Marshalltown	IAFF #715	7/1/2005	6/30/2008

MARSHALLTOWN / IAFF # 05-08

THE CITY OF

Marshalltown

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AGREEMENT BETWEEN

THE CITY OF MARSHALLTOWN

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL UNION NO. 16

JULY 1, 2005 - JUNE 30, 2008

AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL NO. 16

AGREEMENT

This Agreement is made and entered into this first day of July, 2005, by and between the City of Marshalltown, Marshalltown, Iowa, (hereinafter referred to as the "Employer") and the International Association of Fire Fighters, Local No. 16 (hereinafter referred to as the "Union"), and between the Employer and the Union on behalf of the employees in the bargaining unit recognized and described in Article 1 of the Agreement.

WITNESSETH

It is the intent and purpose of the Employer and the Union to establish and promote harmonious and cooperative relations between the Employer, the Union, and the employees covered by this Agreement; to provide procedures for the peaceful and equitable adjustment of grievances; to prevent and prohibit all strikes and other interferences with operations during the term of this Agreement; and to set forth the entire Agreement of the parties regarding wages, rates of pay, hours of employment and other conditions of employment. The parties recognize that the best interest of the community and the job security of the employees of the Marshalltown Fire Department depend upon the Employer's success in establishing and maintaining effective, proper, and superior service to the community.

ARTICLE 1
RECOGNITION NON-DISCRIMINATION CHECKOFF

Section 1. The Employer hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and other conditions of employment for all uniformed employees of the Fire Department of the City of Marshalltown, to include Fire Fighters and Lieutenants, but excluding Captains, Assistant Chief/Fire Marshal, Deputy Chief/Training Officer, and the Chief of the Marshalltown Fire Department. Throughout this Agreement, whenever the terms "employee" or "employees" are used, they shall refer to employees within this bargaining unit unless otherwise noted.

Section 2.

(A) There will be no discrimination against, interference with, or restraint or coercion of any employee by the Employer because of the employee's membership in the Union or because of activities on behalf of the Union that are lawful and not in violation of this Agreement.

(B) Neither the Union, nor its representatives, nor the employees represented by the Union will discriminate against, interfere with, intimidate, or coerce any employee because of such employee's desire or intent to join or refrain from engaging in Union activities.

(C) Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on account of race, color, sex, age, religious beliefs, national origin, or disability, in admission or access to, or treatment or employment in, its programs and activities. The Chief Steward for the Union and the City Personnel Director for the City of Marshalltown shall jointly coordinate compliance.

Section 3. The Employer shall deduct each pay period from the wages of employees, for whom individually written requests have been submitted, union dues for the current pay period in the amount designated in writing by the Union to the Employer. Each month the Employer shall remit the funds so deducted to the appropriate official of the Union designated by the Union in writing for the receipt of such funds. The Employer will furnish the Union with a list of those employees for whom deductions have been made in each pay period and the amount of such deductions. An Employee may terminate his or her dues checkoff at any time by giving thirty days written notice to the Employer. The Employer shall have no obligation to deduct or collect monthly dues from a Bargaining Unit member whose net pay for the payroll period after all other deductions is insufficient to cover the total authorized deductions for that pay period. The Bargaining Unit member will hold the Employer harmless against any claims or lawsuits instituted or any losses incurred because of the Employer's performance of its obligation.

ARTICLE 2
RIGHTS AND OBLIGATIONS OF PARTIES

Section 1.

(A) The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities. The Employer will be the sole judge of the quality and nature of work performed by the employees. The Employer maintains the right to, but is not limited to: direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work or for other legitimate reasons; determine and implement methods, means, assignments, and personnel by which the Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Employer; initiate, prepare, certify and administer its budget; and exercise all powers and duties granted the public employer by law.

(B) The Employer has the right to put into effect rules and regulations which are not in conflict with this Agreement.

Section 2. The Employer will not engage in any lockout of its employees.

Section 3. The Union will not engage in a strike, work stoppage, or similar forms of interference with the operation and accomplishment of the mission of the Employer.

Section 4.

(A) The Union may conduct business meetings during standby hours and special meetings during duty hours upon approval of the Fire Chief.

(B) The Union may use space as mutually agreed upon at the Fire Station as a Union business office.

Section 5. Employees shall have the right to: organize, or form, join, or assist any employee organization; negotiate collectively through representatives of their own choosing; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by the Iowa Public Employment Relations Act or any other law of the state; and refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees, or assessments or service fees of any type.

ARTICLE 3
CIVIL SERVICE, FEDERAL, AND STATE LAW

Section 1. Matters of probationary period, seniority, promotions, demotions, discharge, suspension, disability, retirement, and other matters established by Federal and State law governing fire departments and the personnel assigned to these departments should not be negotiable for collective bargaining agreements by and between the Employer and the Union.

Section 2. This Agreement is executed by the Employer and the Union with the intent that it complies with all Federal and State laws. Should any valid Federal or State law where the final determination of any board or court of competent jurisdiction render illegal or unenforceable any provisions of this Agreement, such illegality will not affect the remainder of the provisions thereof and the parties within thirty days will forthwith proceed to amend or modify any such provision to rectify that which rendered it illegal or unenforceable.

ARTICLE 4
UNION REPRESENTATION

Section 1.

(A) For purposes of negotiation a new Agreement between the parties upon expiration of this Agreement, the Employer recognizes the Union bargaining committee consisting of such members as the Union may designate.

(B) The Union bargaining committee may during the life of this Agreement, be called into deliberations involving a discussion or clarification of the intent of this Agreement or to negotiate a supplement to this Agreement. Such meetings may be called by either the Employer or the Union. Neither the Union or the Employer is obligated to agree or to accept proposed changes in contractual language.

Section 2. For the purpose of handling grievances in accordance with the procedures set forth in Article 5 of this Agreement and for handling other Union business, the Employer recognizes three (3) Stewards, one (1) on each rotating shift. The Steward will represent the employees on each rotating shift. The Union shall designate those individuals who are to be Stewards.

