



# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Jun 4, 2024

Administration

Department

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 131-2024 - Approve Collective Bargaining Agreement  
with Ottumwa Association of Professional Firefighters Local 395

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\*\*Public hearing required if this box is checked.\*\*

RECOMMENDATION: Pass and Adopt Resolution #131-2024.

DISCUSSION: Our current Collective Bargaining agreement with the Ottumwa Firefighters Union is expiring June 30, 2024. Attached is the updated agreement by and between the City of Ottumwa, Iowa and the Local 395, International Association of Firefighters, commencing on July 1, 2024 and continuing through June 30, 2028.

This contract has been reviewed, voted upon and ratified by the union membership. A summary of the agreed upon revisions follows:

Source of Funds: N/A

Budgeted Item:

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Budget Amendment Needed:

Items to note that changed in the contract:

- 1) 4-year contract
- 2) Update contract to they/theirs instead of she/his
- 3) All Accruals for accrued pay will be adjusted to reflect 24 hour shifts.
- 4) Vacation
  - a. Updated accrual chart and reflected time take to reflect 24 hour shifts
  - b. Shortened time that a new employee can use vacation from 1 year to 180 calendar days
  - c. Removed sections that no longer apply due to shifting accruals
- 5) Insurance
  - a. added section that there are no benefit plan changes for year 1 of contract
  - b. Removed stipulation of 3-tier drug program
  - c. updated section to comply with federal law regarding age of children
- 6) Grievance Procedure
  - a. updated to change timeframe from 7 days to 10 days
- 7) Overtime
  - a. Added clarification that the overtime rate (regular rate of pay) is the hourly base rate plus longevity
  - b. Enforcing overtime is paid at the rate of 1.5 the regular rate of pay
  - c. Added a section discussing Section 7(k) of the Fair Labor Standards Act and how that applies to the department (106 worked hours in a 14 day period)
  - d. Reinforced no pyramiding of overtime
- 8) Bereavement Leave
  - a. Added wording that employees may use the leave within 12 months of said death with proof of attendance to HR.
- 9) Pay
  - a) Employees will be paid bi-weekly for the hours worked during the pay period.
  - b) Added that step increases happen on the anniversary date in position, not the next pay period.
  - c) Added a wage increase for year 2 in position

FY 2025 - Wage adjustment of 5.5% and 3% COLA

FY2026 - Wage adjustment of 4.5% and 3% COLA

FY2027 - 2.25% COLA

RESOLUTION NO. 131-2024

RESOLUTION AUTHORIZING THE APPROVAL OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OTTUMWA, IOWA AND OTTUMWA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS

**WHEREAS**, the City of Ottumwa, Iowa had approved a Collective Bargaining Agreement between the City of Ottumwa and the Ottumwa Firefighters Union, the Local 395 International Association of Firefighters on February 4, 2020 commencing on July 1, 2020 through June 30, 2023 and;

**WHEREAS**, a retention and recertification election was conducted in October 2023 and ordered on November 13, 2023 that the Local 395 International Association of Firefighters is recertified as the exclusive bargaining representative of the bargaining unit of Municipal Employees of the City of Ottumwa, and;

**WHEREAS**, staff has drafted an updated Collective Bargaining agreement along with the Ottumwa Firefighters Union, the Local 395 International Association of Firefighters to meet the needs of both employee and employer and finds that approval of said collective bargaining agreement, as revised, would be in the best interest of the City and the employees of the City, and;

**WHEREAS**, the Ottumwa Firefighters Union, the Local 395 International Association of Firefighters has ratified the updated Collective Bargaining agreement, and;

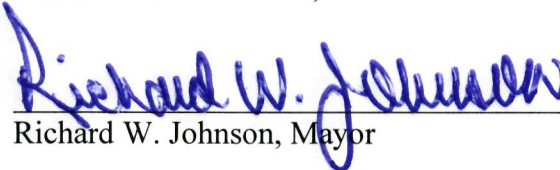
**WHEREAS**, the City Council of the City of Ottumwa, Iowa desires to approve the new Collective Bargaining Agreement

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the attached Collective Bargaining Agreement by and between the City of Ottumwa, Iowa and the Ottumwa Firefighters Union, the Local 395 International Association of Firefighters is hereby adopted with an effective date of July 1, 2024.


