Sioux City	Sioux City Prof. FF Assn. #7	7/1/2003	6/30/2007

Sioux City / FF #7 03-07

AGREEMENT

BETWEEN THE CITY OF SIOUX CITY

AND

THE SIOUX CITY PROFESSIONAL FIRE FIGHTER'S ASSOCIATION

LOCAL 7, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

(AFL-CIO-CLC)

JULY 1, 2003 - JUNE 30, 2007

AGREEMENT
BETWEEN THE CITY OF SIOUX CITY
AND
THE SIOUX CITY PROFESSIONAL FIRE FIGHTER'S ASSOCIATION
LOCAL 7, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
(AFL-CIO-CLC)

JULY 1, 2003 TO JUNE 30, 2007

Resolution: 2003-000291
Passed and approved: April 7, 2003

TABLE OF CONTENTS

ARTICLE I	**RECOGNITION**		**1**
	1.01		1
ARTICLE II	**UNION-MANAGEMENT RELATIONS**		**1**
	2.01		1
	2.02		1
	2.03		1
	2.04		1
	2.05	Complete Agreement	2
	2.06	Management Rights	2
ARTICLE III	**PAYROLL DEDUCTIONS**		**2**
	3.01		2
	3.02		2
	3.03		2
ARTICLE IV	**COMPENSATION**		**3**
	4.01	Salary	3
	4.02	Paydays	3
	4.03	Allowances	3
	4.04	Special Fees	3
	4.05	Shift Differential	3
	4.06	Temporary Assignment	3
	4.07	Longevity Pay	4
	4.08	Witness Pay	4
	4.09	Retirement Severance Pay	4
	4.10	Licenses and Certificates	4
	4.11	Deferred Compensation	4
ARTICLE V	**WORK SCHEDULE**		**5**
	5.01	Three Platoon Personnel	5
	5.02	Eight Hour Personnel	5
ARTICLE VI	**OVERTIME PAY**		**5**
	6.01		5
	6.02		5
	6.03		5
	6.04		5

ARTICLE VII	**AUTHORIZED LEAVE**		**5**
	7.01	Vacation	5
	7.02	Holidays	8
	7.03	Schedule of Vacation and Holiday Shift Time	9
	7.04	Military Leave	10
	7.05	Jury Leave	10
	7.06	Leave Without Pay	10
	7.07	Absence Without Leave	10
	7.08	Injury Leave	10
	7.09	Funeral Leave	10
	7.10	Sick Leave	11
	7.11	Appearance Required by Subpoena	12
ARTICLE VIII	**INSURANCE**		**12**
	8.01	Hospital-Medical/Surgical and Dental Insurance	12
	8.02	Life Insurance	14
ARTICLE IX	**FOOD ALLOWANCES**		**14**
	9.01		14
ARTICLE X	**UNIFORM ALLOWANCES**		**14**
	10.01		14
	10.02		14
	10.03	Uniform Allowance Carryover	15
	10.04	Protective Equipment	15
ARTICLE XI	**SAFETY**		**15**
	11.01		15
ARTICLE XII	**PROBATIONARY PERIOD**		**15**
	12.01		15
ARTICLE XIII	**PERSONNEL FILE**		**15**
	13.01	Fire Fighter File	15
ARTICLE XIV	**PHYSICAL EXAMINATION**		**16**
	14.01		16

ARTICLE XV	**UNION LEAVE**	**16**
	15.01	16
ARTICLE XVI	**GRIEVANCE PROCEDURE**	**17**
	16.01 Definition	17
	16.02	17
	16.03	17
	16.04 Fire Fighter Release	17
	16.05 Procedure	17
ARTICLE XVII	**SENIORITY**	**19**
	17.01	19
ARTICLE XVIII	**AMENDMENT PROVISIONS**	**19**
	18.01 19	19
ARTICLE XIX	**SAVINGS CLAUSE**	**19**
	19.01	19
ARTICLE XX	**TRANSFERS**	**20**
	20.01	20
ARTICLE XXI	**TRADING TIME**	**20**
	21.01	20
	21.02	21
	21.03	21
ARTICLE XXII	**NONDISCRIMINATION STATEMENT**	**21**
	22.01	21
ARTICLE XXIII	**BULLETIN BOARD - VISUAL COMMUNICATORS**	**21**
	23.01	21
	23.02	21
	23.03	22
ARTICLE XXIV	**FIRE FIGHTER'S COPY OF AGREEMENT**	**22**
	24.01	22

ARTICLE XXV	**MAINTENANCE OF STANDARDS**		**22**
	25.01		22
ARTICLE XXVI	**DURATION OF AGREEMENT**		**22**
	26.01	Term	22
	26.02	Automatic Extension	22
ARTICLE XXVII	**EVALUATION PROCEDURES**		**23**
	27.01	Required Evaluations	23
	27.02	Evaluation Conference	23
	27.03	Employee Response	23
	27.04	Evaluation Form and Criteria	23
	27.05	Right To Grieve	23

APPENDIX "A"

AGREEMENT
BETWEEN THE CITY OF SIOUX CITY
AND
THE SIOUX CITY PROFESSIONAL FIRE FIGHTER'S ASSOCIATION
LOCAL 7, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
(AFL-CIO-CLC)
JULY 1, 2003 TO JUNE 30, 2007

POLICY

This Agreement entered into by the City of Sioux City, Iowa, hereinafter referred to as the "City" and the Sioux City Professional Fire Fighter's Association, Local 7, (AFL-CIO-CLC) hereinafter referred to as the "Union" has as its purposes the promotion of harmonious and cooperative relations between the City and the Union, to prevent interruptions of work and interference with the efficient operation of the Sioux City Fire Department, and to provide an orderly procedure for the fair and prompt adjustment of grievances.

ARTICLE I

RECOGNITION

1.01 Pursuant to and in accordance with Section 16 of the "Public Employment Relations Act" of the State of Iowa, hereinafter referred to as the "Act" and in recognition of the Public Employment Relations Board's certification dated June 11, 1975, of said Sioux City Professional Fire Fighter's Association, Local 7, (AFL-CIO-CLC) the City does hereby recognize the Union as the exclusive bargaining representative for all uniformed members of the Sioux City Fire Department including Privates, Lieutenants and Captains, but excluding the Fire Chief, Assistant Chiefs, Fire Marshal, Training Officer, Clerical, Mechanics, and all other persons excluded by Section 4 of the Act. The personnel in the above positions covered by this Agreement are hereinafter collectively referred to as "fire fighter(s)."

ARTICLE II

UNION-MANAGEMENT RELATIONS

2.01 All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the City.

2.02 Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representatives of the parties.

2.03 The City and the Union each agree not to interfere with the right of fire fighters to become or not to become members of the Union, and there shall be no discrimination, or coercion against any fire fighter because of Union membership or nonmembership, or by reason of a fire fighter holding an office in the Union.

2.04 There shall be no discrimination in wages, hours and working conditions because of membership or nonmembership in the Union among fire fighters in the classifications covered by this Agreement.

S.C.C. S.C.P.F.F.A.

2.05 **Complete Agreement**: The Union and the City acknowledge that during the consultation which resulted in this Agreement, each party had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of negotiations, and that the understandings and agreements arrived at between parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the duration of this Agreement and any extensions thereof, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to confer and consult with respect to any subject or matter specifically referred to or covered in this Agreement even though such subject of matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they consulted or signed this Agreement. This Article is not intended to prohibit discussion between the City and the Union on changes in existing practices and changes affected by either the Legislature or Courts during the term of this Agreement.

