



Agreement Between
City of Davenport, Iowa
and

**Davenport Association of
Professional Firefighters,
Local #17 of International
Association of
Firefighters AFL-CIO,
CLC**



**July 1, 2023
through
June 30, 2027**

TABLE OF CONTENTS

	<u>Page</u>
AGREEMENT	1
WITNESSETH	1
ARTICLE I – Recognition and Representation	1
Section 1.1 Recognition and Appropriate Bargaining Unit	1
Section 1.2 Nondiscrimination	1
Section 1.3 Union Membership	2
ARTICLE II – Payroll Deductions	2
Section 2.1 Payroll Deductions.....	2
Section 2.2 Indemnification	2
ARTICLE III – Management Rights and Responsibilities	3
Section 3.1 Management Rights and Responsibilities	3
Section 3.2 Labor Management Meetings	3
ARTICLE IV – No Strike, No Lockout	3
Section 4.1 No Strike – No Lockout.....	3
Section 4.2 No Lockout.....	3
ARTICLE V – Grievance Procedure	4
Section 5.1 Definition	4
Section 5.2 Procedure.....	4
Step 1.....	4
Step 2.....	4
Section 5.3 Arbitration.....	5
Section 5.4 Authority of Arbitrator.....	5
Section 5.5 Expenses of Arbitration	5
Section 5.6 Time Limit for Filing	6
Section 5.7 Union Representation.....	6
Section 5.8 Investigation-Grievances/Arbitration	6
Section 5.9 Discipline/Discharge	7
ARTICLE VI – Rules and Regulations.....	7
Section 6.1 Rules and Regulations	7
Section 6.2 Right to Grieve	7
Section 6.3 Prevailing Rights	8
Section 6.4 Standard Operating Procedures & Notices	8

ARTICLE VII – Seniority.....	8
Section 7.1 Definition	8
Section 7.2 Probationary Period.....	8
Section 7.3 Layoffs and Recalls	8
Section 7.4 Determination-Seniority/Same Day Hires	9
Section 7.5 Termination of Seniority.....	9
ARTICLE VIII – Hours of Work.....	9
Section 8.1 Shift Employees	9
Section 8.2 Normal Workday and Workweek	9
Section 8.3 Overtime and Call-Back Pay.....	10
Section 8.4 Court Time	12
Section 8.5 Study Time	13
Section 8.6 No Pyramiding.....	13
Section 8.7 Scheduling of Manpower	13
ARTICLE IX – Paid Time Off.....	13
Section 9.1 Annual Leave Entitlement.....	13
Section 9.2 Annual Leave Accumulation	14
Section 9.3 Holidays	14
Section 9.4 Scheduling-Leave/Kelly Days/Holidays.....	15
(a) Vacation.....	15
(b) Kelly Days.....	15
Section 9.5 Taking Annual Leave Time Off	16
Section 9.6 Leave/Holidays/Kelly Days – Separation	16
ARTICLE X – Sick Leave	16
Section 10.1 Sick Leave.....	16
Section 10.2 Substantiation of Sick Leave	17
Section 10.3 Accumulation of Sick Leave.....	18
Section 10.4 Pay for Accumulated Sick Leave	18
Section 10.5 Sick Leave/Compensation for Non-Use	18
Section 10.6 Light Duty Assignments.....	19
ARTICLE XI – Leaves of Absence	19
Section 11.1 Excused Leave.....	19
Section 11.2 Military Leave	19
Section 11.3 Leave to Vote	19
Section 11.4 Bereavement Leave	20
Section 11.5 Maternity Leave.....	20
Section 11.6 Jury Leave.....	21
Section 11.7 Conditions-Granting of Excused Leaves.....	21

ARTICLE XII – Trading Time and Transfers	21
Section 12.1 Trading Time	21
Section 12.2 Transfer Requests	22
Section 12.3 Transfers	22
ARTICLE XIII – Promotional Examinations	23
Section 13.1 General	23
Section 13.2 Notice of Examinations	23
Section 13.3 Conduct of Examinations	23
Section 13.4 Evaluation Procedures	24
ARTICLE XIV – Union Communications and Meetings	24
Section 14.1 Bulletin Boards and Equipment	24
Section 14.2 Monthly Meetings	25
Section 14.3 Negotiating Time	25
Section 14.4 Employer-Called Meetings	25
Section 14.5 Conventions	25
Section 14.6 Use of City Facilities by Union	25
Section 14.7 Unit Leave	26
Section 14.8 Employee Union Orientation	26
ARTICLE XV – Safety and Health	26
Section 15.1 General	26
Section 15.2 Unsafe Conditions	26
Section 15.3 Safety Committee	26
Section 15.4 Committee Recommendations	27
Section 15.5 Accident Review	27
Section 15.6 Airpack Face Pieces	27
Section 15.7 Physical Fitness Program	28
ARTICLE XVI – Salaries and Benefits	28
Section 16.1 Salaries	28
Section 16.2 Promotions	28
Section 16.3 Temporary Appointment/Out-of-Rank Pay	28
Section 16.4 Step Increases	29
Section 16.5 Food Allowance	29
Section 16.6 Uniform Allowance	29
Section 16.7 Allowance for Personal Items	30
Section 16.8 State Driver’s License	30
Section 16.9 Incentive	31
Section 16.10 Airpack Technicians	31
Section 16.11 Mechanics and Maintenance	31
Section 16.12 Fire Investigation	32
Section 16.13 HAZMAT	32
Section 16.14 Deferred Compensation	33
Section 16.15 Retirement Health Plan	33
Section 16.16 Car Seat Technicians	33

ARTICLE XVII – Group Insurance	34
Section 17.1 Group Insurance	34
(a) Health Insurance	34
(b) Dental Insurance	35
(c) Vision Insurance	35
(d) Insurance Carrier	35
(e) Long Term Disability Insurance	35
(f) Life Insurance	35
(g) Other Group Insurance Items	36
Section 17.2 Claims	36
Section 17.3 Retired Employees	36
Section 17.4 Non-Duplication of Benefits	36
ARTICLE XVIII – Disability and On-the-Job Injuries	37
Section 18.1 General	37
Section 18.2 Injuries in the Line of Duty	37
ARTICLE XIX – Miscellaneous	38
Section 19.1 Maintenance	38
Section 19.2 Course Payments	38
Section 19.3 Paychecks	38
Section 19.4 Station Security	39
Section 19.5 Relocation	39
Section 19.6 Vehicles	39
Section 19.7 Vehicle Maintenance	39
Section 19.8 Educational Incentive	40
Section 19.9 Residency	40
Section 19.10 Off-Duty Employment	40
Section 19.11 Legal Representation	41
Section 19.12 Reference Materials	41
ARTICLE XX – In-Service Training	41
Section 20.1 General	41
Section 20.2 Training and Recertification	41
Section 20.3 Educational and Training Sessions	42
ARTICLE XXI – Savings Clause	42
ARTICLE XXII – Entire Agreement	42
Section 22.1 Entire Agreement	42
Section 22.2 Amendment	42
Section 22.3 Precedence of Agreement	42
Section 22.4 Gender of Words	43
ARTICLE XXIII - Termination	43

AGREEMENT

THIS AGREEMENT, entered into this first day of July, 2023, between the City of Davenport, Iowa (hereinafter referred to as "City") and the Davenport Association of Professional Firefighters, Local #17 of the International Association of Firefighters, AFL-CIO, CLC (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and other conditions of employment; to achieve and maintain harmonious relations between the City and the Union; to increase the efficiency and productivity of employees in the Fire Department and to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Fire Department;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE I

Recognition and Representation

Section 1.1. Recognition and Appropriate Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for the appropriate bargaining unit consisting of all full time Fire Department personnel, including firefighters, engineers , lieutenants, captains, but excluding the Fire Chief, Assistant Chiefs, District Chiefs, other persons excluded by the Iowa Public Employment Relations Act, and all other employees of the City of Davenport, for the purpose of negotiating in accordance with the Iowa Public Employment Relations Act and the provisions of this Agreement, a written agreement covering rates of pay, hours of work and conditions of employment.

Section 1.2. Nondiscrimination.

(a) There shall be no discrimination, restraint or coercion by the City or the Union for or against any employee because of membership or non-membership in the Union.

(b) In accordance with applicable Federal and State law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, or political affiliation. To the extent not prohibited by state laws concerning pension, disability and/or civil service and with the understanding that this bargaining unit includes emergency service personnel required to meet certain physical standards, neither the City nor the Union shall discriminate against qualified individuals with disabilities nor on the basis of age.

Section 1.3. Union Membership.

All bargaining unit employees, as defined in Section 1.1 shall be eligible to join the Union at the commencement of their employment or at any time during their probationary period or any time thereafter. The City shall notify the Union in writing of any newly hired employees eligible to become members within seven (7) days of the hire date. The City and Union agree not to interfere with the right of employees to choose or not to choose membership in the Union.

ARTICLE II

Payroll Deductions

Section 2.1. Payroll Deductions.

The City agrees to continue payroll deductions for insurance premiums, savings bonds, credit union, charitable contributions, firemen's club and deferred compensation in accordance with present practice, and shall not discontinue such deductions for bargaining personnel. Payroll deductions not specified herein may be made as mutually agreed to by the parties or as required by law. Remittance shall be made within 30 days' notice of any change in the amount specified by the employee. Credit Union deductions shall be transferred to the Credit Union as soon as is reasonably possible. The current procedures for direct deposit shall remain in effect for the duration of this agreement.

Section 2.2. Indemnification.

The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article, provided the City does in fact comply with the terms of this Article.

ARTICLE III

Management Rights and Responsibilities

Section 3.1. Management Rights and Responsibilities.

The City shall retain the sole right and authority to operate and direct the affairs of the Fire Department in all its various aspects, including, but not limited to, all rights enumerated by the Iowa Public Employment Relations Act and all rights and authority exercised by the City prior to the execution of this Agreement. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct and control all operations and services of the Fire Department; to schedule and assign work, to assign overtime; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the specific written provision of this Agreement. In the event of a conflict between the provisions of this Article and the specific written provisions of this Agreement, the latter shall prevail.

Section 3.2. Labor Management Meetings.

Representatives of the Union and the Employer shall meet monthly at a mutually agreeable time. The purpose of the monthly meeting is to discuss matters of mutual interest, resolve potential conflicts, and propose changes which would generate cost savings and increase services without adversely affecting the safety of the employee. Neither this Agreement nor the prevailing rights of the parties shall be modified without the written agreement of the parties. Agenda items shall be exchanged at least one week in advance of the meeting or as mutually agreed between the parties.

ARTICLE IV

No Strike, No Lockout

Section 4.1. No Strike - No Lockout.

The City and Union shall abide by applicable State law with respect to strikes and lockouts.

Section 4.2. No Lockout.

The City will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE V
Grievance Procedure

Section 5.1. Definition.

A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement or by the Union against the City involving the meaning, interpretation or application of the express provisions of this Agreement.

Section 5.2. Procedure.

The parties agree that attempts will be made to resolve grievances without recourse to the formal grievance procedure. To this end, employees who believe that they have a grievance should talk directly with the appropriate District Chief prior to utilizing the grievance procedure. Once a grievance has been filed, however, the parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously, and in accordance with the following procedure:

Step 1:

Any employee or Union who has a grievance shall submit it in writing to the fire chief. It shall be signed by the employee or the Union representative. The grievance shall be specific as to the sections of the Agreement that are alleged to have been violated. The Fire Chief, or designated representative, shall discuss the grievance within ten (10) business days with the Union representative and the grievant at a time mutually agreeable to the parties. If no settlement is reached, the Fire Chief, or designated representative, shall give the City's written answer, including the reasons therefore, to the Union within ten (10) business days following their meeting.

*Grievance must be filed within ten (10) business days of the occurrence in accordance with Section 5.6.

Step 2:

If the grievance is not satisfactorily resolved in Step 1, the Union may within ten (10) business days thereafter present the grievance in writing to the Director of Human Resources. The Director shall conduct a meeting within ten (10) days after receipt of the written grievance. Participants at such meeting shall include the grievant, Union representative(s) and the Director of Human Resources. At such meeting either party may arrange to have present any other person as it believes reasonably and sensibly would contribute to consideration of the particular grievance by the Director. The Director shall provide a written response, including the reasons therefore, to the Union within ten (10) business days thereafter.

If the grievance is not settled at Step 2, within seven (7) business days of receipt of the answer of the Director of Human Resources, the grieving employee or the Union must elect to proceed to arbitration. As a precondition for processing any grievance to arbitration, the grieving employee must execute a Statement of Waiver and Election, Appendix "F".

Section 5.3. Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 2. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Iowa Public Employment Relations Board to submit a panel of five (5) arbitrators. Either party may reject one entire panel of arbitrators. From an acceptable panel, the arbitrator shall be selected by the alternate striking of names. The party, which shall strike the first name, shall be chosen by lot and after four (4) names are stricken by this procedure, the remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the City and the Union requesting that he/she set a date and time for the hearing subject to the availability of the City and Union representatives. All arbitration hearings shall be held in Davenport, Iowa.

Section 5.4. Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. He shall only consider and make a finding with respect to the specific issue submitted in writing by the City and the Union, and shall have no authority to make a finding on any other issue not so submitted to him. The arbitrator shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any way the application of the laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his finding within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. Briefs must be postmarked to the arbitrator within twenty (20) days of receipt of the full transcript by all parties requesting a transcript (same due date for all parties), unless the parties agree to an extension thereof. His finding shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator rendered in accordance with this Agreement shall be binding on all parties to this Agreement and any employee(s) involved in the dispute.

Section 5.5. Expenses of Arbitration.

The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. The fee of the arbitrator shall not exceed that fee that is established by the Public Employment Relations Board.

Section 5.6. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance, or within ten (10) business days after the employee knows, or through the use of reasonable diligence should have known of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer the grievance or an appeal thereof within the specified time limits, the relief requested by the Union shall be granted. The time limit in each step may be extended by mutual written agreement of the City and Union representatives involved in each step. The term "business days" as used in this Article shall mean days Monday through Friday, inclusive, and excludes Saturdays, Sundays and holidays on which City Hall is closed; the first day of the occurrence shall not be included, and the last day shall be included for the purpose of calculating this time period.

By mutual agreement, in writing, the parties may by-pass Step 1 of the procedure outlined in Section 5.2 and proceed immediately to Step 2.

