

**Bargaining Agreement**  
**between**  
**Cedar Rapids Airport Commission**  
**and**  
**International Association of Firefighters**  
**Local 2607**

**April 19, 2014 – June 30, 2019**

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## **Agreement**

AGREEMENT entered into by the CEDAR RAPIDS AIRPORT COMMISSION (Employer) and THE CEDAR RAPIDS MUNICIPAL AIRPORT PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 2607, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (Union), for the purpose of promoting harmonious relations between the Employer, its Bargaining Unit Employees, and the Union; establishing an equitable and peaceful procedure for the resolution of differences between the parties; and establishing wages, hours and the terms and conditions of employment specified as negotiable items under Section 9, Scope of Negotiations, of the Iowa Public Employment Relations Act.

### **Article 1 – Recognition**

The Employer recognizes the Union as the exclusive Bargaining Representative for its Bargaining Unit Employees as set forth in Iowa Public Employment Relations Board, Case No. 1206, namely: All Safety Officers and Senior Safety Officers, but excluding the Airport Director, Director of Finance and Administration, Director of Operations, Airport Public Safety Commander, clerical employees, maintenance employees, and all other employees excluded by Section 4 of the Act.

### **Article 2 – Contract Terms**

The following definitions of terms shall apply throughout this Agreement unless specifically provided otherwise:

Act: The Iowa Public Employment Relations Act.

Bargaining Unit: Employees within the Bargaining Unit recognized by the Employer and defined in Article 1, Recognition, paragraph 1 hereof.

Commission: The members of the Cedar Rapids Airport Commission.

Employee: Any person within the Bargaining Unit employed by the Employer on a continuing regular full-time basis (i.e., working forty (40) hours or more per week).

Part-time Employee: Any person within the Bargaining Unit employed by the Employer on a continuing part-time basis, (i.e., working less than forty (40) hours per week, anticipated by the Employer to extend for a period of six (6) months or more). Part-time Employees are entitled to benefits on a pro-rata basis according to hours regularly worked on a weekly basis and their seniority shall be separate from that of full-time Employees. Part-time Employees will supplement but not replace full-time Employees.

Temporary Employee: Any person within the Bargaining Unit employed by the Employer on a full-time or part-time basis anticipated by the Employer to extend for a period of less than six (6) months. A temporary Employee shall not be entitled to any contract benefits, shall not accrue any seniority, and shall not permanently replace a regular full-time Employee.

Employer: Cedar Rapids Airport Commission, acting through its Airport Director, Director of Finance and Administration, Director of Operations, or other persons designated by the Commission to act on its behalf.

Gender: Employees may occasionally be referred to as "he" or "his" in this Agreement. Such designation is for convenience only as all references to Employees are intended to apply to Employees of both genders.

Immediate Family: The Employee's spouse, father, mother, children, brother, sister, grandparent, mother and father-in-law, brother and sister-in-law, grandchildren, and stepfather, stepmother, stepsister, stepbrother, or stepchildren.

PERB: The Iowa Public Employment Relations Board.

### **Article 3 – Tuition Reimbursement**

Employees are eligible for reimbursement of sixty percent (60%) of the cost of tuition and books in pursuit of educational opportunities through courses, programs or degree studies that reasonably relate to current job duties or future Airport assignments. All courses must be approved by the Airport Director prior to enrollment in the classes. City Personnel Policy 6.04, Educational Assistance Program, spells out the procedural rules for participating in this program.

### **Article 4 – Union Business**

1. The processing of grievances and/or other Union business will be performed on the Employee's own time. However, any Union business which, out of necessity, must be performed during regular working hours shall be permitted only after advance approval has been obtained from the Airport Director or the Director of Operations and shall be accomplished in such a manner as to avoid interference with operations and/or the performance of any Employee's job duties.
2. Members of the Union Negotiating Committee may attend negotiation sessions scheduled during their working hours while on duty, provided that such attendance does not interfere with their availability or the performance of their duties. This provision shall not permit more than one (1) Employee per shift to attend negotiating sessions while on duty.

### **Article 5 – Hours of Work and Overtime**

1. The Employer shall establish and post uniform hours of work within work groups and shifts as determined to best meet the needs of the Airport. Except in emergency situations, two (2) weeks notice will be given to affected Employees of a change in the schedule of hours to be worked.
2. The Employer will post the annual shift schedule for bid on December 1 to be effective the first twenty-seven (27) day cycle of January. Within the first four (4) days after the posting, each Senior Safety Officer will designate in writing their order of preference for the assignment of shift. Following the assignment of the Senior Safety Officer schedule, the remaining shifts will be posted for four days (4). All remaining officers will designate their preference in writing for the assignment of shift. Such shift preferences will be honored according to seniority to fill the job classifications on each shift. The Employer will promptly post the new shift assignment.

3. Employees may exchange shifts provided the Employees mutually agree to the exchange, the Employer approves the exchange in advance, and the exchange will result in no additional cost to the Employer. Responsibility for arranging the repayment of such time rests with the employees involved. No obligation shall be placed upon the Airport Commission for repayment of time voluntarily traded or repaid between employees. Under no circumstances shall the use of this option create any additional cost, through overtime or otherwise, to the Airport Commission.
4. The workweek commences Friday at midnight and ends the following Friday at midnight.
5. All changes in shift assignments to cover for training, flex leave, illness, FMLA or military leave will be based on seniority.
6. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per week or of the number of days of work per week. Any time the words "work day" or "day" appear it shall mean twenty-four (24) hours for shift personnel, and eight (8) or ten (10) hours for non-shift employees.
  - a. 24 Hour Shift Schedule: Shift employees shall work an average schedule of 53 hours per week. The basic schedule for 24 hour shift personnel shall be one twenty-four (24) hour period on duty followed by one twenty four (24) hour period off followed by one twenty four (24) hour period on followed by one twenty four (24) hour period off followed by one twenty four (24) hour period on followed by four (4) twenty-four (24) hour periods off duty with a scheduled shift off after seventeen (17) work shifts. The schedule will repeat every fifty-four (54) calendar days. The reporting relief time will be 0700, except when budgeting limitations or operational requirements would, at the discretion of the employer, require otherwise.
  - b. Non-Shift Schedule: The basic workweek for non-shift personnel shall consist of a forty (40) hour per week schedule consisting of five (5) consecutive eight (8) hour workdays on duty Monday through Friday followed by two (2) days off-duty or four (4) consecutive ten (10) hour work days Monday through Thursday to be followed by three (3) days off duty. Employees may be placed on a non-shift schedule to accommodate Administrative Leave, Light Duty, or Training at the discretion of the employer.
7. Nothing herein shall be construed as a limitation on the Employer's right to require overtime work. The Employer will attempt to provide two (2) days' advance notice of overtime. Mandatory overtime for a specific event will be forwarded to the Employees upon confirmation of said event. In the event of emergency overtime, the Employer will provide as much advance notice as is possible.
8. Staffing Situation: If there is a potential loss of life or property, a need for immediate security, or a shift that requires airline indexing or mandated security requirements, the Employer may request officers who are not currently working to report for duty and work until the situation is resolved. In the event that a vacancy on the shift occurs due to an illness or injury, within twenty-four (24) hours of the shift, the Employer, at its discretion, may fill the vacancy with overtime. Overtime will be filled in the following manner:
  - a. The overtime shall be offered first to the Employees on a shift at the time, starting with the most senior Employee.
  - b. If all Employees on the shift decline the overtime opportunity, the Employer shall offer the overtime to Employees who are not working, starting with the most senior Employee.