2.06 **Management Rights**: The Union recognizes that except to the extent abridged by specific provisions of this Agreement, the City reserves and retains all of its rights to manage its own affairs. The rights of Management which are not abridged by this Agreement shall include, but are not limited to, its right to determine the services and level of services to be offered by the City Council of the City of Sioux City, Iowa, to establish or continue policies, practices and procedures for the conduct of the operation of the City and from time to time to change or abolish such policies, practices or procedures, the right to determine and from time to time to re-determine the types of operations, methods and processes to be employed, to discontinue processes or operations or to discontinue their performance by employees of the City, to determine the number and types of employees required, to assign work to such employees in accordance with requirements determined by the employer, to establish and change work schedules and assignments, to schedule and assign overtime as determined necessary, to transfer, promote or demote employees, or lay off, terminate or otherwise relieve employees for lack of work or other legitimate reasons, to determine the fact of lack of work, to discipline for cause, and otherwise to take such measures as the employer may determine to be necessary for orderly and efficient operation of the public service.

ARTICLE III

PAYROLL DEDUCTIONS

3.01 The City agrees to make regular deductions from the salary of each fire fighter who has provided the City with a written authorization therefore, for monthly Union dues and remit the amount so deducted to the designated Union official. The Union will notify the City in writing of the exact amount of such membership dues to be deducted. Such authorization may be revoked at any time by a fire fighter upon thirty (30) days prior written notice to the City.

3.02 The Union agrees to indemnify and hold the City harmless against any claims of any type arising out of the operation of Section 3.01 of this Article.

3.03 Eligible fire fighters may authorize deductions from their pay for the following purposes:

a. U. S. Savings Bonds
b. United Way
c. Hospital-Medical/Surgical and Dental Group Insurance to an Approved Company
d. Credit Union
e. Group Life Insurance to an Approved Company

S.C.V. S.C.P.F.F.A.

f. Deferred Compensation
g. Group Auto Insurance
h. Fire PAC check off program

ARTICLE IV

COMPENSATION

4.01 **Salary**: The biweekly salary rate for positions covered by this Agreement shall be determined as set forth in Appendix A of this Agreement.

4.02 **Paydays**: The City shall pay for fire fighter services on a biweekly basis with payday being the Friday following the end of each biweekly pay period. If the payday falls on a holiday, payment shall be made on the preceding regular workday. Payment, exclusive of deductions, shall be by direct deposit to the financial institution designated by the employee.

4.03 **Allowances**: Compensation shall not be considered to include allowances for travel, meals, lodging and tuitions or registration fees which shall be paid by the City when authorized and approved by the Fire Chief.

4.04 **Special Fees**: Total compensation and other authorized allowances shall be in lieu of any special fees or compensation which a fire fighter may be authorized by law to collect. Such fees or other compensation shall be paid to the City Treasurer in full, as required by the Finance Director.

4.05 **Shift Differential**: A shift differential of twenty (20) cents per hour will be paid all fire fighters assigned to a twenty-four (24) hour shift, for the eight (8) hours worked between 4:00 p.m. and 12:00 a.m.

A shift differential of thirty (30) cents per hour will be paid all fire fighters assigned to a twenty-four (24) hour shift, for the eight (8) hours worked between 12:00 a.m. and 8:00 a.m.

4.06 **Temporary Assignment**: Fire fighters holding the rank of "Private" in the Fire Department who are required to act in the capacity of an officer for twenty-four (24) consecutive hours or more shall be eligible for and paid Lieutenant's pay during the time he/she holds this acting rank.

Fire fighters holding the rank of "Captain" or "Lieutenant" in the Fire Department who are required to act in the capacity of an Assistant Chief for twenty-four (24) consecutive hours or more shall be eligible for and paid Assistant Chief's pay during the time he/she holds this acting rank. For forty (40) hour employees this shall be for eight (8) consecutive hours or more.

When a vacancy other than that set forth above occurs, any fire fighter temporarily filling said vacancy in a position of higher grade for 20 days or more shall receive the salary paid in such higher grade.

Fire fighters holding the rank of "Lieutenant" in the Fire Department who are required to act in the capacity of a Captain for over ten (10) consecutive calendar days shall be eligible for and paid Captain's pay commencing with day eleven (11). Once the qualifications are met, such acting pay will not terminate until the Captain returns to work.

S.C.

S.C.P.F.F.A.

4.07 **Longevity Pay**: Longevity pay shall be $30.00 per month ($13.85 per biweekly pay period).for every five (5) years of continuous service. Fire fighters who have performed satisfactory continuous service for five (5) years shall be eligible for longevity pay at the beginning of the pay period immediately following the completion of the required five (5) years of service.

4.08 **Witness Pay**: Any fire fighters who are required by the City, the State of Iowa, or the Federal Government to testify as witnesses in any case before the Associate District Court of Woodbury County, the Woodbury County District Court, or the United States Federal District Court, at any times other than their regular hours of employment, shall receive overtime at time and one-half for the hours in court or waiting to testify. A minimum of two (2) hours of such overtime shall be paid for such instances with the exception that a fire fighter called to testify within one (1) hour of his/her regular reporting time will receive one (1) hour overtime.

4.09 **Retirement Severance Pay**: A fire fighter who terminates employment and is immediately eligible to receive payment for regular retirement benefits under the provisions of the Fire Fighter's Retirement System shall receive severance pay at the rate of three (3) days pay (33.6 hours) for each full twelve months of service with the City. A fire fighter who terminates employment and is not immediately eligible to receive payment for benefits under the Fire Fighter's Retirement System shall receive severance pay, as outlined in this section, at the time the fire fighter becomes eligible to receive payment for Fire Fighter's Retirement System benefits. Severance pay payable at a date other than the date of termination from service shall be calculated from the wage scale and formula in effect at the date of termination.

Computation of such retirement severance pay shall be on the basis of the fire fighter's regular rate of pay at the time of termination, including longevity pay.

Computation of one (1) day's pay shall be as follows:

$$\frac{\text{Biweekly Salary + Biweekly Longevity}}{\text{10 Days}} = \text{One (1) Day's Pay}$$

4.10 **Licenses and Certificates**: All licenses and/or certificates required by the employer to conduct the business of the employer, other than an Iowa Driver's License, Type 1, shall be paid for by the employer. In the event that the employer requires an employee to possess an Iowa Chauffeur's License, Type 2, the employer shall pay only the difference in cost between the Driver's, Type 1, and the Chauffeur's, Type 2, license.

4.11 **Deferred Compensation**: If an employee contributes to the City's Deferred Compensation Plan (457), the City will make a matching contribution up to the limit stated below. Employees shall use the International Association of Fire Fighters designated deferred compensation plan provider for the City's matching contribution. The City's matching contribution shall be made no less frequently than quarterly following the employee's contribution.

Paydays from:	July 1, 2003 to June 30, 2004	0.25% of Base Salary
	July 1, 2004 to June 30, 2005	0.50% of Base Salary
	July 1, 2005 to June 30, 2006	0.75% of Base Salary
	July 1, 2006 to June 30, 2007	1.00% of Base Salary

S.C.

S.C.P.F.F.A.

ARTICLE V

WORK SCHEDULE

5.01 **Three Platoon Personnel**: Fire fighters assigned to the three platoon shift shall be scheduled for duty as follows:

One twenty-four (24) hour period on duty followed by two (2) consecutive twenty-four (24) hour periods off duty.

5.02 **Eight Hour Personnel**: Fire fighters assigned eight hour shifts shall be scheduled for five (5), eight hour duty periods followed by two (2) days off.

ARTICLE VI

OVERTIME PAY

6.01 Fire fighters who are required to work in excess of their regular workweek shall be reimbursed for hours worked in excess of their regular workweek at an overtime rate as shown below.

6.02 When a fire fighter is called for overtime work, the fire fighter shall be paid for a minimum of two (2) hours.

6.03 The hourly overtime rate for the uniform fire service shall be computed as follows: Biweekly rate divided by ten (10) days, divided by eight (8) hours, multiplied by 1.5 equals the hourly overtime rate. Overtime shall begin after a twenty-four (24) hour shift has been completed.