Section 5.7. Union Representation.

At the discretion of the employee involved, said employee shall be entitled to Union Representation of his choice at all steps of the grievance procedure. Additionally, if an employee is being interviewed and such interview may result in future disciplinary action, the employee shall be entitled to Union Representation of his choice. Requests for representatives shall be reasonable with consideration given to employees on duty. Employees when on duty shall receive their regular pay by reason of their participation in the grievance or disciplinary procedures. To the extent possible, grievance meetings and disciplinary investigations shall be held on the duty days of the employee involved.

Section 5.8. Investigation-Grievances/Arbitration.

To the extent possible and with prior notice to the District Chief, reasonable time shall be granted to investigate grievances and to attend grievance meetings and arbitration hearings during the duty day. Every effort shall be made to release such employees from duty at times suitable to the specific purpose of the release. Accordingly, employees and their appropriate Union representative(s) shall be released from duty without loss of pay for such purposes, and for the purpose of attending arbitration hearings when necessary and only upon notifying and receiving permission from the District Chief, which permission shall not unreasonably be withheld. Notification to the District Chief under this Section shall be in sufficient time to permit adjustment of work schedules.

Section 5.9. Discipline/Discharge.

The fire chief may discipline or discharge bargaining unit members for just cause recognizing and applying progressive discipline where applicable.

Suspensions, demotions, written reprimands and discharges previously appealable to the Davenport Civil Service Commission will be subject to the grievance process and arbitration will be the exclusive remedy. The arbitrator's decision will be final and neither party will have recourse to the Davenport Civil Service Commission or Court.

All disciplinary grievances will be heard by an arbitrator selected pursuant to Section 5.3 of the above arbitration provision.

ARTICLE VI

Rules and Regulations

Section 6.1. Rules and Regulations.

The City shall maintain a complete copy of the rules and regulations and administrative policies and make them available electronically to all employees. The City shall provide the Secretary Treasurer of the Union an electronic copy of said policies. The City shall maintain and update the electronic copies and provide an electronic copy of each update to the Secretary Treasurer.

Section 6.2. Right to Grieve.

Any dispute with respect to management rights enumerated by the Iowa Public Employment Relations Act shall not be subject to arbitration but any grievance with respect to any other provision of Section 3.1 above, may be subject to grievance procedures as provided in Article IV; provided, however, that nothing contained herein shall supplant the lawful authority of the Davenport Civil Service Commission. Nothing in this Article shall be deemed to deny the right of any employee to submit a grievance claiming or charging violation of any other provision of this Agreement.

The City agrees that the reasonableness of its rules, regulations, orders and/or any allegation of arbitrary, capricious, or discriminatory application of such rules, regulations, orders and notices, shall be subject to the grievance procedure. In considering the reasonableness of rules, regulations and orders (including the verbal orders of management or supervisory personnel), the following factors shall be among those considered: The need for or desirability of the rule, regulation or order, and in the event of a conflict with clearly established and consistent past practice, whether or not such rule, regulation or order is nonetheless determined to be justified under the circumstances.

The City shall submit changes in rules, regulations and orders to the Association no less than seven (7) days prior to the effective date of such rule or regulation. If an emergency(s) would necessitate an immediate issuance of a rule, regulation or order, the Association shall be notified as soon as reasonably possible.

Section 6.3. Prevailing Rights.

All present understandings, supplements, privileges or conditions of employment, and clearly established and consistent past practice, which grant the employees benefits or protections not provided by the Agreement, or which are not in conflict with this Agreement, or in conflict with sound operating policy or procedures, shall remain in effect unless changed by mutual agreement. It is understood that this shall not be in conflict with Article III, Management Rights, and further that it is recognized that from time to time changes in operating policy are necessitated by outside influences.

Section 6.4. Standard Operating Procedures & Notices.

Standard Operating Procedures and Notices shall be signed, dated and made available to all employees. Employees shall familiarize themselves with the standard operating procedures and notices and shall be responsible for complying with same. Temporary notices shall be signed and dated and will be in effect only for the period of time specified.

ARTICLE VII

Seniority

Section 7.1. Definition.

The seniority of employees covered by this Agreement is set forth under the provisions of Chapter 400 of the Iowa Code.

Section 7.2. Probationary Period.

Each employee shall be considered a probationary employee for the first year of continuous service, after which seniority shall date back to the date of hire with the Fire Department. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated without recourse at the sole discretion of the City, in compliance with the applicable Civil Service Rules which may be in effect from time to time, and the terms of this Agreement.

Section 7.3. Layoffs and Recalls.

In the event that the City determines that a reduction in force is necessary, employees with the least seniority in the affected classification shall be laid off first; accordingly, layoffs and recalls shall be in accordance with Chapter 400 of the Iowa Code unless specifically modified herein.

Section 7.4. Determination-Seniority/Same Day Hires.

In determining an employee's seniority, the applicable state law shall govern, provided, however, that if more than one (1) person is hired on the same day, persons shall receive seniority preference based upon their order of hire which shall be determined by their relative scores on the Civil Service entrance examination, the higher the score indicating the greater seniority.

Section 7.5. Termination of Seniority.

Seniority shall be terminated when an employee:

- (a) Quits; or
- (b) Is discharged; or
- (c) Retires or is retired; or
- (d) Is laid off and fails to report for work within 21 calendar days after having been recalled by registered mail, return receipt requested; or
- (e) Does not report for work at the scheduled time on the first scheduled work day or duty day after the termination of an authorized leave of absence without notifying the City and without adequate cause.

ARTICLE VIII

Hours of Work

Section 8.1. Shift Employees.

It is understood that the bargaining unit consists of shift employees whose normal duty week, on an average within a cycle, shall not exceed fifty-three (53) hours within the meaning of the Fair Labor Standards Act. The annual salary reported herein shall be paid as compensation for this fifty-three (53) hour work week.

Section 8.2. Normal Workday and Workweek.

The normal duty day for shift employees in the Fire Department consist of twenty-four (24) hours. Each scheduled duty day shall be immediately followed by forty-eight (48) hours off duty. There shall be no regularly scheduled shifts of less than twenty-four (24) hours. This schedule results in an average workweek of fifty-six (56) hours.

All regular hours worked in this rotation in excess of one hundred fifty-nine (159) hours in a twenty-one (21) day work cycle shall be credited as compensatory time. Compensatory time shall be recorded and reported on the pay stubs. Compensatory time shall only be paid out pursuant to Section 9.6.

Shift employees accrue annual Kelly Day leave bi-weekly at a rate equivalent to 1/26 of their annual accrual allowance, except that annual Kelly Day leave shall not accrue if the employee is off in a

non-pay status. Each bargaining unit employee shall be granted eleven (11) Kelly Days (264 hours) per year which shall be scheduled in accordance with Article IX. The banking or carry over of these Kelly Days from one vacation year (April 1 through March 31) to the next year will not be permitted.

Upon the use of a Kelly Day, twenty-four (24) hours will be deducted from the Kelly Day accrual. The use of a Kelly Day shall also reduce accrued compensatory time by up to twenty-four (24) hours, but accrued compensatory time shall never fall below zero hours.

Kelly Days shall be used to the greatest extent possible as compensatory time in lieu of overtime which might accrue by reason of the work schedule agreed upon hereto.

The current procedure being utilized in the Fire Department covering the duty day, workdays, lunch breaks, etc., shall remain in effect for the term of this Agreement. The workday shall be those hours between 0645 and 1630 and shall include a one and one-half hour lunch period. Holiday routine shall be maintained on Saturday afternoons, Sundays and holidays. The parties understand and agree that employees may be required to perform non-emergency duties during ready time, provided the frequency and duration of such assignments is reasonable. Ready time is defined as the period of duty outside the workday. The parties understand and agree that such work will be completed by 2100 hours. No adjustment in ready time will be made for the following: (1) non-emergency assignments which occur after 1630 and before 2100 that are completed in one hour or less and (2) temporary reassignment to another station due to the assignment of personnel in that station. If, in any calendar year, the fire fighters on each shift of a Company are required to perform, between the hours of 1630 and 2100, non-emergency assignments that require more than one hour to complete, the fire fighters shall be compensated on an hour-for-hour basis with ready time during the workday.

An employee whose normal workday extends from one (1) calendar day into another (for example, from Saturday into Sunday or from the day before a holiday into a holiday) shall be considered as working all hours on the calendar day on which he/she started to work.

Section 8.3. Overtime and Call-Back Pay.

In the case of time actually worked in excess of the normal duty day, employees shall be paid overtime at the rate of one and one-half (1 1/2) times their hourly rate as computed by dividing the employee's annual salary, as defined by the Fair Labor Standards Act, by two thousand eighty (2,080) hours. In the case of call-back due to fires, emergencies or other departmental requirements, employees shall be guaranteed a minimum of two (2) hours work, or pay in lieu of work, at the above specified rate of pay. If employees are approved by the Fire Chief or designee to attend a department or city-sponsored meeting, class or appointment that is planned in advance, they shall be paid hour-for-hour at the above specified rate of pay and in accordance with Section 20.3.

Overtime shall be distributed among all Union employees in an equitable manner on the principle that, within the limitations provided herein, the last person to work or refuse overtime would be the last person to whom that overtime would be offered. The offering of overtime and call back of employees

shall not be limited by rank or pay grade. The City shall establish an overtime roster of all personnel for each shift, which shall be based upon contact dates and up dated with each use by noting the date and time of each contact and attempted contact and the hours worked. Employees shall be offered overtime and call-back based upon their position on the overtime roster unless all company officers assigned to work are, in fact, working, whereupon company officers on the overtime roster shall be passed; company officers passed for this reason shall not lose their place on the roster for the next overtime or call-back situation. An employee that has entered into a trade that would cause the employee to work 72 consecutive hours or more, shall also be passed and not lose their place on the roster for the next overtime or callback situation. To the extent possible overtime and call-back should be scheduled as soon as the need for same is known or should have been known in order that employees can be contacted while at work. In the event that multiple overtime events should occur, the overtime choices will be offered to the person positioned at the top of the list. That employee will have the choice to accept or refuse, with the remaining overtime choices to be offered to the next person down the list until all of the events are resolved. Once overtime of twelve hours or more has been accepted, an employee will not be able to change his/her choice. An employee who accepts twelve (12) hours or more of overtime shall be moved to the bottom of the roster. An employee who refuses overtime shall be moved to the bottom of the roster. An employee who accepts less than twelve (12) hours of overtime shall not lose his position on the list until he accumulates more than twelve (12) hours of overtime, at which time that employee shall then be moved to the bottom of the roster; mandatory overtime and mandatory call-back shall be included in the aforesaid accumulation. Employees going on scheduled time-off shall be eligible for voluntary call-back but shall not lose their position on the roster if they refuse. Employees on paid leave (vacation day, Kelly day, compensatory time) are eligible for voluntary call back, but shall not lose their position on the roster if they refuse. If an employee cannot be contacted, that employee will maintain his position on the roster. In the event of a shift change, contact dates shall determine placement on the revised roster; in the event of same day contact and/or work, seniority shall prevail.

The City shall establish a separate overtime roster for each shift for EMS coverage of special events which shall be based upon contact dates and updated with each use by noting the date and time of each contact and attempted contact and the hours worked. All employees will have the option to have their name added or deleted from this list. In the event that an employee who is not currently on the list chooses to have their name added, that person will be added to the bottom of the list for the appropriate shift upon written notification of the Fire Chief. Employees shall be offered overtime and call-back based upon their position on the overtime roster. To the extent possible overtime and call-back should be scheduled as soon as the need for same is known or should have been known in order that employees can be contacted while at work. In the event that multiple overtime events should occur, the overtime choices will be offered to the person positioned at the top of the list. That employee will have the choice to accept or refuse, with the remaining overtime choices to be offered to the next person down the list until all of the events are resolved. An employee who accepts six (6) hours or more of overtime shall be moved

to the bottom of the roster. An employee who refuses overtime shall be moved to the bottom of the roster. An employee who accepts less than six (6) hours of overtime shall not lose his position on the list until he accumulates more than six (6) hours of overtime, at which time that employee shall then be moved to the bottom of the roster. Employees going on scheduled time-off shall be eligible for voluntary call-back but shall not lose their position on the roster if they refuse. Employees on paid leave (vacation day, Kelly day, compensatory time) are not eligible for voluntary call back. If an employee cannot be contacted, that employee will then move to the bottom of the roster. In the event of a shift change, contact dates shall determine placement on the revised roster; in the event of same day contact and/or work, seniority shall prevail.

Before mandatory overtime can be invoked, the City shall make a reasonable effort to contact as many employees as possible; reasonableness shall be determined by the time available to fill the vacancy. Activities such as extra-alarm fires or the unanticipated need for special services are not subject to the rotation requirements of this Section; the roster shall not be utilized in such circumstances. The anticipated need for special services and/or special events shall be subject to the rotation requirements.

Employees returning to the station after their normal duty day has been completed shall be permitted up to thirty (30) minutes for completing paperwork and for personal clean-up time. Payment for such shall be at the applicable overtime rate.

Section 8.4. Court Time.

If as the result of the performance of his duties on behalf of the City, an employee is subpoenaed as a witness to appear or notified by the court to appear in a court or court-related proceeding on his scheduled day off, the City will pay the employee a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) times his hourly rate of pay, as computed in Section 8.3 above, for all time spent in court. The employee shall be permitted to retain any fees or expenses paid to him for testifying.

Court time shall be paid exclusively as provided above, and no prior provisions in this Article shall apply to court time. Court time paid as provided shall not count toward the computation of overtime, nor shall it be considered as time worked or paid for within the meaning of any other provision of this Agreement.

It is agreed that employees have a responsibility to respond to a subpoena when properly issued and served by a court of law. The City and the Union agree that, whenever reasonably possible, subpoenas should be served at least twenty-four (24) hours prior to the appointed court time.

Section 8.5. Study Time.

Friday afternoons shall be considered as study time for each member of the Association and during this time individuals will remain in their assigned stations and shall be involved in the training and study programs as defined by the department. During this period, employees may, however, be temporarily moved to stations other than their own for coordinated, classroom-type training. It is understood that emergency work will be performed as needed, i.e., equipment breakdowns, station emergency repairs, special administrative requests that cannot be postponed.

Section 8.6. No Pyramiding.