- c. In the event that all employees decline the overtime, the scheduled employees on the shift prior to and after the shift will be required to fill the shift period equally based on seniority.
  - d. All other overtime greater than two (2) weeks out will be posted and given to the most Senior Employee. Overtime less than two (2) weeks will require the call down list and given to the most senior employee. Any Employee that can work the entire posted overtime shift will get precedence over more Senior Employee that cannot work entire posted shift. In the event that all employees decline the overtime, the scheduled employees on the shift prior to and after the shift will be required to fill the shift period equally based on seniority.
9. Overtime Compensation:
- a. Shift Employees: One and one-half (1½) hours compensatory time off or time and one-half (1½) an Employee's regular straight time hourly rate will be paid for each hour worked in excess of the normal work week.
  - b. Non-Shift Employees: One and one-half (1½) hours compensatory time off or time and one-half (1½) an Employee's regular straight time hourly rate will be paid for each hour worked in excess of eighty (80) hours in a pay period.
  - c. An Employee called in to work on their day off will receive a minimum of two (2) hours overtime pay.
  - d. An Employee working an extra job that is contracted with the employer shall receive one and one-half (1 ½) times an employee's equivalent "Non-shift" wage rate.
10. All Employees are required to either sign a daily time sheet or punch the time clock. The foregoing also applies to overtime work.
11. No Employee shall perform work for the Employer on any kind of an overtime basis without the prior approval of the Employer.
12. The Employee's employment with the Employer is his/her primary job responsibility. Therefore, no Employee will engage in outside employment or other activities that will interfere with his/her job performance or reasonable availability for overtime work. Employees must promptly notify the Employer, in writing, of any outside employment.
13. In the event the Employer requires in-service training or certification, including recertification, such training will be considered as hours worked for employees on shift. Employees required to attend such training off-duty will accrue compensatory time-off at the rate of time and one-half (1 ½) for hours actually worked. Arrangements for required certification will be subject to prior Employer approval.
14. Compensatory time off will be arranged to the mutual satisfaction of the Employee and the Employer.
15. Employees scheduled to work overtime, which begins on a paid holiday, shall receive one and one-half (1½) times their regular hourly rate of pay for the hours worked or the equivalent compensatory time off, which shall be in addition to their holiday pay.
16. Non-Shift Employees: The Employer shall make a reasonable effort not to work an Employee in excess of sixteen (16) hours in a day; furthermore, the Employer shall make a reasonable effort for an Employee to have off a minimum of eight (8) hours between shifts.  
24 Hour-Shift Employees: The Employer shall make a reasonable effort not to work an Employee in excess of two (2) twenty-four (24) hour consecutive shifts; furthermore, the Employer shall make a reasonable effort for an Employee to have off a minimum of twelve

(12) hours after working any forty-eight (48) hour consecutive period. Employee will limit the number of voluntary shift exchanges that result in an employee working two (2) twenty-four (24) hour consecutive shifts to two (2) occurrences per month.

17. Non-Shift Employees: The Parties are in agreement that it is Management's intent to work Employees eighty (80) hours over a pay period. Employees that work in excess of forty (40) hours in any one (1) week will not be compensated at the overtime rate. Only hours in excess of eighty (80) hours in a pay period will be compensated at the overtime rate.
18. Compensatory time may be accumulated or used. However, employees may on the last pay check of each fiscal year, request to cash in up to eighty (80) hours of their accumulated compensatory time balance. In the event of an Employee's death, the accumulated compensatory time off will be paid to the estate.

### **Article 6 – Seniority**

1. Except for the purposes of job classification seniority, seniority is the length of an Employee's continuous service with the Commission since the Employee's last date of hire as an Employee within the Bargaining Unit. Job classification seniority is an Employee's total service as a regular Employee within a job classification.
2. A new Employee shall be on probation and have no seniority rights or recourse to the grievance procedure (except as to hourly rate of pay, holiday pay, overtime pay, leave pay and group insurance eligibility) for a period of one (1) year from the date he commences work and, if retained, his seniority shall be calculated from hire date.
3. The Union shall have no jurisdiction over new hire probationary Employees except as to the processing of grievances as provided in Paragraph 2 above. The foregoing in no way limits or restricts Union membership by such Employees.
4. The Employer will provide the Union with seniority lists of Employees within the Bargaining Unit (i.e., employment, job classification, full-time, part-time). Such lists shall be reviewed and updated every six (6) months. Objections to the lists must be filed as a grievance within ten (10) workdays of receipt by the Union. Unless such objections are timely filed, the lists shall be deemed correct and binding.
5. An Employee shall lose his seniority rights and his employment automatically terminated if he quits or retires, or is discharged for proper cause.

### **Article 7 – Temporary Transfers**

The Employer shall have the right to temporarily transfer Employees from job to job within the Bargaining Unit where deemed necessary by it and nothing in this Agreement shall be construed as a restriction on this right. Such temporary transfer shall not result in a reduction of the regular pay rate of the transferred Employee. If the temporary transfer is to a higher paid classification, the Employee shall be paid at the higher rate. The foregoing shall not apply in training assignments or when assisting in a higher paid classification.

