

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

July 1, 2005

Through

June 30, 2011

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## **Preamble**

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

## **Article 1**

### **Recognition**

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

## **Article 2**

### **Payroll Deductions**

Any employee may authorize deductions from his/her pay for the following purposes: 1) Credit Union; 2) Savings Bonds; 3) United Campaign Fund; 4) Union Dues; and 5) any other which may be mutually agreed to. The amounts deducted for any one type of deduction may be changed no more than once each 6 months. Authorizations must be signed by the employee and filed with the City. Dues deductions shall be forwarded to the Union Treasurer as soon as practical. Such authorizations may be revoked by the employees upon thirty (30) days written notice to the City and the Union Financial Secretary.

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

## **Article 3**

### **No Discrimination**

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

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

## **Article 4**

### **Management Rights**

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

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

## **Article 5**

### **No Strike – No Lock Out**

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

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

## **Article 6**

### **Prevailing Practices**

#### **Section A. Present Practices**

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

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

#### **Section B. Approval**

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

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

#### **Section C. Furnishings**

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

## **Article 7**

### **Work Rules**

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

## Article 8

### Leaves and Time Off From Duty for Union Business

#### Section A. Notice, Number and Duration

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

#### Section B. City Business Meetings

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

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

#### Section C. Union Meetings

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

#### Section D. Trading Time

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

1. Such substitution does not impose any additional cost on the City.
2. Such substitution is requested in the proper manner and approved by the District Chief.
3. The Fire Department is not held responsible for enforcing any agreement between the employees. Substitutions otherwise compensated for shall be limited to no more than six (6) per employee per year.

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

#### Section E. Legislative Lobbying

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

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

### **Article 9**

#### **Safety, Health and Welfare**

##### Section A. City Responsibility

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

##### Section B. Employee Responsibility

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

Section C. Safety Committee

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

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

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

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

Section D. Drug Testing

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

**Article 10**

**Transfer Privileges**

All transfer requests must be filed with the Fire Chief. Requests must be in writing and specifically request station and division desired.

Should a position vacancy occur, the Fire Chief shall consider all previously filed transfer requests. In the event all other factors are equal, the most senior employee with a request on file shall receive the transfer.

**Article 11**

**Evaluation Procedures**

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

## Article 12

### Grievance Procedure

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

#### Section A. Procedures

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

Step I. The employee or Union having a specific grievance shall present the written grievance to his/her Fire Suppression Chief or his/her designee who shall respond in writing within ten (10) calendar days. Personnel working for other than a Fire Suppression Chief shall file such grievance with their assigned Assistant Chief.

Step II. If the matter has not been resolved, the employee or the Union shall then, within seven (7) calendar days of receipt of Step I answer, present the written grievance to the Fire Chief, who shall respond within seven (7) calendar days.

Step III. If the matter has not been resolved, the employee or the Union shall then, within seven (7) calendar days, present the written grievance to the City Manager. He shall respond within ten (10) calendar days.

Step IV. If not resolved, the grievance may be submitted to arbitration within ten (10) calendar days after the decision in Step III, or if no decision has been timely made, said grievance may be submitted to arbitration by submitting written notice to the City Manager. Such notice shall specify the sections of the rules and regulations and/or the agreement alleged to have been violated. The parties shall meet within ten (10) days to attempt to agree on an arbitrator.

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

## Section B. Limitations

The arbitrator shall not have the power to decide a grievance which is a matter suitable for submission to the Civil Service Commission. Also, the arbitrator shall be without power to add to, subtract from or modify the terms of this Agreement nor to make any decision in conflict with the laws of the State of Iowa or the ordinances of the City of Des Moines, Iowa.

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

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

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

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

## Section C. Union Stewards

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

- a. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
- b. The collection of dues when authorized by appropriate local Union action.
- c. The transmission of such messages and information which shall originate with, and are authorized by the Union, or its officers, provided such messages and information:
  1. Have been reduced to writing, or
  2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to perform work, the solicitation of grievances or any other interference with the City's purpose; provided however, that the activities referred to in a, b, and c shall not be performed in such fashion as to unreasonably conflict with the

officer's or steward's work duties. Officers or stewards shall notify the Fire Chief or his/her designated representative before meeting with employees. Any disputes as to whether or not such activities have been performed in a manner so as to reasonably conflict with the officer's or steward's work duties shall be submitted to the grievance procedure.