Compensation shall not be paid to an employee more than once for the same hours under any provision(s) of this Agreement. So there is no misunderstanding, an employee who attends court during his normal duty hours shall not also receive overtime pay for those hours spent at court pursuant to the specific provision of this Agreement dealing with overtime for court appearances. Further, an employee who works overtime on a paid holiday shall be paid both overtime and holiday pay.

Section 8.7. Scheduling of Manpower.

For purposes of effectively scheduling its manpower, the City will provide for the assignment of no less than three (3) employees to each in-service aerial and pumper unit. It is understood, however, that emergency situations and unexpected absenteeism, may require the service of the unit on a temporary basis with fewer staff than those provided for scheduling purposes and that the City shall take prompt action to return that unit to its minimum manpower requirement.

ARTICLE IX

Paid Time Off

Section 9.1. Annual Leave Entitlement.

Employees shall be entitled to annual leave with pay as follows:

- (1) During the first year of employment, forty-eight (48) hours per year (one [1] week or two [2] duty days per year), accrued on a bi-weekly basis. Said employees cannot access leave hours not accrued. Accrued hours are those listed on the employee's preceding payroll check;
- (2) Commencing with the second year of employment, and up to and including five (5) years of employment, one hundred twenty (120) hours per year (two [2] weeks or five [5] duty days per year), accrued on a bi-weekly basis;
- (3) After the completion of five (5) years of employment, and up to and including twelve (12) years of employment, one hundred sixty eight (168) hours per year (three [3] weeks or seven [7] duty days per year), accrued on a bi-weekly basis;

- (4) After the completion of twelve (12) years of employment, and up to and including twenty (20) years of employment, two hundred forty (240) hours per year (four [4] weeks or ten [10] duty days per year), accrued on a bi-weekly basis;
- (5) After the completion of twenty (20) years of employment, up to and including twenty-five (25) years of employment, two hundred eighty-eight (288) hours per year (five [5] weeks or twelve [12] duty days per year), accrued on a bi-weekly basis;
- (6) After the completion of twenty-five (25) years of employment, three hundred sixty (360) hours per year (six (6) weeks or fifteen (15) duty days per year), accrued on a bi-weekly basis.

If, for more than ninety (90) consecutive calendar days, an employee is on paid leave other than leave for an on-the-job injury, then vacation accrual shall cease on the 91st consecutive day of such paid leave and shall resume when the employee returns to active duty.

Section 9.2. Annual Leave Accumulation.

The annual leave for each employee shall be the twelve (12) month period following the anniversary date of employment of the employee. During a transition year (i.e., a year during which an employee's anniversary will cause an increase in vacation), an employee will begin accruing at a higher rate on the first day of April prior to such anniversary. Annual leave, which is not used during the annual leave year, shall accumulate for use in succeeding years, but shall not exceed three hundred sixty (360) hours on April 1 of every year. Pay for accumulated leave upon termination, retirement or death shall not exceed a total of three hundred sixty (360) hours.

Accumulated Annual Leave will remain in the employee's credit up to the maximum or subsequently reduced by the use of annual leave in excess of the employee's accrued leave during any annual leave year. The scheduling of accumulated annual leave time shall be at the discretion of the Fire Chief.

Section 9.3. Holidays.

- (a) The following shall be considered paid holidays for bargaining unit employees:

New Year's Day	Labor Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving Day
Easter	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	

- (b) When a holiday falls on an employee's regularly scheduled workday, which the employee in fact works, that employee shall be paid twenty-four (24) hours at his/her regular rate of pay and twelve (12) hours at one-half of his/her regular rate of pay and for holiday pay. For any employee who works outside of his/her regularly scheduled workday or accumulates any hours on the holidays outlined in Section 9.3, that employee shall also be entitled to the holiday pay provision at a rate of a quarter of an hour per hour worked. Time worked shall be rounded to the nearest quarter hour.

Section 9.4. Scheduling-Leave/Kelly Days/Holidays.

Annual leave and Kelly Days and previously banked holidays (paid time off) shall normally be scheduled at the same time (normally prior to March 1). Employees shall be allowed to select such paid time off as follows:

(a) Vacation:

Employees shall be granted preference by straight shift seniority and there shall be no restrictions on said selections other than those specified herein. All entitled days shall be selected or banked at one time. Vacation previously banked or days which an employee wishes to bank shall be taken or banked respectively at the time of the vacation pick. An employee may bank a previously scheduled vacation day. A Kelly day cannot replace a vacation day which has been banked.

(b) Kelly Days:

Employees shall be granted preference as to the scheduling of Kelly Days on the straight shift seniority basis with no restrictions other than those specified herein. Kelly Days shall be selected on two separate draws after the vacation pick has been concluded; on the first draw, each employee shall select six (6) days and on the second draw the remainder of the days allowed. If, for more than ninety (90) consecutive calendar days, an employee is on paid leave other than leave for an on-the-job injury, then Kelly Day accrual shall cease on the 91st consecutive calendar day of such leave and shall resume when the employee returns to active duty

Scheduling to allow for proper staffing shall allow eight (8) persons off per shift on a year-round basis.

All special requests involving paid time off scheduling shall be by letter to the Chief before shift scheduled picking.

Retiring people by letter of commitment shall be held outside of vacation draw.

After the paid time off schedule is completed, individuals may use banked days or change their scheduled paid time off subject to the approval process established by the Fire Chief. Employees who

have banked paid time off shall be allowed to retain such banked time. Any previously banked holidays shall be selected during the first Kelly Day draw.

Section 9.5. Taking Annual Leave Time Off.

Annual Leave and Kelly Day time off may be combined, if pick permits are available. Any requests for change involving the paid time off schedule shall be completed at least 64 hours (1445 hours) prior to the beginning of the scheduled shift.

Section 9.6. Leave/Holidays/Kelly Days-Separation.

Pay for accrued annual leave, previously banked holiday, compensatory time and the balance of any remaining Kelly Day entitlement not taken shall be granted to each employee upon termination, layoff, retirement or death of an employee. It is the intent of the parties that Kelly Days shall be utilized to reduce accrued compensatory time as set forth in Section 8.2.

An employee eligible to receive such pay on separation as provided above shall be paid at his hourly rate at the time of separation in a one-time, lump sum payment.

ARTICLE X

Sick Leave

Section 10.1. Sick Leave.

Bargaining unit employees shall be entitled to sick leave with pay for absence due to the following conditions:

- (a) Incapacitation for duty because of sickness, injury or pregnancy.
- (b) Absence for physical, dental or optical examination or treatment. Employees shall not abuse this privilege.
- (c) Affliction of a member of the immediate family with a contagious disease when the presence of an employee at his place of duty would jeopardize fellow employees. A contagious disease is defined as a disease subject to quarantine or requiring isolation or restriction of movement of the patient by health authorities.
- (d) Attendance upon a member of the employee's immediate family who is seriously ill and requires the care and attention of such employee. Immediate family is defined as husband, wife, mother, father, sister, brother, son or daughter.
- (e) No person shall be entitled to sick leave with pay while absent from duty on account of disability resulting from any sickness or injury purposely inflicted or caused by willful misconduct.
- (f) No person shall be permitted to convert excused leave of absence or annual leave into sick leave by reason of illness or injury which occurs during such leave of absence or

annual leave; however, if such illness or injury should persist beyond the termination of the leave of absence or annual leave, sick leave may be taken, if otherwise permitted, at that time.

- (g) No employee shall be permitted to work at secondary employment when on sick leave and utilizing sick leave from the City or is unable to work as a result of a work-related illness or injury without written approval of the Chief , which approval shall not be unreasonably denied.
- (h) With the approval of the Fire Chief, an employee may use sick leave to extend bereavement leave when necessary.

Section 10.2. Substantiation of Sick Leave.

Sick leave must be supported by a doctor's statement as provided in this section. In the event of suspected abuse, the City may, at any time, require the employee to obtain a doctor's statement at City expense from the City physician or other physician designated by the City and/or require the employee to provide a doctor's statement at the employee's expense in the case of any or all future absences where sick leave is claimed. No doctor's statement shall be required in the following instances:

- (a) an employee takes 24 consecutive hours of sick leave for six (6) occasions per year,
- (b) if the employee becomes injured or ill on the job and is required to leave for the balance of the shift, or
- (c) if an illness or injury occurs during the balance of the employee's shift and extends to the employee's next duty day.

In the event that the City chooses to require that the employee obtain a doctor's statement from the City physician in accordance with the above provision, the employee shall be notified immediately and arrangements shall be made for the employee to be examined by the City physician or his designee on the first day that the abuse is suspected.

In addition, prior to requiring an employee to justify his use of sick leave by obtaining a doctor's statement for any future absences, the employee shall be notified in writing of the reasons supporting such action and shall be permitted an opportunity to explain his use of sick leave at a conference scheduled at the mutual convenience of all parties. The employee shall be allowed Union representation during such conference if he so desires. It is understood that, if as a result of investigation, actual abuse of sick leave is discovered the City retains the right to impose appropriate discipline upon the employee, subject to the employee's rights in the grievance procedure or before the Civil Service Commission.

Section 10.3. Accumulation of Sick Leave.

Commencing with the first month of employment, bargaining unit employees will accumulate sick leave at the rate of fourteen (14) hours per month for a maximum of one hundred sixty-eight (168) hours per year; the equivalent of seven (7) twenty-four (24) hour duty days. Sick leave will be allowed to accumulate without limit except payout shall be limited as provided in Section 10.4.

If as a result of extended illness or injury, that is not work related, an employee has used all of his accrued sick leave, holidays, vacation and compensatory time, that employee may, with the approval of the Fire Chief, borrow against future time. The maximum amount available under this provision is seventy-five percent (75%) of the annual accumulation. In determining the eligibility of an individual for sick leave advancement, the Fire Chief shall consider seniority, nature and extent of illness or injury, employment record and the probability of the individual returning to active service. Upon his return to work, the employee's accrual of leave will offset the borrowed amount. Probationary employees shall not be eligible for this borrowing benefit.

If an employee is on extended sick leave, the employee must obtain a release from his physician and/or a physician of the City's choice prior to returning to work. If the two physicians are in dispute the City will pay for a third medical opinion from a mutually agreed to physician, the third medical opinion is not binding on either party.

Section 10.4. Pay for Accumulated Sick Leave.

Sick Leave shall automatically terminate upon termination of employment. Upon retirement in accordance with the terms of the applicable retirement system, layoff, termination (except for cause) or upon the death of an employee, the employee, his heirs or his next of kin respectively shall receive payment for accumulated sick leave calculated as follows: Total accumulated sick leave (maximum of 3696 hours) minus seven hundred twenty (720) hours times 75% computed at the employee's then current hourly rate of pay. An employee who is laid off shall have the option of leaving his sick leave in his sick leave bank as long as he retains recall rights under civil service law. Employees hired on or after July 1, 1988, shall not be eligible for this benefit.

An employee eligible to receive pay for accumulated sick leave as provided above shall be paid at his hourly rate at the time of separation in a one-time, lump sum payment.

Section 10.5. Sick Leave/Compensation for Non-Use.

Employees using 48 hours or less of sick leave during a calendar year will earn 24 hours of vacation leave to be placed in their leave bank to be scheduled pursuant to Section 9.4 (a) of the contract. To qualify for the benefit, employees must have been in the employ of the City for the entire calendar year.

Section 10.6. Light Duty Assignments.

If an employee suffers an on-the-job injury which is compensable under the provisions of Iowa Code Chapter 411, the employee will report for and perform a light duty assignment to the extent that the Department determines that light duty work is available and suitable given the injury suffered by the employee. The Department's determination regarding the suitability of light duty assignments will be based upon a certification by a City-selected physician, or the employee's physician, of the employee's injury and the extent of the employee's work limitations. If there is a dispute between the City-selected physician and the employee's physician regarding this determination, the matter will be referred to a third physician who is mutually selected by the employee and the City. This third medical opinion will be binding on the employee and the City. The City will pay for this third medical opinion.

If employee suffers an off-the-job injury or illness, light duty assignment shall be made available on a voluntary basis. The Fire Chief has the discretion to provide a light duty assignment to an employee suffering off-duty-injury or illness. Priority for light duty assignments shall go to employees with on-the-job injury or illness.

ARTICLE XI

Leaves of Absence

Section 11.1. Excused Leave.

Employees covered by this Agreement may request leaves of absence (excused leave without pay) in accordance with the City Administrative Policy dated May 1996 and appended to this Agreement as Appendix D, and such provisions of this Agreement as may specifically provide for leaves of absence without pay. Leaves of absence shall not be granted or used for the purpose of accepting or performing remunerative employment elsewhere.

Section 11.2. Military Leave.

Military leave and pay shall be granted and administered in accordance with applicable federal and state law.

Section 11.3. Leave to Vote.

Employees shall be allowed, without loss of pay, such time as necessary to vote on each election day in accordance with Departmental Rules and Regulations. It is understood that elections encompass City, County, State and National elections in addition to School Board referendums, special elections, etc.

Employees required to remain on duty at the end of their shift in order to meet staffing requirements shall be entitled to overtime pay for such time.

Section 11.4. Bereavement Leave.

In case of death in the immediate family of an employee, the employee shall be granted a leave of absence with pay by the Fire Chief of one (1) duty day, to make arrangements for or attend the funeral or visitation. For purposes of this article, immediate family is defined as spouse, parents, step-parents, children, step-children, legal ward, brother or step-brother, sister or step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents of spouse, grandchild, brother-in-law, sister-in-law, or a resident family member of the employee's immediate household. Additions to the above list or an extension of one (1) duty day of bereavement leave may be granted at the discretion of the Fire Chief, which permission shall not be unreasonably withheld. If extenuating circumstances require an absence beyond the authorized bereavement leave, additional time off may be granted at the discretion of the Fire Chief and will be charged against the employee's sick leave. In interpreting this provision, the term "parents" shall include, in addition to natural parents, other family members who may have had an in loco parentis relationship with the employee. In the event of a dispute concerning bereavement leave or an extension thereto, an employee shall be allowed to take the disputed time, as sick leave and the dispute will be resolved through the grievance procedure. Every effort will be made to resolve the denial as expeditiously as possible.

In the event that an employee is notified of a death in the immediate family while on duty, the employee shall be released from duty for the balance of his/her shift, without loss of pay, as soon as practicable after such notification. Release from duty for the balance of the shift under this provision shall be in addition to the duty day specified above, but may be considered by the Fire Chief in determining whether an extension of bereavement leave is necessary or appropriate in individual circumstances.