## **Article 8 – Layoff and Recall**

1. Layoff will be according to seniority in the job classification affected. Except in cases of emergency, notice of layoff will be given at least ten (10) calendar days in advance of the layoff. Employees being laid off may bump the Employee with the least seniority in any other job classification provided they have the seniority to do so and are fully qualified and able to then satisfactorily perform all of the job duties of the Employee to be bumped. An Employee bumping into another job classification, which is nearest to his regular hourly rate in his former job classification.
2. An Employee to be recalled from a layoff shall be so notified as far in advance as is possible by certified mail, return receipt requested, mailed to his last address as shown on the Employer's records. Any Employee so called back to work who fails to report ready for work within ten (10) calendar days after receiving such notice or at the time and date indicated in the notice, whichever is the later, shall automatically lose his seniority rights. An Employee shall be considered as having received notice of recall as of the date such notice is delivered to his last known address as reflected by the Employer's records. It is the Employee's responsibility to keep the Employer informed of his current address and phone number.
3. Employees on layoff shall be recalled to their jobs in the reverse order of their layoff.
4. All Employees on a layoff status shall retain the seniority that they had when they were laid off. They will not continue to earn seniority while on layoff. Upon return to work after recall, a laid off Employee will have his seniority date adjusted to give him credit for past seniority. Further, any time worked with an employer other than the employer designated by PERB shall not be considered time worked for the purpose of seniority or benefits related thereto.

## **Article 9 – Rest Periods & Meals**

Non-shift employees will be allowed one half (1/2) hour meal period, approximately the middle of the shift and two (2) fifteen (15) minute paid rest periods each day; one (1) period before and one (1) period after the lunch break. Rest periods for twenty-four (24) hour shift employees will be taken as time allows throughout the shift. It is the intent of the employer to provide eight (8) hours of onsite downtime subject to operational requirements. The rest periods will be taken consistent with the proper performance of the Employee's job duties and with airport emergencies taking precedence over anticipated rest periods.

## **Article 10 – Grievance Procedure**

1. Should any Employee grievance or dispute arise over the interpretation and application of this Agreement or any Agreement made supplementary hereto, it shall be settled in accordance with the following procedure:

**Step 1:** The grievance or dispute shall first be taken up between the Employee and a member of the Union Grievance Committee. If the Union Grievance Committee determines that no grievance exists, no further action is necessary. Should the Committee determine the grievance is valid, it will reduce it to writing (citing the Article and paragraph of the Contract alleged to have been violated) and present the grievance to the Airport Public

Safety Commander or his designee. The Employee may, if he desires, accompany the Committeeman when the grievance is presented to the Airport Public Safety Commander or his designee. The Airport Public Safety Commander or his designee shall give his written answer to the grievance within seven (7) calendar days of his receipt of the grievance. Any matter not so taken up with the Airport Public Safety Commander or his designee within seven (7) calendar days of the event which is the basis of the grievance or dispute or within seven (7) calendar days of the date such Employee should have known with due diligence of such event, whichever is the later, shall be deemed waived and entitled to no further consideration. If the matter is not settled at this point, it shall be submitted to the Director of Operations.

**Step 2:** In the event the Union chooses to challenge the written answer given by the Airport Public Safety Commander or his designee under Step 1, it shall so notify the Director of Operations in writing within seven (7) calendar days after receipt of such written answer. Within seven (7) calendar days after receipt of the written Union challenge, or at such other mutually agreeable time, the Union Grievance Committee and the Director of Operations shall meet and review the matter. Within seven (7) calendar days after such meeting, the Director of Operations shall indicate his decision, in writing, to a member of the Union Grievance Committee. If the matter is not settled at this point, it shall be submitted to the Airport Director.

**Step 3:** In the event the Union chooses to challenge the written answer given by the Director of Operations under Step 2, it shall so notify the Airport Director in writing within seven (7) calendar days after receipt of such written answer. Within seven (7) calendar days after receipt of the written Union challenge, or at such other mutually agreeable time, the Union Grievance Committee and the Airport Director shall meet and review the matter. Within seven (7) calendar days after such meeting, the Airport Director shall indicate his decision, in writing, to a member of the Union Grievance Committee. If the matter is not settled at this point, it shall advance to Step 4.

**Step 4:** If the answer of the Employer is not accepted by the Union, it must so notify the Airport Director within fifteen (15) calendar days of the receipt of the Employer's answer and request arbitration. A position statement regarding the alleged contract violation will be provided to the Airport Director. The Union shall prepare the request for arbitration and shall submit it to the Federal Mediation and Conciliation Service (FMCS) requesting a list of five (5) Arbitrators, all of whom shall be members of the National Academy of Arbitrators either from Iowa or from a state contiguous to Iowa.

The parties shall meet within ten (10) days after receipt of the panel from FMCS, to select an Arbitrator under the following procedure. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party making the first strike shall be decided by a flip of a coin; the other party shall strike one (1) name. The process will be repeated and the remaining person shall be the Arbitrator.

The arbitration hearing will be held within four (4) months of the request for arbitration. The Arbitrator shall be advised of the limitation placed on his authority by statute and by the Agreement and that his final decision is expected within thirty (30) days after the hearing date. The agreed upon limitations are:

- a. The decision of the Arbitrator shall be final and binding upon all parties to the Agreement and any Employee involved in the dispute. Any award resulting from the Arbitrator's decision shall not be retroactive beyond the date of which the grievance first occurred.

- b. The Arbitrator shall be limited to interpreting the Agreement and applying it to the particular case presented to him; he shall have no authority to add to, subtract from, disregard or in any way modify the terms of this Agreement or any Agreement made supplementary thereto.

The Union will present its case first except in the case of disciplinary action where the Employer shall present its case first. Each party shall bear all the expense incurred in the presentation of its case, and both parties shall equally share the expense of the Arbitrator and other incidental and necessary expenses involved.

