

AGREEMENT
BETWEEN THE
CITY OF DES MOINES, IOWA
AND
DES MOINES ASSOCIATION
OF PROFESSIONAL FIREFIGHTERS
LOCAL NO. 4

July 1, 2019
Through
June 30, 2023

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Preamble

This Memorandum of Understanding entered into by the City of Des Moines, Iowa, hereinafter referred to as the "City" and the Des Moines Association of Professional Fire Fighters, Local No. 4 of the International Association of Fire Fighters AFL-CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious and cooperative relations between the City and the Union.

Article 1

Recognition

The City does hereby recognize the Union during the term of this Agreement as exclusive bargaining agent for all employees of the City included in the "Unit Classification" as listed in Appendix "A" of this document.

Article 2

Payroll Deductions

All employees will receive their wages by means of direct electronic deposit. Employees will have access to payroll records.

Any employee may authorize deductions from his/her pay for the following purposes: 1) Credit Union; 2) United Campaign Fund; and 3) any other which may be mutually agreed to. The amounts deducted for any one type of deduction may be changed no more than once each 6 months. Authorizations must be signed by the employee and filed with the City.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or filed against the City as a result of any action taken or not taken by the City in accordance with the provisions of this article.

Article 3

No Discrimination

The City agrees not to discriminate against any employee for his/her activity on behalf of, or membership in the Union, and no employee shall be required or induced to resign his/her membership in the Union in order to be promoted to any rank of the Fire Department below that of Fire Chief.

In accordance with the City of Des Moines Equal Opportunity Policy Statement and City ordinances, applicable state and federal laws, the Union and the City agree not to discriminate against any employee on the basis of race, color, creed, age, religion, sex, gender identity, sexual orientation, national origin, and physical and mental disability. Disputes concerning this paragraph shall not be processed through the Grievance Procedure in this Agreement, but shall be resolved through other appropriate procedures such as the City's Internal Complaint Procedure or the Iowa Civil Rights Commission.

Article 4

Management Rights

Except as specifically modified by this Agreement, the employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its employees
2. Hire, promote, demote, transfer, assign and retain employees in positions within the agency
3. Suspend or discharge employees for proper cause
4. Maintain the efficiency of governmental operations
5. Relieve the employees from duty because of lack of work or other legitimate reasons
6. Determine and implement methods, means, assignments and personnel by which City operations are to be conducted
7. Take such actions as may be necessary to carry out the mission of the City government
8. Initiate, prepare, certify and administer its budget
9. Exercise all powers and duties granted to the City by law

Article 5

No Strike – No Lock Out

Neither the Union, its officers or agents, nor any employee will directly or indirectly induce, instigate, encourage, authorize, ratify, or participate in any strike against the employer. A strike is defined as an employee's refusal, in concerted action with others, to report to duty, or to be willfully absent from work, or the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

The employer will not engage in any "lock-out" activity of the employees in this unit during the term of this Agreement. The City shall not contract with any private services for fire or rescue coverage in any incorporated area in the city.

Article 6

Prevailing Practices

Section A. Present Practices

It is agreed that present practices regarding the following specific conditions and benefits shall be continued in accordance with current departmental rules and regulations for the duration of this Agreement.

1. Washing, waxing and parking of personal vehicles
2. Meal periods and morning and afternoon breaks
3. Extension telephones
4. Recreational facilities and library and study materials
5. Visitation rights
6. Vending Machines
7. Vacation selection

Section B. Approval

The following practices will be continued. However, it should be noted that they are at the discretion of and require specific approval by the Fire Chief or his/her designated representative.

1. Use of public address systems
2. Fire Prevention Week activities
3. Use of department uniform for public relations activities
4. Use of fire stations for union business and/or meetings
5. Starting of personal vehicles in winter weather

Section C. Furnishings

The City will provide necessary and appropriate furniture, furnishings and house wares at each fire station and maintain such items in reasonable condition. Decisions regarding purchase and/or replacement of these items shall be at the discretion of the Fire Chief and not subject to the grievance procedure.

Article 7

Work Rules

The Chief may from time to time adopt and publish changes in existing department work rules. Such new or changed rules shall be published in advance of the effective date whenever practicable. Upon the written request of the Union, the Chief will discuss such changes with appropriate Union representatives. Any disagreement as to the reasonableness of such changes or rules shall be resolved through the regular grievance procedure, except that such grievances may be initiated at Step III of the procedure.

Article 8

Leaves and Time Off From Duty for Union Business

Section A. Notice, Number and Duration

Upon two (2) calendar weeks prior written notice to the Fire Chief, up to a maximum, depending on the time needed in accordance with meeting dates and plans, of five (5) employees in any one year shall be granted a maximum of two (2) twenty-four hour duty days or three (3) eight-hour duty days leave of absence per employee with pay to attend the Union's State Convention; upon such notice, a maximum of three (3) employees in any one year shall be granted a maximum of three (3) twenty-four hour duty days (if required for travel) or five (5) eight-hour duty days leave of absence per employee with pay to attend the Union's International Convention and the Redmond Symposium (Safety Conference).

Section B. City Business Meetings

Employees participating in negotiating sessions with the City on behalf of the Union, and employees required to attend employee meetings called by the Fire Chief or City, shall suffer no loss in their regular wages nor their overtime wages for such time. The time spent in preparation and planning for such meetings shall be on the employee's own time. If the Negotiation Committee is comprised of members from different divisions, the members will be allowed to attend without suffering any wage loss to include overtime.

Employees serving on the Department Safety Committee shall suffer no loss in their wages for time spent on normal committee activities.

Section C. Union Meetings

The Union President, Recording Secretary, Treasurer, or designated representative shall be given time off from duty to conduct Union meetings. Such time with pay shall not exceed five (5) hours per calendar month per employee. All time shall be considered as time worked for pay purposes.

Section D. Trading Time

Any employee shall be granted leave with pay for any day, days or partial days on which he/she is able to secure another employee to work in his/her position provided:

1. Such substitution does not impose any additional cost on the City.
2. Such substitution is requested in the proper manner and approved by the District Chief.
3. The Fire Department is not held responsible for enforcing any agreement between the employees. Substitutions otherwise compensated for shall be limited to no more than six (6) per employee per year. These substitutions may include employees of higher rank working for employees of a lower rank
4. Trades shall be eligible for temporary upgrade pay for the employee who actually worked in the upgrade position. Such upgrade shall come from the appropriate pay range assigned to the upgrade position.

5. Employees must trade with other employees of equal rank except that Captains may trade with Lieutenants, and Lieutenants with Captains or Engineers; and Captains on a current promotional Civil Service list for District Chiefs may trade with District Chiefs. Senior Medics and Medics may also trade with others who possess equal or greater state certifications including trades between Senior Medics and Lieutenants. Engineers may trade with members who have successfully completed the Fire Engineer-Driver's Certification Test. All positions may trade with personnel on a current promotional civil service list for their appropriate position. Also, such time shall be allowed to be paid back by trading such time.

Section E. Legislative Lobbying

An employee holding the position of Secretary-Treasurer in the Union's State Association shall be granted leaves of absence without pay during sessions of the Iowa General Assembly when there is debate or discussion, in committee or on the floor, on legislation specifically affecting fire fighters. This paragraph is intended to continue present practice and is to be so interpreted.

In addition, the Secretary-Treasurer in the Union's State Association will be granted up to two (2) days without pay upon request providing a sixty-five (65) hour advance notice is given. Any part of a day used shall constitute a full day.

The City agrees to permit the President of Local 4 or his/her designee to incur no loss of regular pay when engaged in lobbying of the state legislature or executive branch regarding issues of mutual interest of the City and the Union.