**BE IT FURTHER RESOLVED**, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

PASSED, ADOPTED and APPROVED this 4<sup>th</sup> day of June 2024.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF OTTUMWA**

**AND**

**OTTUMWA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS**

**LOCAL 395**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**(AFL-CIO-CIC)**

**FOR THE PERIOD**

**OF**

**JULY 1, 2024 THROUGH JUNE 30, 2028**



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This agreement made and entered into this **1<sup>st</sup> Day of July 2024** by and between the City of Ottumwa, Iowa a municipal corporation, referred to hereinafter as Employer, or City; and the Ottumwa Association of Professional Firefighters (AFL-CIO-CIC), referred to hereinafter as Union or Local 395.

## **PREAMBLE**

Section 1. The City of Ottumwa, Iowa, hereinafter referred to as the City, has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right effectively to operate in a responsible and efficient manner and are consonant with the permanent interest of the City and its residents.

Section 2. It is the intention of this Agreement to set forth the entire Agreement between the City of Ottumwa, hereinafter referred to as City or Employer, and the Ottumwa Association of Professional Firefighters, Local 395 (AFL-CIO-CIC), hereinafter referred to as the Union, Association, or Members. The designation "Members" refers to all bargaining unit members under this Agreement, and "Line or Crew" refers to firefighters who work twenty-four (24) hour shifts.

Section 3. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Iowa or the Municipal Code of the City of Ottumwa, Iowa; except as set forth herein.

## **ARTICLE 1 - RECOGNITION**

The City hereby recognizes the said Union as the sole and exclusive representative of all employees of the Fire Department, with the exception of the Chief and Deputy Chiefs of the Fire Department, for the purpose of bargaining with respect to wages, hours of work and working conditions and all matters related thereto.

## **ARTICLE 2 - DURATION OF AGREEMENT**

This agreement shall be in effect from and after July 1, 2024 through June 30, 2028. "Exhibit A" is attached. The contract will be open for wage negotiations effective July 1, 2027.

## **ARTICLE 3 - NEGOTIATIONS**

Section 1. Employer will meet with the Union with respect to establishment of wages, hours, and working conditions and other conditions of employment as same affect the budget of Employer, said negotiations concerning same shall be annually, except in the instance of a multi-year contract which does not provide for reopening negotiations on said items during the term of the contract, and shall commence prior to October 1.



Section 2. Time spent by designated representatives of the Union in negotiations with Employer shall not be deducted from employee's pay if said negotiations are held during the normal working hours of said designated representatives.

#### ARTICLE 4 - JOB CLASSIFICATION AND SALARY SCHEDULES

Each member covered by the terms of this Agreement shall be classified as to job title and paid in accordance with the following job classification and salary schedule attached hereto, marked Exhibit A, page 1 and made a part hereof by this reference. Any personnel action necessary to be taken to conform to this agreement shall be taken. Classifications and job titles shall remain in full force and effect until changed by mutual agreement through negotiations as provided by this Agreement.

Section 1. When any lower ranking fire fighter performs the duties of an Assistant Chief or Captain in their absence from work for 12 hours (1/2 shift) or 24 hours, the fire fighter shall be paid the officer's higher base hourly rate for each hour worked (referred to as out of rank pay). For example, if a Captain performs the duties of an Assistant Chief, or a fire fighter performs the duties of a Captain, for a period of 12 or 24 hours, they shall receive the higher base hourly rate.

Out of Rank Pay shall be a flat amount paid to each classification and the current amount shall be increased annually by the amount of increases for wages in Exhibit A.

Section 2. All members shall be paid twenty-five dollars (\$25.00) per month per each five (5) years of service to be added to their base salary with no maximum, known as Longevity Pay. Effective date shall be their anniversary date.

Section 3. The salaries and wages of employees shall be paid bi-weekly on Friday for the hours worked during the previous pay period.

Section 4. Fire Department employees who are required to be a part of any court action or litigation while not scheduled to work shall be paid time and one half (overtime) for all time necessary including reasonable preparation, travel, and court time.

Section 5. The City of Ottumwa shall pay each member an amount equal to \$170 the first pay period closest to July 1<sup>st</sup> for *personnel equipment and clothing or supplement uniform cost* not paid for by the City.

#### ARTICLE 5 - PROBATIONARY PERIOD

Section 1. All new employees shall serve a probationary period of one (1) year and shall not have seniority rights during this period, but shall be subject to all other clauses of the Agreement.

Section 2. At six (6) months and eleven (11) months of the probationary period, all *officers-in-charge shall submit a written report of the individual's conduct and performance of duties* to the Chief. This shall be a determining factor in making their status permanent.