Section 3. For the purposes of establishing a Joint Occupational Safety and Health Program, the Employer recognizes three (3) Safety Stewards, one (1) on each rotating shift, as members of the Joint Occupational Safety and Health Committee along with the Fire Chief. The Union shall designate those employees who are to be Safety Stewards. One of these three Safety Stewards shall act as the Chief Safety Steward. Each Safety Steward shall represent the employees on their respective shift and the Chief Safety Steward may represent employees on any shift.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 1. A grievance is a difference with respect to the meaning, interpretation, or application of any term or terms of this Agreement between the Employer and an employee or group of employees, or between the Employer and the Union.

Section 2. Grievances will be handled in accordance with the following procedures:

Step 1: Verbally between the Union, the employee or employees, accompanied by their Steward and the Fire Chief. For purposes of this Agreement the Fire Chief shall mean the Chief, or in the

absence of the Chief, the Chief's designated representative. The grievance must be presented to the Fire Chief within **ten (10)** business days of the time the alleged grievance took place or became known to the aggrieved party.

Step 2: The grievance, if not resolved at Step 1, shall be presented in writing to the Fire Chief within ten (10) business days of the Step 1 meeting. The Fire Chief shall notify the Steward of the employee in writing of the decision regarding the grievance within **five (5)** business days of receipt of same.

Step 3: If not resolved at Step 2, the grievant shall request a meeting within five (5) working days with the City Administrator. After their meeting, the employee shall be notified in writing of the City Administrator's decision within five (5) additional working days.

Step 4: If satisfactory settlement is not reached in Step 3, the Union may, within **ten (10)** business days of the City Administrator's written response, inform the City through the Fire Chief, of the Union's intent to pursue the grievance to arbitration. Such notice must be in writing.

Either the Union, the Employer, or the parties jointly, shall within **ten (10)** business days of the written request for arbitration, request that the Public Employment Relations Board appoint a hearing officer to resolve the grievance. In the event that the Public Employment Relations Board is unable to provide a hearing officer, the Union, Employer or the parties acting jointly may, within **ten (10)** business days after written notice from the Iowa Public Relations Board, request a list of five (5) arbitrators from the Federal Mediation Service. The Union and the Employer shall then determine by lot, who shall strike first, the striking process shall continue until one name remains. The name remaining on the list shall be the arbitrator. The Union and the Employer shall cooperate in selecting with the arbitrator a time and place for the hearing. The decision of the arbitrator shall be final and binding on both the Employer and the Union.

Section 3. The cost of the arbitrator shall be paid equally by both parties. The requesting party is responsible for the cost of their own transcripts.

Section 4. The time limits set forth above may be extended at any step of the grievance procedure upon agreement by both parties, provided that the request for an extension is made before the expiration of the original time limit.

Section 5. Grievances may be handled during working hours provided an emergency situation does not exist at the time. If the Fire Chief feels that the grievance procedure is being abused, the Union Bargaining Committee and the Employer Bargaining Committee will be called into deliberations to negotiate a more definite time schedule for when employees may handle grievances.

Section 6. Should either party served with a notice of any grievance by the other party fail or refuse to meet to attempt to settle such grievance within the time limits specified, the aggrieved party shall then consider that the other party has recognized the merits of such grievance and the demands of the party alleging the grievance shall be deemed to have been granted.

Section 7.

(A) The times referred to in this Article shall commence at midnight first following the event called for and each twenty-four hour period thereafter shall constitute a day. A business day shall be defined as a day in which the City Hall is open for regular business. The period shall end at the expiration of the

number of days called for unless the final day falls on a holiday, in which case the time limit shall be extended until the close of the next business day.

(B) All notices, letters or other actions required to be served on the other party shall be delivered as follows:

EMPLOYER:	(1) To the Fire Chief, or if not available
	(2) To the Deputy Fire Chief or the Assistant Chief, or if not available
	(3) To Personnel Director, or if not available
	(4) To City Administrator.
UNION:	(1) To any Union Steward, or if not available
	(2) To any officer of the Union.

ARTICLE 6
JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM

Section 1. It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, death, injuries and illness in the fire service.

Section 2.

(A) Protective devices, wearing apparel, and other equipment necessary to properly protect fire fighters shall be provided by the Employer. These devices, apparel, and equipment shall be inspected by the Joint Occupational Health and Safety Committee on a periodical basis to ensure proper fit, maintenance and replacement.

(B) The Joint Occupational Safety and Health Committee will meet once every six months to discuss safety and health conditions. The two Safety Stewards who are off duty at the time of this particular meeting shall be paid for time spent in attendance at a call back rate of pay.

(C) The Employer or employees shall not restrict the Joint Occupational Safety and Health Committee from any Fire Department facility when investigating health or safety conditions.

(D) The Joint Occupational Safety and Health Committee will be guided by, but not limited to, the following principles:

(1) Make immediate and detailed investigation into each accident, death, or injury to determine the fundamental causes.

(2) Develop data to indicate accident sources and injury rates. Develop uniform reporting procedures.

(3) Inspect the Fire Department facilities to detect hazardous physical conditions or unsafe work methods, including training procedures.

(4) Recommend changes or additions to protective equipment, protective apparel, or devices for the elimination of hazards of fire fighting.

(5) Promote safety and first aid training for Committee members and fire fighters.

(6) Participate in advertising safety and in selling the safety program to the employees through Department meetings.

(E) In line with the goals listed above, the Joint Occupational Safety and Health Committee shall

(1) Make periodic inspections of the Fire Department facilities, at least once every six months.

(2) Make recommendations for the correction of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous conditions.

(3) Revise and analyze all reports of accidents, deaths, injuries, and illness. Investigate causes and recommend rules and procedures for the promotion of health and safety of the fire fighters.

(4) Keep minutes of all joint Occupational Safety and Health Committee meetings and a written report shall be prepared for review at the next committee meeting.

