

**Agreement**  
**between**  
**City of Cedar Rapids**  
**and**  
**Cedar Rapids Association of**  
**Firefighters, Local No. 11**

July 1, 2016 – June 30, 2019

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## **Article 1 – Preamble**

1.1 This Agreement entered into by the City of Cedar Rapids, hereinafter referred to as "Employer", or "the City" and the Cedar Rapids Association of Firefighters, Local No. 11, hereinafter referred to as "the Union" has as its purpose to set forth terms and conditions of the employment and to assure the orderly operation of the Fire Department in providing for the health, safety, and welfare of the citizens of Cedar Rapids and to conform with the Public Employment Relations Act of the State of Iowa.

## **Article 2 – Recognition**

2.1 The Employer recognizes the Union as the exclusive collective bargaining agent for the following unit, consisting of employees of the Cedar Rapids Fire Department; INCLUDED: All firefighters and captains EXCLUDED: Fire Chief, assistant chiefs, administrative district chiefs or battalion chiefs, fire marshal, assistant fire marshal, all secretaries, all other city employees, and all those excluded by Section 4 of the Iowa Public Employment Relations Act.

2.2 The Union recognizes the employees' responsibility to cooperate with the Employer to assure efficient service to the public and the obligation to safeguard the safety and welfare of the citizens of Cedar Rapids.

2.3 The Employer has the rights as listed in Section 7 of the Public Employment Relations Act and Chapter 20 of the Iowa Code except as limited by the provisions of this collective bargaining agreement.

## **Article 3 – Check Off**

3.1 The Employer agrees to deduct from the pay of employees who are Union members, dues, initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. Upon being furnished written authorization from an employee to deduct union dues from his pay, the employer shall continue to deduct such dues each month until it receives a notice to cease such deduction from either the employee or the local union. A current list of all employees from whom deductions should be made shall be furnished by the Union to the City Auditor by July 1 of every year. New employee authorization forms must be submitted to the Auditor's Office by the first of the month prior to the first deduction.

3.2 Dues shall be deducted monthly and remitted, with an itemized statement, to the Union. The Union may elect to receive these monies through Automated Clearing House (ACH) from the employer.

3.3 The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

#### ***Article 4 – Major Change in Job Content or Establishment of a New Job***

4.1 In event of a major change of job content or installation of a new job, the Employer shall establish a new rate. Either party is not satisfied with the rate may file a grievance in accordance with the grievance procedure.

4.2 Such grievance must be filed between the thirtieth (30) and forty-fifth (45) day of operation of the job and if the rate of the job is increased by the Employer such rate shall apply as of the first day the new job or revised job began.

#### ***Article 5 – Mileage, Acting Pay, Tuition, Standby***

5.1 Employees required by superior officer to use their private automobiles for Fire Departments business or as a necessity in changing stations shall be compensated at a rate to stay current with state allowances and as approved by the City Council.

5.2 a. When an employee assumes the duties and responsibilities of a bargaining unit classification higher than that which he normally holds, he shall be paid the rate of the higher classification. However, if such employee assumes the duties and responsibilities of a higher classification not in the bargaining unit, he shall be paid at a rate that is 5% higher than his regular rate of pay. Such provision shall not apply in training assignment for a designated period of time. An employee may also be temporarily assigned work in a class of lower rank, but in such event shall be paid his regular rate of pay. To qualify for pay in a higher classification, day personnel shall be assigned the higher-class position for periods of time greater than eight (8) hours.

b. An employee who has served as a temporary Battalion Chief may be required to complete some of that work subsequent to returning to their permanent rank. With the approval of the Battalion Chief, the employee will be compensated at their Acting Battalion Chief rate for the actual time spent completing that work. The above shall also apply to employees who are Acting Captains.

5.3 a. Employees are eligible for reimbursement of 60% of the cost of tuition and books for training and courses compatible with his/her current position or a higher position to which the employee could reasonably expect to be promoted. All courses must be approved by the Chief prior to enrollment in the classes. City Personnel Policy 6.04.2, Educational Assistance Program, spells out the procedural rules for participating in the program.

b. All employees covered by this agreement who receive assistance and/or time-off for obtaining an EMS certification recognized by the Iowa Department of Public Health will maintain the certification throughout the time they are covered by this agreement. This will only apply to employees who have received said certifications after July 1, 2013. The Chief may waive this requirement in special circumstances.

5.4. Employee required to be on "standby" (being available at a place designated by the employee) shall be accessible via pager or telephone. The employee will be available to the requesting party within a reasonable amount of time. The employee will be compensated as follows:

a. An employee on standby will be paid \$25.00 for each seven (7) day week he is on standby for all off-duty hours during the week, including Saturdays and Sundays.

b. For a one (1) day holiday: shall be paid \$12.50 per day. The standby hours will start at the end of the schedule shift of the employee on the day prior to the holiday, continue through the holiday until the resumption of work on the regular shift of the employee on the workday following the holiday, or until relieved from standby.

c. Standby for a three (3) or four (4) day holiday: shall be paid \$25.00 for the weekend (or two (2) off-days) and \$12.50 for the extra day or days. The standby hours will start at the end of the employee's regular shift prior to the scheduled holidays, continue through the authorized holidays until the resumption of work on the regular schedule on the day following such holiday, or until relieved from standby.

d. No employee will be required to be on standby during his approved vacation.

#### ***Article 6 – Delegates and Committees***

6.1 No employee shall be discharged by the Employer because of serving on committees of the Union or as a delegate to labor conventions. If any employee is chosen by the Union as a delegate to a labor convention, or on a Union Committee for such convention, the Union shall give the Employer seven (7) days' notice where possible prior to such employee being absent for such purpose. Not more than two employees may be absent from work because of serving as a delegate or committeeman at one time without written permission from the Employer. Upon written request additional employees may be granted a leave of absence for this purpose if such absence will not interfere with the safe operation of the department. The Employer shall provide

paid leave for employees during Union-sponsored events resulting in a maximum of four days per year. The Union President shall designate the Union-sponsored events and the employees to receive such leave.

6.2 All members of the Union Contract or Negotiating Committee or Grievance Committee, shall be granted leave with pay from duty for all meetings between the Employer and the Union concerning negotiations of the terms of a contract and grievance meetings when such meetings or hearings take place at a time when such members are on duty Negotiating and grievance committees shall not exceed five (5) members.

### ***Article 7 – Departmental Rules***

7.1 Each employee is expected to follow all written and verbal directives. It is agreed that conformance with rules does not jeopardize the employee's right to file a grievance protesting the degree of discipline for violation of such rules.

7.2 Employer will update the Administrative Regulations (ARS) and Standard Operating Guidelines (SOGS) as necessary. Employees will be notified when any change is made. A copy of these guidelines will be placed in each station.

### ***Article 8 – Grievance Procedure***

8.1 It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

8.2 a. Should any differences arise between the Employer and the Union or between the Employer and any employee or group of employees, regarding the effect, interpretation or application of this Agreement or any agreement made supplementary hereto, it shall be settled as shown in this article.

b. Suspensions, demotions or discharge cases involving employees covered under the Civil Service statute shall be processed in accordance with that statute.

8.3 The following steps are agreed upon in the handling of grievances:

a. Step I. The Union shall present the grievance in writing citing the article and paragraph of the contract that has allegedly been violated to the Chief within ten (10) business days of the alleged infraction or when the employee should have had knowledge thereof. The Chief or his designee shall respond to the Union in writing within ten (10) business days from receipt of the written grievance.

b. Step II. If the grievance remains unsettled, the Union shall notify the Human Resources Director or designee in writing within five (5) business days that they wish to appeal the grievance to the next step. Within ten (10) business days, the Human Resources Director or designee shall schedule a hearing to allow both parties to present their case. The Human Resources Director will issue the decision, in writing, to both parties within ten (10) business days.

c. Step III. If the grievance is still unsettled, either party may file for arbitration by requesting a panel of five (5) arbitrators from the Public Employment Relations Board within thirty (30) calendar days of the Step II answer.

d. Failure on the part of the Union or an employee to make a timely filing, appeal or to strike arbitrators under this article, except for good cause, shall constitute a waiver of the grievance. Failure of the Employer to make a timely filing or answer under this article, except for good cause, shall constitute a settlement of the grievance in accordance with the requested remedy.