Section F. Other Activities

In any calendar year, beginning with 2011, upon written request, the Union shall be allowed to apply ten (10) work shifts (either 24-hour or 8-hour) to attend ALTS training, MDA and Burn camps, or other union activities. Additionally, upon written request, the Fire Chief may grant up to five (5) additional 8-hour shifts to attend these events.

Article 9

Safety, Health and Welfare

Section A. City Responsibility

The City shall make reasonable provisions for the safety and health of employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect the employees from injury or illness in conformance with statutory requirements.

Section B. Employee Responsibility

Employees are expected to follow established City procedures for reporting occupational injuries and illness to their supervisors and to the Employee Health Clinic.

Section C. Safety Committee

A Fire Department Safety Committee shall be appointed consisting of the following members:

An Assistant Chief, Training Officer, Superintendent of Maintenance, Peer Fitness Coordinator and the President of the Fire Fighter's Union or his/her designee, shall be members by virtue of office. The Union president may select another Union officer to attend in his/her absence. The Assistant Chief shall be Chair.

The Union President shall appoint four (4) members to serve two (2) year terms on the safety committee.

The committee shall meet quarterly and shall review personal injuries and department practices that may cause injuries, and make recommendations to eliminate or minimize these injuries and practices for the safety of the employees.

Section D. Drug Testing

The City and Union shall follow all applicable provisions of state and federal law with regard to drug testing.

Article 10

Transfer Privileges

All transfer requests must be filed with the Fire Chief. Requests must be in writing and specifically request station and division desired. Should a position vacancy occur, the Fire Chief shall consider all previously filed transfer requests. In the event all other factors are equal, the most senior employee with a request on file shall receive the transfer.

Article 11

Evaluation Procedures

Any formal evaluation of an employee's work performance which results in a below average overall rating may be challenged by the employee through the grievance procedure set forth in this contract and shall be subject to all time limitations contained therein. If the arbitrator determines that the evaluation is unfair, unjust or inaccurate the evaluation and any adverse action resulting from said evaluation shall be of no force and effect and the evaluation may be ordered removed from the employee's evaluation file. The period during which such challenge may be brought shall commence with the employee's signature upon the performance evaluation form which shall be accompanied by written notice of the adverse action, if any, which will be taken.

Article 12

Grievance Procedure

A "Grievance" is a dispute as to the application or interpretation of any part or clause of this Agreement. A "Grievant" is the employee or the Union filing the grievance.

Section A. Procedures

The parties agree to act in good faith to resolve any grievance presented by an employee or the Union. Such grievance must be presented at the first (1st) step of the procedure within ten (10) calendar days of the incident giving rise to the complaint.

- Step I. The employee or Union having a specific grievance shall present the written grievance to his/her assigned Assistant Chief or his/her designee who shall respond in writing within ten (10) calendar days.
- Step II. If the matter has not been resolved, the employee or the Union shall then, within seven (7) calendar days of receipt of Step I answer, present the written grievance to the Fire Chief, who shall respond within seven (7) calendar days.
- Step III. If the matter has not been resolved, the employee or the Union shall then, within seven (7) calendar days, present the written grievance to the City Manager who shall respond within ten (10) calendar days.
- Step IV. If not resolved, the grievance may be submitted to arbitration within ten (10) calendar days after the decision in Step III, or if no decision has been timely made, said grievance may be submitted to arbitration by submitting written notice to the City Manager. Such notice shall specify the sections of the rules and regulations and/or the agreement alleged to have been violated. The parties shall meet within ten (10) days to attempt to agree on an arbitrator.

If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of arbitrators and, by alternately striking names, an arbitrator will be selected, whose decision shall be final and binding upon the parties.

Section B. Limitations

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

The arbitrator's fee and expenses shall be shared equally by both parties. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings if desired. The failure of the employee or the Union to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeals.

Employees and the Union are entitled to representatives of their own choosing at all steps in the grievance procedure.

Grievances will be signed by the employee if an individual grievance, and by the Union President or his/her designee, if a Union grievance. When necessary in investigating and settling grievances, employees and their representative, if employees of the City shall be released from work without loss of pay for a reasonable time provided the supervisor is given sufficient advance notice to adjust work schedules.

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

Section C. Union Representatives

The City recognizes the right of the Union to designate officers, representatives and alternates. The authority of officers, representative and alternates designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
- b. The collection of dues when authorized by appropriate local Union action.
- c. The transmission of such messages and information which shall originate with, and are authorized by the Union, or its officers, provided such messages and information:
 1. Have been reduced to writing, or
 2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to perform work, the solicitation of grievances or any other interference with the City's purpose; provided however, that the activities referred to in a, b, and c shall not be performed in such fashion as to unreasonably conflict with the officer's or representative's work duties. Officers or representatives shall notify the Fire Chief or his/her designated representative before meeting with employees. Any disputes as to whether or not such activities have been performed in a manner so as to reasonably conflict with the officer's or representative's work duties shall be submitted to the grievance procedure.

Section D. Discipline and Discharge

- a. The City and the Union have agreed to a pilot provision for the duration of this contract only, whereas suspensions, demotions and discharges previously appealable to the Des Moines Civil Service Commission will be subject to the grievance process and arbitration will be the exclusive remedy. The arbitrator's decision will be final and neither party will have recourse to the Des Moines Civil Service Commission or court.
- b. Oral and written reprimands are not subject to the grievance process.
- c. All disciplinary grievances (suspensions, demotions and discharges) will be heard by an arbitrator selected from a separate, permanent panel of arbitrators mutually agreed upon by the parties.
- d. This pilot provision will end on June 30, 2023 and shall only continue by mutual agreement.
- e. This provision is not precedent-setting and shall not be used by either parties as bargaining history of the parties.

Article 13

Hours of Work

The normal work week for employees covered by this Agreement during the life of this Agreement shall be:

- a. Employees in the Prevention, Training, Emergency Medical Services, Special Operations, Technical Services, and Maintenance Sections shall work five (5) eight-hour shifts per week.
- b. Employees in the Fire Fighting Division shall work fifty-three (53) hour average work week, on alternating shifts, with three platoons each working twenty-four (24) hour shifts starting at 0700 hours each day, followed by forty-eight (48) hours off duty. In order to affect the fifty-three (53) hour average workweek, in compliance with Section 7k of the Fair Labor Standards Act (FLSA), members shall be assigned to one of nineteen (19) Kelly Day Groups. A Kelly Day is a normally scheduled workday that is not worked in order to reduce the number of hours in the workweek.
- c. A Kelly day schedule will be developed to implement the fifty-three (53) hour workweek. Additionally, a Kelly day schedule will be developed for forty (40) hour employees to provide three days per year in which the employee does not work a scheduled workday.

Article 14

Holidays

Section A. Days

The following eleven (11) paid holidays will be observed by the Unit:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Memorial Day (See Article 29)
4. Independence Day (See Article 29)
5. Labor Day (See Article 29)
6. Veteran's Day
7. Thanksgiving Day (See Article 29)
8. The Day after Thanksgiving
9. An Additional Christmas Holiday
10. Christmas Day (See Article 29)
11. The Employee's Birthday

Section B. Eligibility

All full-time permanent employees, full-time probationary employees, and full-time employees on provisional appointments shall be eligible for paid holidays.

Section C. Holidays Occurring on Weekends

Holidays which fall on a Saturday will be observed on the preceding Friday. Holidays which fall on a Sunday will be observed on the following Monday. In the event the employee's birthday falls on another holiday, it will be observed at some later time with the approval of the Fire Chief.

Section D. Additional Christmas Holiday

When Christmas falls on Tuesday, Wednesday, Friday, or Saturday, in addition to the legal holiday observance, the preceding work day shall also be observed as a holiday. When Christmas falls on Sunday, Monday, or Thursday, in addition to the legal holiday observance, the following work day shall also be observed as a holiday.