(F) A record shall be kept of accidents, injuries, and illnesses and shall be maintained by the Fire Department. It shall be made available on request to members of the Joint Occupational Safety and Health Committee. Reports shall include all reports required by the Iowa Department of Labor under the Occupational Safety and Health Act of 1970, as amended.

(G) All disputes arising under this article and not resolved by the Joint Occupational Safety and Health Committee shall be considered proper subjects for adjustment under the grievance procedure. Any such grievance shall be investigated and when filed by the Union in accordance with Article 5 of this Agreement shall be introduced at the level immediately preceding arbitration.

ARTICLE 7
SPECIAL PROVISIONS

Section 1. Subject to the approval of the Fire Chief or the Shift Captain, an employee may exchange shifts with another employee. If more than a twelve-hour change is involved, at least twenty-four hours prior notice is required.

Section 2. Employees shall not be expected to furnish cars for work, unless circumstances are such that all Fire Department cars are in use or are receiving maintenance, and transportation is needed for out-of-town trips or for special business. When an employee is required to use a personal vehicle for Fire Department work, said employee shall be paid mileage at the rate prescribed by the State Code of Iowa.

Section 3. The Employer shall provide free and adequate parking space adjacent to all Fire Department stations and facilities for employees.

Section 4. The Employer shall reimburse employees who are assigned to driving and to operation of Fire Department vehicles the entire amount of an Iowa chauffeur's license upon the renewal of such license.

Section 5.

(A) Uniforms, protective clothing, or protective devices required of employees in the performance of their duties shall be furnished without cost to employees by the Employer on a fair wear-and-tear format, with all damaged or worn items submitted to the employer for replacement. The City shall provide each employee with one pair of work shoes, also to be replaced on the fair wear-and-tear basis. In the event that an employee is not able for medical reasons to wear shoes of the type provided by the City, the employee shall be paid the current price of the work shoes, and may apply that amount to the purchase of shoes of his/her preference.

(B) The department shall establish a clothing committee with the objective of assisting the Fire Chief in determining type, style, and specifications of those items required as a normal part of the department's work uniform. The committee shall consist of two representatives from fire administration and three members of Local 16. Meetings will be conducted at least two times per year or more frequently if necessary.

ARTICLE 8
EDUCATION AND TRAINING

Section 1. An employee being required by the Employer to attend classes outside of regular duty hours in work related courses shall have tuition and books for such classes paid for by the Employer and the employee shall be paid at one and one-half his/her straight hourly pay rate for the time spent in attendance at such classes.

Section 2. The Employer will refund in full to the employee the cost of tuition and books for the completion of a formally organized work related course of instruction that is voluntarily taken by the employee and which meets with the following:

(A) Employees may trade duty time or take time off subject to manning levels to permit them to attend a course of instruction.

(B) Additionally, the City's Educational Assistance Policy as attached shall be followed.

ARTICLE 9
LAYOFF

Section 1. In the event that it becomes necessary to reduce the work force, layoffs shall begin with the employee or employees with the least amount of service time, and shall be subject to continue on the basis of seniority.

Section 2. When calling employees back to work from a layoff, recall shall begin with the employee or employees with the most amount of service time, and shall be subject to continue on the basis of seniority. No new employee shall be hired until all employees on layoff have been given the opportunity to return to work.

Section 3. Seniority will be determined from the first date on which service was actually performed and not from the date the employee was hired. If two (2) or more employees commenced work on the same date, the employee with the highest placement on the Civil Service list shall be found to have the greatest seniority. The employer will maintain a seniority list and shall update and submit said list to the Union on an annual basis.

ARTICLE 10
LEAVES OF ABSENCE

Section 1. Personal Leave. A leave of absence for personal reasons may be granted to an employee upon advance written request of an employee to the Fire Chief and to the Union. Leaves requested must be for good and sufficient reasons and are subject to the approval of the Fire Chief. A request for leave must be filed **ten (10)** calendar days prior to the beginning of the proposed leave, unless an emergency situation is prevalent, in which case the employee and the Fire Chief will work out an arrangement. A personal leave of absence shall not exceed thirty days in any calendar year. If it becomes necessary, the employee may request that the leave be extended beyond **thirty (30)** calendar days, in which case the employee must apply for an extension of such leave to the Fire Chief prior to the expiration of the original leave of absence. During the period of absence, the employee shall not engage in gainful employment, unless such employment is approved by the Fire Chief. All personal leaves of absence will be without pay.

Section 2. Special Leave. The Fire Chief, with the approval of the City Council, may authorize special leaves of absence to employees with or without pay for any period or periods not to exceed one (1) calendar year for the purpose of training in areas related to work through the work of the employee and which will benefit the employee in the City service.

Section 3. Bereavement Leave. In the event of a death in the immediate family, an employee will be granted bereavement leave. The employee will receive four (4) calendar days of bereavement leave for each death incident commencing with the day of death. Such leave shall be in accordance with the following provisions:

(A) The employee's immediate family is defined as parent, parent-in-law, stepparent, grandparent, grandparent- in-law, spouse, brother, brother-in-law, stepbrother, half brother, sister, sister-in-law, stepsister, half sister, child, stepchild, grandchild, niece and nephew.

(B) To qualify for the leave, the employee must notify the Employer, take the time off, and attend the funeral.
(C) The employee shall be paid on the basis of regular straight hourly pay rate for the period of the bereavement leave. Pay for such leave shall not exceed 3 days (24 hours) for employees working 40 hours per week, or 2 days (48 hours) for employees working 49.85 hours per week.
(D) An employee who must travel 250 miles one way or more to a funeral may be granted two (2) extra days of leave to attend the funeral. These two (2) extra days shall be charged against the employee's sick leave allowance. Approval for the additional time must be granted in advance.
(E) If circumstances warrant, **three (3)** additional calendar days may be granted with approval of the Fire Chief. Such additional days shall be deducted from the employee's sick leave.