8.4 The following provisions are agreed upon in relation to the grievance procedure:

a. The Employer and Union shall meet within ten (10) business days from receipt of said list and alternately strike four (4) names from the submitted list. The arbitration shall be held within four (4) months of the date of the Employer's answer at Step II. The requesting party will present its case first except in the case of disciplinary action where the Employer shall present its case first.

b. The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes that concern the effect, interpretation and application of the Agreement and his decision shall be limited by the provision of this Agreement. The arbitrator 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. At the close of an arbitration hearing the Arbitrator shall have thirty (30) calendar days to render a decision. The decision reached by the Arbitrator shall be final and binding upon the parties unless otherwise agreed to by the parties after the decision has been received. Any award resulting from the Arbitrator's decision shall not be retroactive beyond the date on which the grievance first occurred.

c. Each party shall bear the expense incurred in presentation of its case including costs of witnesses and both parties shall equally share the expense of the arbitrator and other incidental and necessary expenses incurred by the arbitrator.

d. The rights of individuals set forth in this grievance procedure are agreed upon in consideration that the decision rendered under this grievance procedure shall be final and that there shall be no refusal to perform any specific duty, pending the handling of a grievance.

e. Business days referred to in the steps for handling grievances mean that Saturdays, Sundays, and holidays shall not be counted in determining the number of days in any interval mentioned in this article.

### ***Article 9 - Seniority***

Seniority means an employee's length of continuous service with the Employer that is not broken by resignation, retirement or other terminations. This seniority is used to establish the accrual rate of benefits.

Department Seniority means an employee's length of continuous service with the Department that is not broken by resignation, retirement or other termination. This seniority is used for all other purposes except in Articles that explicitly state that Civil Service seniority prevails.

9.1 The Iowa Civil Service Act in relation to all jobs falling within such statute, shall be followed in the filling of vacancies, promotions, demotions, suspensions, or voluntarily returning to a former job. Where the Agreement is consistent with the Iowa Civil Service Act, the following shall be followed in matters of seniority.

9.2 The Employer will make available complete seniority lists of the employees covered by this Agreement once each year, on January 1 of each year in each station. A copy of such seniority lists shall be given to the Union upon request.

9.3 All original appointments of new employees shall be probationary and subject to probationary period after date of appointment of one (1) year for firefighters. At any time during such probationary period the Employer may release such employee for any reason; however, at the end of this such probationary period, such employee shall be classed as a regular employee with established seniority, which shall date from the date of appointment. Employees on an unpaid leave of absence that exceeds 60 days in duration will have their seniority adjusted accordingly. An employee on job injury sick leave is considered to be on a paid leave of absence under this section and will not have their seniority adjusted.

9.4 All Civil Service employees are subject to the pertinent provisions of Iowa law.

9.5 In the event it becomes necessary to reduce the work force, the Civil Service Act will be followed for those positions coming under such Act.

9.6 In the event of a layoff, an employee so laid off shall be given ten (10) day's notice of recall be certified letter, mailed to his last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above except for just cause, he shall be considered to resign.

9.7 An employee shall lose all seniority rights under this agreement for the following reasons subject to the rights of Civil Service employees under the Iowa Code:

1. Voluntary quit or retirement.
2. Final discharge for cause.
3. Except for good cause, failure to secure proper leave of absence or failure to return by the expiration date of leave of absence or an extension thereof properly granted.
4. Laid off for a period of more than twenty-four (24) months.
5. Failure to return after being recalled from layoff as shown in 9.10, except for just cause.
6. Has not worked on a job covered under this Agreement for any reason for a period of twelve (12) months except for job-incurred injuries or medical reasons or layoff.
7. Working another job while on paid or unpaid leave for any purpose, unless written approval is received from the Chief of Fire Department in advance.

#### **Article 10 – Workweek and Time Trades**

10.1 This article is intended only to provide a basis for establishing normal work schedules and is not meant to establish any guarantee of hours or pay.

10.2 Shift employees shall work a schedule of 53 hours per week. This will consist of 24 hours on, 48 hours off with a scheduled shift off (resulting in 120 hours off) after 17 work shifts. The schedule will repeat every 54 calendar days. The Day Staff will have a 40 hour workweek. This will consist of a flexible schedule within the hours of 7:00 a.m. and 5:30 p.m. on Monday through Friday. If agreed upon by the employee and the Employer this flexible schedule may be within the hours of 5:00 a.m. and 6:00 p.m. on Monday through Friday.

10.3 Any time the words “work day” or “day” appear it shall mean twenty-four (24) hours for shift personnel, and eight (8) hours or flex schedule for day personnel.

10.4 For pay purposes the workweek of the Employer runs from 7:00 A.M. Saturday of one week to 7:00 A.M. of the following week. Also for pay purposes, holidays begin at 12:00 midnight and end twenty-four (24) hours later.

10.5 Payday shall be biweekly and shall be on a Friday except when Friday is a holiday, then pay will be made available on the day preceding such holiday. However, should there be any changes necessary in payday, the employees will be notified at least 10 days prior to such change. Not over 2 weeks pay shall be held back.

10.6 It is anticipated that from time to time an employee may receive a phone call when he is not at work for information to assist the Department in completing such employee's reports or for

other information. The employee shall furnish all information in his possession to the person making such call.

10.7 No job or job classification shall be displaced by the use of temporary or seasonal employees.

10.8 An employee to be permanently transferred to a different shift or station will be notified fifteen (15) days prior to the effective date of the transfer, if practicable.

10.9 TIME TRADES – Employees shall be allowed to trade time. This shall include entire twenty-four (24) hour shifts and or any part of a shift with company officer notification. Officers will trade with officers and Firefighters will trade with Firefighters with the following exception: personnel on a certified Civil Service list for Captain can trade with either a Captain or a Firefighter. A person on a Civil Service list who trades with a Firefighter not on a Captains List, should not expect to be utilized in an Acting position for that shift. It is the responsibility of the company officer to update the roster in a timely manner to reflect all time trades. Employees trading a workday must report for their scheduled tour of duty or have a replacement available. If a time trade is not properly consummated, the employees originally scheduled to work will lose pay for those hours not worked.

### **Article 11 – Overtime**

#### 11.1 OVERTIME RATES

a. All overtime to be worked must be approved in advance by the Chief of the Fire Department or Assistant Chief, except in case of emergency. The Employer retains the right to require any and all employees to work additional hours when an emergency exists or the Employer believes it necessary in the interest of public safety.

b. Employees will be paid at the rate of 1 ½ their basic hourly rate for hours worked in excess of their normal workweek. Paid leave hours such as sick leave, funeral leave, or vacations will count as hours worked in computing the workweek. All overtime should be computed to the nearest 1/10 of an hour. Shift personnel will receive overtime for the extra hour worked on the adjustment for daylight savings time in the fall.

c. There will be no pyramiding of overtime in that any hours for which overtime or premium pay has been paid will not be included or counted as hours worked for the purpose of determining further overtime or further premium pay under this Agreement. A change in work schedules or trade off of work assignments or other rescheduling of work assignments requested by an employee, when approved by the Employer, which results in work assignments within a workday in addition to the regularly scheduled shift of an employee, will not be considered overtime.

d. If the overtime compensation is funded by a third party, then all employees will be paid at 1 ½ times the Day Rate for an equivalent day position. If the overtime is not paid for by a third party, then the employee will be paid at a rate of 1 ½ times their normal rate.

e. Day personnel will be permitted to accumulate up to one hundred sixty (160) hours of compensatory time at a rate of one and one-half (1 ½) hours compensatory time for each overtime hour worked. Time-off in multiples of one hour or the full one hundred sixty (160) hours may be taken off at the discretion of the Fire Chief or his designated Officer.

## 11.2 ELIGIBILITY

a. Overtime for specific work may be assigned to those employees who are normally assigned to such work. Examples of employees normally assigned to this work include, but are not limited to employees certified as fire instructors, live fire training instructors, EMS instructors, or CPAT administrators.

b. Should an employee, because of fire or other emergency require time for personal cleanup that may extend beyond his or her usual shift termination, the Battalion Chief may grant thirty (30) minutes time from the time the vehicle returns to the station.

c. An employee called back to work while off duty shall be given a minimum of three (3) hours of overtime pay. If the employee is no longer needed, he or she may be released from work early with pay for the three (3) hours of overtime. Departmental committees, pre-scheduled non-mandatory training and public education events will have a one-hour minimum. Any time spent in preparation for said events shall be documented and compensated. Any doctor's visits scheduled with the intent to bring an employee back to regular work duties on his or her next shift will have a one-hour minimum.

d. No firefighter is eligible to be on an overtime call back list until completion of the probationary period. Once the probationary period is complete the employee will be placed at the bottom of each list.

e. An employee may only accept overtime if they are able to work at least two thirds (2/3) of the overtime shift without trading time. For example, an employee may trade no more than eight hours of a twenty-four overtime shift or three hours of a nine-hour overtime shift. This will only apply to hours worked in excess of their normal workweek.

f. An employee that accepts an overtime assignment off of the short or long list after the shift has started at 0700 will arrive at the assigned station within ninety (90) minutes of accepting the assignment. If an employee cannot arrive within ninety (90) minutes, they will not accept the overtime assignment.