2. The time sequences in the various steps of the grievance procedure are mandatory. However, extensions may be granted by mutual written Agreement of the Union Grievance Committee and the Airport Director.
3. Grievances must be taken up promptly and awards and settlements thereof shall in no case be retroactive beyond the date on which the grievance was first presented in written form as provided above. If a grievance is not presented within the time limits specified, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer.
4. During the period this Agreement is in effect, unless agreed to the contrary by the Employer, no meetings for any purpose of any part or all of the Employees shall be called for or held during working hours, which would result in a partial or complete shutdown of the Employer's facilities or the curtailment of the performance of Airport services.
5. If it is determined an Employee has been suspended or discharged without proper cause, such Employee shall be entitled to reinstatement of seniority and payment for time lost; provided, however, that such payment shall take into account any penalty, which it is determined would have been justified under the circumstances of the particular case.
6. It shall be the duty and responsibility of the Union representatives to make every effort to encourage Employees to settle all grievances through the established grievance procedure without any interference with the performance of the Employer's services. The procedures set forth herein shall constitute the sole and exclusive method for the determination, decision, adjustment or settlement between the parties of any and all grievances and shall constitute the sole and exclusive remedy, except as may be otherwise provided by law.
7. No dispute concerning the job classifications and rates therefore shall be subject to a grievance or arbitration unless during the period of this Agreement the Employer materially changes the job duties of an existing job, creates a new job classification, or changes the rate of pay for any existing job classification.

#### **Article 11 – Leaves of Absence**

1. Employees must, at the earliest possible date, make written request to the Airport Director for any leave of absence setting forth the reason for the leave of absence and the approximate length of time off desired.
2. Medical Leave. A leave of absence for disabling or confining illness or injury will be granted by the Employer on the basis set forth in Article 15 hereof. An Employee placed on medical leave may apply all of his/her accrued leave, and earned comp time toward the work time lost. After ninety (90) calendar days, Employee may elect to receive Long-term Disability pay. The Employee may continue on medical leave but without pay until eligible for Long-

term Disability pay. Medical Leave shall run concurrently with the provisions of the Family Medical Leave Act.

3. Maternity Leave. A leave of absence for maternity purposes will be granted by the Employer as required by law.
4. Leaves for On-the-Job Injuries. The first three (3) consecutive calendar days that an Employee injured on the job in the employment of the Employer is off work shall be on the basis of Employer-Leave available from the Employee's balance.  
  
After said three (3) day period, the Employee shall be entitled to further leave without the same being deducted from his Flex Leave for such time that the Employee is physically unable to work if it is determined that the Employee was hurt on the job.
5. Special Leave. For proper cause, the Employer may authorize special leaves of absence for periods up to thirty (30) calendar days. Such leaves may be extended at the discretion of the Employer.
6. Fringe Benefits During Leaves of Absence. A regular full-time Employee on authorized leave of absence without pay may continue to carry the Employer's health and life insurance coverage during those months in which he receives no earned benefits (for hours worked, paid Flex Leave, Long-term Illness/Injury, etc.) by making arrangements with the Payroll Department and paying the full cost thereof on or before the due date of each monthly premium. However, such Employee (one on authorized leave of absence without pay) will not accrue Flex Leave or Long-term Illness/Injury benefits while on such a leave.
7. Military Leave. Employees shall be entitled to the military benefits provided under the Iowa Code at Section 29A.28 and the Federal Selective Service Act. Proof of service must be returned to the Airport Director before any salary or wage reimbursement is paid
8. Status on Return from Leave. Employees returning from authorized leaves of absence of sixty (60) calendar days or less and Employees returning from an authorized medical leave within one (1) year will return to their regular jobs. Employees returning from authorized leaves of absence of more than sixty (60) calendar days will return to their regular jobs if vacant. Should there be no vacancy, the returning Employee shall replace the Employee in his job classification having the least seniority provided the returning Employee has greater seniority than the Employee to be replaced.

## **Article 12 – Flex Leave**

Flex Leave is a combination of holiday pay, vacation leave, personal leave, sick leave, and funeral leave. See Appendix A for details. Misuse of Flex Leave or misrepresentation in connection therewith shall constitute proper cause for discipline. Flex Leave benefits and regular pay will not be paid for the same hours. A schedule for block Flex Leave will be posted February 1 by the Employer and to conclude no later than March 1. Block Flex Leave requests will be accepted for April 1 of the current year to January 1 of the following year. Each Employee will be responsible for submitting their request on or before their assigned day or they will forfeit their request that round. Each Employee may request one (1) day up to four (4) consecutive weeks, and only consecutive time, each round. Each Employee will receive one (1) calendar day to submit their 1<sup>st</sup> round request beginning with the most senior Employee on their assigned shift to the least senior Employee on their assigned shift and will also be granted in that same order. Upon conclusion of the 1<sup>st</sup> round any subsequent rounds will be conducted in the same manner as the 1<sup>st</sup> round. There must be appropriate workforce on hand at all times. Flex Leave will be scheduled according to Airport operational requirements.

**Article 13 – Paid Holidays**

1. There shall be eight (8) regular paid holidays, namely: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the day after Thanksgiving; Christmas Eve Day; Christmas Day. In lieu of receiving holiday pay, the Employer has agreed to revise the Flex Leave Policy and increase the monthly accrual rates by 5.3 hours.
2. Should the paid holiday be celebrated on a qualified Employee's scheduled day off, he shall receive no holiday pay for the unworked holiday. Employees scheduled to work a paid holiday will receive one and one-half (1½) times their regular hourly rate of pay for the hours worked or equivalent compensatory time off.
3. Time off in lieu of pay will be arranged to the mutual satisfaction of the Employee and the Employer.
4. For holiday pay purposes, the calendar day during which an Employee's shift commenced shall be considered the calendar day worked. A shift commencing at midnight falls within the calendar day in which the midnight occurs.

**Article 14 – Job Classifications, Wage Rates and Deferred Compensation**

By this reference, the job classifications and wage rates set forth in the attached Exhibit "A" is incorporated herein and made a part of this Agreement.

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 Employer agrees to contribute a sum equal to that contributed by the employee up to one-half percent (1/2 %) of the employee's annual salary.