Section E. Holidays Occurring During Leaves of Absence

When a holiday occurs during a leave of absence for which an eight (8) hour employee receives compensation, (i.e., vacation, sick, compensatory, emergency, or injury), holiday pay will be provided on the prescribed holiday.

Section F. Holidays for Shift Workers

Employees engaged in shift work who are unable to observe a holiday will be permitted to take equivalent time off within twelve (12) months of the designated holiday.

Section G. Holidays for Shift Employees Working an Average of Fifty-Three (53) Hours Per Week

Personnel engaged in shift work averaging fifty-three (53) hours per week will be permitted to take time off during the calendar year at the rate of eleven and two tenths (11.2) hours per holiday.

Section H. Personal Time Set Aside

Employees may designate and reserve forty-eight (48) hours (16 hours for 40 hour employees) of holiday or vacation time to use as personal time off during the calendar year provided that time off is taken in increments of a minimum of four (4) hours (minimum of two (2) hours for forty (40) hour employees), i.e., 4, 5, 6 hours, etc., for 53-hour employees or 2, 3, 4 hours, etc, for 40-hour employees, unless the employee has fewer than the minimum number of hours remaining. No requests shall be approved for less than one (1) hour. Requests for such time off must be approved by the District Chief. An employee may carry over any unused reserved hours up to a maximum of forty-eight (48) hours (16 hours for 40-hour employees), into the next calendar year.

An employee may use 4 hours per year of PTSA, designated as Emergency PTSA, to deal with circumstances beyond employee's control, for example, transportation issues and last minute family situations that may occur at the beginning of an employee's duty day. A shift commander shall be notified of an employee's intent to use Emergency PTSA prior to the start of his/her duty day, but the request to use Emergency PTSA shall not be denied by the shift commander. A minimum of one hour shall be used, but an employee may choose to use such time in one hour increments. Emergency PTSA may be carried over into the next calendar year. No more than three employees may be on Emergency PTSA during the same time period. Employees will be given an opportunity to contribute up to four hours of holiday and/or vacation time into an emergency PTSA to be used on or after July 1, 2016.

Article 15

Vacation

Section A. Eligibility

All permanent full-time employees and all probationary full-time employees who have completed twelve (12) months of continuous service shall be eligible for vacation leave upon accrual.

Continuous service shall be terminated by resignation, dismissal, or retirement. If an employee so terminated receives a subsequent reappointment, no credit will be given for the period of service prior to the termination. Continuous service shall not be considered broken if an employee:

1. Is on military leave of absence and returns to City employment in accordance with federal and state law.
2. Is on authorized leave of absence or on a temporary suspension without pay. However, no credit shall be allowed for time for employees suspended or on leave without pay for over thirty (30) consecutive calendar days, and additional time equal to the loss of service must be served to qualify for vacation.

Section B. Accrual

Vacation leave shall be accrued as follows:

1. Vacation leave for all permanent and probationary, full-time employees with less than seven (7) years of continuous service shall be at the rate of ten (10) working days (or eighty (80) hours) for each twelve (12) months of active City service.
2. Vacation leave for all permanent full-time employees who have completed seven (7) years or more of continuous service, but not more than twelve (12) years, shall be at the rate of fifteen (15) working days (or one hundred twenty (120) hours) for each twelve (12) months of active City service.
3. Vacation leave for all permanent full-time employees who have completed twelve (12) years or more of continuous service, but not more than nineteen (19) years, shall be at the rate of twenty (20) working days (or one hundred sixty (160) hours) for each twelve months of active City service.
4. Vacation leave for all permanent full-time employees who have completed nineteen (19) years or more of continuous service shall be at the rate of twenty-five (25) working days (or two hundred (200) hours) for each twelve (12) months of active City service.
5. Probationary employees and employees on provisional appointments shall accrue vacation during probationary and provisional periods, but shall be ineligible for such vacation until they have completed twelve (12) months of service.

In the event of their separation prior to their permanent appointment and completion of twelve (12) months of service, they shall be ineligible for terminal vacation.

6. The annual accrual of ten (10) working days of vacation leave with pay shall be construed to mean one hundred twelve (112) hours of duty-shift time for personnel working a shift basis of an average of fifty-three hours per week; fifteen (15) working days of vacation leave shall be construed to mean one hundred sixty-eight (168) hours of duty-shift time; twenty (20) working days of vacation leave shall be construed to mean two hundred twenty-four (224) hours of duty-shift time; and twenty-five working days of vacation leave shall be construed to mean two hundred eighty (280) hours of duty-shift time for such employees.

Section C. Administration

Vacation leave shall be administered as follows:

1. All vacation leave and schedules must be approved by the Fire Chief or his/her designated representative. In approving such schedules, the Fire Chief shall consider the needs of the City service and the seniority and the wishes of the employee.
2. Vacation leave shall be charged as used in amounts of not less than one-half (1/2) day, unless the employee has less than one-half day of accrual remaining.
3. When a holiday occurs during an employee's assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.

4. Vacation must be taken within a twelve (12) month period after the completion of the year in which it is earned unless written authorization extending this period is obtained from the Fire Chief and City Manager.
5. Accrued but unused vacation will be paid upon termination after twelve (12) months of service.
6. Vacation once chosen, may be changed subject to the following provisions and with the approval of the Chief or his/her designated representative. A "change" is defined as any block of time (consecutive hours or days). A "change" of any part of one regular shift shall constitute one "change." For example, three consecutive work days taken as a block of time shall equal one "change."

Employees requesting vacation changes must request such change in writing.

Article 16

Leaves

Section A. Leaves for Military Service

An appointing authority may grant leave without pay to regular employees for the purposes of service in the Armed Forces, or for the purpose of undergoing training duty in the Armed Forces; provided that such leave shall be with pay during the first thirty (30) calendar days of such leave of absence. Any such leaves shall be reported to the Personnel Office.

Section B. Jury Duty, Conferences and Other Meetings

Employees on jury duty will receive their normal pay for regular work days spent on a jury panel. The employee shall submit the payment received from the court to the City Treasurer's Office, less any amount included for travel allowance or expense reimbursement. Such time off shall be counted as time on duty.

Employees, may upon written or oral request, be excused from work to attend various conferences and official meetings regarding City or Union business. Attendance at such meetings will be considered as time on duty, provided the proper approval is obtained in as far in advance as possible.

Section C. Leaves of Absence

1. Emergency Leave

- (a) **Immediate Family.** In case of death in the "immediate family," an employee may be granted a leave of absence with pay up to seven (7) calendar days by the Fire Chief. "Immediate family" is defined as spouse, child, step-child, parent or step-parent.
- (b) **Family.** In the case of death in the "family," an employee may be granted a leave of absence with pay up to four (4) calendar days by the Fire Chief. "Family" is defined as father-in-law, mother-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, son-in-law, step-son-in-law, daughter-in-law, step-daughter-in-law, grandchild, step grandchild, grandparents, step grandparent, spouse's grandparents, spouse's step-grandparent and other relatives living in the same household.

- (c) If the situation warrants an extension, the Fire Chief may grant up to an additional three (3) calendar days. A written explanation of any such extension must be filed with the Personnel Office.
 - (d) Personnel on vacation or sick leave when a death occurs in the family or immediate family shall be placed on the appropriate (i.e., family, immediate family) leave.
 - (e) When the last calendar day of emergency leave concludes at a mid-point of an employee's regularly scheduled shift, the leave shall extend to the conclusion of that shift.
 - (f) The employee shall notify the Fire Chief or his/her designee immediately upon notification of a death in their family. Initial notification to the Fire Chief or his/her designee does not constitute the beginning of the Emergency Leave. The Chief may grant an adjusted start date; however, the leave must begin with twenty-one (21) calendar days of death.
2. Educational Leave Without Pay. Permanent employees interested in further professional training may, with the consent of the Fire Chief and the City Manager, obtain an educational leave. Such leave is without pay. A single leave may not be for more than twelve (12) months.
 3. Leaves of Absence Without Pay. The Fire Chief, with approval of the City Manager, may grant leaves of absence without pay. A single leave of absence may not be for more than twelve (12) months. Unpaid leaves of absence of over sixty (60) calendar days shall result in an "adjusted start date" for purposes of vacation accrual, longevity and adjustments to anniversary date for merit salary increases to account for the lost service time.