### 11.3 OVERTIME LISTS

a. When the need for overtime occurs, hiring will be based on the employee's last overtime date worked. Two (2) lists will be maintained for this purpose. One list will be for twenty (20) hours or more and the other for less than twenty (20) hours. The Battalion Chief will call from the appropriate list based on the overtime hours available. The time it takes for an employee to get to work will not affect the list on which the overtime is recorded.

b. The order of the lists will be updated by moving the employee who worked most recently to the bottom. If multiple employees work overtime on the same day, they will be moved in order of civil service seniority with the least senior employee on the bottom of the list. No employee will be moved to the bottom of a list for refusing an overtime opportunity.

c. An employee may request to have their name removed from the OT call list for a period of 30 days or longer by calling their respective Battalion Chief. It is the responsibility of the employee to call their respective Battalion Chief to be placed back on an overtime call list. Employees will not be removed from the overtime call list for periods less than 30 days.

### 11.4 HIRING EMPLOYEES FOR OVERTIME

a. Overtime calls can occur between Five (5) o'clock pm and Ten (10) o'clock pm the night before the overtime shift is to begin by the Battalion Chief or designee. If more people accept the assignment than are needed, the people that accepted the night before will be given the first opportunity at six (6) o'clock am the following morning if additional vacancies have occurred.

b. Overtime calls may begin at Six (6) o'clock am on the day of the shift by the Battalion Chief or designee.

c. Personnel will be provided the date and time the shift is planned on beginning and ending.

d. When possible, the Battalion Chief or designee will notify personnel on-duty assigned to an incident of the overtime opportunity.

e. After the call has been made, the Battalion Chief or designee will wait Ten (10) minutes before selecting the employee closest to the top of the appropriate list.

f. All personnel that accepted the assignment will be notified of the award within 40 minutes of initial notification whenever possible.

g. If an overtime assignment is not filled, a second call will be placed at least 10 minutes after the first call. In this notification, personnel will be advised that they will not be recorded on the list if they accept the assignment.

h. When a second call is necessary, personnel will not be recorded on the list, including those who accepted a similar assignment (time, date) on the first call. Personnel who accepted overtime on the first call will be awarded the overtime. The remaining positions will be filled off of the second call.

i. If overtime is required between 2200 and 0700 hours, personnel that are assigned at that station during the next shift will be given the first opportunity to work the overtime assignment. If one of the assigned personnel accepts the overtime, they will not be recorded on an overtime list and not be subject to the three (3) hour minimum in 11.2c.

j. If overtime is required at a station beginning between 0700 and 0800 and concluding no later than one (1) o'clock pm, personnel that were assigned at the station on the prior shift will be given the first opportunity to work the overtime assignment. If one of the assigned personnel accepts the overtime, they will not be recorded on the partial day overtime list and not be subject to the three (3) hour minimum in 11.2c.

k. If a paramedic is needed for a special events overtime assignment that is for EMS purposes only, this will be included in the announcement and the paramedic highest on the appropriate list will be selected.

l. When filling an overtime assignment for a special event the procedures will be the same as above with the following exception: personnel may be contacted multiple days in advance between the hours described in 11.4a.

## **Article 12 – Uniform Allowance**

12.1 The Employer agrees to furnish all required clothing, equipment and allowances for repairs and dry cleaning, set forth under the present quartermaster system, which shall continue in effect. A list of such items and allowances shall be kept current at each station. Any changes in the present quartermaster system will be made by the Fire Chief after consultation with the Safety Committee, as established in Article 24.

12.2 An employee leaving the service of the Employer whether through resignation, retirement, layoff or discharge, is responsible for returning any City property which he may have in his possession. An exception is in regard to the identical clothing or equipment purchased by the employee under the previous clothing allowance system prior to the present quartermaster system. Failure to return City property which includes all protective clothing, badges and identification card, may result in the employee's final check being held up with deduction being made for the value of the property.

**Article 13 – Holidays**

13.1 During the term of this Agreement the following shall be observed as holidays:

<b>Holiday Observed</b>	<b>Holiday Pay Paid On</b>	<b>Holiday Pay Paid On</b>	<b>Holiday Pay Paid On</b>
Independence Day	July 4, 2016	July 4, 2017	July 4, 2018
Labor Day	September 5, 2016	September 4, 2017	September 3, 2018
Columbus Day	October 10, 2016	October 9, 2017	October 8, 2018
Veteran’s Day	November 11, 2016	November 11, 2017	November 11, 2018
Thanksgiving Day	November 24, 2016	November 23, 2017	November 22, 2018
Day After Thanksgiving Day	November 25, 2016	November 24, 2017	November 23, 2018
Christmas Eve	December 24, 2016	December 24, 2017	December 24, 2018
Christmas Day	December 25, 2016	December 25, 2017	December 25, 2018
New Year’s Eve	December 31, 2016	December 31, 2017	December 31, 2018
New Year’s Day	January 1, 2017	January 1, 2018	January 1, 2019
Dr. Martin Luther King, Jr. Day (Observed)	January 16, 2017	January 15, 2018	January 21, 2019
President’s Day	February 20, 2017	February 19, 2018	February 18, 2019
Memorial Day	May 29, 2017	May 28, 2018	May 27, 2019

13.2 All employees shall receive eight (8) hours pay at straight time for holidays subject to Section 13.3.

Line Personnel are paid holiday pay with their last pay check in June for holidays occurring in the calendar year prior to that date and in the first pay check in December for holidays occurring the balance of the year not paid for in the previous check. Employees on scheduled shifts will observe the holiday on the date which it falls. Line employees working on shifts who work on a designated holiday in addition to holiday pay allowed as aforesaid, shall be paid time and one-half (1 ½ for hours worked on the holiday as follows: on a holiday, one shift would be paid holiday premium pay for hours from 12:00 midnight until 7:00 a.m. and the shift reliever would be paid holiday premium time for hours from 7:00 a.m. until 12:00 midnight on the holiday.

For all other employees, the holiday will be celebrated on the preceding Friday if the holiday occurs on Saturday and on Monday when the holiday occurs on Sunday. In the years when the day before Christmas and the day before New Year’s Day occurs on Friday, such employees will celebrate their holiday on the preceding Thursday. In the years when the day before Christmas and the day before New Year’s Day occurs on Sunday, such employees will celebrate their holiday on the following Tuesday. If scheduled to work, in addition to being paid holiday pay, such employees will be paid for each hour worked on the holiday at one and one-half (1 ½) times his regular base pay.

13.3 An employee during the first 30 consecutive calendar days of an unpaid sick leave of absence, shall be eligible for holiday pay for any holidays falling in that period. Any employee on other unpaid leaves of absence shall not earn holiday pay.

13.4 A shift employee called in for duty, when scheduled off on the holiday, shall in addition to being allowed eight (8) hours' holiday pay be paid time and one-half (1 ½) his regular hourly rate for all time worked on such holiday.

13.5 Day personnel having a holiday occurring during a vacation period will not be charged vacation for each day of such holiday and will be entitled to a day off for such vacation at a time approved by their superior officer.

13.6 Employees who are serving their probationary period are entitled to holiday pay for holidays falling within such probationary period on the same basis as regular employees.

#### **Article 14 – Vacations**

14.1 All full-time employees shall be entitled to vacation time with pay at their established rate under the following schedule (New employees are not entitled to vacation until completing one (1) year of service):

after one (1) year of service	one week
after two (2) years of service	two weeks
after seven (7) years of service	three weeks
after twelve (12) years of service	four weeks
after seventeen (17) years of service	five weeks

A week will consist of three 24 hour work days for shift personnel and 40 hours for day personnel.

14.2 Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

14.3 If an employee has been employed for a period of more than twelve (12) months, payment for vacation days earned will be paid upon retirement, resignation, or dismissal, if an employee gives five (5) days' notice in case of resignation. The employee will not be paid if the employee fails to return from a leave of absence without giving five (5) days' notice before the leave expires except for just cause. In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee.