6.04 When requested by a fire fighter and when authorized by the Fire Chief, time off at the rate of one and one-half (1½) the overtime hours worked by a fire fighter will be granted in order to compensate for and in lieu of overtime cash payment.

ARTICLE VII

AUTHORIZED LEAVE

7.01 **Vacation**: Fire fighters shall be entitled to leaves of absence with full pay for vacation periods. Vacation leave may not be waived by a fire fighter except with the written approval of the Fire Chief. In the event that full vacation leave cannot be taken, unused vacation leave not to exceed one (1) working week, five (5) workdays for fire fighters assigned to an eight (8) hour shift or forty (40) hours per week and seven (7) calendar days for fire fighters assigned to a three platoon shift may, with the approval of the Fire Chief, be carried over from one calendar year to the next. In the event that a fire fighter is required to forego his/her scheduled vacation for the convenience of the City and his/her vacation period cannot be conveniently rescheduled within that calendar year, the fire fighter so affected shall be authorized to carry over his/her vacation period from one calendar year to the next.

S.C.V. S.C.P.F.F.A.

a. **Accrual**:

(1) Fire fighters assigned eight (8) hour shifts (40 hour week) shall be granted vacation as follows:

Years of Continuous Service	Workdays Allowed
After one year	5 workdays
After two years and for each year thereafter, up to and including the seventh year	10 workdays
After seven years and for each year thereafter, up to and including the 12th year	15 workdays
After 12 years and for each year thereafter, up to and including the 20th year	20 workdays
After 20 years and for each year thereafter	25 workdays

(2) Fire fighters assigned three platoon shifts (56 hour week) shall be granted vacation as follows:

Years of Continuous Service	Calendar Days Allowed
After one year	7 calendar days
After two years and for each year thereafter, up to and including the seventh year	14 calendar days
After seven years and for each year thereafter, up to and including the 12th year	21 calendar days
After twelve years and for each year thereafter, up to and including the 20th year	28 calendar days
After 20 years and for each year thereafter	35 calendar days

(3) In computing the length of service rendered by a fire fighter to determine the length of vacation period allowed, the fire fighter shall be credited with the prescribed number of working days upon completion of his/her first full year of service and receive other credit upon completion of his/her second full year. All service rendered by a fire fighter prior to the date of a vacation shall be taken into account.

(4) Credit for vacation leave accumulates during leave with pay except during terminal vacation.

(5) Vacation leave for all fire fighters, except those on a three platoon basis, shall be credited and charged on a working day basis. Fire fighters shall be granted the number of working days for their annual vacation as provided. Fire fighters assigned to a three platoon shift shall be credited and charged with vacation leave in such a manner that they shall receive in any calendar year the equivalent of the vacation described.

b. **Grant**:

(1) Vacations are to be scheduled and taken on a calendar year basis. If additional released time for vacations and/or holidays are negotiated in future years, said schedule shall be implemented beginning with January 1, following the effective date of the Agreement unless otherwise specifically set forth elsewhere in this Agreement.

S.C.

S.C.P.F.F.A.

(2) By October 10, the Assistant Chiefs shall begin contacting fire fighters of their respective platoons in order of seniority based upon their last date of hire as to dates available for vacation purposes.

(3) Each fire fighter, in order of seniority, shall denote his/her choice of vacation period to the Assistant Chief within one duty shift from the date of contact by said Assistant Chief. The Assistant Chief shall contact the next ranking fire fighter by seniority, until all have denoted their choice. All fire fighters must have made their choice by December 10, or forfeit their seniority rights for the purpose of choosing vacation periods.

(4) By January 1, the vacation schedule for the upcoming vacation period for each platoon shall be distributed to each fire station.

(5) Upon request, a fire fighter may divide his/her allowable vacation time in halves or thirds and take each half or third at different times of the year. A fire fighter's vacation time shall be divided in such a manner that each half or third of the allowable vacation time shall be rounded to the nearest whole number, which makes the total of both halves or thirds equal to his/her total allowable vacation time. Such a request by a fire fighter shall not be unreasonably denied by the Fire Chief.

Procedures for splitting vacations shall be in accordance with Section 2, 2.1 of the Fire Department's General Orders. Any changes in this procedure shall be mutually agreed upon between the Fire Chief and the Union Negotiating Committee.

(6) A legally designated holiday that falls during a fire fighter's vacation shall not be charged against the fire fighter's vacation. This would not be applicable to fire fighters working on any of the three platoon shifts.

(7) A fire fighter who transfers from one department to another takes with him/her the balance of his/her unused vacation.

(8) A fire fighter who leaves the employment of the City in good standing and after giving two weeks notice of such termination of employment shall be compensated for vacation leave earned and accrued to the date of separation. A fire fighter who is discharged for cause shall be entitled to the amount of annual vacation leave earned at the time of discharge.

(9) All earned and accumulated annual leave shall be paid to a fire fighter granted military leave.

(10) All terminal vacation pay will be determined from the fire fighter's date of hire, and all unused and accrued vacation shall be paid and included in the final paycheck. In computing an odd number of days accrued, computations will be made to the nearest one-half day for purpose of final payment.

(11) In years when a fire fighter is to be eligible for additional vacation days as set forth in Section 7.03 of this Article, said days shall be scheduled as follows:

S.C.I.C. S.C.P.F.F.A.

(a) In the year of the completion of the length of service requirement set forth in Section 7.03, each eligible fire fighter shall be permitted the corresponding additional vacation authorization.

Examples: A fire fighter completes two years of service during 1994. He/she shall be scheduled for additional vacation-holiday duty shifts authorized in Section 7.01. Vacation time for fire fighters completing their first year shall be scheduled by the Fire Chief as soon as possible after the completion of the respective service requirement.

Fire fighters completing seven years of service during 1994 shall be permitted to schedule additional vacation-holiday leave as authorized in Section 7.01 during said calendar year.

7.02 Holidays:

a. The following calendar days of the year shall be considered to be holidays within the context of this Agreement.

(1)	New Year's Day	January 1
(2)	Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
(3)	Good Friday	Friday Before Easter
(4)	Memorial Day	Last Monday in May
(5)	Independence Day	July 4
(6)	Labor Day	First Monday in September
(7)	Veteran's Day	November 11
(8)	Thanksgiving Day	Fourth Thursday in November
(9)	Day after Thanksgiving	Friday following the Fourth Thursday in November
(10)	Christmas Eve	December 24
(11)	Christmas Day	December 25
(12)	Fire Fighter's Birthday	

And any specially designated holiday given to other City employees.

b. For fire fighters assigned the three platoon shift, the above holidays shall be converted to calendar days in accordance with the following formula: Number of holidays x conversion factor of 11.2 hours for each day = total holiday hours divided by eight hours = total of calendar days credit for use in Section 7.03 below.

Example:

12	Holidays
x 11.2	Hours
134	Hours divided by 8 hours = 17 Calendar days

c. Fire fighters assigned the eight hour shift (40 hour week), shall receive time off for the holidays cited in Section a., above on the days specified therein.

d. Fire fighters who are on leave of absence without pay are not entitled to holiday pay or credit for such pay.

S.C.I.

S.C.P.F.F.A.

7.03 Schedule of Vacation and Holiday Shift Time:

a. For fire fighters assigned the three platoon shift, time off for vacation and holidays shall be administered in accordance with the following schedule:

Days in this section shall mean calendar days.

Years of Continuous Service	Vacation Days	Holiday Days	Duty Shifts Off
After one year	7	17	8
After two years and for each year thereafter, up to and including the seventh year	14	17	10
After seven years and for each year thereafter, up to and including the 12th year	21	17	13
After 12 years and for each year thereafter, up to and including the 20th year	28	17	15
After 20 years and for each year thereafter	35	17	17

Calendar days shall be converted to duty shifts in accordance with the following formula:

$$\text{Total vacation days + holiday days} = \frac{\text{sum}}{3} \text{ Duty Shifts Off}$$

Duty shifts shall be rounded to the nearest full shift.