Section D. Absence Without Leave

If an employee shall, without proper authorization, be absent from duty, whether for part or all of a working day or for a longer period, such absence may be grounds for disciplinary action or discharge. Absence without leave for any three (3) full duty shifts during a contract year may be considered cause for automatic termination of employment.

Article 17

Sick Leave

Section A. Eligibility

All permanent full and part-time employees, full-time probationary employees and full-time employees serving provisional appointments shall be eligible for paid sick leave.

Section B. Accrual

Sick leave shall be accrued as follows:

1. Permanent full-time employees. Sick leave shall be accrued for all permanent full-time employees at the rate of one work day for each month of service with no limit to accumulations. Shift workers who work an average fifty-three hour week shall accrue sick leave at the rate of one-half of a twenty-four hour duty shift for each month of service with no limit to accumulation.
2. Permanent part-time employees. Sick leave shall be accrued for permanent part-time employees at the rate prescribed for permanent full-time employees, but such accrual shall be in proportion to the hours worked per week as measured against the hours worked per week by permanent full-time employees.
3. Full-time employees on probationary or provisional appointments. Sick leave shall be accrued by probationary and provisional appointment employees at the rate prescribed for permanent full-time employees.
4. Sick leave while on leave. Any employee shall continue to accrue sick leave while on any other compensated leave.

Section C. Use

Sick leave shall be granted under the following circumstances:

1. Physical incapacity not incurred in the line of duty.
2. Personal illness, including medical, dental or optical appointments during working hours.
3. Enforced quarantine of the employee in accordance with community health regulations.
4. Serious illness of any emergency nature of the immediate family (spouse, child, parent, sibling) upon approval of the Fire Chief or his/her designated representative.
5. The use of "W" time (leave without pay) shall be authorized for serious illness or injury of a grandchild, mother-in-law and father-in-law.

Section D. Administration

Sick leave shall be administered as follows:

1. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.
2. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods and not on vacation time. However, if an employee has been on paid sick leave for at least the seven (7) consecutive calendar days immediately preceding his/her scheduled vacation, employee may reschedule the vacation at a later time during the year provided open vacation time is available, and provided the employee notifies the Supervisor and requests the change in writing prior to the beginning of the scheduled vacation. In addition, the employee may use sick leave for the number of days for which proof is shown.
3. Employees transferred from the forty-hour week to the fifty-three hour week shall have added to their total accumulated sick leave credit forty (40) percent of the total credit at the time of transfer. Employees transferred to the forty-hour week from the fifty-three hour week shall at that time have deducted from their accumulated sick leave credit twenty-eight percent (28%) of the total credit. Exceptions to this would be a temporary transfer, four months or less (e.g., transfers to the Training Division, Fire Prevention Bureau or other assignment which would be of benefit to the City and/or the employee).
4. If such sick leave exceeds three (3) consecutive work days, the Fire Chief has the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to sickness. The 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.
5. In individual cases where there is sufficient reason to believe the employee is abusing the sick leave privilege, the employee will be advised in writing that an acceptable medical certificate will be required for all future sick leave absences. Abuse of sick leave shall be cause for disciplinary action, up to and including dismissal.

Section E. Separation

No payment for unused sick leave credit shall be made upon separation from City employment except in cases of retirement or death of a permanent employee of the City, as prescribed hereinafter. In the event of the employee's retirement which meets the requirements of the applicable federal or state statutes, or his/her death, the employee or his/her beneficiary shall be paid fifty percent (50%) of his/her daily salary based on his/her salary rate at the time of his/her retirement or death for each full day of unused sick leave credit the employee has accrued, provided, however, that the maximum unused sick leave to be compensated for at the rate of fifty percent (50%) is limited to 1,500 hours, except that those employees who have a balance of 1,300 or more hours as of July 1, 1985 shall not be affected by the maximum.

Article 18

Injury Leave ("J" Time)

Leave of absence with pay shall be granted permanent employees who become incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in actual performance of duty, in accordance with rules and regulations of the Municipal Fire and Police Retirement System of Iowa.

Article 19

Physical Fitness

Sworn personnel shall spend one-half hour per duty shift as directed exercising on a stationary bike, treadmill or other approved physical fitness activities. Forty-hour employees shall spend one-half hour three times per week as directed exercising on a stationary bike, treadmill or other approved physical fitness activities. Upon their request, mechanics shall be given one-half hour three times per week as directed to spend exercising on a stationary bike, treadmill or other approved physical fitness activities. Extended workout time shall be allowed from the Fire Chief of his/her designated representative.

Article 20

Training and Career Development

Section A. Employee Training

The purpose of this section is to establish policy for employee training and for sending City employees to special outside courses of instruction relating to their employment with the City which does not accrue credit toward a high school diploma or high school equivalency certificate, college degree, law degree, CPA recognition or related educational certificate.

1. The City will, at its direction, provide orientation and on-the-job training for each employee. Upon the recommendation of the Chief, and approval of the City Manager, an employee may be sent to outside instructional courses as means of upgrading his/her capabilities as a City employee.
2. The criteria for evaluating a request to attend outside instructional courses shall be that the estimated value to the City from the course is commensurate with the total cost including tuition, transportation, meals, lodging, pay and other expenses; that consideration be given to the quality of both the curriculum and the instructors involved so as to be reasonably certain that the course will be practical and usable in City operation; and that in the case of a prolonged course of instruction, there will be adequate coverage of the employee's normal duties during his/her absence.
2. Employees training to improve work performance of the employee in his/her present position, both by means of in-service instruction and outside instructional courses, may be conducted during or after the employee's working hours. Training to prepare the employee for promotion shall be on the employee's own time, unless, because of shortage of manpower or other circumstances, it is in the City's interest to use work time.

Section B. Employee Education

The purpose of this section is to establish policy for the academic education of City employees which will be of benefit to both the employee and the City. This policy pertains to courses attended by City employees which accrue credit toward a high school diploma or high school equivalency certificate, college degree, college graduate degree, law degree, CPA recognition or related educational certification.

1. Upon the request of the employee, recommendation of the Chief and approval of the City Manager, a permanent full-time City employee may participate in the Education Tuition Reimbursement Program described hereafter subject to the following requirements:
 - a. That the course shall directly relate to the employee's current job duties; or any course, including outside-the-major electives required for a degree or certificate in a field either directly related to the employee's current duties, or a field in which the employee would have a reasonable expectation of being promoted to while employed with the City. Such course work must be completed at an officially accredited educational institution.
 - b. That the employee shall satisfy the necessary prerequisite of the course for which he/she requests tuition reimbursement and shall receive approval of the City Manager prior to enrolling in the course.
 - c. That participation in the Education Tuition Reimbursement Program shall be solely on the employee's time.
2. City employees approved for participation in the Education Tuition Reimbursement Program shall be eligible for reimbursement by the City for one hundred percent (100%) of tuition and registration fees for courses offered by accredited education institutions up to a limit of twenty-four hundred dollars (\$2,400) per fiscal year. Reimbursement shall be made of tuition and registration fees upon completion of the course with a grade of "C" or better, and upon application to the Fire Chief showing evidence of successful course completion. Employees taking a leave of absence for educational purposes shall not be eligible for participation in the Education Tuition Reimbursement Program. Reimbursement of book fees shall be included with the understanding that the books from the class shall be returned to the Chief's office upon completion of the course.