14.4 Vacation hours are calculated and posted for all employees the first month of every year and reflect the hours of vacation earned the previous year, which represent the vacation due on

the next anniversary date of each employee. This vacation is also shown on the pay voucher of employees for their information. For those full-time employees who will complete two (2), seven (7), twelve (12) or seventeen (17) years of service in the calendar year, the vacation posted will show the extra week of vacation for those employees. In order for vacation to be taken during the calendar year in which posted, the extra week of vacation may be taken before the employee's anniversary date, his final paycheck will have the amount of unearned vacation taken deducted.

14.5 The schedule for vacation dates for any calendar year will be from January 1 through December 31, but a workweek that starts at the end of December and ends in the first part of January will be listed as a week for vacation picking purposes. An employee who is unable to take his or her vacation as originally scheduled at some later time in the calendar year solely because of job related injury or because the city requested the employee to postpone vacation shall be permitted to carryover up to two weeks of vacation for up to six months after the end of said calendar year with the approval of the Chief or designee which approval shall not unreasonably be withheld.

14.6 a. Shift personnel shall select vacations by Civil Service seniority regardless of rank. The number of employees who may be on vacation is subject to the approval of the Chief of the Fire Department.

b. Vacation picking will consist of two rounds. The first round will consist of any number of days. If more than one day is selected, the days must be consecutive work days (e.g. A7, A8, A9, etc.) or consecutive, identical letter days (e.g. four consecutive B9 days). The second round of picking will allow the remaining vacation to be picked in any manner (either single days or any number of consecutive days on open dates).

14.7 Day shift personnel may pick any or all of their vacation in December. They may also choose to pass on picking. Any remaining vacation shall be selected at any time during the year with one (1) day advance notice. Conflicts shall be settled by seniority.

14.8 An employee who is off work because of sickness or injury and is under a doctor's care, if his vacation was scheduled to begin before he is able to return to work, may have his vacation rescheduled for a later date. This request must be in writing and turned in to the Battalion Chief prior to the vacation period starting. Approval/disapproval rests with the Chief or his designee, who will attempt to give written answer prior to the start of his first scheduled day of vacation.

#### 14.9 Banked Vacation

During Annual vacation picks employees may bank a maximum of 72 hours of vacation time.

a) To avoid the interruption of training events and the overnight sleep of other personnel, banked vacation can only begin and end at 7:00am, at noon, or anytime between 4:00pm and 10:00pm.

- b) Up to two (2) personnel may use banked vacation time during any one shift.
- c) The fire chief or designee may allow more than two (2) people off on banked vacation time on a case-by-case basis.
- d) Whenever possible, banked vacation days should be coordinated with the employee's Battalion Chief at least one shift prior to the usage of banked time. This is particularly important if the employee wishes to use banked time starting at 0700. If the request occurs with less than 48 hours prior to the start of the shift or during the shift, the employee must speak directly to an on-duty Battalion Chief or Acting Battalion Chief.
- e) If more than two (2) personnel submit requests by the 15th day of the month prior to the month in which the day is being requested, the requests will be granted in the following order:
  - 1st) Employees in order of civil service seniority who have requested full 24 hour shifts.
  - 2nd) Employees in order of civil service seniority who have requested partial shifts.
- f) Any requests received after the 15th day of the month prior to the month in which the day is being requested will be granted on a first come, first served basis.
- g) Implementation of this article requires adequate funding of the overtime budget on a year-to-year basis. If the fire department authorized overtime budget should be diminished to the point that it is no longer possible to implement this article in the opinion of the fire chief, this policy can be suspended until the next fiscal year with 30 days- notice to the association. All previously granted requests of banked vacation days will be honored.
- h) Personnel with unused banked vacation days at the time of annual vacation picks can carry them over to the next calendar year. Their bank, however, cannot exceed 72 hours of vacation unless permission is granted by the Chief.
- i) Any personnel with vacation days in their bank upon separation of employment will be paid for their vacation at their normal rate.

### ***Article 15 – Health and Welfare***

15.1 The Employer shall continue in effect the present coverage of insurance programs currently available to employees; however, this statement, nor any other contract language is to be construed as limiting the Employer's sole authority to change insurance carriers, if equivalent or better coverage can be obtained. However, the Union shall be given 30-day notice of any contemplated change of carrier for discussion purposes. These programs and the contributions by the Employer are:

a. Employees electing single or family coverage shall contribute toward the cost of the applicable monthly premium as follows:

Traditional Plan:

	<u>Percentage Contribution</u>	<u>Single Cap</u>	<u>Family Cap</u>
January 1, 2017	10%	\$90.00	\$190.00
January 1, 2018	10%	\$95.00	\$210.00
January 1, 2019	10%	\$100.00	\$230.00

Traditional Plan – Participate in Wellness:

	<u>Percentage Contribution</u>	<u>Single Cap</u>	<u>Family Cap</u>
January 1, 2017	10%	\$65.00	\$140.00
January 1, 2018	10%	\$75.00	\$160.00
January 1, 2019	10%	\$85.00	\$180.00

Deductibles and Out-of-Pocket Maximums

<u>Single/Family Deductible</u>	<u>Single/Family OPM</u>
200/500	700/1400

Prescription Drugs

- Tier 1 (generic) – 90/10%
- Tier 2 (formulary) – 75/25%
- Tier 3 (non-formulary) – 60/40%

Prescription Deductible: \$150 single and \$300 family  
 Prescription OPM: \$500 single and family

Choice Plan:

Employees may elect the Choice Health Insurance Plan, with a 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.

5% – Participate in Wellness

10% – Not Participating in Wellness

The Employer's obligation to contribute towards the above coverages will commence on July 1, 1980, or such later date that the Employer's insurance carrier places the single or family coverage into effect; whether going underwriting or in the case of an "event" as defined by the insurance carrier.

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.

b. Group term life insurance with accidental death and dismemberment in the amount of \$25,000 on each eligible employee. Employees will be offered the opportunity to 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.

15.2 Dental Insurance: The Employer agrees to offer and pay the monthly premium for the employee's portion of dental insurance covering check-ups and teeth cleaning, cavity repair and tooth extractions, and high cost fillings, root canal fillings, gum and bone disease (non-surgical) subject to certain deductibles, reimbursement percentages, waiting periods, and other carrier restrictions. The employee may elect to pay the cost of dependent coverage for the above coverages, which will also include teeth straightening for eligible dependents, at his or her own expense.

Elective dependent coverage is also subject to certain deductibles, reimbursement percentages, waiting periods, and other carrier restrictions.

Benefits and administrative procedures as described in the current Benefits Certificate.

15.3 During a layoff or an unpaid leave or absence for any reason as shown under Article 20 herein, the employee may continue his health insurance and life insurance in accordance with the master contract of the insurance company by making arrangements with the City Treasurer's office to pay the entire cost of monthly premiums for each month. Failure to make such payment will result in the employee being dropped from coverage in accordance with the provisions of the master policy of each carrier.

### ***Article 16 – Deferred Compensation***

16.1 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 one-half percent (1/2 %) of the employee's annual salary.

## **Article 17 – Bid Process**

17.1 This article is intended to give employees an opportunity to bid into stations. A fire bid group shall manage the bid process. The fire bid group will consist of representation from the Fire Department management and the association. Each side will have up to three members determined by the fire chief and the union president.

17.2 The following positions will be eligible for bid:

17.2a A vacancy created by promotion, demotion or separation from employment. This will include employees who have established a retirement date prior to the end of the current calendar year.

17.2b A position occupied by an employee who has completed their probationary period and the employee who occupied it previously does not wish to reclaim it.

17.2c A position occupied by a firefighter that is placed on a certified list for Captain (Operations).

17.2d Other vacancies created if the fire chief or his designee deems the position biddable.

17.2e Vacancies created by paramedic staffing needs as covered in 17.5.

17.2f Any newly created positions by management.

17.3 The fire chief or designee will determine which fire department units will be staffed with Paramedic(s).

17.4 Bids will be based on Civil Service seniority and paramedic status (as described in 17.5).

17.5 If a unit that the fire chief has determined is a paramedic unit does not have an assigned paramedic after the third round of bidding for Captains and there are no other openings in the unit on the appropriate letter day, the least senior firefighter will be displaced and his/her position will be opened for bidding in the first round of firefighter bidding with paramedic certification required.