Section 4. Jury Duty Leave.
When official notification to appear for jury duty is received the employee shall notify the employee's supervisor as soon as possible. An employee called for jury duty will be excused from work during the time served and will receive his or her regular pay for the time he or she would have been scheduled to work. Upon release by the court the employee shall immediately report back to work and at that time shall present proof of jury duty. When the employee receives his or her jurors' duty pay it shall be endorsed and turned in to the City. Any reimbursement for personal mileage or any compensation for days that the employee was not scheduled to work for the City, may be kept by the employee or shall be returned to the employee if included with the juror's duty pay check.

Section 5. Emergency Leaves. In case of emergency, an employee shall attempt to obtain a replacement. If a replacement is not obtained and an emergency leave is taken, the time lost may be used as comp time if comp time is available, or will be deducted from future pay checks. It is recognized that an employee does not need to specify the nature of the emergency as long as a true emergency does exist and they declare it to be a personal emergency, however, the employee is requested to give a general explanation for the requested leave to the employee's immediate supervisor.

Section 6. Returning from Leave.
(A) Failure of an employee to return to work at the end of an authorized leave of absence period or extension thereof may be just cause to terminate the employee's seniority, and employment with the Employer, unless the employee can establish a reason acceptable to the Employer for not returning to work when expected.
(B) With advance approval from the Fire Chief, an employee on leave of absence may return to work prior to the expiration of the leave of absence. Such employee shall give the Employer as much advance notice as possible of any early return to work.
(C) An employee on leave shall continue to accrue seniority and shall continue to be entitled to all benefits of this Agreement, except when the employee is on leave without pay.

Section 7. Family and Medical Leave Act. The City's Family and Medical Leave Act policy, which is in compliance with the final Family and Medical Leave Act final regulations, shall be followed.

ARTICLE 11
SICK LEAVE

Section 1. Sick Leave. An employee shall be entitled to sick leave with pay. Such leave shall be governed by the following provisions:
(A) An employee shall start accruing sick leave from the starting date of employment.

(B) Sick leave for employees working forty (40) hours per week shall accrue at the rate of one-half (1/2) day (4 hours) per two (2) week pay period. Sick leave for employees working 49.85 hours per week shall accrue at the rate of one-fourth (1/4) day (6 hours) per two (2) week pay period.

(C) Unused sick leave credit may be accumulated up to a maximum of one hundred thirty (8 hour) days for employees working forty (40) hours per week, and up to a maximum of sixty (24) hour days for employees working 49.85 hours per week

(D) The minimum amount of time charged as paid sick leave shall be one hour per incident. After the one hour minimum, sick leave will be allowed to be charged in fifteen minute increments.

(E) Paid sick leave will be allowed for the employee's own doctor, dentist, or vision exam, but may not be used for another individual's doctor, dentist, or vision exam.

(F) Sick leave shall accrue during the period of "sick leave with pay."

(G) Sick leave will be administered as follows:

(1) An employee eligible for sick leave with pay may use such sick leave for absence due to illness, exposure to contagious disease, or off-duty injuries.

(2) Request for sick leave should normally be made before the employee is regularly scheduled to report for duty. An employee on sick leave shall inform the Shift Supervisor and/or Fire Chief of the fact and the reason therefore as soon as possible. Failure to do so before 6:30 a.m. may be cause for denial of pay for the absence.

(3) Doctor's Certificate. The Shift Supervisor and/or the Fire Chief has the right to verify the reported illness of an employee, and may require a doctor's certificate for absence due to sickness. Their certificate must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence. The third duty day of illness will require a doctor's certificate.

(4) Sick leave will be authorized as chargeable only when used on regularly scheduled work days or work periods.

(H) Upon service retirement defined by Iowa Code Chapter 411.6 (1) (a) OR retirement due to a disability, either work-related or non-work related, and the employee qualifies for either Social Security benefits or disability benefits defined by Section 411 of the Code of Iowa (either ordinary or accidental) an employee will be entitled to payment of twenty-five percent (25%) of the employee's accrued sick leave, subject to the previously outlined maximum number of hours that may be accumulated.

Section 2. Maternity Leave. In the event of pregnancy, an employee shall be granted a leave of absence which shall commence when the employee's physician deems it necessary, and shall end six (6) weeks after the date of birth. An employee may return to her regularly assigned job or work prior to the expiration of six (6) weeks leave, or the leave of absence may be extended by mutual agreement between the parties beyond six (6) weeks after the date of birth, provided the employee presents a satisfactory medical certificate. During the period of absence, the employee shall not engage in gainful employment. Any accumulated sick leave credit may be used for maternity leave.

Section 3. Returning from leave.

(A) Failure of an employee to return to work at the end of an authorized sick leave or maternity leave, or extension thereof, may be just cause to terminate the employee's seniority and employment with the Employer, unless the employee can establish a reason acceptable to the Employer for not returning to work when expected.

(B) An employee on sick or maternity leave may return to work prior to the expiration of his or her sick leave or maternity leave. Such employee shall give the Employer as much advance notice as possible of his or her early return to work.

(C) An employee on leave shall continue to accrue seniority and shall continue to be entitled to all benefits of this Agreement, except when the employee is on leave without pay.

ARTICLE 12
HOLIDAYS

Section 1.

(A) Employees working forty (40) hours per week shall receive eight (8) hours pay for the following holidays not worked:

New Year's Day	Fourth of July	Christmas Day
Good Friday	Labor Day	Floating Holiday
Memorial Day	Veterans' Day	Two (2) Personal Days
	Thanksgiving	

The Mayor shall determine the date on which the floating holiday will be observed. The employee may observe two (2) Personal Days within the calendar year, at the discretion of the Fire Chief.

(B)Employees working 49.85 hours per week shall receive $150.00 Bonus Pay for working Thanksgiving or Christmas holidays during the term of this Agreement. Only those persons actually working the aforementioned holidays shall be eligible for this Bonus Pay. Holiday Bonus Pay shall commence with the duty shift for that day at 0700 hours. Employees working less than 24 hours shall be paid on a pro-rated basis by dividing$150.00 by 24 hours and multiplying by hours actually worked.

Section 2. If an employee working forty hours per week works on a holiday, the employee shall receive payment for the number of hours worked on that day plus eight (8) hours holiday pay.