Section 11.5. Maternity Leave.

Maternity leave and pay shall be granted in accordance with applicable Federal and State law and the provisions of this section.

- (a) Female personnel shall not be arbitrarily forced to stop work because of pregnancy and shall be given the opportunity to accept other appropriate duty in the Department until such time that she is required to cease work for the welfare of her and/or her child and maternity leave shall commence at such time.
- (b) Duty uniforms will not be required when and if the employee avails herself of (a) above.
- (c) When maternity leave commences, such leave shall be administered as any other disability.
- (d) Leaves granted under this section will count toward an employee's total eligibility for a leave under the Family and Medical Leave Act.

Section 11.6. Jury Leave.

A full-time employee who is required to serve on a jury during his regular scheduled work hours shall be paid the difference between the jury fees and allowances and his regular base rate of pay for all regularly scheduled hours of work missed because of jury duty. If the trial that the employee is chosen to serve on is set for longer than three (3) calendar days, then the employee shall not be required to return to work after the court day is concluded until the time that a verdict is selected.

Section 11.7. Conditions-Granting of Excused Leaves.

Leaves of absences may be granted for the purposes and under the conditions set forth in the City Administrative Policies. Otherwise, the granting or denying of leaves of absence shall be within the discretion of the Fire Chief or his representative, so long as that discretion is exercised in a manner consistent with the Administrative Policies and not arbitrarily, capriciously or discriminatorily denied.

ARTICLE XII

Trading Time and Transfers

Section 12.1. Trading Time.

Upon receiving permission as specified in this Section, any two (2) employees of the Fire Department shall be permitted to exchange tours of duty, hours, or days off. Employees shall be permitted an unlimited number of trades, with each such trade limited to a maximum of five (5) calendar days. Other than in an emergency or for a trade of less than twenty-four (24) hours, any request for trading time must be made in advance of the proposed trade. All three (3) and five (5) day trade requests shall be completed at least 64 hours (1445 hours) prior to the beginning of the shift being traded. In no event shall trade time be treated as overtime for either employee engaged in the trade. Though trades will not be restricted to employees of equal rank, trades outside of the rank require the approval of the appropriate Chief Officer.

All trades shall be subject to the permission and/or approval of the District Chief. Except trades affecting annual leave, holiday, Kelly Days must be in writing to the Fire Chief or designee, and will require permission and/or approval of the Fire Chief or designee. Permission and/or approval shall not be unreasonably withheld.

Section 12.2. Transfer Requests.

An employee seeking a transfer to another station or shift shall file a transfer request with the Fire Chief. Such request shall be in writing, and shall specify the station and/or shift to which the transfer is requested including the employee's reason for the request. Requests shall be given due consideration in filling vacancies and shall not be unreasonably denied, subject to the City's right to assign personnel. Employees granted a voluntary transfer shall not be entitled to overtime that may incur as a result of the transfer.

Section 12.3. Transfers.

Work schedules shall be established and posted a minimum of seven (7) days prior to their effective date. Said schedule shall be posted in writing, and may be changed only with forty-eight (48) hour notice unless the employees involved agree to the change voluntarily.

Whenever additional personnel are required necessitating a work schedule change for which the forty-eight (48) hour notice cannot be given, employees shall be paid at the rate of time and one-half for hours worked outside their previously scheduled work day. Employees on paid leave shall be personally notified of any transfers in which they are involved. The provisions of this Agreement notwithstanding, the ruling of the arbitrator in Arbitration 80-GA-91, between the parties shall continue in full force and effect, with premium pay to be paid as indicated therein.

A shift vacancy shall be posted for seventy-two hours in order that employees may request transfer to fill the posted vacancy and any other vacancies which might arise as a result thereof. To the extent possible, anticipated vacancies and transfers which the City will be initiating shall also be posted as soon as same become known; employees may submit requests which address any such vacancies or transfers. Employees holding the classification may request a lateral transfer to the vacancy. Seniority on the job and qualifications shall be the determining factor in filling the opening. In the event that the qualifications are equal, seniority shall be the determining factor in filling the vacancy.

If the transfer is initiated by the City instead of the employee, excluding transfers subsequent to the employee's promotion, the City shall make a reasonable effort to accommodate the employee's request for time off comparable to that already scheduled.

If the employee does not agree with the accommodation proposed by the City, the matter will be referred to the Labor-Management Committee and the grievance procedure timelines contained in this agreement will be temporarily suspended until the completion of the Labor-Management Committee meeting.

ARTICLE XIII

Promotional Examinations

Section 13.1. General.

The City and the Union both recognize the necessity of full compliance with the appropriate sections of the Civil Service Law governing promotional examinations and promotions. To that end, the parties hereby agree to work in full cooperation with each other and with the Davenport Civil Service Commission to assure strict adherence to the letter and spirit of the Civil Service Law (Chapter 400, Iowa Code). Specifically, the City agrees to work expeditiously with the Davenport Civil Service Commission to assure that promotional examinations are conducted at the time and in the manner specified by law and that qualified applicants for promotion are promptly certified and promoted in accordance with the guidelines set forth in the Civil Service Law. In the event that a vacancy cannot be filled within twenty work days due to the absence of a certified list or the failure to promote from a certified list, the employee who has been filling that vacancy pursuant to Section 16.3 of this agreement shall be paid as set forth in that section.

Section 13.2. Notice of Examinations.

The City and the Union agree to work with the Civil Service Commission and otherwise to take such steps as are required to assure that adequate and timely notice, of all written and oral promotional examinations, is given to employees in order to give such employees the opportunity to prepare for such examinations.

Section 13.3. Conduct of Examinations.

The City shall notify Union employees in writing sixty (60) days prior to any promotional examinations of the following:

- (a) The application deadline, which shall be 30 days after the announcement.
- (b) The date, time, place, general format and length of the examination.
- (c) The positions for which examinations are being given.
- (d) A statement of the areas to be covered by each examination, including appropriate references to materials available at station libraries on which examination contents are based;
- (e) Within reason, the City shall furnish required examination references to each eligible candidate upon request to the Human Resources Department. Such candidates will be required to return to the examination references reasonably similar to the condition in which they were provided or reimburse the City for the cost to replace the examination references;

- (f) When testing includes both written and oral assessment examinations, employees will be informed of the percentage assigned the varied portions prior to the examination. To the extent reasonably possible, the content of examinations shall be varied to avoid duplication with prior examinations, shall be limited to material relevant to the fire service of the City of Davenport and shall include but not be limited to nationally accepted standards.
- (g) To assist employees in self-improvement, the Human Resources Department will review the results of promotional examinations with an employee(s) requesting same. Any examination review requests shall be submitted to the Human Resources Department and will be conducted in accordance with Civil Service Commission Rules and Regulations.

Section 13.4. Evaluation Procedures.

All employees shall be evaluated annually. The annual job performance evaluation is based upon the following principles:

- (a) Evaluations shall be conducted in a fair manner.
- (b) Each employee shall receive a copy of his complete evaluation, including all comments made by all of the evaluators.
- (c) Any employee who disagrees with his evaluation may submit his written objections, which shall be attached to the evaluation report. Whenever said evaluation report is utilized, the employee's objections shall accompany said report.
- (d) An employee shall have the right to challenge the annual job performance evaluation through the grievance procedure. Evaluations under the current process shall be subject to challenge through the grievance procedure.

ARTICLE XIV

Union Communications and Meetings.

Section 14.1. Bulletin Boards and Equipment.

The City shall permit the Union to use bulletin boards for the posting of notices relating to Union business. Said board shall be located in reasonable proximity to station boards.

Section 14.2. Monthly Meetings.

Upon approval by the Fire Chief, which approval shall not be unnecessarily withheld, the Union President and Secretary-Treasurer, or in their absence the acting President and/or Secretary-Treasurer, shall be allowed time off from duty to conduct regular monthly Union meetings and special meetings at no loss of pay.

On-duty personnel shall be permitted to attend emergency or special meetings on City premises, provided the Union makes a written request to the Fire Chief explaining the necessity for the meeting. Approval of the request shall be at the sole discretion of the Fire Chief.

Section 14.3. Negotiating Time.

Members of the Union's negotiating committee, up to a maximum of five (5) employees, shall suffer no loss of pay for time spent in collective bargaining with the City. Such time, with the approval of the Fire Chief or designated representative, shall include a reasonable period of time before and after collective bargaining sessions, consistent with the practice established during previous negotiations between the City and the Union. In the event that a collective bargaining session concludes after seven (7) hours or more of actual bargaining during a duty day, members of the Union negotiating committee who are scheduled for duty may be released from work for the balance of their shift at the discretion of the Fire Chief or his designated representative.

Section 14.4. Employer-Called Meetings.

Employees required to attend employee meetings called by the Fire Chief, his representative, or by the City shall be paid in accordance with their appropriate overtime rate. It is expressly understood between the parties that this Section does not apply to grievance and/or arbitration meetings.

Section 14.5. Conventions.

Upon approval by the Fire Chief, which approval shall not be unreasonably withheld, officers or members of the Union designated by the Union shall be allowed to leave from duty without loss of pay to attend the following conventions:

- (a) Iowa Association of Professional Firefighters Convention (annual -- four (4) delegates).
- (b) International Association of Firefighters Convention (biennial -- two (2) delegates).
- (c) The State Union Official shall suffer no loss of pay for attendance at the State Convention and Executive Board Meetings.

Section 14.6. Use of City Facilities by Union.

Upon reasonable notice, the City shall permit the Union to hold special or emergency meetings (for off-duty employees) on suitable City premises.

Section 14.7. Unit Leave.

Employees who are elected or appointed to a State or National Office shall be entitled to a leave of absence for the term of office, not to exceed the leave provided by state law. Leaves under this Section will be consistent with Section 11.1 of this agreement and applicable pension rules and regulations.

Section 14.8. New Employee Union Orientation.

The Union shall have the right to have a representative make a presentation to new employees during recruit training. The orientation shall not exceed one hour in length. The Union's representative will work with the chief or his/her designee to schedule a time to give the orientation.

ARTICLE XV

Safety and Health

Section 15.1. General.

It is the desire of the City and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accident, death, injury and illness in the fire service. Accordingly, the City will continue to make reasonable provisions for maintaining all areas and equipment of the Davenport Fire Department in a clean, healthy and safe condition.

Section 15.2. Unsafe Conditions.

Employees shall not be required to work in any area or operate any equipment including motor vehicles or vessels which are not in safe condition, not properly staffed or not equipped with safety appliances prescribed by law or by the Safety Committee as approved by the City.

The City and the Union agree that because of the nature of a firefighter's responsibilities, they may be required to be present at a situation that is potentially violent, inasmuch as it concerns emergency medical service care. The City agrees that when sufficient knowledge of potential difficulties are known, all reasonable efforts will be made to provide police protection prior to the arrival of the Fire Department.

This section shall not be in conflict with Section 8.7 of the Agreement.

Section 15.3. Safety Committee.

A cooperative Occupational Safety and Health Committee shall be established to consist of not more than three (3) representatives from management and three (3) representatives from the Union. The Committee shall select from its membership a Chairman whose term shall be twelve (12) months.

The Committee shall meet on a quarterly basis unless an emergency situation would necessitate an additional meeting(s). The Chairman of the Committee may call a special meeting upon receiving prior approval of the Fire Chief, and with proper notice to all Committee members to the extent as is

reasonably possible. The Chairman shall ensure that Committee meetings take place when the majority of the Committee members are on duty. The Committee shall have jurisdiction to consider areas including, but not limited to the following:

- (a) Hazardous physical conditions;
- (b) Unsafe work methods, practices or procedures;
- (c) Changes in or additions to protective equipment;
- (d) Improvements in training procedures in safety and health related areas.
- (e) Changes in method, content or frequency of conducting safety inspections or making investigations of accidents, injuries or death.

Section 15.4. Committee Recommendations.

To ensure that reasonable safety and health matters are brought to the attention of the City, and/or are resolved, the Committee Chairman shall submit written minutes of each Safety Committee meeting and request for action to the Fire Chief and to the individual designated as City Safety Officer. Requests for investigation, consideration or action will not be arbitrarily denied and Committee members may attach their own opinions or suggestions to the Chairman's report. Should such requests be denied, a written notice including the reason for denial shall be provided to the Committee.

Safety Committee minutes, recommendations and fire administration responses shall be made available to employees.

Section 15.5. Accident Review.

The members of the Joint Occupational Safety and Health Committee shall also review all reported incidents involving on-duty injury to the personnel or equipment of the Fire Department. Union Employees must cooperate when requested to provide the Committee with an explanation of that portion of their conduct or other employee's conduct relevant to the proceedings. The Committee shall report its findings and recommendations to the Chief of the Davenport Fire Department as provided in Section 15.4 above.

Section 15.6. Airpack Face Pieces.

The City shall provide personal airpack face pieces to Union employees, including prescription airpack face pieces for those employees who require prescription lenses. If there has been damage incurred in the line of duty, or upon showing of need (wear, change of prescription), the City will issue an employee another airpack face piece and/or prescription airpack face piece. Upon termination of employment, the employee shall return the airpack face piece.

Section 15.7. Physical Fitness Program.

Annually, all employees will be required to participate in all steps of the program, as allowed by the testing physician, and will receive a \$500 incentive when all steps are completed. In addition, employees will receive an incentive of eight hundred fifty dollars (\$850.00) for passing all phases of the Fitness Standard portion of the program.

ARTICLE XVI

Salaries and Benefits

Section 16.1. Salaries.

All Bargaining Unit employees shall be paid an annual salary in accordance with the salary schedules attached hereto as Appendix A and made a part of this Agreement, with the wages reflecting the following:

Effective Date	Percentage
07/01/2023	3.5%
07/01/2024	3.5%
07/01/2025	3.5%
07/01/2026	3.5%

Section 16.2. Promotions.

If an employee is promoted to a higher position in the bargaining unit, the employee shall begin receiving, upon the effective date of promotion, a seven percent (7%) increase to his current salary as set forth in Appendix A-1 for such higher ranking position. The promoted employee shall be placed at the step that provides a seven percent (7%) increase to his current salary, and said step shall not be less than a seven percent (7%) increase to his current salary.

The City will fill permanent vacancies as soon as possible subject to the availability of qualified individuals, and applicable Civil Service rules.