Example:
7 Vacation Days
17 Holiday Days
24 divided by 3 = 8 (rounded to closest full shift = 8 shifts for vacation and holiday schedule)

b. Eligibility: Fire fighters shall be eligible for paid holidays. When requested by a fire fighter and approved by the Fire Chief, a fire fighter may receive pay in lieu of time off for up to two twenty-four (24) hour shifts of vacation and holiday time per year. Said rate of pay shall be the current base hourly rate for the fire fighter's classification. All requests for pay in lieu of time off shall be filed no later than October 5th of the year prior to the calendar year in which the vacation is to be taken. Requests shall be granted on the basis of shift seniority and funds available.

Fire fighters assigned to 40 hour work week (8 hour days) will be allowed to sell back five (5) eight (8) hour days when approved by the Fire Chief. All requests for pay in lieu of time off shall be filed no later than October 5 of the year prior to the calendar year in which the vacation is to be taken. Requests shall be granted on the basis of seniority and funds available.

c. Weekend Holidays: In the event any of the above mentioned holidays fall on a Sunday and the same is officially observed on the next succeeding day, a "holiday" as used in this contract shall apply to such succeeding day of observance.

In the event any of the above mentioned holidays fall on a Saturday, "holiday" as used in this contract shall apply to the day preceding the above mentioned holiday.

S.C.I.

S.C.P.F.F.A.

7.04 **Military Leave**: Military Leave shall be granted by the City Manager or the Council, as the case may be, in accordance with the provisions of the Code of Iowa, Section 29A.28 which is as follows:

> "All officers and employees of the state, or a subdivision thereof, or a municipality other than employees employed temporarily for six months or less, who are members of the national guard, organized reserves or any component part of the military, naval or air forces or nurses corps of this state or nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall, when ordered by proper authority to active state or federal service, be entitled to a leave of absence from such civil employment for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. The proper appointing authority may take a temporary appointment to fill any vacancy created by such leave of absence."

7.05 **Jury Leave**: Those fire fighters drawn for federal, district or associate district court, petit or grand jury service, shall continue to receive their regular pay while engaged in such service. However, any fees received by said fire fighters for jury service on City time, exclusive of mileage and meal allowance, shall be turned into and given to the City. Whenever a fire fighter is absent from duty due to jury duty, this time away shall not result in the loss of earned F.L.S.A. overtime pay.

7.06 **Leave Without Pay**: Leave of absence without pay for fire fighters may be granted to them by the City Manager upon the recommendation of the Fire Chief, but such leaves shall be limited to periods not exceeding thirty (30) calendar days.

a. Certification: No leave of absence shall be granted except upon written request of the fire fighters. Whenever granted, such leave shall be in writing and signed by the City Manager and a copy of the leave, so approved, filed with the Human Resources Manager.

b. Reinstatement: Upon expiration of approved leaves, the fire fighter shall be reinstated in the position he/she held at the time such leave was granted. Failure of the fire fighter to report promptly shall be cause for discipline.

7.07 **Absence Without Leave**: Any absence of any fire fighter from duty, including any absence for a single day or part of a day, that is not requested and authorized by a specific grant of leave under provisions of stated leave policy, shall be grounds for disciplinary action including, if warranted, dismissal.

7.08 **Injury Leave**: Injury leave shall be granted pursuant to the provision of Chapter 411 of the Iowa Code, as amended.

7.09 **Funeral Leave**: Twenty-four (24) hours for suppression shift personnel and eight (8) hours for 40 hour personnel, leave of absence with pay will be granted for the purpose of attending the funeral of a member of the fire fighter's family, or the family of the fire fighter's spouse.

Family is defined as mother, father, sister, brother, spouse, son, daughter, stepparents, half brother, half sister, or stepchildren, and grandparents and grandchildren.

S.C.I. S.C.P.F.F.A.

Any additional time off desired by the fire fighter due to such a death may be taken as sick leave upon approval of the Fire Chief.

7.10 **Sick Leave**: Each fire fighter shall be granted sick leave, with pay, to be used only with the approval of the Fire Chief for absence due to illness, quarantines, or injury of the fire fighter or the fire fighter's spouse, son, daughter, and stepchildren. In the event there is someone else living in the fire fighter's household who is dependent on the fire fighter for support, that person shall be considered part of the family of the fire fighter when granting sick leave if dependent status is documented by any relevant state or federal laws or regulations, or by a method satisfactory to the Fire Chief.

a. Accrual: For each completed biweekly period of service, all fire fighters working a 40 hour week shall accrue .462 days of sick leave with pay per pay period. Such leave is earned as long as a fire fighter is not on leave without pay basis. Fire fighters assigned to a three platoon system shall accrue .577 days of sick leave per biweekly pay period.

Sick leave shall accrue during the period of sick leave with pay.

b. Charge: Paid sick leave for fire fighters shall be charged on an as used basis.

Fire fighters working on a three platoon basis shall be charged with three (3) day's sick leave for each twenty-four (24) hours of duty missed.

Requests for sick leave shall be made in accordance with rules and regulations established by the Fire Chief.

c. Certification: No fire fighter shall receive compensation by reason of sick leave benefits until the Fire Chief has certified the cause of the absence for which sick leave benefits are requested; provided, the City Manager hereby is authorized to adopt rules and regulations concerning the method of recording the cause of absence, verification thereof, and the method of reporting and recording sick leave by the department.

Three platoon personnel claiming personal sick leave over two shifts and eight hour personnel claiming sick leave over two and one-half working days shall be required by the Fire Chief to file a certificate signed by a physician, which states the extent and nature of the sickness or injury and states that the fire fighter was incapacitated for work for the period of his/her absence. The statement is also to indicate that the fire fighter is physically able to resume work duties. If the Fire Chief suspects that an employee may be abusing sick leave, the employee will be required to report to a physician designated by the City, at the City's expense, to secure a certificate for any absence under this provision.

d. Accumulation: Unused sick leave shall be cumulative without limit and may be used at anytime as earned for absence due to any of the causes set forth.

e. Adjustment to Accumulated Sick Leave: The accumulated sick leave of any fire fighter who changes from the three platoon basis to a 40 hour workweek shall be reduced as follows: (number of accumulated days divided by 7 times 5). The accumulated sick leave of any fire fighter who changes from a 40 hour workweek to the three platoon basis shall be increased as follows: (number of accumulated days divided by 5 times 7).

f. Compensation for Unused Leave: Effective 7/1/94, fire fighters shall be compensated for unused sick leave within the fiscal year on the following basis:

For Fire Fighters Assigned To A Three Platoon System

0 - 24 hours used	$400
25 - 48 hours used	$300
49 - 72 hours used	$200

For Fire Fighters Assigned To A Forty Hour Schedule

0 - 8 hours used	$325
9 - 16 hours used	$250
17 - 24 hours used	$175

This additional compensation for unused sick leave shall be paid on the first payday of August for sick leave which was not used during the previous fiscal year.

7.11 **Appearance Required by Subpoena**: When an employee is lawfully subpoenaed to appear as a witness before any court, administrative agency or other governmental body to testify for the federal government or its agencies, the state or any political sub-division of the state, the time spent shall be considered as a leave of absence with pay and shall be considered to be time worked for all overtime, including F.L.S.A. purposes, provided the employee is not a party to the proceedings. Any witness fees received by the employee shall be remitted to the City.

ARTICLE VIII

INSURANCE

8.01 **Hospital-Medical/Surgical and Dental Insurance**: The City will make available a health insurance plan for employees covered by this contract, modified as follows:

a. The deductible shall be changed to:

	In Network	Out-of-Network
Employee	$150.00	$200.00
Employee + 1	$250.00	$300.00
Family	$350.00	$400.00

b. Co-Insurance shall be changed to:

In Network	Out-of-Network
90%/10%	75%/25%

c. The Office Visit co-payment shall be changed to $15.00 and the co-payment shall not be applicable to the employee's deductible or out-of-pocket obligations.

d. The maximum out-of-pocket shall be changed to:

S.C.V. S.C.P.F.F.A.