**Article 15 – Longevity**

1. Longevity payments, which are not a part of base rate schedules, will be accrued monthly and paid twice yearly, on the second paycheck in December and June, on the following basis:

After five (5) years of continuous service .....	\$20 per month
After ten (10) years of continuous service.....	\$40 per month
After fifteen (15) years of continuous service .....	\$60 per month
After twenty (20) years of continuous service .....	\$80 per month
After twenty-five (25) years of continuous service.....	\$100 per month

## **Article 16 – Insurance**

1. The Employer will continue to make its group medical, hospital, life, AD&D, DXL, and disability insurance programs available to Employees. The foregoing insurance shall include the current Dental Plan with the Employer paying the full single premium and the family coverage being available to Employees at the Employee's cost.
2. Insurance premiums, plan deductibles, and plan design will be established by the bargaining agreement(s) between the Cedar Rapids Fire Departments bargaining unit and the City of Cedar Rapids for the term of this agreement. Said insurance provisions, attached herein as Exhibit B, will be updated as required to coincide with the term of this agreement.
3. Employees are eligible for IRS 125 to pay the premiums in pre-tax dollars, as well as sign up for the other tax breaks allowed under the law.
4. The Employer will contribute one-half (½) of the health insurance premium for the first five (5) months of eligibility.
5. The City will offer a prescription drug card with three (3) tiers with separate deductibles and out of pocket maximums from other medical expenses as outlined in Exhibit B. Generic: 10% Co-insurance, Formulary brand: 25% Co-insurance, and Non-formulary Brand: 40% Co-insurance. Lifestyle specialty drugs will not be covered.
6. Employees will be offered the opportunity and may purchase up to five (5) times their annual salary, in \$5,000 increments, with a maximum of \$500,000, in additional life insurance subject to availability and certain limitations.

## **Article 17 – Separability and Savings**

Should any Article or Section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and Sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate and equivalent replacement for the offending Article or Section.

## **Article 18 – Professional Training**

1. Because of the substantial financial investment by the Employer in the initial and subsequent training programs designed to provide Employees with special skills required in the proper performance of their job duties, and because it is reasonable and proper for the Employer to expect and realize a fair return on such investment in its Employees, it is agreed that the Employer may enter into agreements with new hires requiring repayment of such new hires of the Employer's costs so incurred.
2. The parties recognize that a well-trained and educated work force is beneficial to the parties and to the public interest. The Employer agrees to reimburse an Employee for the cost (tuition, books, fees) of the classes which are related to mandatory in-service training and which are successfully completed. An Employee who wishes to be reimbursed for the cost of a class shall obtain advance written approval from the Employer before enrolling and shall, upon request, submit proof of successful completion of the class.

### **Article 19 – Court Leave and Jury Duty**

1. The Employer shall pay an Employee who serves on a jury the difference in salary between jury pay and his regular hourly wage for the hours he is required to serve. If discharged from such service before his workday ends, such Employee shall immediately report for duty.
2. An Employee who has been subpoenaed or ordered to appear in Court or to take his deposition or attend a Pre-trial Conference on behalf of the Employer on a day when he is not scheduled to work shall be paid at the rate of one and one-half (1½) his basic hourly rate for the time so spent or two (2) hours pay at his basic hourly rate, whichever is the greater.
3. Employees may be required by the Employer to be available for depositions, Pre-trial Conference, or Court appearance in connection with criminal matters in which they are involved as the arresting officer or as a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the Employee.
4. No Employee is to appear unless subpoenaed or ordered by the Employer in writing.
5. No pay by the Employer shall be made to an Employee involved in a civil case unless written approval is received from the Employer in advance.
6. An Employee subpoenaed by or ordered by the Employer to testify in a criminal case shall report for duty promptly after completing his testimony if time remains on his shift.
7. An Employee required by the Employer to appear in Court at a starting time requiring him to be released from active duty in order to appear on time, and who is held over in Court beyond his normal tour of duty, shall be paid only for the time required to be spent in Court. Such pay will be at his regular rate of pay for the time to the end of his normal tour of duty and one and one-half (1½) times his regular rate of pay for time spent thereafter.

### **Article 20 – Americans with Disabilities**

The Employer and the Union will adhere to the provisions of the Americans with Disabilities Act.

### **Article 21 – Check-Off**

1. Upon receipt of such authorization as may be required by law, the Employer agrees to deduct Union dues and initiation fees from the pay of Employees who are Union members covered by this Agreement and to remit same to the Union. Such deductions shall not be made more often than once per month.
2. The Union, its successors or assigns, shall indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments made or issued against the Employer as a result of any action taken by the Employer hereunder at the request of the Union or in reliance in individually authorized deduction forms furnished to the Employer by the Union.

**Article 22 – Bulletin Board**

1. The Employer will maintain a bulletin board at such location as it may determine with due consideration being given to the convenience of the Employees. The Union shall have the use of same all times to post notices of meetings, notices of interest to Employees pertaining to Airport activities and for other appropriate purposes, providing that said bulletin board shall not be used for political purposes, or for any misstatements or for any purpose that will be in any way injurious to the Employer and/or its Employees. Notices in violation of the foregoing may be removed by the Employer.
2. There shall be no other general distribution of posters or pamphlets, advertising or political matters, or literature, on the Employer's premises. Such acts shall constitute proper cause for discipline.

**Article 23 – Clothing and Uniforms**

1. The Employer agrees to continue to furnish such clothing, equipment, and protective clothing designated by it as required in the performance of the Employee's job duties. The Employer will replace worn-out articles on the Quartermaster Plan from a list prepared by the Employer. It will be solely the Employer's decision when replacement is warranted. The old article must be turned over to the Employer. If an article is lost, the Employee is responsible for replacement. Additionally, protective vests will be replaced under this Quartermaster Plan for Employees who choose to wear them. The wearing of vests is strictly the decision of the Employee and not mandated by the Employer.
2. The Employer will furnish Employees with ammunition in quantity and kind deemed appropriate by Employer.

**Article 24 - Term**

The contract to be effective April 19, 2014 to June 30, 2019.

**CEDAR RAPIDS  
AIRPORT COMMISSION**

**INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL 2607**

By: *Carrice Pearson*

By: *Ben Clark*

Date: 4-23-14

Date: 4-16-14

## Exhibit A – Job Classifications and Wage Rates

*Effective for the 1st July payday for the following fiscal years. Wage rates listed are per hour.*