Section 3. All employees who have worked one (1) year shall be known as permanent members and the probationary period shall be considered part of the seniority time. This Article shall be subject to Chapter 400 of the Code of Iowa, as amended (Civil Service) and the Code of Ordinances (Municipal Code) of the City of Ottumwa, Iowa.

## ARTICLE 6 - HOURS OF WORK, DUTY PROCEDURES

Section 1. The hours of duty shall be so established by the Fire Department that the average weekly hours of duty in any year, other than hours which members may be summoned and kept on duty because of a conflagration of major emergencies, shall not exceed fifty-six (56) hours.

Section 2. The Fire Department shall have three (3) crews of line Fire Fighters in accordance with seniority. A duty shift will be one (1) twenty-four (24) hours period. Crews will change duty shifts at 7:00 a.m. daily. Each crew member's normal regular work schedule will be stationary and consistent with the following sequence

- On duty twenty-four (24) hours followed by off duty twenty-four (24) hours for five (5) consecutive days, and then off duty for four (4) consecutive days.

Section 3. A Fire Company shall consist of one (1) or more motor vehicle apparatus, as determined and designated by the Chief of the Department.

Section 4. The Chief of the Fire Department or the officer-in-charge may grant the request of any two (2) members of the Fire Department to exchange hours or days off. Paid time trades shall be limited to elected or appointed state or local union officials. Compensation for these paid time trades shall be made by the state or local association.

Section 5. Any transfers made between crews, except those for the purpose of seniority alignment or promotions, shall be requested by said member in writing to the Fire Chief.

## ARTICLE 7 - OVERTIME

Section 1. The regular hourly rate for overtime pay shall be computed by taking the hourly base rate plus longevity.

Section 2. Members recalled to duty because of an emergency or in the case of overtime shall be paid at a rate of time and one-half (1.5) for the actual time worked, but not less than two (2) hours of pay at the rate of time and one-half (1.5).

Section 3. In the event of a fire or fires requiring the members to work longer than the regular tour of duty, no overtime will be charged for the first fifteen (15) minutes.



All overtime received after fifteen (15) minutes shall be paid at the overtime rate for actual time worked beginning at the end of the member's regular tour of duty, in accordance with Section 1 above two (2) hours minimum.

Section 4. An overtime call-in record by crew seniority shall be posted and kept up to date by each officer in charge. This record shall show the date worked and number of hours for each crew member. Stand-by overtime shall be in twelve (12) hour segments, except when an employee is two (2) slots behind and overtime is needed for one (1) complete shift, a.m. & p.m., the employee may elect to work the complete shift. Stand-by overtime is not mandatory. However, if all available people refuse the call-in, the officer in charge can go back to the starting point on the call list, and mandate the necessary number of people needed to report to duty. The only exception is an employee that is on vacation leave.

Section 5. The uniform method of seniority call-back shall be posted by the Chief in writing and a copy thereof provided to the Secretary of the Union.

Section 6. In accordance with Section 7(k) of the Fair Labor Standards Act, the work period for twenty-four (24) hour shift personnel shall consist of fourteen (14) days, and for hours worked in excess of one hundred and six (106) hours during said period, employees shall be paid at the overtime rate of 1 ½ times the employee's regular hourly rate of pay for each such hour.

Section 7. For the purpose of defining "hours worked", comp time and holiday float will be counted as hours worked for purposes of determining overtime.

Section 8. All mandatory training or required training on a member's off duty time shall be paid at the overtime rate of pay or compensatory time. Any optional training necessary for the members authorized by the Fire Chief shall be figured at time and one-half (1 ½) the actual time needed and compensated in compensatory time.

Section 9. An employee may request to leave duty due to a home or family emergency by notifying the O.I.C. and giving an explanation of the situation.

Section 10. There will be no pyramiding of overtime in that any hours for which overtime or premium pay has been paid, will not be included or counted as hours worked for the purpose of determining further overtime or further premium pay under this Agreement. A change in work schedules or trade off of work assignments or other rescheduling of work assignments requested by an employee, when approved by the Employer, which results in work assignments within a workday in addition to the regularly scheduled shift of an employee, will not be considered overtime.

## **ARTICLE 8 - SENIORITY, LAYOFF, AND JOB ABOLISHMENT**

Section 1. In addition to the seniority list required by Chapter 400, Code of Iowa, as amended, the Fire Chief shall post said list at the Central Fire Station and the sub-station bulletin boards. This list shall be maintained current on or before July 1 of each year. Any objections to

this seniority list as posted shall be reported to the Chairman of the Civil Service Commission and the Chief of the Fire Department.