Section 16.3. Temporary Appointment/Out-of-Rank Pay.

Any employee temporarily filling a vacancy or assuming the responsibilities in a position of higher grade shall receive the salary rate paid for the next higher grade, providing such employee temporarily fills the vacancy for a full 24-hour shift. Vacancies created due to on the job injuries shall be included. Employees absent from duty due to sickness, annual leave, holiday leave, or Kelly days, shall not be paid the increased rate for such days.

Senior Lieutenants shall be afforded the opportunity to temporarily fill for a Captain's position at those times when the Captain is unavailable for more than two (2) consecutive 24-hour shifts (more than 48 consecutive hours). Should the Senior Lieutenant so temporarily fill the Captain's position, the Engineer of that Captain's Company and Shift shall assume that Lieutenant's position. Engineers may fill Lieutenant's vacancies and privates may fill Engineer's vacancies provided they are qualified. It is understood that out-of- rank pay shall continue during trading of time.

Section 16.4. Step Increases.

Effective July 1, 2023, longevity shall be removed from the salary schedule and the current 26-step salary schedule shall be maintained, as shown in Appendix A. Step increases shall be awarded to employees annually on January 1, excluding probationary employees. Probationary employees shall be eligible for a step increase upon successful completion of their probationary period and then shall be eligible for annual step increases on January 1 thereafter, in accordance with this Section.

Section 16.5. Food Allowance.

In consideration of the duty schedules for Union employees, each employee shall receive an annual food allowance of nine hundred dollars (\$900.00). Said allowance shall be payable in two (2) installments of four hundred fifty dollars (\$450.00) each. Food allowance shall be paid the second payroll cycle in July and January.

Section 16.6. Uniform Allowance.

Every employee required by the City to wear a uniform shall be entitled to an annual Uniform Allowance of nine hundred dollars (\$900.00). Said allowance shall be payable in two (2) installments, one (1) installment shall be four hundred fifty dollars (\$450.00), and the second installment shall be four hundred fifty dollars (\$450.00). Effective July 1, 2024, every employee required by the City to wear a uniform shall be entitled to an annual Uniform Allowance of one thousand dollars (\$1,000.00). Said allowance shall be payable in two (2) installments, one (1) installment shall be five hundred dollars (\$500.00), and the second installment shall be five hundred dollars (\$500.00). Effective July 1, 2026, every employee required by the City to wear a uniform shall be entitled to an annual Uniform Allowance of one thousand one hundred dollars (\$1,100.00). Said allowance shall be payable in two (2) installments, one (1) installment shall be five hundred fifty dollars (\$550.00), and the second installment shall be five hundred fifty dollars (\$550.00). Uniform Allowance payments shall be made the second payroll cycle in July and January.

Required safety and uniform items for any tactical emergency medical services unit member (TEMS) will be identified through a departmental standard operating procedure. A one-time lump-sum additional uniform allowance will be payable to the individual upon commencement of such assignment. In the event that the employee separates from the assignment and is later reassigned to the same role, the employee will be eligible for the allowance so long as the separation was for a period of three (3) or more years. The allowance amount for TEMS unit members shall be one thousand one hundred dollars (\$1,100.00).

It is understood that the City and the Union are engaged in continuing consultations in regard to the nature and composition of the uniform required to be worn by firefighters. If an agreement is reached involving a change in or modification of the uniform and necessitating uniform purchases by employees in excess of those required for the normal care and maintenance of the uniform, and if such agreement is

reached prior to the time that the January installment of the Uniform Allowance is due to be paid, such installment shall be accelerated and paid to eligible employees as soon after said agreement as reasonably possible.

It is understood that the current procedure of providing certain clothing and/or gear to employees at no cost shall be continued for the term of this Agreement. Such items include brass, name tags, gloves, flashlights, and turn-out gear (helmets, coats, bunker pants and suspenders, boots, hood and airpack facepieces). The City shall continue to repair and/or replace such gear as necessary in a timely fashion.

The City and the Union agree that due to the nature of a firefighter's varied responsibilities, otherwise serviceable equipment purchased by the individual firefighters may become unusable because of contamination or unexpected damage outside of what is considered damage that is inherent to normal duties. Such equipment shall be repaired or replaced with comparable equipment by the City upon prompt reporting to the Fire Chief of the damage incurred. Any changes to the uniform will be decided by a joint union/management team. The first issue of any mandatory changes made by administration to the required uniform shall be provided by the City on terms that are negotiated by the City and the Association.

Section 16.7. Allowance for Personal Items.

In the event of the loss or destruction of, or damage to, an employee's watches, glasses, dentures or hearing aids in the performance of required duties, an employee shall be reimbursed for the costs of repair or replacement of the item (but not to exceed reasonable and customary rates of repair, or a reasonable amount necessary for replacement with an item of like or similar kind, quality or cost and the maximum reimbursement for the loss, destruction or repair of a watch shall be seventy-five (\$75) dollars), upon presentation to the Fire Chief of a receipt evidencing such repair or replacement. In order to be eligible for such reimbursement, prompt reporting of the loss to the Fire Chief is required.

Section 16.8. State Driver's License.

The City shall pay the cost to obtain and renew a State Driver's License for all bargaining unit members.

Section 16.9. Incentive.

Each employee who has satisfactorily qualified and is certified shall be compensated according to the following table at the highest rate that he has been certified for.

EMT-D: 2.1% higher than the rate shown in Appendix A for the employee's current rank and step (For employees hired prior to July 1, 2009 only)

EMT-B: 2.1% higher than the rate shown in Appendix A for the employee's current rank and step (For employees hired prior to July 1, 2009 only)

EMT-I: 3.1% higher than the rate shown in Appendix A for the employee's current rank and step

EMT-P: 5.1% higher than the rate shown in Appendix A for the employee's current rank and step

Employees who have obtained the EMT- I (1985 curriculum) certification prior to January 1, 2015 will continue to receive the incentive of 3.1% higher than the rate shown in Appendix A for the employee's current rank and step.

Employees who have obtained the State Paramedic certification prior to January 1, 2015 will continue to receive the incentive of 5.1% higher than the rate shown in Appendix A for the employee's current rank and step.

Section 16.10. Airpack Technicians.

Employees certified as Airpack Technicians shall receive an additional amount equivalent to 0.6% of step 2 of the firefighter hourly rate. All Airpack Technicians certified by the city can be temporarily assigned to the mask repair station. The Fire Chief shall determine the process by which and the employees who shall hold this certification.

Section 16.11. Mechanics and Maintenance.

Employees who are permanently assigned to perform mechanical work on the apparatus or maintenance work on the stations in the Fire Department shall be paid an additional amount equivalent to 1.2% of step 2 of firefighter hourly rate per month and shall be provided with work uniforms. The Department will develop a proficiency test for the assignment to assure the assigned individuals are qualified for the duties associated with the assignment. A newly assigned individual shall not receive the 1.2% until a proficiency test is passed. The test will be provided at the discretion of the Fire Chief; incumbents need not pass this test. An individual who has not passed the proficiency test after three attempts will be subject to reassignment. The assignment of personnel to this responsibility is at the discretion of the Fire Chief.

The City intends to assign company officers (i.e. a Captain and two lieutenants) to perform mechanical work on the apparatus in the Fire Department pursuant to proficiency testing to assure that the assigned individuals are qualified for the duties associated with the assignment. Volunteers will be

sought to fill the positions as vacancies arise. An individual so assigned shall be entitled to remain in that position so long as he/she desires, but is subject to removal for cause. Each such officer shall receive an additional amount equivalent to 2.5% higher than that shown in Appendix A-1 for their rank and longevity and shall receive work uniforms while so assigned. The City also intends to assign company officers to perform station maintenance (i.e. a Captain and two lieutenants) in the same manner.

In the event that no officers pass the proficiency test, an individual in the next lower rank shall be provided the opportunity to take and pass the proficiency test. An employee who passes the test and is assigned to perform the lead work shall receive the 2.5% differential but not the 1.2 % incentive and the officer shall not receive any supplemental pay under this section.

Other employees who are not permanently assigned to perform mechanical or maintenance work, but who do so by reason of their rig assignment shall be provided with a coverall at no charge to the employees.

Section 16.12. Fire Investigation.

The City and the Union acknowledge the necessity for competent investigation of fires of undetermined origin. Union employees certified as qualified fire investigators shall be paid at a rate of three percent (3%) higher than that shown in Appendix A-1 for their rank and longevity. Union employees certified as fire cause specialists by the Fire Chief shall be paid at a rate of one percent (1%) higher than that shown in Appendix A-1 for their rank and longevity.

Section 16.13. HAZMAT.

Employees certified as Hazardous Materials Technicians shall be paid an additional one percent (1%) above the rate shown on the attached wage schedule for his/her rank and longevity. Hazardous Materials Specialists shall be paid an additional two percent (2%) above such rate. The number of employees eligible to hold these certifications shall be determined by the Fire Chief. Employees will be compensated for the highest rate they are certified for. There will be no pyramiding of this incentive.

To be certified as a Hazardous Materials Specialist, the employee must meet the criteria established by a committee comprised of the Fire Chief, Hazardous Materials Officer, and one representative designated by the Union. This committee will review and update such criteria as required.

Section 16.14. Deferred Compensation.

If an employee contributes 1%, the City will contribute to an individual's City's 457 deferred compensation plan 5% of an individual's annual income. The City's 5% contribution will be based on the same calculations currently being used to determine the employee's 1% contribution. The City contribution will be made bi-weekly and reflected on the individual's payroll check. The City contribution shall cease if the individual reaches the maximum contribution allowed by law, is no longer employed by the City, or at any time the individual terminates participation in the City's 457 deferred compensation program. The contribution will be made to one provider selected by the individual and as approved by the City. Should the individual's contributions cease mid-year and a partial payment is required, the individual will make the first 1%, the City the second 5%, and the remaining contribution will be considered the individual's contribution.

Section 16.15. Retirement Health Plan.

Effective January 1, 2007, the City will make available to employees a Retirement Health Savings Plan with terms and conditions equal to those agreed upon between the City and Union representatives on the Insurance Cost Containment Committee. Effective July 1, 2023, the City will contribute to an individual plan 4% of an individual's annual income as defined by all regular and overtime hours worked. Effective July 1, 2025, the City will contribute to an individual plan 5% of an individual's annual income as defined by all regular and overtime hours worked.

Section 16.16. Car Seat Technicians.

Employees certified as car seat safety technicians shall receive an additional amount equivalent to 1.0% of step 2 of the firefighter hourly rate. The City shall pay for the cost of the first certification test. If the employee fails to pass the first certification test, the employee shall pay for the cost of any subsequent certification tests. The number of employees who are assigned as car seat safety technicians shall be determined by mutual agreement of the City and the Association.

ARTICLE XVII
Group Insurance

Section 17.1. Group Insurance.

(a) Health Insurance.

The City shall contribute to the cost of single employee and dependent coverage for the insurance plans provided herein. The employee shall make the following contributions each month based on the table below:

Effective Date	Single	Employee +1	Family
1/1/2023	\$36.14	\$63.25	\$90.37
1/1/2024	\$37.95	\$66.41	\$94.89
1/1/2025	\$37.95	\$66.41	\$94.89
1/1/2026	\$37.95	\$66.41	\$94.89
1/1/2027	\$39.09	\$67.95	\$97.73

Also in accordance with these changes, the City shall provide single employee coverage and dependent coverage for those electing same for outpatient Diagnostic X-Ray and Laboratory (DXL) insurance and prescription insurance. A Directed PPO with a 90/10 co-pay within the PPO and an 70/30 co-pay outside of the PPO.

The health insurance plan shall also include a Three Tier prescription plan. Effective January 1, 2024 and thereafter, the tier prescription copays will be modified to the following: Tier I will remain subject to a five dollar (\$5.00) copay, Tier II will be subject to a twenty dollar (\$20.00) copay, and Tier III will be subject to a forty dollar (\$40.00) copay. An optional mail order plan is available for Prescription maintenance drugs - at 2x monthly copay for a 90-day supply. Additionally, medications identified as preventative care drugs under applicable federal law will be covered at 100% and will require a co-pay of \$0.00.

If an employee audit of a bill identifies an error that would result in an overpayment to a care provider the employee will be paid twenty-five percent of the savings from that transaction.

There will be a fifteen dollar (\$15.00) office copay for chiropractic office visits. This copay will not go towards the out of pocket maximum or deductible. All chiropractic benefits will be paid at 100% after payment of the fifteen dollar (\$15.00) copay and are not subject to the \$1,000 threshold review process.

Deductibles will be \$250 individual and \$500 for family per calendar year.

For in-network claims, the maximum out-of-pocket will be \$1,000 individual and \$2,000 for family per calendar year, and this includes the deductible. For out-of-network claims, the maximum out-of-pocket will be \$2,000 individual and \$4,000 for family per calendar year, and this includes the deductible.

Mental health, substance disorder, and chemical dependency claims for employee plan members and their covered, eligible dependents will be paid 100% and will not apply to the deductible.

Corrective vision surgery will be covered at a 50% co-insurance under the medical insurance plan. Additional details are provided in the Summary Plan Document.

(b) Dental Insurance.

The City will provide single employee coverage and dependent coverage for employees electing the family plan. The plan shall provide one hundred percent (100%) Usual, Customary, and Reasonable (UCR) coverage for checkups and three (3) teeth cleaning per calendar year; eighty percent (80%) UCR coverage for cavity repair, tooth extractions, root canals, fillings, orthodontia, dentures and gum diseases. The plan will specify a maximum deductible of Twenty-five Dollars (\$25.00) for single members, and Seventy-five Dollars (\$75.00) for family units. Effective January 1, 2023, there will be a maximum calendar year benefit of \$3,500, and preventative x-rays and cleanings covered at 100% will not apply to this maximum.

(c) Vision Insurance.

The City will provide single employee coverage and dependent coverage for those electing the family plan for vision insurance. The plan includes an annual vision examination, covered at one hundred percent (100%) UCS, in addition to a maximum calendar year benefit of three hundred fifty dollars (\$350.00) per covered individual to include visual analysis, lenses, contact lenses, frames, or prescription sunglasses, subject to plan allowances.

(d) Insurance Carrier.

The City shall reserve the right to change carriers or to self-insure all or any portion of group insurance benefits as long as the level of benefits remains equal to or better than those currently provided.

(e) Long Term Disability Insurance.