	In Network	Out-of-Network
Employee	$300.00	$ 750.00
Employee + 1	$500.00	$1,100.00
Family	$700.00	$1,400.00

e. An emergency room co-payment of $25.00 shall be instituted and the co-payment shall not be applicable to the employee's deductible or out-of-pocket obligations.

f. The prescription drug co-payment shall be changed to:

Generic	$ 5.00
Brand Name Formulary	$15.00
Brand Name Non-Formulary	$25.00

90-day prescription drug refill for 2 co-payments.

g. Premium Payments: The total monthly premium for participating fire fighters shall be paid in the following manner.

(1) Fire Fighter Premium. The City will pay the premium for the fire fighter (single) coverage.

(2) Spouse and Dependent Premium. The City will pay the full premium for spouse and dependent insurance.

h. Effective Date of Coverage: New fire fighters are eligible to apply for group insurance coverage on the 15th day following their date of employment and the plan will become effective the first day of the next month after such application.

Example: Date of employment - September 15
Date of application - September 30 (within 15 days of employment)
Effective date of coverage - October 1

Adherence to the above rules will provide coverage without health questions or a medical examination for the fire fighters as well as dependents.

i. Termination of Insurance: Whenever a covered fire fighter ceases employment with the City or when the Group Insurance Plan is discontinued, or whenever the fire fighter enters military service, his/her group insurance plan terminates. The insurance for dependents also terminates when the fire fighter ceases to be eligible for coverage or when that dependent ceases to be eligible as a dependent or when said fire fighter withdraws the authorization for insurance deduction. Fire fighters who retire in accordance with the provisions of Chapter 411 of the Code of Iowa shall have the right to convert to a group plan for retirees in accordance with the terms of the policy between the group and its insurance carrier.

j. Coordination of Benefits: When a fire fighter is covered by more than one group insurance plan, the benefits payable under the City's plan may be reduced so that the combined total amount of benefits payable by all companies for hospital and medical benefits does not exceed the covered expenses incurred.

S.C.I. S.C.P.F.F.A.

k. Coverage on Leave of Absence Without Pay: A fire fighter can elect to continue coverage while on leave of absence without pay. However, when the leave is in excess of thirty consecutive calendar days, the fire fighter shall pay the total premium cost for the remainder of the period or as otherwise specified in the group insurance plan which is in effect.

l. Insurance Review: The Union negotiating committee shall be given an opportunity to review any new hospitalization plan before purchase. If the insurance carrier or benefits of the present carrier changes during the year, the resulting changes shall be mutually agreed to by the Union and the City.

8.02 **Life Insurance**: The City of Sioux City will provide all fire fighters with coverage of a $15,000 individual group life insurance policy with an accidental death double indemnity feature with the City paying the full 100 percent of the premium.

The fire fighter has the option to purchase an additional like amount of insurance coverage with an accidental death double indemnity feature through payroll deduction providing at least 75 percent of all eligible employees of the City exercise the option.

ARTICLE IX

FOOD ALLOWANCES

9.01 Fire fighters on a twenty-four (24) hour shift work schedule will receive a food allowance of $15.00 per month ($180.00 per year). The $180.00 food allowance payment shall be paid in the following manner: $90.00 on December 15; $90.00 on June 15; or an amount proportionate to the number of months in service.

ARTICLE X

UNIFORM ALLOWANCES

10.01 The City shall provide new fire fighters with a complete uniform and all protective clothing as prescribed by the Fire Chief. Said provision shall be in lieu of any draw account until the fire fighter has successfully completed the probationary period. Fire fighters failing to complete probation shall return to the City all items furnished under this provision. No charge shall be made to any portion of the uniform allowance for any of these items.

10.02 Fire fighters shall receive a yearly uniform allowance as follows:

July 1, 2003 to June 30, 2004	$ 900	($475 allowance plus $425 in cash)
July 1, 2004 to June 30, 2005	$ 950	($525 allowance plus $425 in cash)
July 1, 2005 to June 30, 2006	$1050	($625 allowance plus $425 in cash)
July 1, 2006 to June 30, 2007	$1150	($725 allowance plus $425 in cash)

The cash amounts will be paid in equal installments on December 15 and June 15. The City shall replace at replacement cost, outside of uniform allowance, any uniform clothing damaged or destroyed in the line of duty. This shall include glasses, wristwatches and wristwatch bands. Replacement costs for watches shall be limited to actual value but not to exceed $100.00.

S.C.I.C. S.C.P.F.F.A.

Clothing purchased shall be charged to the City and an invoice of purchase filed with the Fire Chief or his/her designated representative. The filing and the acceptance of an invoice does not alleviate the fire fighter's responsibility for assuring that only authorized uniforms and clothing are purchased with the clothing allowance. Purchase of unauthorized uniform or clothing shall be solely at the employee's expense.

10.03 **Uniform Allowance Carryover**: At no time shall an individual fire fighter's draw account balance exceed $850.

10.04 **Protective Equipment**: The City shall provide such protective equipment except turnout boots as it may require fire fighters to possess for performance of their duties. All items so furnished shall remain the property of the City. Replacement items lost or destroyed through negligence shall be the responsibility of the individual fire fighter.

ARTICLE XI

SAFETY

11.01 The City of Sioux City will attempt to provide the safest possible working conditions for its fire fighters. Compliance with state or federal law or regulation is a complete defense to a claimed violation of this section.

ARTICLE XII

PROBATIONARY PERIOD

12.01 All entrance appointments under Civil Service shall be conditional upon a probation period of twelve months during which time the appointee may be removed or discharged from such position by the appointing person or body without the right of appeal to the Civil Service Commission or the grievance procedure set forth in this Agreement. The reasons for the dismissal shall be set forth in writing and given to the fire fighter.

ARTICLE XIII

PERSONNEL FILE

13.01 **Fire Fighter File**: A fire fighter shall have the right to examine his/her individual personnel files located in the Human Resources Office and Fire Chief's Office during normal business hours. A fire fighter may receive up to ten (10) pages of any information contained in said personnel files at no cost to the fire fighter.

If, upon examination of the files, an employee objects to the material in the files, he/she may furnish a statement to be included with the material in question. Such statement shall be retained with the file as long as the subject matter of dispute remains in the file.

Personnel investigations that result in exonerated, unfounded, or not sustained dispositions shall not be made a part of the employee's personnel file. When any adverse material relating to a fire fighter's conduct, including oral and written reprimands, is placed in that fire fighter's file or files, it shall be signed by that fire fighter or the fire fighter's refusal to sign shall be noted on

S.C.I. S.C.P.F.F.A.

the document, and the fire fighter shall receive a copy of the material prior to its placement in the file. The signature of the fire fighter only indicates acknowledgment that the fire fighter has received a copy of the material and does not indicate the fire fighter's agreement with the contents of the documents.

Oral or written reprimands will not be available to be used as evidence after a specific period of time as determined by the Fire Chief, which shall be noted by the Fire Chief on the documents which are to be placed in the fire fighter's file. However, the reprimand will not be available to be used as evidence only if the Fire Chief deems the employee has shown improvement.

ARTICLE XIV

PHYSICAL EXAMINATION

14.01 The Fire Chief shall schedule physical examinations for 20 percent of all fire fighters each year. These physical examinations shall consist of an EKG, chest X-ray, heart stress and such other examinations as may be prescribed by the physicians designated by the City. The cost of these physical examinations shall be at the expense of the City.