<b>Job Classifications and Wage Rates for Non-Shift Employees</b>								
Job Title	Job Code	Grade	Step	<i>Wage Costs</i>				
				5% FY 2015	2% FY 2016	2% FY 2017	2% FY 2018	2% FY 2019
Air Sr Safety Ofcr (EMT)	AS004	40A	1	\$26.25	\$26.78	\$27.32	\$27.87	\$28.43
			2	31.62	32.25	32.90	33.56	34.23
			3	32.57	33.22	33.88	34.56	35.25
Air Sr Safety Ofcr	AS001	40	1	26.00	26.52	27.05	27.59	28.14
			2	31.36	31.99	32.63	33.28	33.95
			3	32.30	32.95	33.61	34.28	34.97
Air Safety Ofcr II (EMT)	AS006	34A	1	24.57	25.06	25.56	26.07	26.59
			2	29.28	29.87	30.47	31.08	31.70
			3	30.21	30.81	31.43	32.06	32.70
Air Safety Ofcr I (EMT)	AS005	30A	1	23.01	23.47	23.94	24.42	24.91
			2	27.58	28.13	28.69	29.26	29.85
			3	28.54	29.11	29.69	30.28	30.89
Air Safety Ofcr I	AS002	30	1	22.76	23.22	23.68	24.15	24.63
			2	27.32	27.87	28.43	29.00	29.58
			3	28.30	28.87	29.45	30.04	30.64
Shift Differential (During regular straight-time hours only)				2nd Shift \$0.30/hour		3rd Shift \$0.35/hour		
<b>Job Classifications and Wage Rates for 24 Hour Shift Employees</b>								
Job Title	Job Code	Grade	Step	<i>Wage Costs</i>				
				5% FY 2015	2% FY 2016	2% FY 2017	2% FY 2018	2% FY 2019
Air Sr Safety Ofcr (EMT)	AS011	41A	1	19.81	\$20.21	\$20.61	\$21.02	\$21.44
			2	23.86	\$24.34	\$24.83	\$25.33	\$25.84
			3	24.58	\$25.07	\$25.57	\$26.08	\$26.60
Air Sr Safety Ofcr	AS010	41	1	19.62	\$20.01	\$20.41	\$20.82	\$21.24
			2	23.67	\$24.14	\$24.62	\$25.11	\$25.61
			3	24.38	\$24.87	\$25.37	\$25.88	\$26.40
Air Safety Ofcr II (EMT)	AS009	35A	1	18.54	\$18.91	\$19.29	\$19.68	\$20.07
			2	22.10	\$22.54	\$22.99	\$23.45	\$23.92
			3	22.80	\$23.26	\$23.73	\$24.20	\$24.68
Air Safety Ofcr I (EMT)	AS008	31A	1	17.36	\$17.71	\$18.06	\$18.42	\$18.79
			2	20.82	\$21.24	\$21.66	\$22.09	\$22.53
			3	21.54	\$21.97	\$22.41	\$22.86	\$23.32
Air Safety Ofcr I	AS007	31	1	17.18	\$17.52	\$17.87	\$18.23	\$18.59
			2	20.62	\$21.03	\$21.45	\$21.88	\$22.32
			3	21.36	\$21.79	\$22.23	\$22.67	\$23.12

**Exhibit B – Health Insurance**

Insurance premiums, plan deductibles, and plan design will be established by the bargaining agreement(s) between the Cedar Rapids Fire Departments bargaining unit and the City of Cedar Rapids for the term of this agreement. Said insurance provisions, attached herein as Exhibit B, will be updated as required to coincide with the term of this agreement.

Traditional Plan:

<u>Effective</u>	<u>Wellness</u>	<u>Percentage Contribution</u>	<u>Single Cap</u>	<u>Family Cap</u>
January 1, 2014	Not Required	10%	\$80.00	\$160
January 1, 2015	Not Required	10%	\$85.00	\$170
January 1, 2016	Not Required	10%	\$90.00	\$180

<u>Effective</u>	<u>Wellness</u>	<u>Percentage Contribution</u>	<u>Single Cap</u>	<u>Family Cap</u>
January 1, 2014	Participate	10%	\$60.00	\$120
January 1, 2015	Participate	10%	\$62.50	\$125
January 1, 2016	Participate	10%	\$65.00	\$130

Deductibles and Out-of-Pocket Maximums:

<u>Effective</u>	<u>Single/Family Deductible</u>	<u>Single/Family OPM</u>
January 1, 2014	\$200/\$500	\$700/\$1,400
January 1, 2015	\$200/\$500	\$700/\$1,400
January 1, 2016	\$200/\$500	\$700/\$1,400

Prescription Drugs Effective January 1, 2014:

- Tier 1 (generic) – 90/10%
- Tier 2 (formulary) – 75/25%
- Tier 3 (non-formulary) – 60/40%
- Prescription Deductible: \$200 single and family
- Prescription OPM: \$600 single and family

Choice Plan:

Employees may elect the Choice Health Insurance Plan, which has an employee monthly premium of 5% of the total premium cost, if the employee participates in the City's Wellness Plan. Subsequent monthly contributions for the duration of the contract will follow the 5% of the total premium cost. Or employees may elect the Choice Health Insurance Plan, with a monthly premium of 10% of the total premium cost, if the employee does not participate in the City's Wellness Plan. Subsequent monthly contributions for the duration of the contract will follow the 10% of the total premium cost. Total premium cost may change subject to review by the employer.

<u>Wellness</u>	<u>Percentage Contribution</u>
Not Required	10%
Participate	5%

Each calendar year the City will offer a Health Risk Assessment process. Any full-time or part-time employee that is eligible for benefits, who completes a Health Risk Assessment will receive the incentive plan offered by the City. Information gained in the Health Risk Assessment

process will not be shared with City of Cedar Rapids management except in aggregate form. The Health Risk Assessment process is optional. The Employer will allow sufficient opportunity for the employee to participate in all aspects of the Wellness program while on duty.

## **Appendix A – Flex-Leave Policy**

### **THE EASTERN IOWA AIRPORT SAFETY UNIT**

#### **BACKGROUND**

All paid leave will be included in one (1) policy that will allow greater flexibility for Employees and easier administration for the management staff. With a few exceptions, Employees will manage their own paid leave. The policy will include two (2) leave accounts: 1) Flex-Leave Account and 2) Long-term Illness/Injury Account. The Long-term Illness/Injury account is a correlation to the Long-term Disability Insurance waiting period of ninety (90) calendar days, or five hundred and twenty (520) regular scheduled work hours.

#### **POLICY**

It is the policy of the Cedar Rapids Airport Commission to provide a Flex Leave program for the Safety Officers Bargaining Unit Employees that will include all paid leave except as listed below.

#### **EXCLUSIONS**

This policy DOES NOT include nor does it apply to: 1) compensatory time; 2) workers compensation; 3) jury duty; or 4) military leave.

#### **SCOPE**

This policy is applicable to the Safety Officers Bargaining Unit of the Cedar Rapids Airport Commission.