Section C. Training on New Processes

Whenever the duties of a position are to be materially changed by the introduction of new machines or processes requiring different skills and knowledge, any permanent or probationary employee affected by the change shall be given a reasonable opportunity to learn to perform the new duties and to qualify for status in any new class of positions required for such work. Any employee who, after a reasonable training period, qualifies for appointment in a different class shall be deemed to possess the specific education and experience requirement for such class and shall be appointed thereto with the same status and seniority which he/she last had in his/her previous class. Employees who do not qualify for such appointments shall be reassigned to other duties appropriate to their class or be laid off in accordance with the provision of law of this Agreement regarding layoff.

Section D. Special Compensation

The City Manager may authorize the payment of compensation to employees who are required to participate in authorized training programs which take place outside their regular work schedule.

Article 21

Seniority

The length of continuous unbroken service as a permanent full-time employee of the City. In computing seniority, periods of employee suspension and leave of absence without pay (except for personal illness, injury, educational leave and in the interest of the City or as otherwise authorized by the City) in excess of thirty (30) consecutive calendar days per year shall be deducted from the employee's time of seniority. It is important to note the distinction between the "seniority date" and the "adjusted start date."

Article 22

Reduction in Force

In the event a reduction in force becomes necessary, procedures provided in Chapter 400 of the Code of Iowa (Civil Service) shall be recognized.

Article 23

Clothing Provision

Those items of regulation clothing which are currently provided by the City, in accordance with the Fire Department General Order will continue to be so provided during the term of this Agreement.

Personal property, required to be carried on duty, such as watches and glasses, shall be replaced or repaired at a reasonable price, not to exceed \$150 effective July 1, 2013, \$175 effective July 1, 2014 and \$200 effective July 1, 2015 as determined by the Fire Chief, in the event of damage pursuant to fire activity. This replacement is at the discretion and authority of the Fire Chief.

Employees assigned to the Fire Investigation Division (Fire Investigators) required to wear clothing other than regulation as determined by the Fire Chief, shall be paid \$450 per year effective July 1, 2013; \$500 per year effective July 1, 2014; and \$600 per year effective July 1, 2015 for clothing to be paid 50% on January 1st and 50% on June 1st of each year. The City shall maintain a dress uniform.

Fire Mechanics shall receive an annual reimbursement for the purchase of City approved safety shoes or boots of \$150 per year effective July 1, 2013; \$175 per year effective July 1, 2014; and \$200 per year effective July 1, 2015.

Article 24

Use of Bulletin Boards

The City will provide reasonable space, for official union business, on each bulletin board in each work area of the unit.

Use of the boards shall be limited to five (5) general types of notices.

1. Listing of Union Officials and Officers
2. Union meetings
3. Union elections
4. Union recreational and social events
5. Union educational notices

and such other notices mutually agreed upon.

Article 25

Insurance

The following employee benefit plans will be made available to full-time permanent employees, subject to the terms and conditions of the respective group contract or plan document of the insurer.

Section A. Life

The City agrees to provide straight term life insurance coverage in an amount of one times the annual salary of the employee.

Section B. Health and Medical

1. The City will make available health plans to employees and their dependents described in Health Plan Exhibit 1.
2. Employee Contributions

Effective July 1, 2019, employees electing coverage under option 1 will contribute 9.0% of the monthly premium. Effective July 1, 2020, employees electing coverage under option 1 will contribute 10.0% of the monthly premium.

Employees electing coverage under the "HMO" option contribute 11.0% of the monthly premium.

Employee contributions to the health plan will be made on a pre-tax basis.

3. Wellness Incentive

Employees who are non-smokers that participate in an annual Wellness program that are enrolled in the option 1 health plan or the HMO health plan will receive a 1% reduction of the monthly premium. The Wellness incentive will include a bio-metric health assessment and follow-up health coaching, if recommended.

“Monthly premium” has the same meaning in both sections 2 and 3, which is the total monthly premium including employer and employee contributions.

Section C. Dental

The City will make available dental insurance comparable to the plan designated as the City of Des Moines Health and Welfare Fund (Dental) as described in Exhibit 2.

For employees covered by this agreement, the annual maximum benefit under this dental plan shall be increased to one thousand two hundred and fifty dollars (\$1,250) per year beginning July 1, 2019.

Employees selecting coverage under this dental plan shall contribute one dollar (\$1) per month for such coverage.

Employee contributions to the dental plan will be made on a pre-tax basis.

Section D. Surviving Spouse

The health, medical and dental insurance referred to in this article shall continue in effect at City expense for the surviving spouse and dependents of any employee who dies as a result of personal injury sustained in the line of duty and who is the recipient of benefits under the Federal Safety Officers' Benefits Act of 1976, 42 U.S.C. 3796 as presently in effect or as may be amended during the term of this Agreement subject to the following exceptions:

- (1) The insurance coverage extended by this section shall terminate 30 days after the remarriage of the surviving spouse.
- (2) The insurance coverage shall not be extended to a surviving spouse or to any dependent who already has insurance coverage provided by another employer.

Article 26

Wages

Section A. Compensation

Each employee shall be compensated in accordance with respective classification title and corresponding salary range as set forth in Appendix "A" and for the contract period shown in Appendices "B".

Section B. Within Grade Salary Increases

After an appointment or promotion, the employee shall be eligible for a pay increase to a rate midway between his/her entrance rate and the next higher step upon the satisfactory completion of the appropriate probationary period. Then upon the completion of twelve (12) months service, the employee shall be eligible, upon proper recommendation, for an additional one-half (1/2) step increase to the next higher rate of pay. The employee shall then be eligible, upon proper recommendation, on that "anniversary date" for annual one (1) step increases until the top step of assigned pay range is reached. Any salary increase granted in advance of the "anniversary date" shall establish a new "anniversary date."

Any step increase delayed for cause, shall not establish a new "anniversary date" for the purpose of future step increases. Such pay adjustments shall be made effective at the beginning of the pay periods during which the required qualified service and other requirements are reached.

Section C. Transfer Pay

When an employee is transferred to a position in another class, and the class is assigned to the same pay grade as the employee's former class, he/she shall be entitled to the corresponding step in the grade of the class to which he/she has been transferred.

Section D. Promotion Pay

Upon the promotion to a classification having a higher pay range, the employee shall receive an increase in pay equal to one (1) step or the first step of the newly assigned range, whichever is greater.

Nothing in this section is intended to result in one employee being paid less than another employee in like circumstances caused by promotions in relation to an employee's anniversary date. To avoid such a situation, an employee who is promoted prior to his/her anniversary of being hired as a Firefighter shall not be paid less than an employee with the same hire date who is later promoted to the same job classification but after his/her anniversary date. The employee who is promoted first shall have their pay increased to equal that of the employee who was promoted subsequently. The anniversary date of the employee promoted first is the date of his/her most recent promotion.

Section E. Reporting Pay

If an employee reports for work at his/her regular time and place but is sent home by the supervisor because work cannot be performed, such employee shall be paid a minimum of two (2) hours pay at their regular straight time rate.

Section F. Witness Pay

Each employee who is required to appear in a recognized court of law to testify as a witness in connection with his/her employment at times other than their regularly assigned working hours shall receive the following compensation:

1. Appearances on a regular work day shall be compensated for at a rate equal to the employee's regular hourly rate of pay including a minimum guarantee for two (2) hours pay, and additional payment for each full quarter hour (15 minutes) in court thereafter.
2. If an employee is compelled to testify on his/her day off he/she shall be compensated at a rate of one and one-half times the employee's regular hourly rate for up to eight (8) hours for each day of required attendance as well as actual travel time. The City shall pay the employee unreimbursed reasonable meal, lodging and travel expenses.
3. Appearances on the second or succeeding day off shall be compensated at a rate equal to two times the employee's regular hourly rate including a minimum guarantee of two (2) hours pay, and additional payment for each full quarter hour (15 minutes) in court thereafter.