Section 3. All holiday pay will be paid on the basis of the employee's regular straight hourly pay rate.

Section 4. An employee shall forfeit the right to payment for any holiday or holiday vacation if that employee has an unexcused absence on the last regular work day preceding the holiday or holiday vacation, or on the next regular work day following the holiday or holiday vacation. An employee who is absent the regular work day preceding the holiday or holiday vacation and/or the regular work day following the holiday or holiday vacation for the reasons set out below will not be disqualified for holiday pay by reasons of such absence:

(A) A work incurred injury requiring the employee to be off duty.
(B) Jury duty.
(C) Confining illness or injury of the employee, substantiated by a statement by the attending physician establishing medical necessity.

(D) Absence authorized by the Employer by reason of illness or a family emergency, occurring after an employee has reported to work on the day preceding or following a holiday or holiday vacation.
(E) Absence authorized by the Employer because of good and sufficient reason presented by the employee.

ARTICLE 13
VACATIONS

Section 1.

(A) Paid vacations will be granted each year to employees in accordance with the following schedule:

After one (1) year continuous employment	One (1) week
After two (2) years continuous employment	Two (2) weeks
After five (5) years continuous employment	Three (3) weeks
After twelve (12) years continuous employment	Four (4) weeks
After twenty (20) years continuous employment	Five (5) weeks

(B) Years of total continuous employment for the above vacation plan shall be computed from January 1 of the employee's employment year. Paid vacations for time as herein provided must be taken between January 1 and December 31.

(C) Employees shall take their vacations in one (1) week segments or multiples thereof. This paragraph does not apply to the vacation time of those personnel working a normal forty (40) hour week, who may take vacation time in increments of four (4) hours at a time.

(D) Employees eligible for paid vacations shall submit their vacation preferences in writing to the Fire Chief by January 1 of each year. The Fire Chief shall work out the vacation schedule for the department, giving consideration and preference to seniority and the desires of the employees, while retaining the necessary work force, or making temporary transfers if needed to accommodate a practical vacation schedule.

Section 2. All employees entitled to a paid vacation shall be paid for such vacation on the basis of their regular straight hourly pay rate. No employee shall receive vacation pay at an overtime rate.

Section 3. The vacation of an employee who enters into or returns from the Armed Forces of the United States shall be granted in accordance with the requirements of applicable Federal and State laws.

Section 4. If an employee under this vacation plan is laid off by reduction of the work force, retires on length of service or due to disability arising in service from the line of duty; or resigns from a position of employment, earned or credited vacation time during the year in which such event occurs, shall be computed on a pro-rata basis from the employee's anniversary date of employment and shall be paid to the employee or deducted from the employee's final pay. Such pay will be considered as severance pay and will be paid in lieu of earned vacation. Resignations from employment must be preceded by at least two (2) weeks written notice from the employee to the Fire Chief in order for allotted vacation pay to be paid. The Fire Chief may waive this notice requirement if circumstances warrant it.

Section 5. If for some reason the City requires the employee to be on duty during a regularly scheduled vacation period, and the City requirements are such that it cannot be rescheduled or arranged for a later date, then the employee will be paid the hourly rate for the vacation time worked. And if recalled, time and a half with two hour minimum.

Section 6. An employee who is a member of the bargaining unit shall be allowed to carry over one (1) week of vacation per year. Requests shall be in writing.

ARTICLE 14
BREAK TIME

Section 1. Coffee Break. Coffee breaks will be limited to two fifteen minute periods. There will be one fifteen minute coffee break in the morning and one in the afternoon.

Section 2. Lunch Break. Lunch break will be two (2) hours in duration; however, during this two (2) hour period, the fire desk will be manned by on-duty personnel, and no overtime or compensatory time will be paid.

ARTICLE 15
GROUP INSURANCE

Section 1. All full-time permanent employees and their dependents are eligible for coverage under the Employer's group insurance policy which it has in force.

Section 2.

(A) The Employer's group insurance coverage will remain as nearly the same as, or better than, that which is presently in force as jointly determined by the Union and the Employer. The intent of this clause is not to prohibit the Employer from changing insurance carriers but to insure that any reduced coverage changes are minimal.

(B) Effective July 1, 2003, employees shall be covered by the City's Preferred Provider (PPO) plan. Employee deductibles when using PPO providers or if out-of-area shall be $250 per individual or $500 per family. Employee deductibles when not using PPO providers shall be $500 per individual or $1,000 per family. The PPO, non-PPO, and out-of-area deductibles are mutually satisfying. The dental deductible shall be $50 per individual or $100 per family.

(C) A representative from the Bargaining Unit will be appointed by the Bargaining Unit and will serve on the City's Employee Benefit Committee to discuss and maintain group insurance benefits. The representative will attend the Insurance Committee Meetings, or send an alternate representative, and shall act as a liaison between the Committee and the Union working toward group insurance coverage that will be acceptable and beneficial to the employees and to the City. Any significant changes in the group insurance plan would be pending approval of the Union.

Section 3. The Employer will pay eighty-five percent (85%) of the cost of health insurance coverage and the employee will pay fifteen percent (15%). The amount paid by the employee will be rounded to the nearest fifty cents ($.50). The City's Insurance Reserve Fund will provide a minimum of $10,000 of life insurance coverage at no cost to the employee.

Section 4. A new full-time permanent employee is eligible for coverage under this insurance plan on the first day of the month following or coinciding with one month of full-time employment.

ARTICLE 16
KELLY DAYS

Section 1. Except to accommodate personnel transfers, beginning July 1, 1990, the standard work cycle is a period of twenty-seven days. During the twenty-seven day cycle, each individual will work 192 regular hours consisting of eight twenty-four hour shifts. One twenty- four hour shift worked by the crew will be an off shift for the individual firefighter.

Section 2. Bargaining unit members will select their Kelly Days by seniority.

Section 3. Kelly Days will be selected one cycle (27 days) in advance.