Section 2. Personnel Reduction. Whenever there shall be a reduction or diminution of members of the Fire Department, such reduction shall be made only in the manner provided in Chapter 400 of the Code of Iowa, as amended.

Section 3. Any employee affected by a reduction shall be given written notice of not less than fifteen (15) days prior to the effective date; and said employee shall be paid all earned vacation, holiday, and incentive time.

## ARTICLE 9 - VACANCIES AND PROMOTIONS

All vacancies and promotions shall be made in complete compliance with Chapter 400 of the Code of Iowa, as amended.

## ARTICLE 10 - VACATION

Section 1. Regular employees will start accruing vacation on their hire date. Employees will accrue according to the schedule below. Increases in accrual will take place on the day the employee reaches that length of service day. For example, on the 6 years of service anniversary date, employee will then start to accrue at the 8.31 hours per pay period rate.

On a schedule of 2912 hours scheduled per year:

<b>Years of Service</b>	<b>Weeks of vacation</b>	<b>Vacation hours annually</b>	<b>Bi-Weekly Accrual Rate</b>
0 – 5 years	2 weeks	144	5.54
6 – 12 years	3 weeks	216	8.31
13 – 20 years	4 weeks	288	11.08
21 years +	5 weeks	360	13.85

*A one-time adjustment will be made to the vacation accrual balance of all current employees as of June 30, 2024 to account for the requirement of using 24 hours per day.*

Employees are required to use accrued hours as compared to their schedule hours. For example, employees will be required to use 24 hours of accrued vacation to substitute for one 24 hours shift.

Section 2. Before a new employee is permitted to use vacation time, a waiting period of 180 calendar days (six months) must be completed, unless there is a planned vacation that the Fire Chief is informed of upon hire and that time off has been approved.

Section 3. Vacation is taken in weekly periods, one week at a time. A week of vacation for Fire employees equals three (3) twenty-four (24) hour shifts.



Section 4. An employee's accrued vacation may not exceed two and one-half (2 ½) times their annual vacation amount. Any amount above the limit will be forfeited. Payout of accrued vacation upon retirement will be limited to the Vacation Accrual Limit.

Section 5. Vacation selection shall be made for the calendar year. Selection for the vacation period shall be based on seniority and shall start on the first (1<sup>st</sup>) or the sixteenth (16<sup>th</sup>) day of the month. To be taken in fifteen (15) or sixteen (16) or thirty (30) or thirty-one (31) day periods.

Section 6. One (1) weeks' notice must be given to the Department Head or his designee before taking any vacation, unless in an emergency situation.

Section 7. By November 15 of each year, each Assistant Chief will cause to be posted for each crew, a form denoting the dates available for Members vacation. Each employee, in order of seniority, shall denote his/her choice of vacation period by filling in the appropriate blank and notifying the officer-in-charge. Each employee shall sign for only one (1) vacation period at this time. A maximum of two (2) employees may sign in any one (1) vacation period. All employees must have made their first choice by December 15 or forfeit their seniority rights for the purpose of choosing vacation periods. All second choices will be by seniority.

An individual may voluntarily forego sign up for either or both rounds, thereby relinquishing seniority for sign up. Following completion of both seniority sign up choices, an individual may sign up for a one (1) week vacation, regardless of starting date, on a first come, first service basis, with the approval of the officer in charge.

Section 8. An employee who leaves the employment by resigning or retiring from the City and after giving two (2) weeks' notice of such termination of employment, shall be compensated for all accrued vacation leave to date of separation. The same benefits shall be received for layoffs or job abolishment.

Section 9. If an employee retires from the City, and is covered under the City's medical plan, the City shall contribute 100% of the vacation payout to the PEHP Plan. This money MUST be allocated to the PEHP Plan and cannot be taken as a distribution/payout.

If an employee retires from the City, and is not covered under the City's medical plan, the City will NOT make any contributions to the PEHP Plan of the employee's vacation. Vacation will be paid out to the employee outside of the PEHP Plan.

Section 10. All accrued vacation leave shall be paid to the family or estate of a deceased employee who has passed away while being in the employee of the Employer, but it is not required that said death have occurred on the job.

Section 11. Whenever an employee is called back from his/her vacation leave, the employee will be paid time and one-half (1 ½) plus his/her vacation pay or paid time and one-half (1 ½) and given another vacation, said choice the employee's.

## ARTICLE 11 - HOLIDAYS

Section 1. Legal Holidays - The following are declared to be legal holidays for all members covered by this Agreement: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Martin Luther King Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and the Day after Thanksgiving.