### **Article 13**

#### **Hours of Work**

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

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

### **Article 14**

#### **Holidays**

##### **Section A. Days**

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

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

## Section B. Eligibility

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

## Section C. Holidays Occurring On Weekends

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

## Section D. Additional Christmas Holiday

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

## Section E. Holidays Occurring During Leaves of Absence

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

## Section F. Holidays for Shift Workers

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

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

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

## Section H. Personal Time Set Aside

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

## Article 15

### Vacation

#### Section A. Eligibility

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

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

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

#### Section B. Accrual

Vacation leave shall be accrued as follows:

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

5. Probationary employees and employees on provisional appointments shall accrue vacation during probationary and provisional periods, but shall be ineligible for such vacation until they have completed twelve (12) months of service.

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

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

#### Section C. Administration

Vacation leave shall be administered as follows:

1. All vacation leave and schedules must be approved by the Fire Chief or his/her designated representative. In approving such schedules, the Fire Chief shall consider the needs of the City service and the seniority and the wishes of the employee.
2. Vacation leave shall be charged as used in amounts of not less than one-half (1/2) day, unless the employee has less than one-half day of accrual remaining.
3. When a holiday occurs during an employee's assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.
4. Vacation must be taken within a twelve (12) month period after the completion of the year in which it is earned unless written authorization extending this period is obtained from the Fire Chief and City Manager.
5. Accrued but unused vacation will be paid upon termination after twelve (12) months of service.
6. Vacation once chosen, may be changed subject to the following provisions and with the approval of the Chief or his/her designated representative. A "change" is defined as any block of time (consecutive hours or days). A "change" of any part of one regular shift shall constitute one "change." For example, three consecutive work days taken as a block of time shall equal one "change."

Employees requesting vacation changes must request such change in writing.

## Article 16

### Leaves

#### Section A. Leaves for Military Service

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

#### Section B. Jury Duty, Conferences and Other Meetings

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

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

#### Section C. Leaves of Absence

##### 1. Emergency Leave

- (a) Immediate Family. In case of death in the "immediate family," an employee may be granted a leave of absence with pay up to seven (7) calendar days by the Fire Chief. "Immediate family" is defined as spouse, child or parent.
- (b) Family. In the case of death in the "family," an employee may be granted a leave of absence with pay up to four (4) calendar days by the Fire Chief. "Family" is defined as father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparents, spouse's grandparents, and other relatives living in the same household.
- (c) If the situation warrants an extension, the Fire Chief may grant up to an additional three (3) calendar days. A written explanation of any such extension must be filed with the Personnel Office.
- (d) Personnel on vacation or sick leave when a death occurs in the family or immediate family shall be placed on the appropriate (i.e., family, immediate family) leave.

2. Educational Leave Without Pay. Permanent employees interested in further professional training may, with the consent of the Fire Chief and the City Manager, obtain an educational leave. Such leave is without pay. A single leave may not be for more than twelve (12) months.
3. Leaves of Absence Without Pay. The Fire Chief, with approval of the City Manager, may grant leaves of absence without pay. A single leave of absence may not be for more than twelve (12) months. Unpaid leaves of absence of over sixty (60) calendar days shall result in an "adjusted start date" for purposes of vacation accrual, longevity and adjustments to anniversary date for merit salary increases to account for the lost service time.

#### Section D. Absence Without Leave

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

### **Article 17**

#### **Sick Leave**

##### Section A. Eligibility

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

##### Section B. Accrual

Sick leave shall be accrued as follows:

1. Permanent full-time employees. Sick leave shall be accrued for all permanent full-time employees at the rate of one work day for each month of service with no limit to accumulations. Shift workers who work an average fifty-three hour week shall accrue sick leave at the rate of one-half of a twenty-four hour duty shift for each month of service with no limit to accumulation.
2. Permanent part-time employees. Sick leave shall be accrued for permanent part-time employees at the rate prescribed for permanent full-time employees, but such accrual shall be in proportion to the hours worked per week as measured against the hours worked per week by permanent full-time employees.

3. Full-time employees on probationary or provisional appointments. Sick leave shall be accrued by probationary and provisional appointment employees at the rate prescribed for permanent full-time employees.
4. Sick leave while on leave. Any employee shall continue to accrue sick leave while on any other compensated leave.
5. Transfer between forty and fifty-three hour week. Employees transferred from the forty-hour week to the fifty-three hour week shall have added to their total accumulated sick leave credit forty (40) percent of the total credit at the time of the transfer. Employees transferred to the forty-hour week from the fifty-three hour week shall at that time have deducted from their accumulated sick leave credit twenty-eight percent (28%) of the total credit.