Section 4. Bargaining unit members will be allowed to double up on each Kelly Day during the twenty-seven day cycle. Doubling up will be selected by crew seniority and will be subject to minimum manning requirements.

Section 5. The Union recognizes the right of the City to reschedule a Kelly Day in order to properly staff a shift. The City agrees to abide by the Everett Manship grievance regarding overtime pay if the City reschedules a Kelly Day with less than seven days' notice before the scheduled day off. If the City reschedules a Kelly Day with less than seven days' notice, the bargaining unit member shall receive twenty-four hours of additional pay at the rate of one-half times their regular hourly pay rate. If the Kelly Day cannot be rescheduled in the work cycle, the bargaining unit member shall receive twenty-four hours of pay at one and one-half times his/her regular hourly rate in lieu of the Kelly Day.

Section 6. The Union agrees to let the City schedule the Kelly Days, the first cycle of the calendar year to accommodate crew transfers.

Section 7. The Union and the City agree that this Article, and not PERB case No. 3637, represents the complete and final settlement of this matter.

ARTICLE 17
WAGES

Section 1. Longevity pay and EMT pay is incorporated into the salary schedules.

The annual salary figure effective July 1, 2005, for each classification of employment will be the annual salary from July 1, 2004, multiplied times 103%. Those annual amounts will be rounded to the nearest cent, and divided by the number of annual hours worked (either 2592 or 2080) to determine an hourly rate of pay. Those hourly amounts will be rounded to the nearest cent. The new hourly amounts will be multiplied times the annual hours worked (either 2592 or 2080) to create the final annual base salary. The payroll system will pay 1/26th of that amount each pay period as the base salary. As 2592 hours are not evenly divisible by 26 pay periods, this will result in a slight deviation from the annual salary figure for which no adjustment will be made.

Effective July 1, 2006, the same calculation as in the previous paragraph shall be made based on the July 1, 2005, wage schedules with an increase in a range of no less than 102.75% nor greater than 103.25%. The increase shall be determined by the CPI-U Midwest Region April percentage for the 12-month percentage change chart, as published by the Bureau of Labor Statistics. (www.bls.gov). The Union and the City will meet on or around June 1st 2006 to certify the percentage figure and approve the new salary schedule.

Effective July 1, 2007, the same calculation as in the previous paragraphs shall be made based on the July 1, 2006, wage schedules with an increase in a range of no less than 102.75% nor greater than 103.25%. The increase shall be determined by the CPI-U Midwest Region April percentage for the 12-month percentage change chart, as published by the Bureau of Labor Statistics. (www.bls.gov). The Union and the City will meet on or around June 1st 2007 to certify the percentage figure and approve the new salary schedule.

Section 2. The straight hourly and annual base pay rates for the positions within the bargaining unit are listed as follows:
When used in this article "hourly rate" means base wages only and does not include classifications, fringe pay or any other economic benefit.

	2005-2006			
	Schedule A		Schedule B (EMT)	
	Hourly	Annual	Hourly	Annual
Firefighter (2592 hrs)	$11.98	$31,052.16	$12.23	$31,700.16
Firefighter 1 year	$14.85	$38,491.20	$15.07	$39,061.44
Firefighter 3 years	$15.56	$40,331.52	$15.79	$40,927.68
Firefighter 5 years	$16.77	$43,467.84	$17.01	$44,089.92
Firefighter 10 years	$17.08	$44,271.36	$17.31	$44,867.52
Firefighter 15 years	$17.22	$44,634.24	$17.43	$45,178.56
Firefighter 20 years	$17.33	$44,919.36	$17.56	$45,515.52
Firefighter 25 years	$17.45	$45,230.40	$17.69	$45,852.48
Lt-Insp (2080 hrs)	$22.33	$46,446.40	$22.62	$47,049.60
Lt-Insp 10 years	$22.71	$47,236.80	$23.00	$47,840.00
Lt-Insp 15 years	$22.89	$47,611.20	$23.19	$48,235.20
Lt-Insp 20 years	$23.02	$47,881.60	$23.32	$48,505.60
Lt-Insp 25 years	$23.21	$48,276.80	$23.47	$48,817.60
Lieutenant (2592 hrs)	$17.92	$46,448.64	$18.15	$47,044.80
Lieutenant 10 years	$18.24	$47,278.08	$18.46	$47,848.32
Lieutenant 15 years	$18.35	$47,563.20	$18.59	$48,185.28
Lieutenant 20 years	$18.48	$47,900.16	$18.72	$48,522.24
Lieutenant 25 years	$18.61	$48,237.12	$18.84	$48,833.28

Section 3.

(A) Employees working forty hours per week will receive an overtime rate of one-and-one-half (1½) times their regular hourly pay rate for working time spent over 8 hours a day or 40 hours a week.

(B) Employees working 49.85 hours per week will receive an overtime rate of one-and-one-half (1½) times their regular hourly pay rate for working time spent over 24 hours a day or the average 49.85 hours per week.

(C) If an employee who is off duty is called back to work, the employee shall receive a minimum of two hours pay at an overtime rate.

(D) Employees receiving overtime or comp time shall designate at the time of release from duty their preference as to which they receive (overtime or comp time). If no designation is made, overtime pay will automatically be given to the employee in accordance with section A, B, and C. A total accumulation of 120 hours will be allowed in 2005 and a total accumulation of 108 hours will be allowed in 2006. Any excess of the total allowable accumulation shall be in the form of overtime pay. The use of comp time shall be in accordance with the following:

1) Employees with an accumulation of 48 hours or more shall have the first option, by seniority of picking a minimum of one full duty day off.
2) If no employees with 48 hours or more desire time off, the choice will be made on a first-come, first-served basis, no more than one duty day ahead of time
3) Comp time will be approved by the Chief or person in charge of the shift with knowledge of the requirements for manning the duty day requested, prior to any employee taking comp time.
4) The minimum usage of comp time shall be 30 minutes per occasion.
5) The City and the Union agree that once comp time is granted for a 24 hours time period pursuant to paragraphs one and two above, it shall be treated as any other off time, and the employee is not required to report because of manning for that time period, and a callback situation will exist.
6) Employees working 40 hours per week shall be granted comp time with approval of the Chief or his designee.