Employees will earn 24 hours for each holiday (264 hours annually if employed for all holidays in a year). *A one-time adjustment will be made to the holiday accrual balance of all current employees as of June 30, 2024 to account for the requirement of using 24 hours per day.*

Section 2. Floating Holidays - The Legal Holidays listed above in Section 1 shall be taken as Floating Holidays and may be taken in twenty-four (24) shifts or one-half (1/2) shift increments.

Sign up for Floating Holidays will begin following all vacation sign up periods. A floating holiday can be signed up for at any time following vacation signup; and the requested floating holiday will be granted.

Section 3. Holidays are earned during the first year, or part of the first year's employment, and are taken during the following calendar year. Employees will receive their balance of holiday hours on January 1<sup>st</sup> of each year for their time worked the previous year.

Section 4. Employees will not receive a cash payout for unused Holidays at retirement, but the City will contribute the value of any Holidays accrued to the retiring individual's PEHP Plan. Employees will not be paid for any Holidays upon termination.

Section 5. If a holiday falls on a Saturday/Sunday, the following Monday will be observed.

## ARTICLE 12 - SICK PAY

Section 1. All regular or probationary employees earn sick pay at the rate of 22.15 hours per pay period (two (2) working days per month annually). Sick pay will be granted for personal illness or injury, or illness in the immediate family. Sick pay will be granted at the discretion of the Fire Chief or his designee for serious illness in the immediate family.

For these purposes, immediate family is defined as including only spouse, children, stepchildren, adoptive children, father, mother, father and mother-in-law, brother, sister, brother and sister-in-law, son and daughter-in-law, grandparents and grandchildren, because of death or sickness.

Section 2. Sick pay shall be accumulated from hiring date without limitation on accrued.

Section 3. Employees are required to use accrued hours as compared to their schedule hours. For example, employees will be required to use 24 hours of accrued sick time to substitute



for one 24 hours shift. *A one-time adjustment will be made to the sick accrual balance of all current employees as of June 30, 2024 to account for the requirement of using 24 hours per day.*

Section 4. If any employee takes more than three (3) days sick leave in any sixty (60) calendar day period, the Fire Chief may require a medical certification before employee may return to work, said certification to be at the employee's expense. Failure to furnish medical certification may result in the employer beginning disciplinary procedures.

Section 5. No sick pay benefits shall be paid to employees for injuries incurred or received while the employee is working on the job for another employer, moonlighting, except as provided under Paragraph 8 below.

Section 6. Any employee, as a result of an injury or disease incurred while on duty for the City, shall be paid the benefits they are entitled to receive under Chapter 411, Code of Iowa, as amended.

Section 7. Any employee injured while on duty or during their work shift must report the injury prior to the end of their work shift or before going off duty to the officer in charge and call the City's Company Nurse or at the earliest possible point in time when the employee realizes they have sustained a work related injury. In the case of an emergency or the employee is unable to call the Company Nurse, the officer in charge shall call the Company Nurse. The officer in charge shall report the injury to the Fire chief or their designee.

Section 8. The employer reserves the right to designate the physician, if so desired, to verify the certification of the employee's physician and the extent of stated injuries.

Section 9. Sick days annually may be used as casual days to be taken with the authorization of the Fire Chief or his designee according to the following schedule:

After 1 year of service	1 day (24 hours)
After 3 years of service	2 days (48 hours)
After 6 years of service	3 days (72 hours)
After 12 years of service	5 days (120 hours)

Employees may use casual days in full or one-half shifts.

Section 10. It is understood and agreed between the parties once an employee has exhausted their accrued sick time, an employee shall be granted leave without pay from that time until employee is able to return to work or retires. Employee must file medical certification with the Human Resource Department annually on or before anniversary date of said leave. Seniority shall continue in full force and effect, City and departmental.

Section 11. If an employee has exhausted all sick pay, they may use other earned leave.

Section 12. Upon retirement from the City, the City shall contribute \$3,000.00 to the PEHP Plan if the employee at the separation date has accrued a minimum of 5,142 hours of sick leave, and \$4,000.00 for a minimum of 5,760 hours of sick leave.

## ARTICLE 13 - INCENTIVE PAY

Section 1. Incentive Pay in the amount of three (3) hours shall be awarded for each pay period in which an employee is not absent from work due to the use of sick pay. Holidays, vacations, comp time, funeral leave and incentive days shall not be counted as an absence.

*A one-time adjustment will be made to the incentive accrual balance of all current employees as of June 30, 2024 to account for the requirement of using 24 hours per day.*

Section 2. An incentive shift (24 or 12 hours) may be taken at any time that the leave does not cause the daily duty roster to drop below six (6) crew members on duty. A maximum of 96 hours of incentive leave may be carried over each year. The reset period shall be the first pay period in January of each year.