#### **EXCEPTIONS**

Any Employee on an unpaid leave of absence in excess of thirty (30) days will not accrue Flex Leave or Illness/Injury leave. Accrual will apply to the first thirty (30) days only.

#### **DEFINITIONS**

1. **ANNIVERSARY DATE:** Employee's last date of hire as a regular Employee with the Commission.
2. **FLEX-LEAVE ACCOUNT:** Current accumulations of paid leave.
3. **LONG-TERM ILLNESS/INJURY ACCOUNT:** Accumulated paid leave **ACCESSED ONLY** as a result of illness/injury after forty (40) consecutive hours (pro-rated for part-time Employees) of Flex Leave for medical purposes. Employees on a concentrated medical treatment program (i.e.: chemotherapy regimen, etc.) may be eligible to access for the time spent in treatment without meeting the forty (40) consecutive hour requirement.
4. **SCHEDULED LEAVE:** This paid leave requires notification by the Employee eight (8) hours prior to scheduled time off and approval received from the Employer. Approval of scheduled leave by the Employer is subject to the operational needs of the department. Employees with a diagnosed, chronic illness that is certified by the attending physician in advance may be granted, at the discretion of the Employer additional scheduled leave. Such Employee will be required to cooperate fully in order to qualify.
5. **UNSCHEDULED LEAVE:** This paid/unpaid leave requires that notification must be provided to the Employer prior to the Employee's shift. Approval of unscheduled leave is subject to operational requirements of the department.

**SPECIFIC PROVISIONS**

1. Employees will have two (2) paid leave accounts:
  - a. Flex-Leave Account
  - b. Long-term Illness/Injury Account
2. Employees will accumulate paid leave in their Flex-Leave Account on a monthly basis, the first day of the month, according to the following schedule (part-time accrue on a pro-rata basis):
  - a. Non-Shift Employees
    - Completion of 1 month through 12 months of service ..... 17.5 hours monthly
    - Completion of 13 months through 72 months of service ..... 20.8 hours monthly
    - Completion of 73 months through 132 months of service ..... 24.1 hours monthly
    - Completion of 133 months through 192 months of service ..... 27.5 hours monthly
    - Completion of 193 months of service..... 30.8 hours monthly
  - b. 24 Hour Shift Employees:
    - Completion of 1 month through 12 months of service . ..... 18.2 hours monthly
    - Completion of 13 months through 72 months of service ..... 21.6 hours monthly
    - Completion of 73 months through 132 months of service . ..... 25.1 hours monthly
    - Completion of 133 months through 192 months of service ..... 28.7 hours monthly
    - Completion of 193 months of service ..... 32.2 hours monthly
  - c. Employees will accrue six (6) days annually in the Illness/Injury Account until they reach five hundred and twenty (520) hours; however, they may elect to transfer additional hours from the Flex-Leave Account into the Long Term Illness and Injury (LTII) Account on their anniversary, regardless of the number of hours in the LTII Account.
3. Employees may utilize the Flex-Leave Account either as scheduled or unscheduled leave.
  - a. Scheduled leave will be deducted from either the Flex-Leave Account or the Long-term Illness/Injury Account, whichever is applicable.
  - b. Unscheduled leave will be deducted from the Flex-Leave Account only. Employees who have used unscheduled leave five (5) times in a calendar year will be required to take additional unscheduled leave during the calendar year without pay except for those situations spelled out under the definitions section of this policy.
4. Employees required to take unscheduled and/or scheduled leave for medical reasons in excess of forty (40) consecutive hours (pro-rated for part-time Employees) may use any accumulated paid leave from the Long-term Illness/Injury Account for any additional consecutive hours of leave for medical reasons. The Employee must provide the Employer with a statement from his/her attending physician certifying the Employee's disabling illness or injury, and duration thereof, before the accumulated leave from the Long-term Illness/Injury Account is approved for use.
5. Employees with an unused accumulated balance in the Flex-Leave Account on the Employee's anniversary date will be allowed to carry the balance into the next year or exercise the option outlined in Paragraph 6. Employees are allowed a maximum accumulation of twelve (12) times their monthly accrual rate in effect on the Employee's anniversary date in the Flex-Leave Account. Employees who terminate employment with the Commission will receive payment for the balance in the Flex-Leave Account accrued through the Employee's last day of employment.
6. Employees who have an accumulated balance of Flex Leave in their accounts on their anniversary of less than the annual accrual may elect any combination of the following:
  - a. carry part or all of the balance into the next year;
  - b. convert up to forty-eight (48) hours (pro-rated for part-time Employees) to cash at their regular rate on their anniversary date if the Long-term Illness/Injury Account is at or above five hundred and twenty (520) hours, or the applicable part-time requirement; and

- c. Transfer hours to the Long-term Illness/Injury Account regardless of the hours already in the Long-term Illness/Injury Account.
7. Employees who have Flex-Leave Accounts in excess of maximum allowed (See Paragraph 5) are required to exercise one of the following applicable options:
    - a. If the Long-term Illness/Injury Account is less than five hundred and twenty (520) hours, the Employee must transfer the excess amount to the Long-term Illness/Injury Account until five hundred and twenty (520) hours (pro-rated for part-time Employees) is accumulated.
    - b. If the Long-term Illness/Injury Account is already at five hundred and twenty (520) hours, the Employee has the option of transferring all or a portion of such excess hours in the Flex-Leave Account to the Long-term Illness/Injury Account and/or converting up to forty-eight (48) hours (pro-rated for part-time Employees) to cash at their regular rate on their anniversary date.
  8. Employees may donate Flex-Leave Account hours to another Employee who is on an unpaid medical leave of absence and has exhausted all paid leave hours.
  9. Transfers of Flex Leave and Illness/Injury Account:
    - a. When an Employee transfers to another department within the City, the accumulated accounts will transfer with no loss to the Employee.
    - b. When a bargaining unit Employee transfers to a non-bargaining position, available paid leave will be converted and placed in the Flex-Leave Account. All sick leave will be placed in the Long-term Illness/Injury Account.
  10. Funeral Leave Not Charged to Flex or LTII Account: Funeral leave is included in the Flex Leave accrual. However, an employee is not required to use Flex Leave for the day of the funeral of a spouse, parent, child, sibling, grandparent, grandchild or domestic partner if the funeral is on a day an employee is normally scheduled to work.