Employees shall be provided long term disability insurance which shall pay 60% of regular gross wages, during a period of continuing disability from work, after an initial elimination period of 90 calendar days. Such insurance is for the purpose of non job-related injuries or illnesses. The City shall provide this disability insurance coverage at no cost to the employee.

(f) Life Insurance.

The City will provide each employee life insurance coverage in the amount one times their base salary. Effective January 1, 2024, the City will provide each employee life insurance coverage in the amount two times their base salary. The City retains the right to self-insure the above life insurance benefit or contract for its provisions.

The City and this Union will jointly investigate cost containment measures regarding the cost of providing group insurance, including costs of medical, dental, vision and prescription services, to each employee in this Union. Both parties recognize that it is in their mutual interests to seek to contain health costs. This Union will appoint one member to participate in a City-wide Insurance Committee charged with the responsibility of reviewing the usage, cost, and benefits provided, along with cost containment alternatives. The City shall review the recommendations and implement those that are administrative in nature. Any other recommendations that are made by the Insurance Committee will be negotiated with this Union; no such recommendations will be implemented regarding Union members without the

agreement of this Union. Changes made shall not breach any of the provisions of this Union's contract language.

Additionally, the Union's appointee will be involved in any RFP reviews for the Directed PPO and Prescription PPO third party administrators.

(g) Other Group Insurance Items.

The benefit period shall be a calendar year. The employer will provide all employees with updated summary plan descriptions on a calendar year basis.

Section 17.2. Claims.

(a) A difference between an employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union unless the City insures all or a portion of the plan involved. An employee may request for a union representative to assist with claims issues.

(b) The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or the Union, nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other Agreement unless the City insures all or a portion of the plan involved. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, employee or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

Section 17.3. Retired Employees.

Employees who retire will be eligible to participate in the retiree health insurance program, excluding life insurance, at their own expense so long as they are enrolled in the City health insurance program on their last day of employment.

Section 17.4. Non-Duplication of Benefits.

(a) In the event any employee or dependent is entitled to benefits under any employee group insurance plan, employer's self-insurance plan, or governmental plan providing benefits similar or identical to the benefits payable under the Group Insurance Plan covered by this Agreement, the benefits that would be payable under this Group Insurance Plan shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this Group Insurance Plan and under any other plan shall not exceed the actual cost charged for the treatment or service. If the said other plan contains a provision for non-duplication of benefits, the plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary.

(b) The benefits provided for under the Group Insurance Plans covered by this Agreement shall be in substitution for any and all other plans providing hospital, medical, surgical, sickness, death,

etc., benefits. It is intended that the benefits provided by the Group Insurance Plan covered by this Agreement shall comply with and be in substitution for any provisions for similar benefits which are provided under any law now in effect or hereafter in effect. If any benefits of a similar nature to those provided in this Agreement are required under any law now in effect or hereafter in effect and the benefits provided by the Group Insurance Plan covered by this Agreement are not considered in substitution therefore, the benefits provided for under the Group Insurance Plan covered by this Agreement shall be reduced by the amount of such benefit provided under such law.

ARTICLE XVIII

Disability and On-the-Job Injuries

Section 18.1. General.

The City shall comply with Chapter 411 of the Iowa State Code, entitled Retirement Systems for Policemen and Firemen.

Section 18.2. Injuries in the Line of Duty.

(a) An employee injured or becoming sick in the line of duty (including smoke or fume inhalation) shall upon his request, immediately be relieved of duty and transported, if required, to the nearest suitable medical facility. If possible, an E.M.T. shall accompany the injured employee until the appropriate medical personnel has assumed responsibility for the care and treatment of the employee. Upon the request of the injured employee, the Fire Department shall notify his next of kin and make arrangements for the expeditious return of the employee's vehicle to his residence.

(b) The selection of medical personnel for the treatment of an injured or ill employee shall be based upon the seriousness of the employee's condition and the availability of specialized personnel. The medical professional selected by the employee shall provide periodic reports to the City (no less frequently than monthly), and the report will include information regarding the medical status of the employee, the regimen of treatment prescribed, and the projected date of return to duty. The City Physician may examine the employee, but may not provide treatment for him without his consent. The City shall bear full cost of any and all treatment required by reason of an injury or illness incurred in the line of duty.

An employee may elect to obtain a second opinion concerning treatment for any work-related injury or illness and the City shall not interfere with such second examination, and shall review and approve any alternate treatment.

(c) Such an injured or ill employee shall be granted duty disability leave, with full pay and benefits, until such time as he recovers from his condition of ill being or said condition is deemed to be permanently disabling to such an extent as to entitle the employee to a disability pension. The employee must obtain a release from his physician and/or a physician of the City's choice prior to returning to work.

If the two physicians are in dispute the City will pay for a third medical opinion from a mutually agreed to physician. The third medical opinion is not binding on either party. Duty disability leave (OJI) shall be taken in lieu of sick leave and shall not reduce the amount of an employee's accumulated sick leave.

ARTICLE XIX

Miscellaneous

Section 19.1. Maintenance.

It is the policy of the City not to contract out work without proper cause and preference shall be given to bargaining unit employees where practical, taking into consideration the (1) magnitude of the job, (2) economic factors, and (3) availability of employee skills. Work such as major construction, plumbing and wiring may be contracted out or other City departments may be utilized at the City's direction.

Union employees shall not be required to perform major construction, remodeling, maintenance or renovation, including painting. Employees shall only be required to perform normal housekeeping tasks and/or minor maintenance at the stations. However, employees receiving the maintenance incentive pay will be required to perform maintenance work mutually agreed upon by the Maintenance Captain and Fire Administration according to the level and magnitude of the work.

Section 19.2. Course Payments.

In order to encourage employees to acquire a well rounded education and/or additional fire related or emergency medical service training, employees will be reimbursed up to a maximum of three thousand (\$3,000) dollars annually for tuition, books, registration fee and material costs for approved courses. Procedure and payment under this section shall be in accordance with the City Policy dated July 1996, as appended (Appendix E). The prorata reimbursement required under Administrative Policy 2.4 does not apply to any retirement or to any termination after 22 years of service.

Section 19.3. Paychecks.

Employees will be paid via direct deposit. All employees currently receiving pay by direct deposit and all new employees will be required to be paid by direct deposit. For employees who do not have direct deposit, paychecks will be available at City Hall from the payroll clerk and may be picked up between the hours of 9:00 a.m. and 11:00 a.m. Any paychecks for employees on duty or not picked up at those times will be mailed to the employees.

Section 19.4. Station Security.

The City shall provide adequate security for each station, as well as for all the contents thereof, particularly during those periods when such buildings are unoccupied, and will, to the extent possible, assist employees in maintaining security for their personal vehicles in station parking lots. The Union shall cooperate with the City in evaluating the current security at each station on an on-going basis.

Section 19.5. Relocation.

In no event shall the City assign or transfer Union employees to another governmental entity and/or geographic location outside the City limits for non-emergency functions during a labor dispute in such governmental entity and/or geographic location.

Section 19.6. Vehicles.

Union employees shall be permitted to park bicycles and/or motorcycles inside stations in areas designated by the City, and must be removed at the end of the employee's shift. Any damage, loss or destruction to bicycles or motorcycles shall be the responsibility of the employee. Application of this section shall be consistent with current Departmental Orders.

Section 19.7. Vehicle Maintenance.

Employees shall be permitted to perform minor maintenance on their personal vehicles only after the completion of duty hours. The following restrictions apply:

1. No car will be on jacks except for flat tires. Raising off ground will be on ramps for the purposes of oil changes and grease jobs or very minor maintenance.
2. No travel for parts by on-duty personnel.
3. No use of corrosive or explosive cleaning solvents.
4. No use of City tools.
5. No priming or painting of vehicles or vehicle parts.
6. Vehicles will be driven to and be able to be driven away from your duty station at the end of tour of duty.
7. No vehicle maintenance will be performed inside fire stations.

The above minor maintenance may be done only in the evenings, Saturday afternoons, Sundays, and holidays. Company officers or person in charge shall be held responsible to see that the above restrictions are adhered to.

Section 19.8. Educational Incentive.

Each employee in the bargaining unit shall receive an annual educational incentive after completion of the probationary period, and for a degree in an approved area of study pursuant to the following table:

Thirty (30) hours credit – not pursuing a degree	\$400.00
Thirty (30) hours credit – pursuing a degree.....	\$450.00
A.A. and A.S. Degrees.....	\$1,000.00
B.A. and B.S. Degrees.....	\$1,400.00
M.A. and M.S. Degrees	\$1,800.00

All payments for educational incentive shall be paid on the Friday following the second City Council meeting in July and after proper proof of the degree is received by the Fire Chief or his designated representative. Payments made in July shall be based upon the degree held as of July 1 of the respective year. Any employee who has received the thirty hour incentive but has not attained a compensable degree or who is entitled to the thirty hour incentive as of July 1, 1989 shall receive that incentive even if that employee is not pursuing his education further. Otherwise, an employee must be pursuing his education by maintaining at least three additional hours per year to qualify for the thirty hour incentive.

Section 19.9. Residency.

The geographical residency requirement currently in effect shall remain in full force and effect for the term of this Agreement.

Section 19.10. Off-Duty Employment.

Union members shall be permitted to engage in off-duty employment, provided that such employment is not a conflict of interest and does not conflict with satisfactory or impartial performance of duties as a firefighter for the City. Employees who are unable to work and/or are receiving sick leave or work injury pay will be required to reapply for approval to work secondary employment while on leave; approval shall not be unreasonably denied.

During the course of any special event sanctioned by the Fire Chief or his representative, any action taken by an employee, which would have been taken by an employee on active duty if present or available, shall be considered the official action of the City, and the employee shall have the rights and benefits concerning such action as if he were on duty.

Section 19.11. Legal Representation.

Legal liability issues shall be covered by the current 613A of the Code of Iowa and other applicable State law.

The City shall defend any firefighter in a lawsuit demanding punitive damages against the firefighter, but is not responsible for any punitive damages award assessed against the firefighter. If there is a conflict of interest between the City and the firefighter pertaining to the punitive damages issue, the firefighter may hire outside legal counsel for representation. The City shall only be responsible for the firefighter's outside legal counsel's fees and court costs if it is legally concluded that the firefighter was innocent of any personal wrongdoing in the performance of duties with the City. Satisfactory documentation of any legal expenses must be presented to the City prior to any payment. The City shall not be responsible for payment of those attorney fees and court costs if said fees and court costs are awarded and paid by another party to the litigation.

Section 19.12. Reference Materials.

Within reason, the City shall maintain a library at each station to make reference materials available.

ARTICLE XX

In-Service Training

Section 20.1. General.

In-Service training requirements and programs shall be established by the Chief of the Fire Department, or his designated representative in accordance with department and City needs and policy. The Union shall have the right to initiate consultations with the Chief or his designated representative for the purpose of making suggestions and/or recommendations.

The Union shall have the right to designate eight (8) hours of said in-service training to be used on programs which the Union deems needed by the membership of the Union.

Programs so designated by the Union must have the approval of the Chief or his designated representative, which approval shall not be arbitrarily denied.

The programs suggested by the Union will not be used for any matters pertaining to collective bargaining or Association business.

Section 20.2. Training and Recertification.

The City shall establish in-service training programs which are qualified to issue recertifications for those certifications which are recognized in this Agreement. Such training shall be accessible to all union employees. The City shall provide and/or pay for other training and/or recertifications, subject to the approval of the Fire Chief, which approval shall not be unreasonably denied.

Section 20.3. Educational and Training Sessions.

Any employee who attends a job-related educational or training workshop, session, seminar, conference or school at the direction of or with the prior approval of the Fire Chief shall be paid as required by applicable federal or state law.

ARTICLE XXI

Savings Clause

None of the foregoing shall be construed as requiring either party to do anything inconsistent with any Federal or State law, or an order or decree of judgment of any court having jurisdiction over the parties. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation affecting the provisions of this Agreement, or the rights of any party under this Agreement shall be modified, enacted or abolished, then the remaining parts or portions of this Agreement shall remain in full force and effect, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

ARTICLE XXII

Entire Agreement

Section 22.1. Entire Agreement.

This agreement, together with any side letters executed contemporaneously with or subsequent to this Agreement, constitutes the entire Agreement between the parties and concludes the collective bargaining on any subject.

Section 22.2. Amendment.

This Agreement may be amended by the mutual written agreement of the parties.

Section 22.3. Precedence of Agreement.

In the event of a conflict between a provision of this Agreement and any rule, regulations or ordinance of the City insofar as said rule, regulation or ordinance affects the employees covered by this Agreement, the provisions of this Agreement will control and the City will take whatever legislative action is necessary to accomplish same. It is understood that from time to time the City may have to adopt ordinances in order to comply with State and/or Federal mandates. In the event of a conflict in relationship to this Agreement and said rules, regulations or ordinances, the parties will work together in an expeditious fashion to resolve said conflict.

Section 22.4. Gender of Words.

The masculine gender as used herein shall be deemed to include all genders, unless otherwise specified in the Agreement.

ARTICLE XXIII

Termination

This Agreement shall be effective as of the first day of July, 2023 and shall remain in full force and effect until the 30th day of June, 2027. It shall be automatically renewed from year to year thereafter, unless terminated or modified as hereinafter provided.

THIS AGREEMENT is executed as of July 1, 2023, to become effective as of the day and year first above written, by duly authorized representatives of the parties.