Section G. Hazardous Materials Assignment Pay

Each permanent employee who receives OSHA Hazardous Materials Certification and is assigned by the Chief to the Haz Mat Team shall receive additional compensation at the rate of two thousand dollars (\$2,000) per year to be paid on a pro-rate basis each regular pay day.

Section H. Fire Specialist Certification Incentive Pay (Senior Firefighter)

Fire specialist certification incentive pay shall be awarded to those employees in the rank of fire fighter who obtain a Fire Specialist Certificate and who have been employed four (4) or more years. Such incentive pay shall be five hundred dollars (\$500) per year prorated over 26 pay periods.

Section I. Paramedic Pay

Each employee who satisfactorily completes one year of service and holds state level paramedic certification shall receive additional compensation above the employee's regular pay grade at the rate of five percent (5.0%) per year prorated over 26 pay periods.

Section J. On-Call Pay

Employees required to be on call outside normal working hours and stay within a reasonable responding distance of the City shall be paid one (\$1.00) dollar per hour while on call outside normal working hours and at the normal overtime rate in accordance with Article 29 for time called into service.

Section K. Specialty Team

Employees assigned by the Chief, or his/her designee, to either the Water Rescue Team or Technical Rescue Team will receive additional compensation at the rates of \$900 per year beginning July 1, 2016, \$1,000 per year beginning July 1, 2017, and \$1,100 per year beginning July 1, 2018. Pay will be paid by-weekly.

Article 27

Deferred Compensation

Each employee shall be eligible to contribute up to the maximum amount allowed by the IRS into a deferred compensation plan currently established by the City. The City agrees to contribute a sum equal to that contributed by the employee up to two and one-half percent (2.5%) of the employee's annual salary.

Article 28

Longevity Pay

Permanent employees who have performed satisfactory continuous service for the required number of years shall be eligible to begin receiving longevity pay at the beginning of the payroll period in which the required number of years have been completed.

Section A. Continuous Service

Continuous service shall be terminated by resignation, dismissal, or retirement. If an employee so terminated receives a subsequent reappointment, no credit will be given for the period of service prior to the termination. Continuous service shall not be considered broken if an employee:

1. Is on military leave of absence and returns to City employment in accordance with federal and state law.
2. Is on authorized leave of absence, or on a temporary suspension, without pay. However, no credit shall be allowed for time toward the accumulation of a five-year period by employees suspended or on leave without pay for over thirty (30) consecutive calendar days, and additional time equal to the loss of service must be served to qualify for longevity.

Section B. Amount of Payment

Eligible employees shall receive one percent (1%) of base salary upon completion of five years; two percent (2%) after nine years; three percent (3%) after thirteen years; four percent (4%) after seventeen years; five percent (5%) after twenty-one years; and six percent (6%) after twenty-five years and more continuous satisfactory service in a permanent status.

Article 29

Overtime Pay and Compensatory Time Off

Overtime is all time ordered and worked in units of one-quarter (1/4) hour or more which is in excess of the regularly scheduled hours of work for an employee. It is the policy of the City that overtime, whether compensated for by cash payment or time off, be held to a minimum consistent with efficient operation and the provision of essential services to the public. Whenever possible, work assignments should be made in such a way so as to avoid accumulation of overtime credits.

Section A. Fifty-Three Hour Employees

Fire employees that work an average of Fifty-Three (53) hour week shall be compensated at the discretion of the Fire Chief either by compensatory time off at time and one-half or by cash payment at the rate of time and one-half for work performed in excess of their regular work schedule. Such employees shall be eligible for double-time rates only for working on the second day of two regularly-scheduled days off and shall also be eligible for double-time rates when their scheduled work shift requires them to work on Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day; shift workers who work any portion of any of these five holidays shall be eligible for double-time rates prorated according to the portion of said holiday worked. Employees that are required to work on their scheduled Kelly Day are paid at their double-time rate. For purposes of this section, the day after the scheduled Kelly Day is considered the first day off.

Section B. Forty Hour Employees

Fire employees that work an average of forty (40) hours per week shall be compensated at the discretion of the Fire Chief either by compensatory time off at time and one-half or by cash payment at the rate of time and one-half for work performed in excess of their regular work schedule. Such employees shall be eligible for double-time rates for working a Sunday and a holiday as provided in Article 14, excluding the employee's birthday.

Section C. Administration

1. For the purpose of computing overtime, vacation, holiday, sick and injury leave and earned compensatory time off shall be considered as the same as time worked, unless the overtime work is done for the convenience of and at the request of the employee, in which case the overtime shall be straight time rates.
2. The times when compensatory time off may be taken shall be at the discretion of the Fire Chief, except that the employee's desires shall be given consideration whenever possible. When compensatory time off is ordered by the Fire Chief, or requested by the employee, reasonable advance notice shall be provided, but is not required.

Each employee assigned to a 40-hour workweek shall be allowed to accumulate up to 240 hours of compensatory time before being required to schedule "C" time off or to receive cash payment for overtime worked. Employees assigned to a 53-hour workweek shall be allowed to accumulate up to 240 hours of compensatory time before being required to schedule "C" time off or to receive cash payment for overtime worked.

Employees whose "C" time balances exceed the 240 hour cap may be required, at the discretion of their supervisor, to schedule "C" time off to bring their balance back to 240 hours within a reasonable period of time.

Article 30

Temporary Upgrade

When an employee is required to work in a higher classification for a minimum of twelve (12) hours, such employee will be compensated at the rate shown in Appendix C.

In the case of fifty-three (53) hour week employee, no authorized leave time shall constitute a break in temporary upgrade to a higher level classification, provided such authorized leave shall not be in excess of twelve (12) hours time during the duty shift.

Article 31

Appendices

The following appendices are incorporated and made a part of this Agreement:

Appendix A: Unit Classifications and Salary Range Assignments

Appendix B: Wage schedule effective July 1, 2019 reflects a 3.50% increase; effective July 1, 2020 a 3.50% increase; effective July 1, 2021 a 3.50% increase; and effective July 1, 2022 a 3.50% increase; and to increase step 6 by 0.50% effective July 1, 2019; 0.50% effective July 1, 2020; 0.50% effective July 1, 2021; and 0.52% effective July 1, 2022.

Appendix C: Temporary Upgrade Pay Chart

Article 32

Savings Clause

If any article or section of this Agreement shall be held invalid by operation of law or by a tribunal or competent jurisdiction or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

In the event of a conflict between the Agreement and provision of Chapter 400 of the Code of Iowa, the latter shall prevail.

Article 32A

Employees assigned to the duty officer position will be paid in pay range 25.

Article 32B

Employees performing the work in Prevention, Training, EMS and Special Operations will be paid in pay range 25.

Article 33

Duration of Agreement


This Agreement shall be in effect beginning July 1, 2019 and ending June 30, 2023.

Article 34

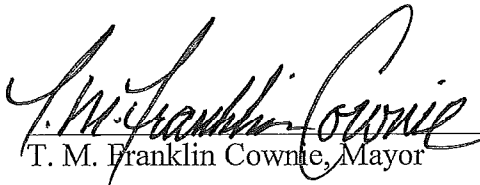
Complete Agreement and Waiver of Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This article is subject to Article 32 entitled "Savings Clause."

The undersigned hereby approve and concur in this Agreement this 24th day of June, 2019.