Section C. Use

Sick leave shall be granted under the following circumstances:

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

Section D. Administration

Sick leave shall be administered as follows:

1. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.
2. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods and not on vacation time. However, if an employee has been on paid sick leave for at least the seven (7) consecutive calendar days immediately preceding his/her scheduled vacation, employee may reschedule the vacation at a later time during the year provided open vacation time is available, and provided the employee notifies the Supervisor and requests the change in writing prior to the beginning of the scheduled vacation. In addition, the employee may charge sick leave for the number of days for which proof is shown.

3. Employees transferred from the forty-hour week to the fifty-three hour week shall have added to their total accumulated sick leave credit forty (40) percent of the total credit at the time of transfer. Employees transferred to the forty-hour week from the fifty-three hour week shall at that time have deducted from their accumulated sick leave credit twenty-eight percent (28%) of the total credit. Exceptions to this would be a temporary transfer, four months or less (e.g., transfers to the Training Division, Fire Prevention Bureau or other assignment which would be of benefit to the City and/or the employee).
4. If such sick leave exceeds three (3) consecutive work days, the Fire Chief has the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to sickness. The certificate must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence.
5. In individual cases where there is sufficient reason to believe the employee is abusing the sick leave privilege, the employee will be advised in writing that an acceptable medical certificate will be required for all future sick leave absences. Abuse of sick leave shall be cause for disciplinary action, up to and including dismissal.

#### Section E. Separation

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

### **Article 18**

#### **Injury Leave ("J" Time)**

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

### **Article 19**

#### **Physical Fitness**

Sworn personnel shall spend one-half hour per duty shift as directed exercising on a stationary bike, treadmill or other approved physical fitness activities. Forty-hour employees shall spend one-half hour three times per week as directed exercising on a stationary bike, treadmill or other approved physical fitness activities. Upon their

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

## **Article 20**

### **Training and Career Development**

#### **Section A. Employee Training**

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

1. The City will, at its direction, provide orientation and on-the-job training for each employee. Upon the recommendation of the Chief, and approval of the City Manager, an employee may be sent to outside instructional courses as means of upgrading his/her capabilities as a City employee.
2. The criteria for evaluating a request to attend outside instructional courses shall be that the estimated value to the City from the course is commensurate with the total cost including tuition, transportation, meals, lodging, pay and other expenses; that consideration be given to the quality of both the curriculum and the instructors involved so as to be reasonably certain that the course will be practical and usable in City operation; and that in the case of a prolonged course of instruction, there will be adequate coverage of the employee's normal duties during his/her absence.
3. Employees training to improve work performance of the employee in his/her present position, both by means of in-service instruction and outside instructional courses, may be conducted during or after the employee's working hours. Training to prepare the employee for promotion shall be on the employee's own time, unless, because of shortage of manpower or other circumstances, it is in the City's interest to use work time.
4. Probationary employees shall not attend any paramedic or Haz Mat team training (except for recertification or normal station evolutions) through the Des Moines Fire Department until he/she has successfully completed one year of service and passed the one year written exam.

#### **Section B. Employee Education**

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

1. Upon the request of the employee, recommendation of the Chief and approval of the City Manager, a permanent full-time City employee may participate in the Education Tuition Reimbursement Program described hereafter subject to the following requirements:
  - a. That the course shall directly relate to the employee's current job duties; or any course, including outside-the-major electives required for a degree or certificate in a field either directly related to the employee's current duties, or a field in which the employee would have a reasonable expectation of being promoted to while employed with the City. Such course work must be completed at an officially accredited educational institution.
  - b. That the employee shall satisfy the necessary prerequisite of the course for which he/she requests tuition reimbursement and shall receive approval of the City Manager prior to enrolling in the course.
  - c. That participation in the Education Tuition Reimbursement Program shall be solely on the employee's time.
2. City employees approved for participation in the Education Tuition Reimbursement Program shall be eligible for reimbursement by the City for one hundred percent (100%) of tuition and registration fees for courses offered by accredited education institutions up to a limit of twelve hundred dollars (\$1,200) per fiscal year. Reimbursement shall be made of tuition and registration fees upon completion of the course with a grade of "C" or better, and upon application to the Fire Chief showing evidence of successful course completion. Employees taking a leave of absence for educational purposes shall not be eligible for participation in the Education Tuition Reimbursement Program. Reimbursement of book fees shall be included with the understanding that the books from the class shall be returned to the Chief's office upon completion of the course.