ARTICLE XV

UNION LEAVE

15.01 Authorized Union representatives have needs at various times to attend meetings for the conduct of Union business. Said meetings may require that they be absent from their regularly assigned duties. Meetings may involve negotiations, meeting with the City Manager, City Council, Human Resources Manager or labor conferences. Released time shall be as follows:

a. That three (3) members of Local 7 will be allowed time off from their normal duty schedule with pay to attend negotiations with the City.

b. That two (2) members of Local 7 will be allowed time off up to three duty shifts each with pay to attend the International Association of Fire Fighters Biannual Conventions or the IAFF Redmond Symposium.

c. That three (3) members of Local 7 will be allowed time off up to two duty shifts each with pay to attend the Iowa Association of Professional Fire Fighters Annual Conventions.

d. That one (1) member of Local 7 will be allowed time off up to two (2) duty shifts with pay to attend the Iowa Federation of Labor Annual Conventions.

e. The Fire Chief shall be notified in writing ten (10) days prior to absence for items set forth in b, c and d above and shall specify the length of the absence.

f. The Union Secretary be allowed time off with pay to attend Local 7's Annual Smoker.

S.C.I.

S.C.P.F.F.A.

ARTICLE XVI

GRIEVANCE PROCEDURE

16.01 Definition: A grievance shall be defined as a dispute or disagreement raised by a fire fighter or the Union involving the interpretation or application of the specific provisions of this Agreement. With respect to departmental orders, a fire fighter or the Union may grieve only as to the inequitable application of said order and not the content thereof, except the right to grieve on the content of an order on the basis that it is arbitrary or capricious shall not be abridged. The right to issue departmental orders shall not be the subject of a grievance unless said right has been abridged by a specific provision of this Agreement. It is specifically understood that any matters governed by the Civil Service Commission rules or Civil Service statutory provisions shall not be considered grievances and shall not be subject to the grievance procedure set forth herein. Further, any disciplinary actions which may be appealed to the Civil Service Commission shall not be considered grievances and shall not be subject to the grievance procedure herein. Grievances, as herein defined, shall be processed in accordance with the procedure set forth in Section 16.05 below.

16.02 Any fire fighter may process a grievance as outlined in this article and shall have the right to representation by the Union in conferences with the City. The fire fighter and the Union shall receive copies of the written decisions issued by the City at each step of the procedure. The Union shall have the right to be present at all steps of the procedure after the grievance is reduced to writing.

16.03 Unless the parties mutually agree otherwise, the final resolution of all grievances by an arbitrator shall be binding upon the City, all fire fighters and the Union and shall be precedent in the resolution of future grievances involving substantially similar factual situations.

16.04 **Fire Fighter Release**: Three representatives of the Association shall be permitted time off from their duties without loss of pay to attend and/or participate in the procedures under Steps 4 and 5 of Section 16.05. Requests for said release shall be filed with the Human Resources Manager up to three (3) days prior to the hearing date.

16.05 **Procedure**: All time limitations in this grievance procedure shall exclude Saturdays, Sundays and holidays and may be extended by mutual agreement of the City and the Union. Reference to "days" hereinafter shall mean calendar days. In the event the employer does not respond within the time limits set forth, the Union may appeal the grievance to the next step.

Step 1. A fire fighter, with or without a representative of the Union, who has a grievance, shall orally present his/her grievance to an Assistant Fire Chief within five (5) days of the occurrence of the alleged grievance. The Assistant Fire Chief shall respond to the fire fighter within three (3) days of the oral grievance.

Step 2. The grievance shall be considered resolved unless within five (5) days of the receipt of the response at Step 2, the fire fighter and/or his/her authorized Union representative submit a written appeal to the Fire Chief or his/her authorized representative through the Assistant Fire Chief. The Fire Chief or his/her authorized representative shall respond in writing to the grievant within five (5) days of the receipt of the grievance.

S.C.I.

S.C.P.F.F.A.

Step 3. The grievance shall be considered resolved unless within five (5) days of the receipt of the response at Step 2, the fire fighter and/or his/her authorized Union representative submits a written appeal to the City Manager. The City Manager shall hold a hearing within five (5) days of the receipt of the appeal. The fire fighter, the Union and the Fire Chief shall have the right to be present and to set forth information to assist the City Manager in reaching a decision on the grievance. Said decision shall be issued within five (5) days following the completion of the hearing.

If the City's decision in Step 3 is not appealed by the Union to arbitration in writing within twenty (20) days of the Step 3 meeting, that particular grievance shall be considered settled on the basis of such decision, and shall not be eligible for further appeal.

Step 4.

(1) Any grievance that has been processed in accordance with provisions of this Section of this contract, but not satisfactorily settled shall, upon proper appeal, be submitted to arbitration before an impartial arbitrator to be selected by mutual agreement of the parties. If, at any time within twenty (20) days (or longer period if mutually agreed upon) after receipt of such written appeal, the parties are unable to agree upon an arbitrator, the Iowa Public Employment Relations Board shall be requested to submit the names of five (5) disinterested persons qualified and willing to act as impartial arbitrators. From such list, the City and the Union shall each alternately strike one name until four (4) names have been eliminated and the person whose name remains on the list shall be selected to act as the impartial arbitrator. A coin toss shall determine who shall strike the first name. In order to be considered timely, a hearing regarding a grievance which is appealed to arbitration must be scheduled no later than sixty (60) days from the date that the grievance was appealed to arbitration.

(2) The arbitrator shall submit his/her decision, in writing, within thirty (30) days after the conclusion of the hearing, or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the fire fighter involved and upon the parties to this contract. 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 fees of the arbitrator and expense of arbitration shall be borne in equal shares by the City and the Union. Each party shall be responsible for expenses they incur in the presentation of their case.

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 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 expressly confine the decision to the precise issues 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 issue submitted for decision.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the effective date, and no arbitration determination, or award shall be made by an

S.C.I. S.C.P.F.F.A.

arbitrator which grants any right or relief for any period of time whatsoever prior to the effective date of this Agreement or following the termination of this Agreement. The above shall not apply to arbitration in process at the termination of this Agreement.

ARTICLE XVII

SENIORITY

17.01

a. Seniority shall be determined by the employee's length of service as an employee in the Fire Department. Time spent in the armed forces on military leaves of absence and other authorized leaves and time lost because of duty connected disability shall be included.

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

(1) He/she resigns.

(2) He/she is dismissed and not reinstated.

(3) He/she retires under normal service retirement or vested pension.

c. When, in the opinion of the Fire Chief, two or more employees are equally qualified for a job assignment, the most senior employee shall be assigned to the position.

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

e. A seniority list updated annually showing the names, length of service dates and rank shall be maintained for inspection by members.

ARTICLE XVIII

AMENDMENT PROVISIONS

18.01 This Agreement is subject to amendment, alteration, or addition only by a subsequent written Agreement between and executed by the City and the Union where mutually agreeable. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XIX

SAVINGS CLAUSE

19.01 If any article or section of this Agreement or any addendums thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of

S.C.I. S.C.P.F.F.A.

this Agreement and addendum shall not be affected thereby and this Agreement and addendums shall remain in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section.

ARTICLE XX

TRANSFERS

20.01 A fire fighter may request a transfer from one station to another. In the event such transfer is not authorized, the Fire Chief or his/her designated representative shall advise the requesting fire fighter of the reason said transfer was not authorized. Denial of a transfer or the reason for a denial shall not be cause for a grievance.

Fire fighters who are being transferred from a permanent assignment to another permanent assignment shall be notified by the Fire Department in advance of the transfer before or during the fire fighter's last 24 hour working shift.