17.6 If a unit the fire chief has determined is a paramedic unit has a paramedic assigned regardless of rank after the third round of Captains' bids, all subsequent openings will be bid based on civil service seniority alone.

17.6 a) Firefighters with a paramedic certification that bid into an assignment that does not require a paramedic certification may be moved to fill open paramedic assignments on a day-to-day basis.

17.7 Employees on a certified list for Captain (Operations) and employees who have not completed one year of service on January 1st of the following year are ineligible to place a bid. Employees who have completed between one and three years of service on January 1st of the following year may submit bids but their bids are not guaranteed to be honored.

17.8 Personnel can only place a bid for their rank. Firefighters may bid firefighter openings and Captains may bid Captains openings.

17.9 The employer reserves the right to balance shifts to maintain maximum efficiency. If the employer needs to balance shifts, the employer will notify the employee fifteen (15) calendar days prior to the transfer. When the employee's vacation is impacted, the employee will be allowed to choose unfilled vacation slots or slots close to his/her current vacation picks.

17.10 Personnel working at any station may be temporarily moved to another station to accommodate day-to-day staffing needs including paramedic placement.

17.11 Employees' who wish to reclaim their position due to the assignment of a probationer shall notify their Battalion Chief of their intent to reoccupy their old position when the probationary period ends.

17.12 Bidding will begin between September 1st and November 1st. Preferably, it will start after a Captains promotional exam if one is given that year.

17.13 At least ten (10) day's-notice will be given via email prior to the first day of bidding.

17.14 There will be three (3) rounds of bidding for Captains and three (3) rounds of bidding for firefighters. Each subsequent round is only required if there was active bidding and eligible positions created during the previous round.

17.15 Biddable positions will be posted on email allowing three (3) calendar days for responses. If all rounds are needed the bid process will take eighteen (18) calendar days.

EX: 1st Round Captain: Open day 1, day 2, day 3 until 1600 hours.  
2nd Round Captain: Open day 4, day 5, day 6 until 1600 hours.  
3rd Round Captain: Open day 7, day 8, day 9 until 1600 hours.  
1st Round Firefighter: Open day 10, day 11, day 12 until 1600 hours.  
2nd Round Firefighter: Open day 13, day 14, day 15 until 1600 hours.  
3rd Round Firefighter: Open day 16, day 17, day 18 until 1600 hours.

17.16 Persons wishing to bid for a posted position will email the Fire Bid Group with the following information within the appropriate three (3) day period: their name, the new apparatus, the new station, and the new shift and their current station, apparatus, and shift. Winning bids

will be determined by civil service seniority and paramedic status if the assigned position has been designated as a paramedic station.

17.17 If the employer fills a biddable position by transfer or assignment of an employee, the position will be available for bid during the next bidding cycle. This is intended to prevent bypassing the bid process as an employee nears retirement, promotion, etc. It does not mean that positions that go unbid will be carried over to the next bidding cycle.

17.18 Specific Kelly days are not guaranteed to stay the same for biddable positions.

### **Article 18 – Longevity Pay**

18.1 Longevity rate schedules are intended to recognize long and faithful service, particularly where the opportunity for employment is limited and there is no provision for further advancement within the base pay range. Longevity rate schedules are not construed as being a part of base pay schedules which relate to the level, nature, and difficulty of work of positions and not to the service circumstances of employees.

18.2 Longevity pay will accrue monthly and will be based on the following rates:

After 5 years of service:	0.75% of annual wage	(0.0625% monthly)
After 10 years of service:	1.25% of annual wage	(0.1042% monthly)
After 15 years of service:	1.75% of annual wage	(0.1458% monthly)
After 20 years of service:	2.25% of annual wage	(0.1875% monthly)
After 25 years of service:	2.75% of annual wage	(0.2292% monthly)

18.3 Payments of longevity will be made twice yearly, on the second pay check in June and the second pay check in December. The payments will be calculated using the base wage of the employee on June 1<sup>st</sup> and December 1<sup>st</sup> preceding each payment.

### **Article 19 – Jury Duty**

19.1 The Employer shall pay an employee who serves on a jury, the difference in salary between jury pay and his regular salary for the hours required to serve. If discharged from such service before his workday ends, such employee shall immediately report for duty. An employee who has been subpoenaed or ordered to appear in court 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 (1 ½) his basic hourly rate for the time so spent with a minimum pay in accordance with Article 10.8 of this agreement.

## **Article 20 – Leave of Absence – General Provisions**

20.1 Leaves of absence will follow the general personnel policies and provisions of the Employer which cover special leaves, sick leaves, job injury sick leave, maternity leaves, funeral and military leaves, etc., except as covered in Articles 21 through 23.

20.2 Inability to work because of proven sickness or injury shall not result in any loss of seniority rights. During the period of absence on any paid leave, the employee shall not engage in gainful employment inconsistent with medical restrictions.

## **Article 21 – Sick Leave**

21.1 Each full-time employee of the Employer shall be entitled to sick leave on one (1) work period with pay for each completed month of service. Permanent employees who render part-time services shall be entitled to a prorated amount of sick leave for the time actually worked at the same rate as that granted full-time employees.

21.2 Accrual of sick leave is unlimited.

21.3 a. An employee eligible for sick leave with pay shall be granted sick leave for absence due to a condition rendering the employee temporarily unable to perform job duties. This may include illness, injury, exposure to contagious disease, pregnancy, childbirth and related medical conditions. An employee using sick leave shall inform the Battalion Chief that they are unable to perform their job duties. Failure to do so may require an employee paid doctor's certificate and may be the cause for the denial of sick leave pay. Should the Fire Chief suspect an employee of misuse of sick leave, the Fire Chief shall notify the union with the person's name and then send the employee a non-disciplinary letter stating they shall provide a doctor's certificate each time they call in sick for the next six (6) months. Such written notification shall remain in effect for the next six (6) months from the date of the written notification. Such medical visits shall be at the employee's expense. Failure to supply this document shall be cause for denial of sick leave pay. Any employee who suffers an injury off the job and who is later required to see a physician of the City's choice shall have that doctor's visit paid by the City. When an employee is released to return to work without restrictions by their personal physician and the City requires them to see the City physician, all deduction of sick leave shall cease and the employee shall be on their normal pay (this will not include holiday premium pay).

The City's physician will review the release provided by the employee's personal physician, and if the City's physician agrees with the release, then the employee will be returned to work immediately. If the City's physician does not agree with the release, the City's physician will consult with the employee's personal physician regarding any return-to-work issues. If the City's physician and the employee's personal physician cannot agree that the employee may return to work without restrictions, then the two physicians will attempt to agree upon a third physician to render an opinion on the matter. If the two physicians agree upon a third physician, then the employee will be examined by the third physician and that physician will provide an opinion regarding the employee's ability to return to work without restrictions and that opinion will be final and binding on the employee and the City.

If the two physicians cannot agree upon a third physician, then the City's physician and the employee's personal physician will each provide to the City a list of three names of physicians who are qualified and willing to provide an opinion to the City regarding the employee's ability to return to work without restrictions. The names of the six physicians will then each be assigned a number, five of the numbers will be randomly selected, and a list of five names will be compiled. The parties will take alternate turns and will each strike two names from the list. The physician whose name remains will serve as the third physician. The employee will then be examined by the third physician and that physician will provide an opinion regarding the employee's ability to return to work without restrictions and that opinion will be final and binding on the employee and the City.

All costs associated with the examination of the employee by the third physician will be paid by the City.

The employee shall not be required to take any physical fitness test to return to work.

b. An employee who is unable to work will notify the Battalion Chief no later than one (1) hour or earlier than twelve (12) hours prior to the starting time of his scheduled shift. Sick leave calls prior to 0600 employees will use sick call-in line. Sick leave calls between 0600 – 0700 employees must call and speak to Battalion Chief on duty.

21.4 Employees absent from work on legal holidays, during sick leave, vacation, for disability arising from verified injuries in the course of their employment, or for authorized leaves of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were employed.

21.5 Any employee on leave of absence without pay shall not earn sick leave.

21.6 Absences for part of a day that are chargeable to sick leave in accordance with these provisions shall be charged in an amount not smaller than one (1) hour.

21.7 Sick leave shall be uniformly posted on employee's pay voucher on a monthly basis for all employees at the rate of one day per month.