Joe Van Haalen, President
Des Moines Association of Professional Fire Fighters, Local No. 4


T. M. Franklin Cowrie, Mayor

ATTEST:



Diane Rauh, City Clerk

APPENDIX A - Unit Classifications and Salary Range Assignments

Code	Classification Title	Range Number
9355	Fire Captain	25
9351	Fire Engineer	21
9352	Fire Equipment Mechanic	23
9350	Fire Fighter	20
9354	Fire Lieutenant	23
9345	Fire Medic	22
9361	Fire Prevention Inspector	25
9349	Senior Fire Medic	23
9363	Senior Fire Prevention Inspector	25

APPENDIX B - Wage Schedules

Sal Plan	Range	Step	June 17, 2019- June 14, 2020		June 15, 2020- June 13, 2021		June 14, 2021- June 12, 2022		June 13, 2022- June 25, 2023	
			Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
F53	20	10	22.81	62,868	23.61	65,069	24.44	67,346	25.29	69,703
		15	23.41	64,523	24.23	66,781	25.08	69,118	25.96	71,537
		20	24.02	66,206	24.86	68,523	25.73	70,921	26.63	73,403
		25	24.50	67,518	25.36	69,881	26.24	72,327	27.16	74,858
		30	24.97	68,830	25.85	71,239	26.75	73,732	27.69	76,313
		35	25.51	70,313	26.41	72,774	27.33	75,321	28.29	77,957
		40	26.04	71,768	26.95	74,280	27.90	76,880	28.87	79,570
		45	26.61	73,337	27.54	75,904	28.51	78,560	29.50	81,310
		50	27.19	74,934	28.14	77,557	29.13	80,271	30.15	83,081
		55	27.45	75,665	28.42	78,313	29.41	81,054	30.44	83,891
		60	27.87	76,799	28.99	79,885	30.15	83,094	31.36	86,433
F53	21	10	24.02	66,206	24.86	68,523	25.73	70,921	26.63	73,403
		15	24.50	67,518	25.36	69,881	26.24	72,327	27.16	74,858
		20	24.97	68,830	25.85	71,239	26.75	73,732	27.69	76,313
		25	25.51	70,313	26.41	72,774	27.33	75,321	28.29	77,957
		30	26.04	71,768	26.95	74,280	27.90	76,880	28.87	79,570
		35	26.61	73,337	27.54	75,904	28.51	78,560	29.50	81,310
		40	27.19	74,934	28.14	77,557	29.13	80,271	30.15	83,081
		45	27.79	76,589	28.76	79,269	29.77	82,044	30.81	84,915
		50	28.70	79,099	29.71	81,867	30.74	84,733	31.82	87,698
		55	28.98	79,865	29.99	82,661	31.04	85,554	32.13	88,548
		60	29.41	81,042	30.59	84,298	31.82	87,685	33.09	91,208
F53	22	10	24.97	68,830	25.85	71,239	26.75	73,732	27.69	76,313
		15	25.51	70,313	26.41	72,774	27.33	75,321	28.29	77,957
		20	26.04	71,768	26.95	74,280	27.90	76,880	28.87	79,570
		25	26.61	73,337	27.54	75,904	28.51	78,560	29.50	81,310
		30	27.19	74,934	28.14	77,557	29.13	80,271	30.15	83,081
		35	27.79	76,589	28.76	79,269	29.77	82,044	30.81	84,915
		40	28.41	78,300	29.41	81,041	30.43	83,877	31.50	86,813
		45	29.03	80,012	30.05	82,812	31.10	85,710	32.19	88,710
		50	29.63	81,666	30.67	84,524	31.74	87,483	32.85	90,544
		55	29.94	82,524	30.99	85,413	32.08	88,402	33.20	91,496
		60	30.39	83,766	31.61	87,131	32.89	90,631	34.21	94,273
F53	23	10	25.81	71,140	26.72	73,630	27.65	76,207	28.62	78,875
		15	26.38	72,709	27.31	75,254	28.26	77,888	29.25	80,614
		20	26.94	74,250	27.88	76,848	28.86	79,538	29.87	82,322
		25	27.56	75,961	28.53	78,620	29.53	81,371	30.56	84,219
		30	28.16	77,615	29.15	80,332	30.17	83,144	31.22	86,054
		35	28.77	79,298	29.78	82,074	30.82	84,946	31.90	87,920
		40	29.39	81,010	30.42	83,845	31.49	86,780	32.59	89,817
		45	29.98	82,636	31.03	85,528	32.12	88,521	33.24	91,620
		50	30.62	84,376	31.69	87,329	32.80	90,385	33.94	93,549
		55	30.92	85,214	32.00	88,196	33.12	91,283	34.28	94,478
		60	31.37	86,460	32.63	89,934	33.94	93,547	35.31	97,305

Sal Plan	Range	Step	June 17, 2019- June 14, 2020		June 15, 2020- June 13, 2021		June 14, 2021- June 12, 2022		June 13, 2022- June 25, 2023	
			Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
F53	24	10	26.94	74,250	27.88	76,848	28.86	79,538	29.87	82,322
		15	27.56	75,961	28.53	78,620	29.53	81,371	30.56	84,219
		20	28.16	77,615	29.15	80,332	30.17	83,144	31.22	86,054
		25	28.77	79,298	29.78	82,074	30.82	84,946	31.90	87,920
		30	29.39	81,010	30.42	83,845	31.49	86,780	32.59	89,817
		35	29.98	82,636	31.03	85,528	32.12	88,521	33.24	91,620
		40	30.62	84,376	31.69	87,329	32.80	90,385	33.94	93,549
		45	31.29	86,230	32.38	89,248	33.52	92,372	34.69	95,605
		50	31.99	88,170	33.11	91,255	34.27	94,449	35.47	97,755
		55	32.31	89,051	33.44	92,168	34.61	95,394	35.82	98,733
		60	32.81	90,416	34.13	94,049	35.50	97,827	36.92	101,758
F53	25	10	28.16	77,615	29.15	80,332	30.17	83,144	31.22	86,054
		15	28.77	79,298	29.78	82,074	30.82	84,946	31.90	87,920
		20	29.39	81,010	30.42	83,845	31.49	86,780	32.59	89,817
		25	29.98	82,636	31.03	85,528	32.12	88,521	33.24	91,620
		30	30.62	84,376	31.69	87,329	32.80	90,385	33.94	93,549
		35	31.29	86,230	32.38	89,248	33.52	92,372	34.69	95,605
		40	31.99	88,170	33.11	91,255	34.27	94,449	35.47	97,755
		45	32.74	90,223	33.88	93,381	35.07	96,649	36.30	100,032
		50	33.09	91,193	34.25	94,385	35.45	97,688	36.69	101,107
		55	33.42	92,103	34.59	95,327	35.80	98,664	37.05	102,117
		60	33.92	93,484	35.28	97,240	36.70	101,146	38.17	105,210
FIR	20	10	30.23	62,883	31.29	65,084	32.39	67,362	33.52	69,720
		15	31.03	64,541	32.12	66,800	33.24	69,138	34.40	71,558
		20	31.84	66,220	32.95	68,538	34.10	70,937	35.30	73,419
		25	32.45	67,490	33.58	69,852	34.76	72,297	35.97	74,828
		30	33.10	68,847	34.26	71,256	35.46	73,750	36.70	76,331
		35	33.82	70,354	35.01	72,816	36.23	75,364	37.50	78,002
		40	34.51	71,774	35.71	74,286	36.96	76,886	38.26	79,578
		45	35.24	73,303	36.48	75,868	37.75	78,524	39.07	81,272
		50	36.02	74,917	37.28	77,540	38.58	80,253	39.93	83,062
		55	36.38	75,670	37.65	78,318	38.97	81,059	40.33	83,896
		60	36.93	76,807	38.41	79,892	39.95	83,102	41.56	86,441
FIR	21	10	31.84	66,220	32.95	68,538	34.10	70,937	35.30	73,419
		15	32.45	67,490	33.58	69,852	34.76	72,297	35.97	74,828
		20	33.10	68,847	34.26	71,256	35.46	73,750	36.70	76,331
		25	33.82	70,354	35.01	72,816	36.23	75,364	37.50	78,002
		30	34.51	71,774	35.71	74,286	36.96	76,886	38.26	79,578
		35	35.24	73,303	36.48	75,868	37.75	78,524	39.07	81,272
		40	36.02	74,917	37.28	77,540	38.58	80,253	39.93	83,062
		45	36.84	76,618	38.12	79,300	39.46	82,075	40.84	84,948
		50	37.69	78,405	39.01	81,149	40.38	83,989	41.79	86,929
		55	38.07	79,182	39.40	81,953	40.78	84,821	42.21	87,790
		60	38.64	80,376	40.19	83,606	41.81	86,964	43.49	90,458