DAVENPORT ASSOCIATION OF
PROFESSIONAL FIREFIGHTERS
LOCAL #17 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AFL-CIO, CLC

BY:



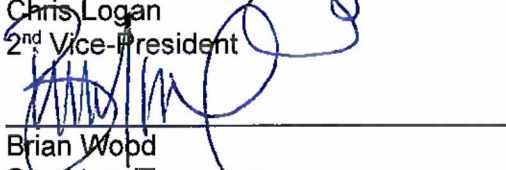
Ryan Haraghian
President



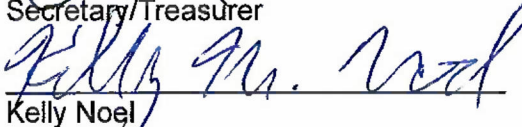
Eric Griffin
1st Vice-President



Chris Logan
2nd Vice-President



Brian Wood
Secretary/Treasurer



Kelly Noel
Trustee



Derrick Frese
Trustee



Cody Jaeger
Trustee

CITY OF DAVENPORT

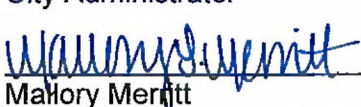
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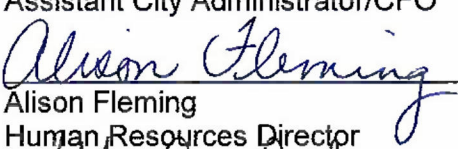
Mike Matson
Mayor



Corri Spiegel
City Administrator



Mallory Merritt
Assistant City Administrator/CFO



Alison Fleming
Human Resources Director



Michael Carlsten
Fire Chief

FIRE BARGAINING UNIT REPRESENTED BY THE DAVENPORT ASSOCIATION OF PROFESSIONAL FIREFIGHTERS

Effective July 01, 2023

Code	GR	Title	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6	Step #7	Step #8	Step #9	Step #10	Step #11	Step #12	Step #13	Step #14
3211		FIREFIGHTER	60547 21.9052	64176 23.218	65782 23.7989	67429 24.395	69116 25.0054	70813 25.6193	71723 25.9484	72617 26.2719	73534 26.6035	74450 26.9352	75380 27.2714	76316 27.6101	77283 27.9601	78054 28.2388
3212		FIREFIGHTER/ENG				71128 25.7332	72912 26.3787	74730 27.0364	75668 27.3757	76624 27.7216	77576 28.0658	78543 28.4159	79522 28.7698	80517 29.13	81528 29.4956	82347 29.7922
3213		FIRE LT-40 HRS					76922 36.9818	78842 37.905	79829 38.3795	80828 38.8595	81834 39.3434	82868 39.8403	83909 40.3411	84955 40.844	86011 41.3516	86866 41.7625
3214		FIRE LIEUTENANT					76922 27.8294	78842 28.5241	79829 28.8812	80828 29.2424	81834 29.6065	82868 29.9804	83909 30.3574	84955 30.7358	86011 31.1178	86866 31.427
3220		FIRE CAPT-40 HR						83183 39.9916	84229 40.4945	85273 40.9968	86350 41.5145	87423 42.0303	88507 42.5514	89615 43.084	90741 43.6254	91642 44.0586
3221		FIRE CAPTAIN						83183 30.0943	84229 30.4728	85273 30.8507	86350 31.2403	87423 31.6284	88507 32.0206	89615 32.4214	90741 32.8288	91642 33.1548

FIRE BARGAINING UNIT REPRESENTED BY THE DAVENPORT ASSOCIATION OF PROFESSIONAL FIREFIGHTERS

Effective July 01, 2023

Code	GR	Title	Step #15	Step #16	Step #17	Step #18	Step #19	Step #20	Step #21	Step #22	Step #23	Step #24	Step #25	Step #26
3211		FIREFIGHTER	78827	79620	80409	81213	82033	82852	83676	84088	84524	84936	85374	86630
			28.5186	28.8055	29.0908	29.3817	29.6783	29.9748	30.2729	30.4219	30.5796	30.7286	30.8873	31.3415
3212		FIREFIGHTER/ENG	83160	83995	84835	85681	86544	87407	88282	88716	89163	89610	90065	91385
			30.0863	30.3883	30.692	30.9982	31.3105	31.6228	31.9392	32.0963	32.2581	32.4198	32.5841	33.062
3213		FIRE LT-40 HRS	87734	88615	89505	90399	91296	92210	93122	93598	94067	94541	95023	96420
			42.1796	42.6034	43.0313	43.4611	43.8924	44.3318	44.7704	44.9989	45.2246	45.4524	45.6843	46.3556
3214		FIRE LIEUTENANT	87734	88615	89505	90399	91296	92210	93122	93598	94067	94541	95023	96420
			31.7409	32.0597	32.3817	32.7052	33.0297	33.3604	33.6904	33.8624	34.0323	34.2036	34.3781	34.8834
3220		FIRE CAPT-40 HR	92563	93485	94424	95365	96318	97292	98261	98755	99244	99729	100238	101727
			44.5014	44.9448	45.3963	45.8485	46.3068	46.7751	47.2409	47.4781	47.7134	47.9465	48.1913	48.9073
3221		FIRE CAPTAIN	92563	93485	94424	95365	96318	97292	98261	98755	99244	99729	100238	101727
			33.488	33.8217	34.1614	34.5017	34.8466	35.199	35.5495	35.7281	35.9051	36.0805	36.2647	36.8035

FIRE BARGAINING UNIT REPRESENTED BY THE DAVENPORT ASSOCIATION OF PROFESSIONAL FIREFIGHTERS

Effective July 01, 2024

Code	GR	Title	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6	Step #7	Step #8	Step #9	Step #10	Step #11	Step #12	Step #13	Step #14
3211		FIREFIGHTER	62666 22.6719	66422 24.0307	68084 24.6318	69789 25.2488	71535 25.8805	73292 26.5159	74233 26.8566	75159 27.1914	76107 27.5347	77056 27.8779	78018 28.2258	78987 28.5765	79988 28.9387	80786 29.2272
3212		FIREFIGHTER/ENG				73618 26.6339	75464 27.3019	77346 27.9827	78316 28.3338	79306 28.6918	80291 29.0482	81292 29.4104	82305 29.7768	83335 30.1495	84381 30.528	85230 30.8349
3213		FIRE LT-40 HRS					79614 38.2761	81602 39.2318	82623 39.7229	83657 40.2195	84698 40.7204	85768 41.2346	86846 41.753	87929 42.2735	89022 42.7989	89906 43.2243
3214		FIRE LIEUTENANT					79614 28.8034	81602 29.5225	82623 29.8921	83657 30.2658	84698 30.6427	85768 31.0297	86846 31.4198	87929 31.8115	89022 32.2068	89906 32.5269
3220		FIRE CAPT-40 HR					86094 41.3914	88258 42.4316	89372 41.9119	90483 42.9675	91605 43.5013	92751 44.0406	93917 44.5919	94849 45.1523	95700 45.6006	
3221		FIRE CAPTAIN					86094 31.1477	88258 31.5394	89372 31.9305	90483 32.3337	91605 32.7354	92751 33.1413	93917 33.5561	94849 33.9778	95700 34.3152	

FIRE BARGAINING UNIT REPRESENTED BY THE DAVENPORT ASSOCIATION OF PROFESSIONAL FIREFIGHTERS

Effective July 01, 2024

Code	GR	Title	Step #15	Step #16	Step #17	Step #18	Step #19	Step #20	Step #21	Step #22	Step #23	Step #24	Step #25	Step #26
3211		FIREFIGHTER	81586	82407	83223	84055	84904	85752	86605	87031	87482	87908	88362	89662
			29.5167	29.8137	30.1089	30.4101	30.717	31.0239	31.3324	31.4867	31.6499	31.8042	31.9684	32.4384
3212		FIREFIGHTER/ENG	86071	86935	87804	88680	89573	90467	91372	91821	92284	92747	93217	94584
			31.1392	31.4519	31.7662	32.0832	32.4064	32.7296	33.0571	33.2197	33.3872	33.5545	33.7246	34.2192
3213		FIRE LT-40 HRS	90804	91717	92638	93563	94491	95437	96382	96874	97360	97850	98349	99794
			43.6559	44.0945	44.5374	44.9823	45.4286	45.8834	46.3374	46.5739	46.8075	47.0433	47.2831	47.978
3214		FIRE LIEUTENANT	90804	91717	92638	93563	94491	95437	96382	96874	97360	97850	98349	99794
			32.8518	33.1818	33.5151	33.8499	34.1858	34.528	34.8696	35.0476	35.2234	35.4008	35.5813	36.1042
3220		FIRE CAPT-40 HR	95803	96757	97729	98703	99689	100698	101700	102211	102717	103219	103746	105288
			46.0589	46.5179	46.9851	47.4533	47.9275	48.4123	48.8943	49.1399	49.3834	49.6246	49.8779	50.6191
3221		FIRE CAPTAIN	95803	96757	97729	98703	99689	100698	101700	102211	102717	103219	103746	105288
			34.6601	35.0055	35.3571	35.7093	36.0662	36.431	36.7937	36.9786	37.1618	37.3433	37.5339	38.0917

FIRE BARGAINING UNIT REPRESENTED BY THE DAVENPORT ASSOCIATION OF PROFESSIONAL FIREFIGHTERS

Effective July 01, 2025

Code	GR	Title	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6	Step #7	Step #8	Step #9	Step #10	Step #11	Step #12	Step #13	Step #14
3211		FIREFIGHTER	64860 23.4654	68747 24.8717	70467 25.4939	72232 26.1325	74039 26.7864	75857 27.4441	76831 27.7965	77789 28.1431	78771 28.4984	79753 28.8536	80749 29.2138	81752 29.5766	82788 29.9516	83613 30.2501
3212		FIREFIGHTER/ENG				76194 27.5661	78106 28.2575	80053 28.9621	81057 29.3255	82082 29.696	83101 30.0649	84137 30.4398	85186 30.819	86252 31.2047	87335 31.5965	88213 31.9141
3213		FIRE LT-40 HRS					82401 39.6158	84458 40.6049	85515 41.1131	86585 41.6273	87663 42.1456	88770 42.6779	89886 43.2144	91006 43.7531	92137 44.2969	93053 44.7371
3214		FIRE LIEUTENANT					82401 29.8115	84458 30.5558	85515 30.9383	86585 31.3252	87663 31.7153	88770 32.1158	89886 32.5195	91006 32.9249	92137 33.3341	93053 33.6654
3220		FIRE CAPT-40 HR						89107 42.84	90228 43.3788	91347 43.9168	92500 44.4714	93649 45.0238	94811 45.582	95997 46.1526	97204 46.7326	98169 47.1968
3221		FIRE CAPTAIN						89107 32.2378	90228 32.6432	91347 33.0481	92500 33.4654	93649 33.8811	94811 34.3012	95997 34.7306	97204 35.1671	98169 35.5163

FIRE BARGAINING UNIT REPRESENTED BY THE DAVENPORT ASSOCIATION OF PROFESSIONAL FIREFIGHTERS

Effective July 01, 2025

Code	GR	Title	Step #15	Step #16	Step #17	Step #18	Step #19	Step #20	Step #21	Step #22	Step #23	Step #24	Step #25	Step #26
3211		FIREFIGHTER	84442	85291	86136	86997	87875	88753	89636	90077	90544	90985	91455	92800
			30.5498	30.8571	31.1627	31.4745	31.7921	32.1098	32.429	32.5887	32.7576	32.9172	33.0873	33.5738
3212		FIREFIGHTER/ENG	89083	89978	90877	91784	92708	93633	94570	95035	95514	95993	96479	97894
			32.2291	32.5527	32.878	33.206	33.5406	33.8752	34.2141	34.3825	34.5557	34.7289	34.905	35.4169
3213		FIRE LT-40 HRS	93982	94927	95880	96838	97799	98778	99755	100264	100767	101275	101791	103287
			45.1838	45.6379	46.0961	46.5566	47.0186	47.4893	47.9591	48.2039	48.4458	48.6898	48.9381	49.6573
3214		FIRE LIEUTENANT	93982	94927	95880	96838	97799	98778	99755	100264	100767	101275	101791	103287
			34.0015	34.3432	34.6881	35.0346	35.3823	35.7364	36.09	36.2742	36.4562	36.6398	36.8267	37.3679
3220		FIRE CAPT-40 HR	99156	100144	101150	102157	103178	104222	105260	105788	106312	106832	107377	108973
			47.671	48.146	48.6296	49.114	49.605	50.1068	50.6056	50.8598	51.1118	51.3615	51.6236	52.3908
3221		FIRE CAPTAIN	99156	100144	101150	102157	103178	104222	105260	105788	106312	106832	107377	108973
			35.8732	36.2306	36.5946	36.9591	37.3286	37.7061	38.0816	38.2728	38.4624	38.6504	38.8476	39.4249

FIRE BARGAINING UNIT REPRESENTED BY THE DAVENPORT ASSOCIATION OF PROFESSIONAL FIREFIGHTERS

Effective July 01, 2026

Code	GR	Title	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6	Step #7	Step #8	Step #9	Step #10	Step #11	Step #12	Step #13	Step #14
3211		FIREFIGHTER	67130	71153	72933	74760	76631	78512	79520	80512	81528	82544	83575	84613	85685	86540
			24.2867	25.7422	26.3862	27.0471	27.7239	28.4046	28.7694	29.1281	29.4958	29.8635	30.2363	30.6118	30.9998	31.3089
3212		FIREFIGHTER/ENG	78861	80839	82855	84954	86010	87082	88167	89271	90391	91300	92311	93322	94333	95344
			28.5309	29.2465	29.9757	30.3519	30.7354	31.1171	31.5051	31.8977	32.2969	32.7024	33.0311			
3213		FIRE LT-40 HRS	85285	87414	88508	89615	90731	91877	93032	94192	95362	96310	97466	98622	99778	100934
			41.0023	42.026	42.5521	43.0841	43.6208	44.1715	44.7269	45.2844	45.8473	46.3029				
3214		FIRE LIEUTENANT	85285	87414	88508	89615	90731	91877	93032	94192	95362	96310	97466	98622	99778	100934
			30.8549	31.6252	32.0212	32.4215	32.8253	33.2398	33.6577	34.0772	34.5008	34.8437				
3220		FIRE CAPT-40 HR	92226	93386	94544	95738	96927	98129	99357	100606	101605	102604	103603	104602	105601	106600
			44.3394	44.897	45.4538	46.0279	46.5996	47.1774	47.768	48.3683	48.8486					
3221		FIRE CAPTAIN	92226	93386	94544	95738	96927	98129	99357	100606	101605	102604	103603	104602	105601	106600
			33.3661	33.7857	34.2047	34.6367	35.067	35.5017	35.9462	36.3979	36.7594					

FIRE BARGAINING UNIT REPRESENTED BY THE DAVENPORT ASSOCIATION OF PROFESSIONAL FIREFIGHTERS

Effective July 01, 2026

Code	GR	Title	Step #15	Step #16	Step #17	Step #18	Step #19	Step #20	Step #21	Step #22	Step #23	Step #24	Step #25	Step #26
3211		FIREFIGHTER	87397	88276	89151	90042	90951	91860	92773	93230	93713	94170	94656	96048
			31.619	31.9371	32.2535	32.5761	32.9048	33.2337	33.5641	33.7293	33.9041	34.0693	34.2453	34.7488
3212		FIREFIGHTER/ENG	92201	93127	94058	94996	95953	96910	97880	98361	98857	99353	99856	101321
			33.3572	33.6921	34.0288	34.3683	34.7145	35.0608	35.4115	35.5858	35.7651	35.9445	36.1266	36.6565
3213		FIRE LT-40 HRS	97272	98249	99236	100227	101222	102235	103246	103773	104294	104819	105354	106902
			46.7653	47.2351	47.7095	48.1861	48.6643	49.1514	49.6378	49.891	50.1414	50.3939	50.6509	51.3953
3214		FIRE LIEUTENANT	97272	98249	99236	100227	101222	102235	103246	103773	104294	104819	105354	106902
			35.1916	35.5452	35.9022	36.2608	36.6206	36.9872	37.3532	37.5438	37.7322	37.9222	38.1156	38.6758
3220		FIRE CAPT-40 HR	102626	103649	104690	105733	106790	107870	108944	109491	110033	110571	111135	112787
			49.3395	49.8311	50.3316	50.833	51.3411	51.8605	52.3768	52.6399	52.9006	53.1593	53.4305	54.2244
3221		FIRE CAPTAIN	102626	103649	104690	105733	106790	107870	108944	109491	110033	110571	111135	112787
			37.1288	37.4987	37.8754	38.2527	38.635	39.0259	39.4144	39.6124	39.8086	40.0032	40.2073	40.8047

APPENDIX B

Delete

APPENDIX "C"

MEMORANDUM OF AGREEMENT

Hourly Equivalent Rates

For purposes of computing an "hourly equivalent rate" of the annual salary for shift employees working under the Agreement between the City of Davenport and the Davenport Association of Professional Firefighters, the average year will consist of 2,764 hours in all years except leap year. In leap year, the average annual hours in the fiscal year containing the extra day will be 2,772.