21.8 a. Fire Department personnel on the twenty-four (24) hour shift schedule shall accumulate sick leave on the basis of one (1) day for each completed month of service provided that sick leave used shall be charged at the rate of one (1) day for every twenty-four (24) hour shift missed. For purposes of this rule, one (1) day is defined as eight (8) hours.

b. Also for purposes of charging sick leave to twenty-four (24) hour shift personnel, sick leave will be charged in increments of one (1) hour for each multiple of three (3) hours or portions thereof absent because of sickness.

c. Non-twenty-four (24) hour shift personnel shall be charged sick leave at the rate of eight (8) hours for each eight (8) hour day absent because of sickness.

d. Employees may elect to use a maximum of 48 hours of sick leave per year for the illness, injury or hospitalization of a member of the employee's immediate family (spouse, child, sibling or parent). Additional sick leave may be authorized through the approval of a documented medical condition through FMLA.

e. Employees may use a maximum of two (2) consecutive work days chargeable to sick leave for attendance of the birth or adoption of a child.

21.9 During any absences of an employee when sick leave would be payable, an employee may use his vacation time after all of his accumulated sick leave time has been used.

21.10 Job Injury Sick Leave - Civil Service. All accidents must be reported to the employee's supervisor or the City's Industrial Nurse as required by the Employee's Handbook of Occupational Safety and Health Regulations. Upon the employee so reporting, the employee will be paid for the balance of the shift on the date the injury or job-related illness occurred providing the injury or illness incapacitates him from doing his regular work. No time shall be deducted for the employee's accrued sick leave for the duration of illness or injury if found to be job related. In the event there is a question as to whether an injury is job related or as to the duration of the illness, the matter shall be referred to the City physician, if practicable. Any matter not referred to the City physician or still in dispute after referral to the City physician shall be determined in accordance with the grievance and arbitration provisions of this agreement. The arbitrators shall give controlling weight to any determination made by the City physician within the scope of his or her expertise which is based upon fact. In all other cases the employee shall be required to clearly demonstrate that the illness or injury was job related. Benefits hereunder shall be denied if the employee cannot demonstrate that the injury was job related. The City shall pay for such doctor's determination if found to be job related. The employee shall pay for this examination if found not to be job related. In serious cases of possible permanent disability, the present practice of obtaining such determination shall not be followed. This article shall in such cases not be considered a right of unlimited sick leave payment.

## **Article 22 – Funeral Leave**

22.1 In the event of a death an employee shall be granted the following amount of time off with pay based on the relationship of the deceased:

a. Spouse, child, parent, spouse's parent or other family members residing in the same household as the employee: 2 shift days (5 work days for 40 hour employees).

b. Sister, brother, stepfather, stepmother, stepsister, stepbrother, stepchildren, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law: 1 shift day (1 work day for 40 hour employees).

c. Aunt, uncle, spouse's grandmother or grandfather, sister-in-law, brother-in-law: 1 shift day (1 work day for 40 hour employees) if it falls on the day the funeral or visitation or with the approval of the Chief.

22.2 Additional leave with pay may be granted by the Chief of the Fire Department or his/her designee upon sufficient demonstration of need (e.g. location of funeral, funeral responsibilities). Additional unpaid leave may also be requested.

## **Article 23 – Special Leave**

23.1 The Fire Chief may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed a total of ten (10) working days in any calendar year; or five (5) working days in any one instance. Nothing in this article shall be construed to preclude a Battalion Chief at the employer's discretion to grant up to six (6) hours of paid leave if such an emergency arises while the employee is on duty.

23.2 Any leave of absence for six (6) days or more will require the authorization of the City Manager.

23.3 The City Manager may authorize special leaves of absence for any period or periods for the following purposes:

With or without pay for attendance at a college, university, or business school for the purpose of training in subjects relating to the work of the employee which will benefit the employee and the Employer; with or without pay for urgent personal business requiring employee's attention for an extended period or for purposes that are deemed beneficial to the Employer. Such request shall be submitted to the Fire Chief who will forward it to the City Manager with a recommendation dependent upon whether the application is in the best interests of the department and/or the employee.

23.4 The City Manager may authorize special leaves of absence for medical necessity after all accrued paid leave is exhausted not to exceed twelve months, but only for such periods of time as are operationally feasible for the department. Such leave must be requested in writing and supported by a doctor's certificate.

23.5 During periods of medical leave without pay in excess of 30 calendar days the employee may continue insurance by paying the entire cost of the monthly premiums each month.

23.6 An employee permitted to attend a seminar, school, or conference for the mutual benefit of the employee and employer, will not suffer any loss in pay for the time necessary for such attendance. The employee will be reimbursed for the cost of transportation, housing, and meals, as limited by the City, while he/she is away from Cedar Rapids. Any expense for items required by the school will be reimbursed and such items shall become the property of the department. Proof of purchase and necessity of purchase will be required to justify reimbursement.

23.7 Employees who at their request are granted special leave of sixty (60) days or more without pay will have their city and departmental seniority dates and their wage increase applicable and longevity dates adjusted to reflect the time lost during such period of absence.

23.8 a. The department shall provide the opportunity for training for each employee to maintain their training or certification. For the purposes of this article these minimum standards shall apply to: FF1, FFII, HazMat Operations, and EMS. If an employee is a member of the Special Operations team, they will be trained to the Technician Level of those disciplines that the Employer identifies as necessary within the first year of their team membership, or as soon as possible thereafter. All relevant OSHA mandates will be adhered to. The mandate for HazMat will be OSHA 29 CFR 1910.120.

b. No employee will be required or asked to obtain a contingency time trade for any reason.

#### ***Article 24 – Safety, Accidents and Report***

24.1 a. It is the desire of the Employer and the Union to maintain the highest standard of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, deaths, injuries and illness in the fire service.

b. Protective devices, wearing apparel and other equipment necessary to properly protect firefighters shall be provided by the Employer. An individual may request inspection of protective gear by the Safety Committee should a disagreement arise over serviceability.

c. There shall be appointed a six (6) man departmental Occupational Health and Safety Committee. The Union may name one-half of the committee. They will meet with the Department Safety Officer quarterly, or when necessary for the purpose of discussing safety and

suggesting safety regulations. When a safety suggestion or complaint is filed, the Safety Committee may, by vote of the majority of the Committee, meet to review the suggestion or complaint. If it is agreed to do so, the majority of the Safety Committee will also determine when the meeting will be convened. If the majority of the Safety Committee does not vote to review the suggestion or complaint, the suggestion or complaint will be presented to and reviewed by the Safety Committee at its next regular meeting. The person filing the suggestion or complaint will be notified of the meeting and will be allowed to discuss the issue with the Safety Committee. The Fire Chief shall make the determination on all matters of safety and the issuance of safety rules. The committee shall have the right to refer safety matters and rules to the Employee Safety Director after the discussion with the Fire Chief. The committee will be on a rotating basis. Two (2) members will be replaced each year.

d. Safety Committee members will be granted time off with pay when meeting jointly with management, and for any inspection or investigation of safety or health problems in the Fire Department.

e. The Employer shall not restrict the Safety Committee members from any Fire Department facility when investigating health or safety conditions.

24.2 An employee who is injured while on duty and is required to leave the job because of such injury and is required to remain off the job by a medical authority will be paid for the balance of his shift.

24.3 If an employee is required to take any medical examinations associated with their annual testing and the City Occupational physician determines that a work related condition exists the city will bear all costs of these work related exams and treatments.

### ***Article 25 – Personal Development / Evaluations***

Employees will receive a Personal Development Evaluation periodically (annually). The evaluated employee will have two work days to review the completed evaluation and may schedule a subsequent meeting with the supervisor if the employee so chooses. The evaluator will meet with the individual to review the document. The interview will also include establishing improvement objectives, steps to be taken to reach the goal and what the supervisor will do to assist the employee. The employee has the right to attach a statement to the evaluation should they choose. The document with the attachment becomes part of the employee's personnel file. An employee who has been evaluated has the right to grieve all evaluations through the contractual grievance procedure if such evaluations are unfair, unjust and/or inaccurate. SEE EXHIBIT A for the evaluation instrument.

## **Article 26 – Physical Performance Evaluation**

It is understood by Local #11 and the City of Cedar Rapids that it is in the best interest of the parties to have employees physically fit. The City will make every effort to provide the necessary environment for the employees to achieve an acceptable level of physical fitness. In order to achieve and maintain high levels of aerobic fitness, flexibility, muscular endurance and strength, all personnel covered by this labor agreement shall participate in a mandatory fitness program.

Exercise programs may be designed by a certified trainer. Crew officers are responsible for scheduling or allowing for a workout period on each shift of one (1) hour. This program is non-punitive if an individual is actively participating in an exercise program. The City will maintain city purchased physical fitness equipment.