ARTICLE XXI

TRADING TIME

21.01 The City will permit each fire fighter having completed the requirements of the probationary period, the right to secure another fire fighter for the purpose of exchanging equal time provided:

a. Such substitution does not impose any additional costs on the City.

b. In the case of a request to trade more than twelve (12) hours, the chief officer in charge of one of the platoons is notified not less than four (4) hours prior to its becoming effective. In the case of a request to trade less than twelve (12) hours, the chief officer in charge of one of the platoons is notified prior to its becoming effective. Application for trades shall be made according to procedures established and posted by the Chief. Once approved, a trade shall not be disapproved.

c. Neither the Department nor the City is held responsible for any aspect of the trade. Responsibility for completion of any trade rests solely with the fire fighter involved in the trade. Said responsibility shall be defined as follows:

The fire fighter agreeing to replace another fire fighter under this Article shall be deemed responsible for assuring that the trade is completed.

Complete shall mean that a qualified fire fighter is on duty for the period of the trade and that no fire fighter involved in the trade shall be permitted the use of any paid leave provision of this Agreement for the period of the trade.

Should the responsible fire fighter not fulfill his/her obligation of the trade, said fire fighter shall owe the City an equal period of duty time. Said duty time shall be scheduled by the Chief to meet the needs of the City within one year from the date of the trade.

S.C.N. S.C.P.F.F.A.

d. It is understood that a fire fighter's first responsibility is to his/her position with the City; provided further no trade of time will be granted when non-recurring schooling or training is scheduled, unless authorized by the Fire Chief for emergency situations under paragraph f. Examples of non-recurring schooling are: pit fires, and emergency medical training.

e. The substitution may be made if the substitute is approved by the Company Commander and the Assistant Chief in charge of the platoon.

f. No such trade shall be denied in the event, in the opinion of the Fire Chief, an emergency exists which requires the fire fighter to make the trade.

21.02 Fire fighters serving their probationary period shall be permitted up to three (3) trades during said period following the completion of six (6) months service of the probationary period unless otherwise authorized by the Fire Chief for emergency situations.

21.03 Trading of time will be limited to twenty (20) complete trades per year. A fire fighter working for someone or asking someone to work for him/her, the pay-back of time is a complete trade of time for each fire fighter.

Two times during the year, a fire fighter may request a trade of three, four or five consecutive shifts for vacation purposes. A fire fighter may request up to four complete shifts to be attached to a vacation period either all before or after or split in half with two before and two after.

Any exchange in excess of twelve (12) hours will be considered, in computing the number of trades, as a complete trade.

ARTICLE XXII

NONDISCRIMINATION STATEMENT

22.01 The parties hereby agree not to discriminate against any fire fighters, prospective fire fighters, promotion of fire fighters or Union (Association) members or officers therein, because of race, religion, color, age, sex, marital status, political affiliation, fraternal affiliation or national origin except as such conditions may constitute bona fide occupational or assignment qualifications and agree to assist the City of Sioux City in actively soliciting minority fire fighters.

ARTICLE XXIII

BULLETIN BOARD - VISUAL COMMUNICATORS

23.01 The City shall permit the Union to use bulletin board space in all of the respective fire houses, for the posting of notices of Union meetings, Union elections, Union election returns, Union appointments to office and Union recreation, business or social affairs.

23.02 Prior to any posting, all notices must be authorized by the President or other officer of the Union and shall be submitted to the Fire Chief or his/her designated representative, who may disapprove the posting of the same if inconsistent with the above provisions.

S.C.I. S.C.P.F.F.A.

23.03 The Union shall be allowed to use the departmental visual communicators located in the respective fire houses for the purpose of sending notices concerning Union business and activities, subject to the same restrictions and authorization required above for bulletin board posting.

ARTICLE XXIV

FIRE FIGHTER'S COPY OF AGREEMENT

24.01 The City of Sioux City will furnish each fire fighter with a copy of this Agreement no later than July 1 of the contract year.

ARTICLE XXV

MAINTENANCE OF STANDARDS

25.01 Except to the extent expressly modified or governed by the terms of this Agreement, level of benefits in the following areas in effect at the execution of this Agreement shall be maintained at their present level during the term of this Agreement: (a) wages; (b) hours; (c) vacations; (d) insurance; (e) holidays; (f) leaves of absence; (g) shift differentials; (h) overtime compensation; (i) supplemental pay; (j) seniority; (k) transfer procedures; (l) job classifications; (m) health and safety matters; (n) evaluation procedures; (o) procedures for staff reduction; and (p) in-service training.

ARTICLE XXVI

DURATION OF AGREEMENT

26.01 **Term**: This Agreement and any written amendment made and annexed hereto shall become effective on July 1, 2003, and shall continue in full force and effect until midnight, June 30, 2007, and unless written notice is given between August 1, 2006, and September 1, 2006, by either party requesting a change or termination of the same and the party requesting a change or termination shall no later than September 10, 2006, serve upon the other party clear and specific demands relating to changes requested. Negotiations on impasse procedures shall commence no later than September 15, 2006.

If either state or federal legislation relating to participation in a plan of national, state, or regional health care is passed prior to the expiration of this Agreement, and if such legislation would affect the insurance benefits provided under the terms of this Agreement, then the parties agree that they will reopen negotiations with regard to Section 8.01 "Hospital-Medical/Surgical and Dental Insurance" and Appendix A "Salary Schedule."

26.02 **Automatic Extension**: In the event notice is not given as set forth in 26.01 above, then this Agreement shall automatically continue in effect from year to year until such notice is given.

S.C.I.

S.C.P.F.F.A.

ARTICLE XXVII

EVALUATION PROCEDURES

27.01 **Required Evaluations**: Fire fighters will be evaluated annually, but not more than twice in a calendar year.

27.02 **Evaluation Conference**: A conference regarding the evaluation shall be held between the fire fighter and the evaluator following the completion of the written evaluation. A copy signed by both parties shall be given to the employee.

27.03 **Employee Response**: All evaluation reports shall be placed in the fire fighter's official personnel file. The employee has the right to respond to the evaluation report, and such response shall become part of the evaluation report.

27.04 **Evaluation Form and Criteria**: The form and criteria of the evaluation shall be mutually agreed to by the City and the Union. Impasse on any issue will be resolved by arbitration or other mutually agreed to procedures. Implementation will be no later than 6/30/94.

27.05 **Right To Grieve**: The substance of an evaluation shall be subject to the grievance procedure. The evaluation will be sustained unless the employee demonstrates that it is arbitrary or capricious.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 23rd day of June, 2003, by

CITY OF SIOUX CITY

City Manager

ATTEST:

City Clerk

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL #7

Chairman, Bargaining Committee

Committee Member

Committee Member

Committee Member

Committee Member

CONTRACT/Fire 2003-2007 Final

S.C.I.A.

S.C.P.F.F.A.

APPENDIX A
FIRE FIGHTER SALARY SCHEDULE

EFFECTIVE JUNE 28, 2003

CLASS CODE	CLASS TITLE	PAY RANGE	0-12 MONTHS	13-36 MONTHS	37 AND OVER	MASTER FIRE FIGHTER	
5105	Fire Fighter	F 01	11.3096	13.9527	14.7083	15.4536	Hourly
			1266.68	1562.70	1647.33	1730.80	Biwkly
			32933.56	40630.26	42830.57	45000.88	Annual
		0.25%	**41.17**	**50.79**	**53.54**	**56.25**	**Deferred Comp**
5106	Fire Lieutenant	F 02	17.1267				Hourly
			1918.19				Biwkly
			49872.95				Annual
		0.25%	**62.34**				**Deferred Comp**
5107	Fire Captain	F 03	19.4524				Hourly
			2178.67				Biwkly
			56645.39				Annual
		0.25%	**70.81**				**Deferred Comp**

As of July 1, 2003, the City will institute a $1/$1 match for deferred comp. up to 0.25% of an employee's base salary. The deferred comp. match is for the period 6/28/03-12/26/03.