## ARTICLE 14 - LEAVE WITH PAY

Section 1. The Department Head may authorize leave with pay, which will not be charged to vacation or sick pay, for the following reasons:

Witness Pay. If an employee appears as a witness during regular working hours and receives full pay from the City, any pay that the employee might receive, except for mileage, from the Court will be turned over by the employee to the City Clerk's office.

Military Leave. For active duty in any branch of the armed forces of the United States or the State of Iowa, for the period of such active State or Federal services during the first thirty (30) days of such leave of absence in conformity with Chapter 29A of the Code of Iowa, as amended.

Union Leave. The City of Ottumwa will allow two (2) members, selected by the Union, time off from duty with pay if it does not cause overtime to be paid, for the annual Fire Fighters Convention and other State and IAFF meetings.

Bereavement Leave. In the case of death of the employee's spouse, children, stepchildren, adoptive children, father, mother, father or mother-in-law, brother, sister, brother or sister-in-law, son or daughter-in-law, grandparents or grandchildren, an employee shall be granted five (5) calendar days off work beginning with the day after said death. If the funeral is more than 400 miles away from Ottumwa, the employee shall be granted a minimum of seven (7) calendar days off work.

Upon approval of the Fire Chief, the employee may use the leave within 12 month of the date of death. The employee must provide the Fire Chief with as much advanced notice as reasonably possible prior to using the leave, and be able to provide acceptable evidence of the death, the employees relationship to the deceased and that the service is being attended. Additionally, employees may not use this leave intermittently unless at the discretion of the Fire Chief or their designee.

Section 3. All leaves with pay except sick or injury leave must be applied for in advance.



## ARTICLE 15 - LEAVE WITHOUT PAY

Section 1. A regular employee may be granted leave without pay for a period not to exceed one (1) year for good and sufficient reasons, which are considered to be in the best interest of the City. The City Council may extend such leave for good and sufficient reason. (For extended leave due to illness, see City of Ottumwa Personnel Policies and Procedures Section 12. Employee Leave Policy)

Section 2. Persons called to serve full time in the Armed Forces of the United States will be considered to be on leave without pay for the duration of such service after the first thirty (30) days of such service in conformity with Section 29A of the Code of Iowa, as amended, and will, upon discharge, be reinstated to their former position or one similar to it without loss of seniority. Application for such reinstatement must be filed within thirty (30) days after discharge from the Armed Forces.

Section 3. No person shall be discriminated against because of military service (including National Guard) requirements.

## ARTICLE 16 - INSURANCE

Section 1. The Employer in this contract shall pay 90 percent of the monthly premium for a Family Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage, dental coverage to be on the employee only, and 90 percent of the monthly premium for a single person Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage.

The Employer shall also provide insurance to the surviving spouse and family of an Employee; said coverage to be subject to the same terms and conditions as active members. All coverage shall cease if surviving spouse remarries or is covered by another insurance program. The City will provide insurance coverage for employee's children in compliance with State and Federal Law.

Section 2. Plan Design: The employees covered by this contract shall be eligible to participate in the health insurance plan design that has been implemented for all other employees of the City.

Section 3. The City will pay the premium required in Section 1 for the first one (1) month following an employee being laid off.

Section 4. The Employer shall pay all expenses for an annual Heart and Lung Examination for each Fire Department employee. Employees have the option of receiving heart and lung tests annually, but all tests are required every three (3) years.

The Heart and Lung exam shall consist of an office visit, lung X-ray, spirometer (PFT), blood screen, and treadmill with EKG. The employees may choose to have their personal doctor administer and review the tests. The City shall receive the results as to whether or not each

employee has sufficiently passed the required tests or receive a doctor's certification that they are able to perform the essential functions of firefighters.

Employees may choose to use their annual Haz-Mat medical tests in lieu of taking duplicate tests for the required Heart and Lung tests. Any additional tests or follow-up that is required, that is not a condition of the heart or lungs, shall be filed with the employee's health insurance policy.

Section 5. The Employer shall provide life insurance for all full-time, regular employees in the amount of their annual base salary rounded up to the nearest \$1,000 during their employment.

Section 6. There shall be no benefit plan changes for year 1 of this contract.