## **Article 27 - Wages**

27.1 An employee covered by this Agreement shall be paid at the hourly rate shown for their present grade and step as shown on Pay Schedule F hereto attached for all time worked in the employment of the Employer except as shown in Article 10.5. For purposes of this section, all time worked shall include paid leave.

27.2 Shift employees who are assigned to the following specialty assignments will receive an additional hourly premium of \$0.10 in FY17 and an additional \$0.10 in FY18:

- Special Operations Manager
- Hazardous Materials Manager
- EMS Auditors
- Mask Repair Manager
- Hose Program Manager
- Air Monitoring Equipment Program Manager
- Discipline Leaders

## **Article 28 – Complete Agreement**

28.1 The Union and the Employer acknowledges that the understandings and agreements arrived at between the parties after negotiations are set forth in the Agreement, and that this is the complete Agreement. However, this Agreement may be amended or revised in any of its provisions at any time during its existence provided such revisions or amendments are reduced to writing and subscribed to by both parties.

28.2 This article is not intended to prohibit discussion between the Employer and employees in regard to existing practices or any changes effected by either the legislature or courts during the term of this Agreement.

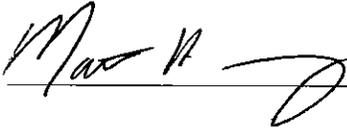
**Article 29 – Separability and Savings Clause**

29.1 From the Code of Iowa: "601A.14 Promotion or transfer. After a handicapped individual is employed, the employer shall not be required under this chapter to promote or transfer such handicapped person to another job or occupation, unless, prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation. Any collective bargaining agreement between an employer and labor organization shall contain this section as part of such agreement."

**Article 30 – Effective Date**

30.1 This Agreement shall be in full force and effect from July 1, 2016, to and including June 30, 2019.

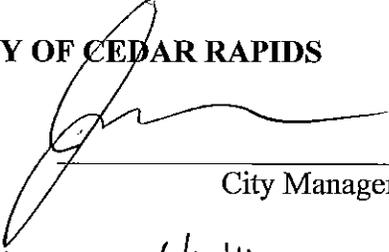
**CEDAR RAPIDS ASSOCIATION OF  
FIREFIGHTERS, LOCAL NO. 11**

By: 

Title: L-11 President

Date: 6-7-16

**CITY OF CEDAR RAPIDS**

By:   
City Manager

Date: 6/10/16

*Chute*  
6/7/16

Attest:   
City Clerk

Date: 6/10/16

## SCHEDULE F - Wage Schedule for July 1, 2016 through June 30, 2019

FY17 rate is effective for 1<sup>st</sup> payday in July 2016 (2.85%)

FY18 rate is effective for 1<sup>st</sup> payday in July 2017 (2.85%)

FY19 rate is effective for 1<sup>st</sup> payday in July 2018 (2.85%)

All rates are based on years of service on Department, not years at rank or grade

Day rates are calculated using a conversion rate of 2756/2080 of the shift rate

The hourly rates in the wage schedule below already include the following premium rates:

--Paramedics will receive an additional hourly premium equal to 3.05% of the 3-year shift EMT FF hourly rate for FY17, 3.3% for FY18, 3.8% for FY19

--Advanced EMTs will receive an additional hourly premium equal to 1.6% of the 3-year shift EMT FF hourly rate

--Arson Canine Handler will receive an additional hourly premium equal to 17.6% of the 3-year shift EMT FF rate

### SHIFT EMPLOYEE HOURLY RATES

(53 hours per week)

JOB TITLE	GRADE	STEP	Service Yrs	FY17	FY18	FY19
Firefighter (EMT)	30	1	Entry	17.17	17.65	18.16
		2	1 year	18.26	18.78	19.31
		3	3 years	21.17	21.77	22.39
		4	6 years	21.78	22.40	23.04
		5	9 years	22.62	23.26	23.92
		6	18 years	23.31	23.97	24.65
Captain (EMT)	40	1	Entry	25.62	26.35	27.10
		2	18 years	26.38	27.13	27.91

Firefighter (Advanced EMT)	30A	1	Entry	17.50	18.00	18.52
		2	1 year	18.59	19.12	19.67
		3	3 years	21.51	22.12	22.75
		4	6 years	22.12	22.75	23.40
		5	9 years	22.96	23.61	24.28
		6	18 years	23.64	24.32	25.01
Captain (Advanced EMT)	40A	1	Entry	25.96	26.70	27.46
		2	18 years	26.72	27.48	28.26

Firefighter (Paramedic)	31	1	Entry	17.81	18.37	19.01
		2	1 year	18.90	19.49	20.16
		3	3 years	21.81	22.49	23.24
		4	6 years	22.43	23.12	23.89
		5	9 years	23.26	23.98	24.78
		6	18 years	23.95	24.69	25.50
Captain (Paramedic)	41	1	Entry	26.27	27.07	27.95
		2	18 years	27.03	27.85	28.76

## DAY EMPLOYEE HOURLY RATES (40 hours per week)

JOB TITLE	GRADE	STEP	Service Yrs	FY17	FY18	FY19
Firefighter (EMT)	30	1	Entry	22.74	23.39	24.06
		2	1 year	24.19	24.88	25.59
		3	3 years	28.05	28.84	29.67
		4	6 years	28.86	29.69	30.53
		5	9 years	29.97	30.82	31.70
		6	18 years	30.88	31.76	32.67
Captain (EMT)	40	1	Entry	33.95	34.91	35.91
		2	18 years	34.95	35.95	36.98

Firefighter (Advanced EMT)	30A	1	Entry	23.08	23.74	24.42
		2	1 year	24.53	25.23	25.95
		3	3 years	28.38	29.19	30.03
		4	6 years	29.20	30.03	30.89
		5	9 years	30.31	31.17	32.06
		6	18 years	31.22	32.11	33.02
Captain (Advanced EMT)	40A	1	Entry	34.29	35.26	36.27
		2	18 years	35.29	36.30	37.33

Firefighter (Paramedic)	31	1	Entry	23.39	24.11	24.91
		2	1 year	24.83	25.60	26.44
		3	3 years	28.69	29.56	30.52
		4	6 years	29.51	30.40	31.38
		5	9 years	30.61	31.54	32.55
		6	18 years	31.53	32.48	33.52
Captain (Paramedic)	41	1	Entry	34.59	35.63	36.76
		2	18 years	35.60	36.67	37.83

Captain - Canine Handler (EMT)	40C	1	Entry	37.67	38.75	39.85
		2	18 years	38.68	39.78	40.92
Captain - Canine Handler (Advanced EMT)	40D	1	Entry	38.01	39.09	40.21
		2	18 years	39.02	40.13	41.27
Captain - Canine Handler (Paramedic)	40E	1	Entry	38.32	39.46	40.70
		2	18 years	39.33	40.50	41.77

**Appendix A – Job Evaluation Form**

<b>EMPLOYEE PERFORMANCE APPRAISAL</b>		
<b>Employee Name</b>	<b>PeopleSoft Employee ID</b>	<b>Department</b>