Section 4. Each employee who is certified as an EMT-A, EMT-B, EMT-I, EMT-P, or EMT-D shall be paid from Wage Schedule B upon receiving that certification. All tuition expenses for initial certification and recertification shall be paid by the City provided the course is passed by the employee.

ARTICLE 18
PRINTING OF AGREEMENT

The City will prepare the final draft of this agreement and the City will print in booklet form 30 copies, to be provided to the Union. The City shall also provide the Union with a digital copy of the agreement in a format that can be computer edited.

ARTICLE 19
DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2005, and shall be in full force and effect through June 30, 2008.

Section 2. Negotiations for a new agreement shall begin no later than September 15, 2007.

Section 3. This Agreement constitutes the entire Agreement between the parties and concludes all collective bargaining for its duration, except as may be otherwise expressly provided in this Agreement.

BARGAINING UNIT
IAFF UNION LOCAL 16:

BY: _____
Wayne Sawtelle, Union President

BY: _____
Mike Hinmon, Chairman

BY: _____
Kevin Horner, Member

BY: _____
Greg Pepper, Member

BY: _____
Ken Gratopp, Member

CITY OF MARSHALLTOWN:

BY: _____
Floyd P. Harthun, Mayor

BY: _____
Larry T. Squiers, Fire Chief

BY: _____
Richard J. Hierstein, City Administrator

ATTEST: _____
Shari Coughenour, City Clerk

3.2 - Educational Assistance Policy

Date Approved by Council: December 23, 1991
Effective Date: December 23, 1991

The City recognizes the importance of continuing education for personal and career growth. In order to provide support toward such educational opportunities for our employees, the following guidelines will apply:

I. Educational assistance shall not be considered an employee right but shall be granted at the discretion of management and shall be a privilege/fringe benefit.

II. **PROVISIONS**

A. Educational assistance will be considered for employees who seek to:

1. Complete their work-related undergraduate degree.
2. Work toward an advanced degree which is work related.
3. Take technical or skill-related courses that are directly job-related and are not offered in-house or through municipal and industry-related schools/courses.

B. An institution selected for classes when working toward a degree must be an accredited four-year college/university or an accredited two-year institution which has allowable transfer of credits.

C. Skill development or job-related courses must be taken through training or development centers which are recognized in the community and endorsed by the City for quality training and are offered on a regular basis through adult education, correspondence or other usual sources.

D. This policy shall not apply to educational programs initiated at the request of the City (e.g., Graduate School of Management/Business) or programs necessary to meet professional requirements such as Police, WPCP, or communication operator certification, or periodic recertification which are addressed in a department's Standard Operating Procedures, State statutes, and training guidelines. Employer required courses are not considered taxable for federal/state income reporting requirements.

III. **ELIGIBILITY**

A. An employee must work full-time on a regularly scheduled basis to be eligible for educational assistance.

B. Eligibility for assistance in an undergraduate degree program will require at least two years of full-time City service with performance ratings which consistently meet or exceed requirements i.e., average or better performance evaluation.

C. Eligibility for assistance in a graduate program requires at least three years of full-time City service with an overall performance appraisal showing consistently above average ratings.

D. Consideration for assistance in technical, or skill-related courses will require at least one year of full-time City service with performance ratings which consistently meet or exceed requirements.

E. All course and degree program selections must ~~relate directly to~~ the employee's current position or a logical career-directed position within the City. This would exclude Core curriculum courses necessary for graduation but not germane to the employee's position or anticipated career path. Questions as to core courses/electives will be determined by a committee comprised of the Personnel Coordinator, City Administrator, one City Council Representative, and the affected employee's Department Head.

F. 1. The maximum reimbursement for college/university related education per employee will not exceed a total cost of $1,000 per fiscal year. Skill courses, will be considered to a maximum reimbursement of $300 per fiscal year. This cap on expenses will include tuition only.

2. Employee's receiving educational assistance under this policy shall not be reimbursed for books (or similar class study materials), lab fees, computer fees, or other incidental expenses, mileage, meals, or lodging.

IV. PROCEDURES

A. The employee shall submit a written request for approval to the employee's direct supervisor outlining the intended course of study, time commitment, and related expense. This requirement must also detail the manner in which the proposed course of study will directly benefit the employee and the City.

B. The written request will then be submitted to the Department Head and to the Personnel Coordinator for consideration and review prior to submission to the City Administrator.

C. A dollar amount will be annually budgeted by program activity, enterprise fund etc., to fund the educational assistance program. All requests for tuition assistance must meet established guidelines.

Requests will be reviewed by the City Administrator and final approval will be based on established guidelines as follows:

1. The course and/or degree program requested must relate directly to the employee's current position or a logical career-directed position within the City.
2. Seniority as stated in eligibility requirements must be met, principally years of service or in the case of competing requests for limited funding, the most senior employee in the Department/Division would gain approval.
3. Performance appraisal ratings as stated in eligibility requirements, III B & C, must be met.
4. Approval of educational assistance requests will be limited by the City's budgeted amount for such assistance. If eligible requests exceed the City's budget, selection will be based on equitable criteria i.e. seniority, business necessity, mandates, previous course work, and reimbursement for education assistance and completion status i.e. degree or certification.

V. FUNDING

A. The employee will be responsible for paying the cost of the course tuition initially. After successful completion of the course with a passing grade of at least a "C" (2.0) and presentation of a copy of an official transcript or Registrar's office Grade Report, the employee may submit a bill for tuition, through their department/division head, to the Personnel Department and the employee will be reimbursed via the Finance Department accounting system, less any funds they are reimbursed from other student aid grants/ scholarships. Said bill/invoice needs to be from the college that shows the amount the college charged the student.

B. Skill courses reimbursement will require an invoice from the course offerer/coordinating entity and proof that course requirements were satisfactorily completed.