EFFECTIVE DECEMBER 27, 2003

CLASS CODE	CLASS TITLE	PAY RANGE	0-12 MONTHS	13-36 MONTHS	37 AND OVER	MASTER FIRE FIGHTER	
5105	Fire Fighter	F 01	11.5641	14.2666	15.0392	15.8013	Hourly
			1295.18	1597.86	1684.39	1769.75	Biwkly
			33674.56	41544.44	43794.26	46013.40	Annual
		0.25%	**42.09**	**51.93**	**54.74**	**57.52**	**Deferred Comp**
5106	Fire Lieutenant	F 02	17.5121				Hourly
			1961.35				Biwkly
			50995.09				Annual
		0.25%	**63.74**				**Deferred Comp**
5107	Fire Captain	F 03	19.8901				Hourly
			2227.69				Biwkly
			57919.91				Annual
		0.25%	**72.40**				**Deferred Comp**

The deferred comp. is for the period 12/27/03-6/25/04.

APPENDIX A
FIRE FIGHTER SALARY SCHEDULE

EFFECTIVE JUNE 26, 2004

CLASS CODE	CLASS TITLE	PAY RANGE	0-12 MONTHS	13-36 MONTHS	37 AND OVER	MASTER FIRE FIGHTER	
5105	Fire Fighter	F 01	11.8243	14.5876	15.3776	16.1568	Hourly
			1324.32	1633.82	1722.29	1809.57	Biwkly
			34432.24	42479.19	44779.63	47048.70	Annual
		0.50%	**86.08**	**106.20**	**111.95**	**117.62**	**Deferred Comp**
5106	Fire Lieutenant	F 02	17.9061				Hourly
			2005.48				Biwkly
			52142.48				Annual
		0.50%	**130.36**				**Deferred Comp**
5107	Fire Captain	F 03	20.3376				Hourly
			2277.81				Biwkly
			59223.11				Annual
		0.50%	**148.06**				**Deferred Comp**

As of July 1, 2004, the City will increase the $1/$1 match for deferred comp. up to 0.50% of employee's base salary.
The deferred comp. match is for the period 6/26/04-12/24/04.

EFFECTIVE DECEMBER 25, 2004

CLASS CODE	CLASS TITLE	PAY RANGE	0-12 MONTHS	13-36 MONTHS	37 AND OVER	MASTER FIRE FIGHTER	
5105	Fire Fighter	F 01	12.0903	14.9159	15.7236	16.5204	Hourly
			1354.11	1670.58	1761.04	1850.28	Biwkly
			35206.96	43434.98	45787.17	48107.30	Annual
		0.50%	**88.02**	**108.59**	**114.47**	**120.27**	**Deferred Comp**
5106	Fire Lieutenant	F 02	18.3090				Hourly
			2050.60				Biwkly
			53315.69				Annual
		0.50%	**133.29**				**Deferred Comp**
5107	Fire Captain	F 03	20.7952				Hourly
			2329.06				Biwkly
			60555.63				Annual
		0.50%	**151.39**				**Deferred Comp**

The deferred comp. match is for 12/25/04-6/24/05.

APPENDIX A
FIRE FIGHTER SALARY SCHEDULE

EFFECTIVE JUNE 25, 2005

CLASS CODE	CLASS TITLE	PAY RANGE	0-12 MONTHS	13-36 MONTHS	37 AND OVER	MASTER FIRE FIGHTER	
5105	Fire Fighter	F 01	12.3623	15.2515	16.0774	16.8921	Hourly
			1384.58	1708.16	1800.67	1891.91	Biwkly
			35999.12	44412.26	46817.38	49189.71	Annual
		0.75%	**135.00**	**166.55**	**175.57**	**184.46**	**Deferred Comp**
5106	Fire Lieutenant	F 02	18.7209				Hourly
			2096.74				Biwkly
			54515.29				Annual
		0.75%	**204.43**				**Deferred Comp**
5107	Fire Captain	F 03	21.2631				Hourly
			2381.47				Biwkly
			61918.13				Annual
		0.75%	**232.19**				**Deferred Comp**

As of July 1, 2004, the City will increase the $1/$1 match for deferred comp. up to 0.75% of employee's base salary. The deferred comp. match is for 6/25/05-12/24/05.

EFFECTIVE DECEMBER 24, 2005

CLASS CODE	CLASS TITLE	PAY RANGE	0-12 MONTHS	13-36 MONTHS	37 AND OVER	MASTER FIRE FIGHTER	
5105	Fire Fighter	F 01	12.6405	15.5946	16.4391	17.2721	Hourly
			1415.73	1746.60	1841.18	1934.48	Biwkly
			36809.10	45411.54	47870.77	50296.48	Annual
		0.75%	**138.03**	**170.29**	**179.52**	**188.61**	**Deferred Comp**
5106	Fire Lieutenant	F 02	19.1421				Hourly
			2143.92				Biwkly
			55741.88				Annual
		0.75%	**209.03**				**Deferred Comp**
5107	Fire Captain	F 03	21.7415				Hourly
			2435.05				Biwkly
			63311.29				Annual
		0.75%	**237.42**				**Deferred Comp**

The deferred comp. match is for 12/24/05-6/24/06.

APPENDIX A
FIRE FIGHTER SALARY SCHEDULE

EFFECTIVE JUNE 24, 2006

CLASS CODE	CLASS TITLE	PAY RANGE	0-12 MONTHS	13-36 MONTHS	37 AND OVER	MASTER FIRE FIGHTER	
5105	Fire Fighter	F 01	12.9249	15.9455	16.8090	17.6608	Hourly
			1447.59	1785.90	1882.61	1978.01	Biwkly
			37637.30	46433.30	48947.86	51428.15	Annual
		1.00%	**188.19**	**232.17**	**244.74**	**257.14**	**Deferred Comp**
5106	Fire Lieutenant	F 02	19.5728				Hourly
			2192.16				Biwkly
			56996.08				Annual
		1.00%	**284.98**				**Deferred Comp**
5107	Fire Captain	F 03	22.2307				Hourly
			2489.84				Biwkly
			64735.79				Annual
		1.00%	**323.68**				**Deferred Comp**

As of July 1, 2004, the City will increase the $1/$1 match for deferred comp. up to 1.00% of employee's base salary. The deferred comp. match is for 6/24/06-12/22/06.

EFFECTIVE DECEMBER 23, 2006

CLASS CODE	CLASS TITLE	PAY RANGE	0-12 MONTHS	13-36 MONTHS	37 AND OVER	MASTER FIRE FIGHTER	
5105	Fire Fighter	F 01	13.2157	16.3043	17.1872	18.0581	Hourly
			1480.16	1826.08	1924.97	2022.51	Biwkly
			38484.14	47478.05	50049.19	52585.29	Annual
		1.00%	**192.42**	**237.39**	**250.25**	**262.93**	**Deferred Comp**
5106	Fire Lieutenant	F 02	20.0132				Hourly
			2241.48				Biwkly
			58278.49				Annual
		1.00%	**291.39**				**Deferred Comp**
5107	Fire Captain	F 03	22.7309				Hourly
			2545.86				Biwkly
			66192.35				Annual
		1.00%	**330.96**				**Deferred Comp**

The deferred comp. match is for 12/23/06-6/22/07.

REQUIREMENTS FOR MASTER FIRE FIGHTER:

A Fire Fighter shall qualify for the pay grade of Master Fire Fighter by satisfying the following criteria:

Completion of one of the following:

a. Ten (10) years of service with the Sioux City Fire Department.
b. Eight years of service with the Sioux City Fire Department and the completion of 40 hours of academic college credit.
c. Seven years of service with the Sioux City Fire Department and the completion of an AA Degree.
d. Six years of service with the Sioux City Fire Department and the completion of a BS/BA Degree.

Employees who possess and maintain a certification of EMT-I or higher will receive additional compensation of $23.0769 per biweekly pay period.

Employees who are designated by the Fire Chief as Haz-Mat technicians will receive additional compensation of $50 per month, subject to the receipt of funding by the City from the Regional Hazardous Material Program at least equivalent to funding for Fiscal Year '99.