment; Step 5 – on the start of the employee's eighth year of employment; Step 6 – on the start of the employee's eighth year of employment; Step 7 – on the start of the employee's thirteenth year of employment; and Step 8 – on the start of the employee's eighteenth year of employment.

ARTICLE 19 - EVALUATION PROCEDURES

Section A. The Employer shall provide an annual job performance evaluation based on the following principles:

1. The evaluation shall be conducted in a fair manner at least once during the contract year.
2. The employee shall receive a copy of the Employer's complete written evaluation.
3. The employee who disagrees with the Employer's evaluation may submit the employee's written objections or comments to the evaluation, which objections or comments shall be attached to the written evaluation.

Section B. An employee or the Union shall have the right to grieve an evaluation through the grievance procedure of the Agreement.

ARTICLE 20 - PART-TIME AMBULANCE ATTENDANT

Section A. The Employer and the Union agree to cover under the contract those year-round Part-Time Ambulance Attendant who regularly work a minimum of twenty (20) hours but

less than thirty (30) hours a week. An employee who regularly works less than twenty (20) hours a week receives no benefits under the contract.

Section B. The starting wage of a Part-Time Ambulance Attendant will be determined as follows:

1. If an application for a Part-Time Ambulance Attendant position is filed by a former member of the Muscatine Fire Department within six (6) months after the former member retires, that applicant will be given credit for all years of service on the Muscatine Fire Department since the applicant's most recent date of hire thereon. The starting wage of such applicant will be equal to the wage of a 40-hour firefighter in Appendix A based on the credited years of service.

2. Part time ambulance attendants hired prior to July 1, 2019, will be paid according to the current pay scale in Appendix A. The wage for those in this category shall remain frozen until such time as the below part-time ambulance attendant scale catches up to the then current rate of pay set forth below for attendants hired after July 1, 2019:

Hourly	Step 1	Step 2	Step 3
EMT	\$16.80	\$18.06	\$18.85
AEMT	\$17.22	\$18.51	\$19.32
Paramedic	\$17.64	\$18.96	\$19.79

Section C. Part-Time Ambulance Attendants are required to make themselves available for calls for a minimum of 24 hours per month on average, over any three (3) month period provided that there will be no consecutive months of less than 24 hours.

ARTICLE 21- GENERAL CONDITIONS

Section A. This Agreement shall be construed under the laws of the State of Iowa.

Section B. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section C. In the event any provision of the Agreement is held invalid by a court of competent jurisdiction, the provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section D. The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

Section E. The Employer shall post a copy of this Agreement in an appropriate place in the Fire Department.

Section F. There shall be established a Labor Management Committee to function during the term of this Agreement to consider current problems in the administration of this Agreement and safety matters. The Committee shall consist of three (3) members of the bargaining unit appointed by the Union, the Fire Chief, one person appointed by the Fire Chief from each shift, and the Human Resources Coordinator, who shall serve as the Chairperson. The Committee shall meet once each calendar quarter on the call of the Chair. Any two (2) members of the Committee may request an additional meeting to discuss a specific issue by notifying the Chair of their request. The Chair shall review the specific issue and shall determine whether to call a special meeting. The Committee's authority shall be limited to developing suggestions and recommendations for implementing the administration of the Agreement. The Committee shall have no authority to bargain on any issue, to amend or modify the Agreement, or to hear or determine any grievance. No recommendation or suggestion of the Committee, nor the failure to recommend or make a suggestion, shall be a grievable matter.

Section G. Neither the Union, the Employer, nor any employee shall discriminate on the basis of any class protected by state, federal or local law and/or participation/non-participation in the Union.

Section H. If during the length of this contract, the City establishes any new positions, (examples Driver/Operator, Fire Inspector or other new titled positions) within the department, that have been added to the Bargaining Unit as approved by Iowa Public Employees Relations Board (PERB), then the City and/or Union shall have the right to open the contract to address compensation for such positions.

ARTICLE 22 - EFFECTIVE PERIOD

Section A. This Agreement shall be effective July 1, 2019, and shall continue through June 30, 2020.

Section B. The terms and conditions of this Agreement shall cease on June 30, 2020, unless one or both of the parties seeking to continue it shall cause a written notice to be served on the other party by September 15, 2019, specifying whether modification is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date set out below.

MUSCATINE ASSOCIATION
OF FIREFIGHTERS LOCAL #608

CITY OF MUSCATINE

PRESIDENT

MAYOR

SECRETARY-TREASURER

CITY ADMINISTRATOR/CITY CLERK

DATE

DATE

APPENDIX E

City of Muscatine Fire Union Employees Annual/Bi-Weekly/Hourly Rates Effective July 1, 2019 (2.25%)

	<u>Step 1 (Beginning)</u>	<u>Step 2 (One Year)</u>	<u>Step 3 (Two Years)</u>	<u>Step 4 (Three Years)</u>	<u>Step 5 (Five Years)</u>	<u>Step 6 (Eight Years)</u>	<u>Step 7 (13 Years)</u>	<u>Step 8 (18 Years)</u>
Pay Range 1 (56 hrs/week)								
Firefighter *	46,388.16	50,232.00	52,590.72	55,095.04	58,181.76	60,424.00	62,957.44	65,316.16
	1,784.16	1,932.00	2,022.72	2,119.04	2,237.76	2,324.00	2,421.44	2,512.16
	15.93	17.25	18.06	18.92	19.98	20.75	21.62	22.43
Pay Range 1 (40 hrs/week)								
Firefighter **	46,467.20	50,252.80	52,582.40	55,078.40	58,156.80	60,465.60	62,878.40	65,416.00
	1,787.20	1,932.80	2,022.40	2,118.40	2,236.80	2,325.60	2,418.40	2,516.00
	22.34	24.16	25.28	26.48	27.96	29.07	30.23	31.45
Pay Range 2								
Mechanic *		54,425.28	56,754.88	59,230.08	62,229.44	64,559.04	67,063.36	69,742.40
		2,093.28	2,182.88	2,278.08	2,393.44	2,483.04	2,579.36	2,682.40
		18.69	19.49	20.34	21.37	22.17	23.03	23.95
Pay Range 3								
Lieutenant *		54,425.28	56,754.88	59,230.08	62,229.44	64,559.04	67,063.36	69,742.40
		2,093.28	2,182.88	2,278.08	2,393.44	2,483.04	2,579.36	2,682.40
		18.69	19.49	20.34	21.37	22.17	23.03	23.95

* Based on 56 hour week - 2,912 hours per year

** Based on 40 hour week - 2,080 hours per year

Part-time Ambulance Attendants Hired July 1, 2019 or After

	<u>Step 1 (Beginning)</u>	<u>Step 2 (One Year)</u>	<u>Step 3 (Two Years)</u>
Hourly:			
EMT	16.80	18.06	18.85
AEMT	17.22	18.51	19.32
Paramedic	17.64	18.96	19.79

Prepared by : Finance Department (NL)

Date: March 5, 2019

APPENDIX E

**City of Muscatine
Fire Union Employees
Annual/Bi-Weekly/Hourly Rates
Effective July 1, 2019
(2.25%)**

	<u>Step 1 (Beginning)</u>	<u>Step 2 (One Year)</u>	<u>Step 3 (Two Years)</u>	<u>Step 4 (Three Years)</u>	<u>Step 5 (Five Years)</u>	<u>Step 6 (Eight Years)</u>	<u>Step 7 (13 Years)</u>	<u>Step 8 (18 Years)</u>
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Prepared by : Finance Department (NL)

Date: March 5, 2019