#### Section C. Training on New Processes

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

Section D. Special Compensation

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

**Article 21**

**Seniority**

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

**Article 22**

**Reduction in Force**

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

**Article 23**

**Clothing Provision**

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

Personal property, required to be carried on duty, such as watches and glasses, shall be replaced or repaired at a reasonable price, not to exceed \$100.00 as determined by the Fire Chief, in the event of damage pursuant to fire activity. This replacement is at the discretion and authority of the Fire Chief.

Employees assigned to the Fire Investigation Division (Fire Investigators) required to wear clothing other than regulation as determined by the Fire Chief, shall be paid four hundred dollars (\$400.00) per year for clothing to be paid 50% on January 1<sup>st</sup> and 50% on June 1<sup>st</sup> of each year. The City shall maintain a dress uniform and provide up to two (2) sweat shirts, polo's, and one (1) uniform shorts and workout shorts per year.

Fire Mechanics shall receive an annual reimbursement for the purchase of City approved safety shoes or boots of one-hundred (\$100) per contract year.

## **Article 24**

### **Use of Bulletin Boards**

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

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

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

and such other notices mutually agreed upon.

## **Article 25**

### **Insurance**

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

#### **Section A. Life**

The City agrees to provide straight term life insurance coverage in an amount of ten thousand dollars (\$10,000.00).

#### **Section B. Health and Medical**

1. Preferred Provider Option

The City will make available a health plan to employees and their dependents described in Health Plan Exhibit 1 (SPM Plan). There is no contribution required for single coverage.

The plan provides for a \$5 co-payment for generic prescription drugs and a \$15 co-payment for all other prescription drugs. Notwithstanding this provision, during the first two years of this agreement (July 1, 2005 to June 30, 2007), employees will be eligible to receive up to three

dollars (\$3) reimbursement of the co-payment for each generic drug prescription. The Fire Union Generic Co-Pay Reimbursement Plan will be administered by the City of Des Moines in a fashion similar to the Flexible Spending Account. Reimbursement eligibility is limited to a minimum of \$5 per any month. This means the requested amount submitted by an employee must total at least \$5 for a check to be issued. Notwithstanding this limitation, the City agrees that employee will not be left with un-reimbursed generic drug co-pays at the end of the two-year period of this arrangement.

Beginning July 1, 2006, employees will contribute fifteen dollars (\$15) per month for family coverage under this health plan.

Beginning July 1, 2007, employee will contribute seventeen dollars (\$17) per month for family coverage under this health plan.

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

2. H.M.O.

The City will provide an opportunity for each permanent employee to enroll themselves and their dependents in a Health Maintenance Organization (HMO) generally comparable to the plans offered by the City in 1991 as a voluntary alternative to the traditional health insurance coverage provided pursuant to Section B.1. above. At least one such plan will be offered provided a plan generally comparable to the HMO plans available to City employees in 1991 exists in the Des Moines metropolitan area.

The employee contribution to the selected HMO plan will be sixteen dollars (\$16) per month. Each employee who opts for this type of coverage must authorize a payroll deduction in the appropriate amount.

Section C. Dental

The City will make available dental insurance comparable to the plan designated as the City of Des Moines Health and Welfare Fund (Dental). There is no contribution required for single coverage.

For employees covered by this agreement, the annual maximum benefit under this dental plan shall be increased to one thousand dollars (\$1000) per year beginning July 1, 2006.

Beginning July 1, 2006, employees selecting family coverage under this dental plan shall contribute one dollar (\$1) per month for such coverage.

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

Section D. Surviving Spouse

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

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

**Article 26**

**Wages**

Section A. Compensation

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

Section B. Within Grade Salary Increases

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

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

### Section C. Transfer Pay

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

### Section D. Promotion Pay

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

### Section E. Reporting Pay

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

### Section F. Witness Pay

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

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

### Section G. Hazardous Materials Assignment Pay

Each permanent employee who receives OSHA Hazardous Materials Certification and is assigned by the Chief to the Haz Mat Team shall receive additional compensation at the rate of two thousand dollars (\$2,000) per year to be paid on a pro-rate basis each regular pay day. In addition to the above special pay, the employee designated as team leader shall be paid "acting pay" equal to a 2 step increase above that employee's regular pay rate for any twenty-four (24) hour period in which the Haz Mat Team responds to a call for service. Only one team leader shall be eligible for such acting pay in any given twenty-four (24) hour period.

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

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

Section I. Paramedic Pay

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

Section J. Pager Pay.