<b>Job Title</b>	<b>Review Period</b>	<b>Review Date</b>	<b>Supervisor Name</b>
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<b>Category</b>	<b>Considerations</b>	<b>Ratings</b>
<b>Quality of Work</b>	Completes work according to department guidelines: <ul style="list-style-type: none"> <li>• Accuracy</li> <li>• Timeliness</li> <li>• Quantity</li> </ul>	<input type="checkbox"/> Far Exceeds Expectations <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Fully Meets Expectations <input type="checkbox"/> Periodically Meets Expectations <input type="checkbox"/> Does Not Meet Expectations
<b>Job Knowledge</b>	Knows job well: <ul style="list-style-type: none"> <li>• Uses resources</li> <li>• Seeks guidance</li> <li>• Strives to improve</li> <li>• Willing to learn new tasks</li> </ul>	<input type="checkbox"/> Far Exceeds Expectations <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Fully Meets Expectations <input type="checkbox"/> Periodically Meets Expectations <input type="checkbox"/> Does Not Meet Expectations
<b>Teamwork</b>	Contributes to the department: <ul style="list-style-type: none"> <li>• Offers to help others</li> <li>• Treats co-workers with respect</li> <li>• Contributes to the improvement of processes</li> </ul>	<input type="checkbox"/> Far Exceeds Expectations <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Fully Meets Expectations <input type="checkbox"/> Periodically Meets Expectations <input type="checkbox"/> Does Not Meet Expectations
<b>Customer Service</b>	Completes internal and external customer requests: <ul style="list-style-type: none"> <li>• Solves problems creatively</li> <li>• Follows through</li> <li>• Treats customers with respect</li> </ul>	<input type="checkbox"/> Far Exceeds Expectations <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Fully Meets Expectations <input type="checkbox"/> Periodically Meets Expectations <input type="checkbox"/> Does Not Meet Expectations
<b>Communication</b>	Communication is complete and easily understood: <ul style="list-style-type: none"> <li>• Respectful</li> <li>• Verbal</li> <li>• Written</li> </ul>	<input type="checkbox"/> Far Exceeds Expectations <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Fully Meets Expectations <input type="checkbox"/> Periodically Meets Expectations <input type="checkbox"/> Does Not Meet Expectations
<b>Policies and Procedures</b>	Follows City and department policies and procedures: <ul style="list-style-type: none"> <li>• Safety</li> <li>• Absenteeism</li> <li>• Punctuality</li> </ul>	<input type="checkbox"/> Far Exceeds Expectations <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Fully Meets Expectations <input type="checkbox"/> Periodically Meets Expectations <input type="checkbox"/> Does Not Meet Expectations
<b>Organizational Impact</b>	<p align="center"><b>Invested in the Vision:</b></p> <p align="center"><i>"Cedar Rapids is a vibrant urban hometown- a beacon for people and businesses that are invested in building a greater community for the next generation."</i></p> <p align="center"><b>Value based work that includes:</b></p> <ul style="list-style-type: none"> <li>-Accountability    -Diversity</li> <li>-Communication    -Leadership</li> <li>-Dignity / fairness    -Stewardship</li> </ul>	<input type="checkbox"/> Far Exceeds Expectations <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Fully Meets Expectations <input type="checkbox"/> Periodically Meets Expectations <input type="checkbox"/> Does Not Meet Expectations

<b>Accomplishments - Strengths from current review period:</b>

<b>Goals - Areas of Opportunities for next review period:</b>

<b>Employee comments:</b>

<b>Supervisor comments:</b>

Note: Formal disciplinary action will not be done in conjunction with this performance appraisal.
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I have prepared this appraisal and discussed it with the employee.	I have read and understand this appraisal.
Supervisor Signature/Date:	Employee Signature/Date:

This performance appraisal is confidential and should not be discussed with anyone other than my supervisor, manager, director, or human resources.

## 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.

<b>MEDICAL EXPENSE COVERAGE</b>		
	<b>PPO PROVIDER</b>	<b>NON-PPO PROVIDER</b>
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>		
Out-of-Pocket Maximums		
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
<b>The Calendar Year Deductible applies to the following services, except as noted.</b>		
<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>		
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 (routine or with a diagnosis)	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%
X-Ray and Laboratory Services	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
Emergency Room Services	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
Ambulance Services for a Medical Emergency	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.
Ambulance Services for other than a Medical Emergency	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
Chiropractic Services (performed by DC, MD, or DO)  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)
Physical Therapy, when provided by a licensed physical therapist	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
Home Health Care, Home Skilled Nursing	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
Hospice Care Inpatient Treatment Limited to 15 days of respite care per lifetime  Outpatient Treatment Limited to 15 days of respite care per lifetime	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
Skilled Nursing Facility Care	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%
Durable Medical Equipment, including oxygen	You pay Deductible, then plan pays 90%	You pay Deductible, then plan pays 80%

<b>SERVICE</b>	<b>PPO PROVIDER</b>	<b>NON-PPO PROVIDER</b>
<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%
<b>All Other Covered Charges</b>	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.

PRESCRIPTION DRUGS		
	RETAIL DRUGS	MAIL ORDER DRUGS
Tier 1: Generic Drugs	Plan pays 90%, you pay 10%.	
Tier 2: Formulary Brand Name Drugs	Plan pays 75%, you pay 25%.	
Tier 3: Non-Formulary Brand Name Drugs	Plan pays 60%, you pay 40%.	
Maximum Supply	N/A	90 days for each prescription
Prior Authorization	<p>For certain drugs and classes of drugs designated by the Claims Administrator, the Claim Administrator reserves the right to:</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.

## ***Appendix C – Kelly Partner Alternative Shift Work Schedule***

1. Kelly Partner Schedule
  - a. The purpose of this alternative schedule is to offer employees a more flexible option than the current schedule.
  - b. The schedule will allow two similar employees on different shifts to schedule their collective work days between them.
  - c. Work shifts on the Kelly partner schedule will be viewed as regular work days, not time trades.
  - d. Participation in the Kelly partner schedule will not limit employees from using approved leave, includes time trades.
  
2. Eligible Employees
  - a. An employee wishing to participate in the alternative schedule must partner with an employee of the same rank (Captain or Firefighter) and paramedic status (Paramedic/Non-Paramedic) on a different shift. The partnered employees will mutually agree to division of their shifts for a FLSA work cycle. If they are unable to agree, neither employee will be eligible to participate in the alternative schedule during that cycle.
  - b. Probationary employees are not eligible to participate.
  - c. Employees on a certified civil service list for promotion to Captain (Shift) are not be eligible to participate.
  
3. Initiating Participation
  - a. Once two employees have agreed to be Kelly partners for the alternative work schedule, they must notify the Assistant Chief (Operations) of their intent to participate and the name of their partner via email by 4:30 pm on a day selected by management near November 15<sup>th</sup>. One email from each participant is required.
  - b. Employees wishing to participate will be required to attend a meeting scheduled by the Employer and the Union to discuss the administrative processes for submitting work schedules.
  - c. Once two employees have both notified the Assistant Chief (Operations) of their intent to participate and have attended the Kelly partner meeting in 3b, the Employer will adjust their Kelly cycle for the following year.
  - d. The Kelly days of the partnered employees will be adjusted so that they occur on the same number in the schedule cycle. For example, an employee on 'A-shift' and an employee on 'C-shift' could have Kelly days A7 and C7 respectively.
  - e. Electronic forms will be developed by the Fire Department to administer the Kelly partner schedule.
  
4. Scheduling Limitations
  - a. Kelly Days. Once the Employer has adjusted the Kelly days, they are not flexible for the employee. That is, they cannot be moved and a regular work shift cannot be

worked by either of the Kelly partners on their Kelly days. However, employees may still work time trades or overtime on their Kelly days.

- b. FLSA Days. Each Kelly partner must maintain the regularly scheduled work day that exists nine shifts after their Kelly day. For example, if the partnered employees have Kelly days of A7 and C7 then they must maintain A16 and C16 as their regular work days rather than have their partner work them. This day shall be referred to as the “**FLSA Day**”. While the FLSA day must remain part of the employees regular schedule, he or she may still use approved leave on that day.
- c. Kelly Partner Work Cycle. The partners’ sixteen (16) normal work shifts that occur between their Kelly days and their FLSA days will be available for scheduling between Kelly partners. Each twenty-four (24) day period that includes these sixteen (16) work shifts shall be referred to as a “**Kelly Partner Work Cycle**”. Each Kelly partner must be scheduled to work eight (8) shifts within a Kelly partner work cycle.
- d. Vacation Days. Work shifts that have been scheduled for vacation must remain part of the regular work schedule for the employee that scheduled it. An employee that is working one of his Kelly partner’s shifts may not reschedule a vacation day for that shift without permission from the Chief.
- e. Training. Each Kelly partner must be scheduled for one day within each complete Monday through Thursday period that exists during a Kelly partner work cycle. However, employees may still use approved leave during those scheduled days.

#### 5. Procedure

- a. Once Kelly days have been adjusted, the participants are eligible to submit an agreed upon schedule for the first full Kelly partner work cycle. Confirmation of the schedule from both partners must be submitted to the Employer at least ten (10) days prior to the Kelly partner work cycle. Failure to do so will result in the participants working their traditional schedule during that cycle.
  - b. The Employer will have roster adjustments made to reflect the submitted schedule at least five (5) days prior to the Kelly partner work cycle.
  - c. The Kelly partners must review the roster adjustments to confirm that they have been entered correctly. Once confirmed, the scheduled work days in the cycle will be treated as normal work days for each participant. They shall be responsible for working their scheduled days unless on approved leave.
6. This alternative schedule is temporary. If in the opinion of the fire department or the union the schedule is unworkable, ineffective, or does not meet the needs of the fire department or employees all employees will return to the current schedule after 60 days-notice.