## Appendix B – Choice Health Insurance Plan Design

This summary does not contain all of the provisions or limitations which apply to your Medical and Prescription Drugs coverages. For coverage details, see your Benefit Plan Booklet.

MEDICAL EXPENSE COVERAGE		
	PPO PROVIDER	NON-PPO PROVIDER
Lifetime Maximum Payment Limit	Unlimited	
<b>Calendar Year Deductible</b>		
Individual	\$500	
Family	\$1,000	
<p>You pay one individual Deductible Amount each calendar year. For satisfaction of the family Deductible Amount, no more than one individual Deductible Amount will apply for any one person. After the Deductible is satisfied for one individual, other family members' claims will combined to satisfy the remainder of the Family Deductible.</p>		
<b>Out-of-Pocket Maximums</b>		
Individual	\$2,000	
Family	\$4,000	
<p>If the amount you pay for Covered Charges in any one calendar year reaches the Out-of-Pocket Expense Maximum shown above, Comprehensive Medical benefits payable will be 100% of additional Covered Charges (except as described below).</p> <p>The amounts that <u>DO NOT</u> apply toward your Out-of-Pocket Expense Maximum are:</p> <ul style="list-style-type: none"> <li>• outpatient charges related to mental or nervous disorders and alcoholism or drug abuse; and</li> <li>• infertility charges; and</li> <li>• the amount you must pay because of penalty charges for failure to comply with Utilization Management Requirements.</li> </ul>		

SERVICE	PPO PROVIDER	NON-PPO PROVIDER
<p><b>The Calendar Year Deductible applies to the following services, except as noted.</b></p> <p><b>All coinsurance amounts listed are based on allowable provider charge, after PPO network discounts have been applied. For Non-PPO charges, all coinsurance amounts will not exceed Prevailing Charges.</b></p>		
Physician Visit Charges (Treatment or Service furnished at a Physician's clinic or office)	Plan pays 90% (Deductible waived)	Plan pays 80% (Deductible waived)
Preventive Care <ul style="list-style-type: none"> <li>• Routine Physical Exams</li> <li>• Routine Gynecological Exams</li> <li>• Routine Mammograms</li> <li>• Routine Sigmoidoscopies</li> <li>• Well Child Care</li> <li>• Immunizations</li> <li>• X-Ray and Lab services provided during the exam</li> </ul>	Plan pays 100% (Deductible waived)	Plan pays 100% (Deductible waived)
Colonoscopies ( <b>routine or with a diagnosis</b> )	Plan pays 100% (Deductible waived)	Plan pays 100% (Deductible waived)
Allergy Injections and Serum	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
Inpatient Hospital Care	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
Outpatient Hospital Care	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%

SERVICE	PPO PROVIDER	NON-PPO PROVIDER
X-Ray and Laboratory Services	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
<b>Emergency Room Services</b>	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
<b>Ambulance Services for a Medical Emergency</b>	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80% You will not be responsible for charges in excess of the Prevailing Charges.
<b>Ambulance Services for other than a Medical Emergency</b>	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
<b>Chiropractic Services (performed by DC, MD, or DO)</b> Limited to a combined 24 visit maximum per year (if determined to be Medically Necessary Care additional visits may be allowed)	Plan pays 90% (Deductible waived)	Plan pays 80% (Deductible waived)
<b>Physical Therapy, when provided by a licensed physical therapist</b>	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
<b>Home Health Care, Home Skilled Nursing</b>	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
<b>Hospice Care</b> <b>Inpatient Treatment</b> Limited to 15 days of respite care per lifetime  <b>Outpatient Treatment</b> Limited to 15 days of respite care per lifetime	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
<b>Skilled Nursing Facility Care</b>	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
<b>Durable Medical Equipment, including oxygen</b>	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
<b>Blood</b>	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
<b>Prosthetic Appliances</b>	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
<b>Infertility Treatment</b> Limited to a lifetime maximum benefit of \$15,000	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
<b>One Postpartum Home Visit</b> Applicable when you and your baby are discharged from the Hospital within 48 hours of a normal delivery or within 96 hours of a cesarean birth	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
<b>Mental or Nervous Disorders and Alcoholism and Drug Abuse</b> <b>Inpatient Treatment</b> Limited to 30 days per year  <b>Outpatient Treatment</b> Limited to 52 visits per year	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
All Other Covered Charges	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%

**Medical Emergency**

If you or one of your Dependents requires treatment for a Medical Emergency and cannot reasonably reach a PPO Provider, benefits for such treatment received will be paid at the same level as a PPO Provider.

**Uncontrollable Providers**

For services provided by a Non-PPO emergency room Physician, anesthesiologist, radiologist, or pathologist, benefits will be payable at the PPO level when such services are provided at a PPO Hospital (inpatient, outpatient, and Hospital emergency room) or a licensed PPO freestanding surgical center.

<b>PRESCRIPTION DRUGS</b>		
	<b>RETAIL DRUGS</b>	<b>MAIL ORDER DRUGS</b>
Tier 1: Generic Drugs	<b>Plan pays 90%, you pay 10%.</b>	
Tier 2: Formulary Brand Name Drugs	<b>Plan pays 75%, you pay 25%.</b>	
Tier 3: Non-Formulary Brand Name Drugs	<b>Plan pays 60%, you pay 40%.</b>	
Maximum Supply	<b>N/A</b>	<b>90 days for each prescription</b>
Prior Authorization	<p><b>For certain drugs and classes of drugs designated by the Claims Administrator, the Claim Administrator reserves the right to:</b></p> <ul style="list-style-type: none"> <li>• require prior authorization for dispensing; and</li> <li>• limit payment of benefits for specified quantities; and</li> <li>• require the dispensing of certain drugs before paying benefits for another drug within a given class, as established by the Claims Administrator.</li> </ul> <p>To request a preauthorization, contact the Pharmacy Benefit Manager at the telephone number listed on your or your Dependent's identification card.</p>	

The group coverage(s) described above are self-funded by your employer with administrative services provided by the National Accounts Division of Principal Life Insurance Company. This means Principal Life does not assume any of the risk for any medical or prescription drug claims. Because this material is a summary, it does not state all coverage provisions, restrictions of coverage, benefits, conditions, limitations, or provisions required by federal law. If any provision presented here is found to be in conflict with federal law, that provision will be applied to comply with federal law. The group plan determines all rights, benefits, exclusions and limitations of the coverage described above.