Actual pay for each shift employee during each fiscal year will be computed by the employee's annual salary divided by 2,764 (or 2,772 in leap year) hours, to arrive at an "hourly equivalent rate". Each shift employee shall then be paid in 25 equal biweekly checks, computed by multiplying the employee's "hourly equivalent rate" by 106 hours, and one final biweekly check computed by multiplying the employee's "hourly equivalent rate" by 114 hours (or 122 hours in leap year), with appropriate deductions for annual leave and absence hours and appropriate credit for actual overtime hours.

APPENDIX D
ADMIN POLICY 2.9 – Leave of Absence

APPENDIX D

CITY OF DAVENPORT

ADMINISTRATIVE POLICY

No. 5.4

SUBJECT: LEAVE OF ABSENCE

DATE: MAY 1996

GENERAL POLICY:

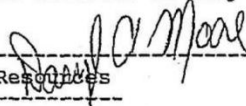
On occasion, circumstances may arise which necessitate an employee's request for a leave of absence from work. Taking departmental staffing needs into consideration, it is the policy of the City of Davenport to make every effort to comply with leaves of absence which are based on good and sufficient reasons.


SCOPE:

All full-time, permanent, City employees.

PROVISIONS:

1. An employee seeking a leave of absence must submit a detailed request to his/her department head 30 days prior to the commencement of the leave. If appropriate, the employee must complete the FMLA Leave of Absence Requests, available in the Human Resources Department.
2. The City Administrator may at his/her discretion grant a leave of absence for good and sufficient reason, setting the terms and conditions of the leave, including whether or not the leave is to be paid. Each request for leave will be decided on its own merits.
3. Military leaves of absence will be granted in compliance with federal and state laws.
4. Leaves of absence will not be granted to seek employment elsewhere or to engage in employment other than for the City of Davenport.
5. Leaves of absence for candidacy and public service will be granted in accordance with Iowa Code Chapter 55.
6. Upon return from a leave of absence not to exceed 12 weeks (24 months for personal illness) an employee will be returned to their original or an equivalent position unless their position would have otherwise been affected if they were actively at work.

ISSUED BY: Daryl A. Moore, Director of Human Resources 

APPROVED BY: Cowles Mallory, City Administrator  Page 1 of 2

APPENDIX D
ADMIN POLICY 2.9 – Leave of Absence – Page 2

C I T Y O F D A V E N P O R T

ADMINISTRATIVE POLICY

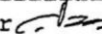
No. 5.4

SUBJECT: LEAVE OF ABSENCE

DATE: MAY 1996

7. An employee's failure to return to work on the date specified as the end of a leave of absence may result in the employee's termination.
8. Employees on leave without pay from the City shall not accrue vacation or sick leave hours during any pay period in which leave without pay results in less than 40 hours of compensable time.
9. If leave without pay is the result of documented physical or other incapacitation to perform duties, the City will continue to pay its share of the health insurance benefits provided to the employee until such time as a final resolution of the employee's incapacitation to work is made, but not to exceed 24 month from the employee's last day of work.
10. If the leave without pay is at the request of the employee for reasons other than incapacitation to perform duties or FMLA leave of absence, the City's contribution to health insurance benefits will terminate after thirty (30) days. The employee will have the option of remaining on the City plan at his/her own expense during the leave of absence for a period not to exceed 18 month.s

ISSUED BY: Daryl A. Moore, Director of Human Resources

APPROVED BY: Cowles Mallory, City Administrator . Page 2 of 2

APPENDIX E
ADMIN POLICY 2.4 – Educational Assistance

APPENDIX E

CITY OF DAVENPORT

ADMINISTRATIVE POLICY

No. 2.4

SUBJECT: EDUCATIONAL ASSISTANCE

DATE: JULY 1996

GENERAL POLICY:

The City of Davenport recognizes that education is a continuing process and that additional professional training can result in improved performance by its employees. Therefore, the City will provide financial assistance to employees who successfully complete approved college credit coursework as a means of preparing for increased responsibility within the City of Davenport.

SCOPE:

All permanent, full-time, non-bargaining employees.

PROVISIONS:

Approved Courses

1. To qualify for reimbursement, courses of study must bear a direct relationship to the general field of business activity in which the employee is engaged or is likely to become engaged in the future. If the employee wishes to earn a degree, and provided the major field of study bears the aforementioned relationship, any course which is a prerequisite to that degree may also qualify.
2. Approved courses may include correspondence courses as well as those requiring class attendance, but must be offered by a recognized school.
3. The employee must obtain approval from his/her Department Head and the Director of Personnel in advance of enrollment.

Reimbursement

1. Reimbursable expenses include tuition and other fees specifically charged by the school for the approved course, plus the cost of required books, up to a total maximum per calendar year of \$850 for courses leading to an undergraduate degree or \$1150 for courses leading to a post-graduate degree.

ISSUED BY: Daryl A. Moore, Director of Human Resources

APPROVED BY: Cowles Mallory, City Administrator

Page 1 of 2

APPENDIX E
ADMIN POLICY 2.4 – Educational Assistance – Page 2

ADMINISTRATIVE POLICY

No. 2.4

SUBJECT: EDUCATIONAL ASSISTANCE

DATE: JULY 1996

Management employees of the Police Department are eligible for a total maximum per calendar year of \$1100.

2. Courses will be credited to the calendar year containing the last day of class.
3. Reimbursement will be made after the employee submits certification that the course has been completed with a passing grade.
4. If an employee is eligible to receive State or Federal assistance or other scholarship or grant, reimbursement through this policy will supplement such assistance up to the annual maximums. In no case will the combined total received from the City and another source of funding exceed the actual expenses incurred.

Termination of Employment

1. An employee who voluntarily terminates prior to three years from the date of course completion shall be required to reimburse the City for tuition reimbursement received on a prorated basis. The employee must reimburse 33 1/2% of the tuition paid on his/her behalf for each portion of the 3 12-month periods between the date of course completion and the termination date.

ISSUED BY: Daryl A. Moore, Director of Human Resources

APPROVED BY: Cowles Mallory, City Administrator

Page 2 of 2

APPENDIX F

STATEMENT OF WAIVER AND ELECTION

It is agreed that the grievance and arbitration provisions of Article V and Civil Service appeals procedures are mutually exclusive and that no relief shall be available under Article V to any employee who elects to pursue his remedies under Chapter 400 of the Iowa Code. Therefore, to the extent permitted by law, the undersigned hereby elects to process the attached grievance in accordance with the contractual grievance/arbitration procedure and expressly waives any right to pursue any remedy, which may be provided under Chapter 400 of the Iowa Code.

By: _____
Employee - Grievant

By: _____
Unit Representative

DATE: _____

DATE: _____

APPENDIX *G*

SIDE LETTER OF AGREEMENT – September, 2013

This side letter details the changes to negotiated benefits for members regularly scheduled to a forty-hour work week. There will be separate job codes and titles, specifically 3212-Fire Lieutenant-40 HRS and 3220-Fire Captain-40 HRS however there will not be a separate Civil Service certification list. Selection of the employees for these positions will be at the discretion of Fire Management. Lieutenants assigned to these positions will be expected to commit to this assignment for a minimum of two years, except for promotions. The Captain assigned to the EMS Coordinator position will be expected to commit to this assignment for a minimum of three years, except for promotions.

DUTIES

Employees assigned to a 40-hour work week shall perform primarily administrative duties. They will not be regularly assigned to an apparatus.

PAY

Compensation shall be at the rate set forth in Appendix A Salary Schedule.

SICK LEAVE

Sick leave will be converted from a 56 hour calculation to a 40 hour calculation. Accrual during the 40 hour assignment will be at the 40 hour rate. If employees later return to a 56 hour schedule, their accrued sick leave will again be converted to a 56 hour calculation.

VACATION

Vacation will be accrued at a 40 hour rate in accordance with the vacation schedule in the labor agreement.

HOLIDAYS

Employees will receive all holidays designated in the labor agreement plus a floater (in lieu of Easter that always falls on a Sunday). They will also be given the holiday observing Martin Luther King, Jr. during the month of January.

OVERTIME OPPORTUNITIES

In the case of time actually worked in excess of the normal duty day, employees shall be paid overtime at the rate of one and one-half (1-1/2) times the 40 hour rate of pay. Employees will be listed on the Hire Back List of their last assigned shift roster if they so desire, but will be offered opportunities to work shift overtime only on Saturdays, Sundays, and holidays.

INCENTIVES

All incentives as provided in labor agreement. Employees will also be paid at a rate of 5% higher than that shown in Appendix A-1 for their rank and longevity.

OTHER ALLOWANCES

Same clothing and food allowance as provided in labor agreement.

APPENDIX G

SIDE LETTER OF AGREEMENT – September, 2013 – Page 2

CALL-IN PROVISIONS


Maintain 3 hour call-in provisions provided in labor agreement. If called in on a holiday, employees would receive holiday pay plus overtime.

KELLY DAYS

No Kelly Day eligibility. Employees will be given the opportunity to take any compensatory obligations as time off or pay in lieu of time off in accordance with Administrative Policy 6.5.

WORKDAY

Forty hours per week, 8 hours per day (anywhere within 7a.m. and 6 p.m. as assigned), Monday through Friday.


For the City
10-14-2013


For the Union
President DAPFF
10/14/13

APPENDIX "H"

Delete

APPENDIX I

Summary of Insurance Benefit

Deductible Amount

Active Employees (calendar year)

Individual Deductible	\$ 250
Family Deductible	\$ 500

The Plan's calendar year deductible is waived for certain basic medical services provided.

Benefit Percentage

Active Employees (calendar year)

After eligible expenses reach the applicable deductible amount specified above, this Plan pays **90% in network or 70% out of network** of eligible major medical expenses until the out-of-pocket maximum is met, and 100% thereafter, to the maximum benefit while covered under the Plan.

Out-of-Pocket Maximum (calendar year; includes deductible)

Individual	\$1,000
Family	\$2,000

Pre-Admission Certification Program

This Plan is subject to a pre-admission certification program.

Benefit Period

Calendar year

Benefit Period

Calendar year

Highlights of Eligible Expenses

Employer will provide employees with updated summary plan description.


APPENDIX L

MEMORANDUM OF AGREEMENT

Any member who must attend union sanctioned meetings or conduct local business which requires a substitution shall be compensated by the bargaining unit. Additionally, the substitution shall also be compensated by the bargaining unit. The rate of compensation will be at a rate mutually agreed upon between the substitution and the bargaining unit but shall be at least the rate of minimum wage as set forth in state and federal standards. In no case will the substitution hours be considered as hours worked for the employer as outlined in 29 U.S.C 207(p)(3). This provision will be exempt from Standard Operating Policy 201.03.



For the City
Mallory L. Merritt
Human Resources Director

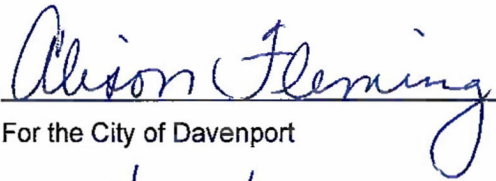


For the Union
Ryan Hangman
Union President
7-30-19

Side Letter of Agreement

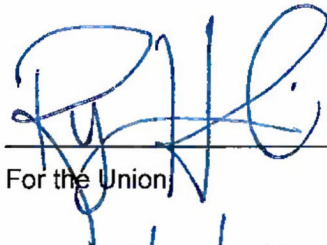
The undersigned parties agree that as part of the negotiations that led to the July 2023 – June 2027 collective bargaining agreement between the City of Davenport, Iowa and the Davenport Association of Professional Firefighters, Local #17 of the International Association of Firefighters, AFL-CIO, CLC, the following provisions are agreed upon:

1. Bargaining unit employees employed as of January 1, 2023 shall receive a contract signing bonus of \$3,000 per employee payable on the payroll including March 1, 2023, pending successful ratification by both parties.
2. As part of the transition from longevity to step, any employee due a step between July 1, 2023 and December 31, 2023 will be awarded a catch-up step (early award) on July 1, 2023. This provision specifically excludes probationary employees as of July 1, 2023 who will be eligible for a step upon successful completion of their probationary period.
3. Any promotions occurring between January 1, 2023 and July 1, 2023 will be subject to Section 16.2 of the 2023-2027 collective bargaining agreement and specifically, any employees promoted between the aforementioned dates will be eligible for the 7% promotional increase in accordance with the provisions of Section 16.2.



For the City of Davenport

Date: 5/25/23



For the Union

Date: 5/25/23