VI. CONSIDERATIONS

A. The City must follow all guidelines established by the Internal Revenue Service concerning educational assistance as taxable income.

B. All courses and study will be completed on the employee's own time or on vacation, personal, or compensation time already accumulated. Individual Department/Division flex time type arrangements can be accommodated with Department Head approval and as long as City services/citizen responses do not suffer.

C. The City will ask for an employee signed release and may review Registrar's office transcripts on a periodic basis to evidence achievement toward degree programs approved.

D. All requests for assistance must be submitted and reviewed 45 days prior to school/course registration deadlines and overall department financial request must be planned for in fiscal year budget development cycles.

E. If an employee who has received reimbursement terminates City employment within one (1) year of completion of the course, an amount equal to the full reimbursement must be repaid to the City. If an employee terminates within 2 years, 75% of the reimbursement must be repaid to the City and if termination occurs within 3 years, 50% of the reimbursement will be repaid to the City. A total permanent disability termination or layoff at the City's request will not require reimbursement.

F. The Personnel Coordinator will prepare an annual report that outlines all educational assistance activities during the previous fiscal year, showing employee, department, course(s) taken and reimbursement, and will forward this report to the Mayor, City Council and each of the affected departments.

3 - EMPLOYEE BENEFITS

3.9 - Family and Medical Leave

Revised: December 26, 1995

It is the City's intent to comply with the *Family and Medical Leave Act of 1993*. The following policy was written in accordance with the final regulations as published in the Federal Register on January 6, 1995. Additional definitions and terms are provided in the final regulations and may be used by the City as a guide in determining eligibility and compliance with the Act.

The Act

Public and private employers with at least fifty workers are required by the *Family and Medical Leave Act of 1993*, to provide their employees with family and medical leave under certain limited circumstances. The law applies equally to both male and female employees.

Covered employers are required to provide eligible employees up to 12 weeks of unpaid leave in any 12-month period. A husband and wife who are eligible for FMLA leave and are both employed by the City are permitted to take only a combined total of 12 weeks of leave during any 12-month period if the leave is taken because of the birth of the employees' son or daughter or because of the placement of a son or daughter with the employees for adoption or foster care in order to care for such son or daughter or to care for a parent (but not a parent-in-law) with a serious health condition.

The provisions of the FMLA take effect on August 5, 1993, except for employees working under collective bargaining agreements the effective date will be the earlier of the date the agreement terminates or February 5, 1994.

Eligibility for Leave

To be eligible for the leave, employees must have worked for the City for at least 12 months [not necessarily consecutive months] and have worked at least 1,250 hours for the City during the previous 12-month period.

All paid leave available for the employee's use, such as vacation, personal time or sick leave in the case of the employee's own serious health condition must be used prior to the use of a leave under the FMLA. The paid leave will be used to satisfy part or all of the act's 12-week mandated family and medical leave.

The Act does not require the City to provide paid sick leave in any situation in which the City would not normally provide paid sick leave.

Entitlement to Leave

Entitlement to leave under the *Family and Medical Leave Act of 1993*, is limited to the following:

* Because of the birth of a son or daughter of the employee or because of the placement of a son or daughter with the employee for adoption or foster care in order to care for such son or daughter. Expiration for entitlement to leave granted for this reason shall expire at the end of the 12-month period beginning on the date of such birth or placement;
* In order to care for the spouse, or parent, or child (under age 18 or an adult child who cannot care for himself or herself), of the employee, if such spouse, child or parent has a serious health condition;
* Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Advance Notice, Medical Certification and Progress Reports

The employee will be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

* An employee must provide 30 days advance notice when the leave is foreseeable. If 30 days notice is not practicable, such as because of a lack of knowledge of when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

* The City shall require medical certification to verify the severity of the illness or condition to support a request for leave because of either the request to care for an employee's seriously ill family member or because of a serious health condition that makes the employee unable to perform the functions of the employee's job. Employees must provide certification in a timely manner unless it is not practicable to do so under the circumstances. Certification shall be on

the WH-380 medical certification form, published by the U.S. Department of Labor. The City may request recertification every 30 days unless conditions exist that allow the City to request recertification sooner than the expiration of 30 days.

The City may require a second medical opinion, and if in conflict with the initial opinion, a binding third opinion. Both the second and third opinion shall be at the City's expense.

* An employee on medical leave due to the employee's own serious health condition may not return to work without a fitness-for-duty medical release from the health care provider who has been treating the employee for that condition stating that the employee has the capability to perform the assigned tasks as outlined in the employee's position description. A statement from a health care provider merely stating that the employee may return to work will not constitute a fitness-for-duty medical release and will not be accepted by the City as evidence of a capability to return to work.

* The City shall request periodic progress reports from an employee on leave regarding the employee's status and intent to return to work. The City may replace an employee who is on leave for the duration of the leave.

Job Benefits and Protection

* Employees taking leave under the Act are entitled to receive health benefits during the leave on the same terms and at the same percent of premium payment as if they had been at work throughout the leave, if the employee was covered by the City's group health plan prior to the leave.

* If the employee is on unpaid leave the employee's share of the group health premium shall be due from the employee on each payday that the premium would have been deducted from the employee's payroll check if the employee were not on unpaid leave. The employee will be required to pay the premium to the City Clerk's office on or before 5:00 p.m. on the regularly scheduled day that payroll checks from which insurance deductions are made, are distributed to City employees. The City's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late.

* If the employee fails to return from leave, the City shall have the right to recover the City's share of the premium for maintaining the group health coverage during any portion of an unpaid leave unless the employee is *unable* to return to work at the end of the leave due to circumstances beyond the employee's control, such as the continuation, recurrence, or onset of a serious health condition.

* Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Special provisions concerning key employees (employees who are among the highest paid 10% of all City employees) will be reviewed on a case-by-case basis at the time the key employee requests FMLA leave or as soon as practicable after receipt of a request for leave.

* The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave, however, seniority and other employment benefits will not accrue during any unpaid portion of the leave.

The City shall not discharge or discriminate against any person for lawful use of any rights or privileges extended by the FMLA.