#### ARTICLE 17 - PEHP PLAN

The City agrees to participate in a Post-Employment Health Plan (PEHP) for eligible members of the bargaining unit, effective July 1, 2006, in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The parties hereto designate Nationwide Retirement Solutions to act as the Plan Administrator for the PEHP Plan, or its successors appointed in accordance with the Plan & Trust documents. The City shall contribute to the PEHP Plan on behalf of eligible employees as set forth herein.

#### ARTICLE 18 - PROHIBITIONS

Section 1. No person shall willfully or corruptly make any false statement, certificate or report in regard to any interview, certificate or appointment, or in any manner commit or attempt to commit any fraud preventing the impartial execution of the personnel rules or the fulfillment of this Agreement.

Section 2. No person seeking appointment to or promotion in the City service shall either directly or indirectly give, render, or pay any money, service, or other valuable thing to any person for or on account of, or in connection with his/her appointment, proposed appointment, promotion, or proposed promotion.

Section 3. No City employee shall knowingly and willfully use public facilities for his/her own personal use.

Section 4. Members are required to live within a thirty-mile radius of the Central Fire Station.

Section 5. An employee covered under this Agreement shall not be prohibited from extra employment, commonly known as "moonlighting", so long as said extra employment does not interfere with, hinder, restrict, or adversely affect the employee's duties with the City of Ottumwa, Iowa.



## ARTICLE 19 - GRIEVANCE PROCEDURES

Section 1. The word “grievance” wherever used in this Agreement shall mean any difference between the Employer and the Union, or any employee, or group of employees with regard to the interpretation, application, or violation of any of the terms, provisions, or intent of the Contract Agreement.

Section 2. The purpose of the grievance procedure shall be to settle all grievances between the parties as quickly as possible, so as to insure efficiency and promote the employees’ morale. Should any employee(s) feel a grievance exists, an adjustment shall be sought as set out in Section 3.

### Section 3. Procedure

Step One. A grievance shall be presented in writing, stating the issuance and remedy, to the Fire Chief and the Human Resources Department no later than ten (10) business days after the occurrence upon which the grievance is based. The Fire Chief shall arrange for such meetings, make such investigations as are necessary while attempting to adjust or settle the grievance, and respond in writing within ten (10) business days of receipt of the grievance. If a satisfactory settlement is reached, it shall be final if signed by both parties.

Step Two. If the grievance is not settled in Step One, the grievant may present the grievance in writing to the City Administrator and the Human Resources Director within ten (10) business days of the Fire Chief’s response. The City Administrator shall meet with the grievant within ten (10) business days from the receipt of the grievance, in an attempt to adjust or settle the grievance. The City Administrator shall respond in writing within this period. If an acceptable solution has been found, it shall be final if signed by both parties.

Any matter within the purview and jurisdiction of the Civil Service Commission (Chapter 400) and/or Veterans Preference (Chapter 70) of the Code of Iowa, shall not be grieved further, but the procedures of said Chapters shall apply in lieu thereof.

Step 3. If unresolved after Step Two and the grievance falls outside the jurisdiction and authority of the Civil Service Commission, the grievant can request arbitration and a copy shall be provided to the Human Resources Department.

- 1) The Public Employment Relations Board shall be requested by the grieved party to provide a panel of five (5) grievance arbitrators. One (1) arbitrator shall be chosen by the process of each party striking two (2) names from the list. The first strike shall be determined by a coin toss. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of the hearing.
- 2) Expenses for the arbitrator’s service and the proceedings shall be borne equally by the Employer and Union. However, each party shall be responsible for the compensation of its own representatives and witnesses.

## ARTICLE 20 - MISCELLANEOUS

Section 1. Employer will reimburse the employee for actual cost of any license or permit with the exception of regular driver's license and/or chauffeurs license that the Employer requires of the employee.

Section 2. The City will, at its expense, replace that part of eyeglasses or dentures damaged while the employee was performing their on-the-job duties for the City, except where said damage is recoverable under Workers Compensation or any insurance plan carried by the City. This will apply only if the employee could not have avoided damage. All safety equipment should be worn properly and all safety precautions taken to avoid damage.

Section 3. If the Employer requires an employee to attend any school, meeting or training session, the Employer will pay for the employee's meals, lodging, and transportation costs without any loss in wages by the employee.

Section 4. All rights, privileges and amenities on mandatory subjects of bargaining incident to living conditions at the fire stations enjoyed by the members at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement.

Section 5. The City of Ottumwa shall provide a copy of the contract to each employee.

Section 6. The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting all Fire Department members. It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Department in order to eliminate as much as possible accidents, deaths, injuries and illness in the fire service.