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

**Article 27**

**Deferred Compensation**

Each employee shall be eligible to contribute up to the maximum amount allowed by the IRS into a deferred compensation plan currently established by the City. The City, beginning June 20, 1994, agrees to contribute a sum equal to that contributed by the employee up to one and one-half percent (1 1/2%) of the employee's annual salary. The City, beginning June 19, 1995, agrees to contribute a sum equal to that contributed by the employee up to two percent (2%) of the employee's annual salary. The City, beginning June 16, 2008, agrees to contribute a sum equal to that contributed by the employee up to two and one-half percent (2.5%) of the employee's annual salary.

**Article 28**

**Longevity Pay**

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

Section A. Continuous Service

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

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

Section B. Amount of Payment

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

**Article 29**

**Overtime Pay and Compensatory Time Off**

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

Section A. Fifty-Three Hour Employees

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

Section B. Administration

1. For the purpose of computing overtime, vacation, holiday, sick and injury leave and earned compensatory time off shall be considered as the same as time worked, unless the overtime work is done for the convenience of and at the request of the employee, in which case the overtime shall be straight time rates.

2. The times when compensatory time off may be taken shall be at the discretion of the Fire Chief, except that the employee's desires shall be given consideration whenever possible. When compensatory time off is ordered by the Fire Chief, or requested by the employee, reasonable advance notice shall be provided, but is not required.
3. Each employee assigned to a 40-hour workweek shall be allowed to accumulate up to 120 hours of compensatory time before being required to schedule "C" time off or to receive cash payment for overtime worked. Employees assigned to a 53-hour workweek shall be allowed to accumulate up to 48 hours of compensatory time before being required to schedule "C" time off or to receive cash payment for overtime worked.

Employees whose "C" time balances exceed the 48 or 120 hour caps may be required, at the discretion of their supervisor, to schedule "C" time off to bring their balance back to either 48 or 120 hours within a reasonable period of time.

### **Article 30**

#### **Temporary Upgrade**

When an employee is required to work in a higher classification, such employee will be compensated at a rate equivalent to one step above his/her present rate or the first step of the higher rank in which said employee acts (whichever is greater). Such compensation shall be paid for each full duty shift worked in such higher classification during the remainder of the contract year.

In the case of fifty-three(53) hour week employee, no authorized leave time shall constitute a break in temporary upgrade to a higher level classification, provided such authorized leave shall not be in excess of eight (8) hours time during the duty shift.

### **Article 31**

#### **Appendices**

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

Appendix A: Unit Classifications and Salary Range Assignments

Appendix B: Wage Schedule effective July 1, 2005, July 1, 2006, July 1, 2007, July 1, 2008, July 1, 2009 and July 1, 2010 reflecting a three and one-fourth percent (3.25%) across-the-board salary increase each year.

## **Article 31A**

### **Maintenance of Standard**

The City and the Union agree that the City shall provide a cash compensation level (base salary plus longevity) equal to the highest represented municipal fire department personnel in the state.

## **Article 31B**

### **ICMA\_RC Vantage RHS Plan**

Effective on or before July 1, 2005, the City will make available to employees under this agreement the ICMA-RC Vantage RHS Plan. This plan provides a vehicle to permit employees to direct any portion of their vacation or sick leave payouts available upon separation of service to this tax preferred plan. Amounts contributed are available to pay for IRS deductible health expenses as detailed in the plan.

## **Article 32**

### **Savings Clause**

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

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

## **Article 33**

### **Duration of Agreement**

This Agreement shall be in effect beginning July 1, 2005 and ending June 30, 2011.

**Article 34**

**Complete Agreement and Waiver of Bargaining**

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

The undersigned hereby approve and concur in this Agreement this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
John F. TeKippe, President  
Des Moines Association of Professional  
Fire Fighters, Local No. 4

Original signed

\_\_\_\_\_  
T. M. Franklin Cownie, Mayor

ATTEST:

Original signed

\_\_\_\_\_  
Diane Rauh, City Clerk

## APPENDIX A

### Unit Classifications and Salary Range Assignments

<b>Code</b>	<b>Classification Title</b>	<b>Range Number</b>
9343	E.M.S. Assistant	25
9355	Fire Captain	25
9351	Fire Engineer	21
9352	Fire Equipment Mechanic	23
9350	Fire Fighter	20
9354	Fire Lieutenant	23
9345	Fire Medic	22
9361	Fire Prevention Inspector	24
9349	Senior Fire Medic	23
9363	Senior Fire Prevention Inspector	25