Sal Plan	Range	Step	June 17, 2019- June 14, 2020		June 15, 2020- June 13, 2021		June 14, 2021- June 12, 2022		June 13, 2022- June 25, 2023	
			Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
FIR	22	10	33.10	68,847	34.26	71,256	35.46	73,750	36.70	76,331
		15	33.82	70,354	35.01	72,816	36.23	75,364	37.50	78,002
		20	34.51	71,774	35.71	74,286	36.96	76,886	38.26	79,578
		25	35.24	73,303	36.48	75,868	37.75	78,524	39.07	81,272
		30	36.02	74,917	37.28	77,540	38.58	80,253	39.93	83,062
		35	36.84	76,618	38.12	79,300	39.46	82,075	40.84	84,948
		40	37.64	78,297	38.96	81,038	40.32	83,874	41.74	86,810
		45	38.46	79,998	39.81	82,798	41.20	85,696	42.64	88,695
		50	39.30	81,742	40.67	84,603	42.10	87,564	43.57	90,629
		55	39.68	82,534	41.07	85,423	42.51	88,413	43.99	91,507
	60	40.28	83,773	41.89	87,139	43.58	90,640	45.33	94,281	
FIR	23	10	34.20	71,129	35.39	73,618	36.63	76,195	37.91	78,861
		15	34.94	72,679	36.16	75,222	37.43	77,855	38.74	80,580
		20	35.69	74,229	36.94	76,827	38.23	79,515	39.57	82,299
		25	36.50	75,929	37.78	78,587	39.10	81,337	40.47	84,184
		30	37.33	77,651	38.64	80,369	39.99	83,182	41.39	86,094
		35	38.13	79,309	39.46	82,085	40.85	84,958	42.27	87,931
		40	38.93	80,967	40.29	83,801	41.70	86,734	43.16	89,769
		45	39.73	82,646	41.12	85,539	42.56	88,532	44.05	91,631
		50	40.55	84,347	41.97	87,299	43.44	90,354	44.96	93,517
		55	40.96	85,202	42.40	88,185	43.88	91,271	45.42	94,465
	60	41.58	86,478	43.25	89,952	44.98	93,566	46.79	97,325	
FIR	24	10	35.69	74,229	36.94	76,827	38.23	79,515	39.57	82,299
		15	36.50	75,929	37.78	78,587	39.10	81,337	40.47	84,184
		20	37.33	77,651	38.64	80,369	39.99	83,182	41.39	86,094
		25	38.13	79,309	39.46	82,085	40.85	84,958	42.27	87,931
		30	38.93	80,967	40.29	83,801	41.70	86,734	43.16	89,769
		35	39.73	82,646	41.12	85,539	42.56	88,532	44.05	91,631
		40	40.55	84,347	41.97	87,299	43.44	90,354	44.96	93,517
		45	41.48	86,284	42.93	89,304	44.44	92,430	45.99	95,665
		50	42.40	88,200	43.89	91,287	45.42	94,482	47.01	97,789
		55	42.83	89,079	44.33	92,197	45.88	95,424	47.48	98,764
	60	43.47	90,415	45.22	94,048	47.03	97,826	48.92	101,756	
FIR	25	10	37.33	77,651	38.64	80,369	39.99	83,182	41.39	86,094
		15	38.13	79,309	39.46	82,085	40.85	84,958	42.27	87,931
		20	38.93	80,967	40.29	83,801	41.70	86,734	43.16	89,769
		25	39.73	82,646	41.12	85,539	42.56	88,532	44.05	91,631
		30	40.55	84,347	41.97	87,299	43.44	90,354	44.96	93,517
		35	41.48	86,284	42.93	89,304	44.44	92,430	45.99	95,665
		40	42.40	88,200	43.89	91,287	45.42	94,482	47.01	97,789
		45	43.40	90,267	44.92	93,426	46.49	96,696	48.12	100,081
		50	43.82	91,150	45.36	94,340	46.94	97,642	48.59	101,059
		55	44.26	92,067	45.81	95,289	47.42	98,624	49.08	102,076
	60	44.93	93,444	46.73	97,198	48.61	101,103	50.56	105,165	

APPENDIX C - Temporary Upgrade Pay

Primary Rank	Acting Rank	% Increase
Firefighter	Engineer	5%
	Fire Medic	10%
	Sr. Fire Medic	10
	Lieutenant	10
	Captain	10
Engineer	Fire Medic	5%
	Sr. Fire Medic	7.5%
	Lieutenant	7.5%
	Captain	10%
Fire Medic	Sr. Fire Medic	5%
	Lieutenant	5
	Captain	10%
Sr. Fire Medic	Captain	7.5%
Lieutenant	Captain	7.5%
Captain	District Chief	8%
Sr. Fire Inspector	District Chief	8%
Fire Mechanic	Fire Maint. Superintendent	17%

Exhibit 1 - Health Plans

Benefit	Option 1	"HMO Option"
Annual Deductible		
Individual	\$250	\$0
Family	\$500	\$0
Coinsurance	Level 1 & 2 10% / Level 3 30%	0%
Annual Out-of-Pocket		
Individual	\$750	\$500
Family	\$1,500	\$1,000
Lifetime Maximum Benefit	Unlimited	Unlimited
Covered Services		
Office Visit Services	Level 1 & 2 \$10 Copay	\$5 Copay
Services Not Subject to Copay	Physician services related to level 1 maternity care	Immunizations/ Diagnostic x-rays and Laboratory Services/ Emergency Care out of Area/ Maternity Care
Preventive Office Services	Level 1 & 2 \$10	\$5 Copay
Other Copay	Mammography and interpretation \$10	Outpatient Copay \$20 applies to Authorized prosthetic devices and DME
Eye Exams - One per benefit period	Office Level 2 Copay- \$10	\$5 copay for ophthalmologist/ copay waived for optometrist
Routine Hearing Exams	Not Covered	One Per Benefit Period/ Office \$5
Inpatient Physician Services	coinsurance after deductible	Covered at 100%
Inpatient Hospital Services	coinsurance after deductible	Covered at 100%
Outpatient Hospital Charges	coinsurance after deductible	Covered at 100%
Outpatient Physician Services	coinsurance after deductible	Covered at 100%
Emergency Room	\$50 Copay	\$25 Copay
Skilled Nursing (limited to 90 days per benefit Period)	coinsurance after deductible	Covered at 100%
Hospice Care (limited to 15 days inpatient/ 15 days outpatient)	20 % coinsurance after deductible	Covered at 100%
Morbid Obesity (surgical and non surgical)	coinsurance after deductible	Covered at 100%
Inpatient Mental Health & Substance Abuse	Covered at 100% in Network	Covered at 100%
Outpatient Mental Health & Substance Abuse	coinsurance after deductible	Covered at 100%
Office Mental Health & Substance Abuse	\$10 Copay	\$5 Copay
Prescription Drugs	\$5/\$15	\$5 or 25% whichever is greater

Exhibit 2 - Dental Plan

Procedure	Deductible	Benefit Percent
Routine Oral Examinations	\$0	100%
Restorative Oral Surgery & Prosthetics	\$25	80%
Major Oral Surgery & Prosthetics	\$25	50%
Orthodontia	\$25	50%
Calendar year maximum benefit		\$1250