Section 7. Protective devices, turnout equipment such as coats, boots, fire helmets, including uniforms and trousers (excluding undergarments and socks) and equipment necessary to properly protect Fire Fighters shall be provided by the Employer at no cost to the employees and shall apply to applicable standards.

## ARTICLE 21 - MANAGEMENT RIGHTS CLAUSE

It is recognized that, except as expressly stated herein in this Agreement, the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organizations and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and nothing shall diminish management's right as set out in Section 20.7 of the Code of Iowa, as amended, except as herein above expressly stated in this agreement.



## ARTICLE 22 - AMENDMENT

This Agreement may be amended, in writing, upon mutual agreement of the parties hereto and as permitted by law. Appropriate amendment shall be executed by the parties of this Agreement upon appropriate resolution of the Employer.

The parties agree that any change in the Ottumwa Fire Department's delivery of EMS or medical services will require the City and Union to enter into negotiations to establish the appropriate pay under "Exhibit A" of this Contract.

## ARTICLE 23 - HEALTH & SAFETY

The City and Association encourage a healthy lifestyle for all fire department employees and encourage all employees to participate in physical exercise during work shift hours when possible and at a time mutually agreed upon by the employee and the fire chief or designee.

## ARTICLE 24 - SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such a decision, the parties agree to meet within 60 days to negotiate a substitute for the invalid provision.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement effective July 1, 2024, in two (2) original sets, with original signatures on each on this 4 day of June, 2024.

CITY OF OTTUMWA, IOWA

FOR THE EMPLOYER:

By: Richard W. Johnson  
Richard W. Johnson, Mayor

OTTUMWA ASSOCIATION OF  
PROFESSIONAL FIREFIGHTERS  
LOCAL 395 (AFL-CIO-CLC)

FOR THE ASSOCIATION:

By: David Cronin  
David Cronin, President

Date: 1 May 2024

By: Jerry Lemeuse  
Jerry Lemeuse, Vice President

Date: 1-May-2024

By: Troy Pilcher  
Troy Pilcher, Vice President

Date: 14-May 2024

By: Ron Klein  
Ron Klein, Secretary / Treasurer

Date: 1-May 2024

By: Josh Chance  
Josh Chance, Negotiation Team

Date: 1-May 2024

ATTEST: Christina Reinhard  
Christina Reinhard, City Clerk



## EXHIBIT A - HOURLY BASE PAY

Hourly rates shall be based on 2,912 hours per year.

- a. Increases and payroll adjustments are effective the date of the anniversary.
- b. Firefighters promoted to a higher classification will be placed in the step that will allow employees to receive a minimum of 2.5% increase.
- c. If an employee is eligible for a step increase, they will receive the additional step increase upon the anniversary of the date of rank.
- d. Firefighters will remain in their current step until they have completed 12 months of service, they will then advance to the next step
- e. Date of Rank – The day the individual begins receiving pay in their current rank and step.

EMT                      \$1,080 per year - \$90 monthly

July 1, 2024 – June 30, 2025 (5.5% wage adjustment + 3% COLA)

July 1, 2024 - June 30, 2025 - Wage adjustment and COLA						
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Rookie Firefighter	\$17.84					
Firefighter 1 year		\$18.59	\$19.37			
Firefighter 1st Class (three years)				\$20.86	\$21.54	\$22.56
Master Firefighter				\$23.12	\$23.42	\$24.41
Captain				\$25.00	\$25.31	\$26.36
Assistant Fire Chief				\$27.68	\$28.06	\$29.18

July 1, 2025 – June 30, 2026 (4.5% wage adjustment + 3% COLA)

July 1, 2025 - June 30, 2026 - Wage adjustment and COLA						
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Rookie Firefighter	\$19.21					
Firefighter 1 year		\$20.01	\$20.85			
Firefighter 1st Class (three years)				\$22.45	\$23.18	\$24.28
Master Firefighter				\$24.89	\$25.21	\$26.27
Captain				\$26.91	\$27.24	\$28.37
Assistant Fire Chief				\$30.52	\$30.93	\$32.17

July 1, 2026 – June 30, 2027 (2.25% COLA)

July 1, 2026 - June 30, 2027 - 2.25% COLA						
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Rookie Firefighter	\$19.64					
Firefighter 1 year		\$20.46	\$21.32			
Firefighter 1st Class (three years)				\$22.96	\$23.70	\$24.83
Master Firefighter				\$25.45	\$25.77	\$26.86
Captain				\$27.52	\$27.85	\$29.01
Assistant Fire Chief				\$31.20	\$31.63	\$32.90