

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF FORT DODGE

And

FORT DODGE FIREFIGHTERS' ASSOCIATION

JULY 1ST, 2019 - JUNE 30TH, 2022

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ARTICLE 1

PREAMBLE

It is the intent and purpose of the Agreement to promote and insure a spirit of confidence and cooperation between the City of Fort Dodge, Iowa, and the members of the Fort Dodge Fire Department, and to set forth the personnel, compensation, and procedural policies agreed to by the members of the Fort Dodge Fire Department and the City of Fort Dodge. Any Article of this Agreement, paragraph or part thereof, in conflict with the Civil Service laws, the regulations of the State of Iowa governing fire departments, or the Public Employees Relations Act, shall be void and of no force and effect.

ARTICLE 2

RECOGNITION

The principles of Collective Bargaining have brought together representatives of the Fort Dodge Firefighters' Association and representatives of the City of Fort Dodge, Iowa, for the purpose of negotiating personnel practices, conditions of work, and rates of pay for the period effective July 1st, 2019 through June 30th, 2022. The City of Fort Dodge hereby recognizes the duly elected representatives of the Fort Dodge Firefighters' Association as the certified bargaining agent for the purpose of negotiating this Agreement and for the purpose of representing the members of the Fort Dodge Fire Department, to wit: Captains, Fire Marshal / Community Risk Reduction Coordinator, Lieutenants, Lead Fire Mechanic, Assistant Fire Mechanic, Hazardous Materials (HazMat) Coordinator, Master Firefighters, and Firefighters, in all grievances that may arise regarding hours, wages and general working conditions during the effective period of this Agreement. The Parties agree that this agreement shall be opened for negotiation no later than 165 days prior to the certified budget submission date of the City of Fort Dodge, and that during the period from the commencement of the negotiations to 120 days prior to the certified budget submission date, the Parties shall meet and endeavor to reach agreement. After said date, the impasse, mediation and arbitration procedures of the Public Employees Relations Act, Chapter 20, Code of Iowa as amended, shall apply.

ARTICLE 3
RATES OF PAY

Advancement through years of service steps and the grades of classifications recognized as part of this agreement shall be shown in Exhibit "A" attached hereto and made a part hereof.

The rates of pay governing the members of the Fort Dodge Fire Department, effective July 1st, 2019 through June 30th, 2022 shall be as set out in Exhibit "B" attached hereto and made a part hereof.

ARTICLE 4
WORK SCHEDULES

Normal working schedules for the Fort Dodge Fire Department members shall be on the basis of a total of fifty-six (56) hours per week (as by State Civil Service Law). A normal shift day shall be defined as twenty-four consecutive hours commencing at 0700 as noted on the calendar that the member is scheduled to work until 0700 the following morning. Any call-back time shall be based on a rate of one and one-half (1½) time, or at a rate of double time on Sundays and Holidays. A call-back shall be any time an employee is called back to duty outside of their normal work schedule. A minimum of two (2) hours overtime shall apply for all call-backs.

ARTICLE 5
TRAINING

The Fire Department encourages the advancement and enrichment of its employees' professional expertise and technical skills. Training is considered mandatory when it's **required** by the City and/or assigned by the Fire Chief. All expenses related to mandatory training will be paid, time off will be provided, and overtime will be paid when appropriate. Other training approved by the Fire Chief will follow the internal department training standard operating procedures (SOP).

ARTICLE 6
SENIORITY

Seniority among the members of the Fort Dodge Fire Department shall be determined pursuant to Section 400.12 of the Code of Iowa. In the event that a layoff should occur in the Fort Dodge Fire Department, said reduction in employment shall be pursuant to Section 400.28 of the Code of Iowa. Computation of sick leave shall be pursuant to seniority, as herein defined.

ARTICLE 7
CONVENTION DELEGATES

Fort Dodge Fire Department Association, Local 622, may select three members to attend the state of Iowa Professional Firefighters Convention Conference and State Courses and will be granted reasonable leaves **with pay** to attend the same. This refers to professional meetings only.

The City of Fort Dodge shall be responsible for all callback time (at a rate of straight time) as a result of attendance at above mentioned conventions and short courses.

The International Association of Firefighters, Local 622, may select one member to attend the National Convention of the International Association of Firefighters, AFL-CIO, and one member to attend the State AFL-CIO Convention at their own cost provided that one month's written notice is given to the Fire Chief and that such attendance will not disrupt departmental operations or create unnecessary overtime.

ARTICLE 8
VACATION

All members of the Fort Dodge Fire Department will be granted vacation with pay on the following basis:

Vacation Amount per Year	Total Hours	Earned Per Regular Hour Paid Each Pay Period	Earned Each Pay Period
One week after one year's service.	72	0.0247	2.7692
Two weeks after two years' service.	144	0.0495	5.5385
Three weeks after six years' service.	216	0.0742	8.3077
Four weeks after ten years' service.	288	0.0989	11.0769
Five weeks after fourteen years' service.	360	0.1236	13.8462

All members will be entitled to take vacation periods for the same year as his/her anniversary date falls. A week of vacation equals three (3) twenty-four (24) hour shifts. A member's service shall be measured as of his/her anniversary date of appointment to the Fort Dodge Fire Department. (The choice of a member's vacation shall be granted in accordance with the Fire Department seniority, as

defined by said Association and in conformity with departmental rules.) No employee shall be called for duty during vacation except in an emergency declared by the Fire Chief or the City Council.

When a bargaining unit member misses vacation/holidays due to an on the job injury the member shall be granted vacation/holiday in the following manner:

1. The member shall receive equivalent time in later days during the same calendar year.
2. An equivalent number of hours may be carried over in to the next year to be signed after the shift vacation/holiday calendar has been completed.

The bargaining unit member shall work with the chief to choose one (1) or a combination of the above alternatives upon return to duty.

ARTICLE 9

HOLIDAYS

Members of the Fort Dodge Fire Department shall receive nine (9) twenty-four (24) hour shifts off per year in lieu of the nine (9) recognized Holidays, and these are to be taken consecutively, all with one (1) block of six (6) and three (3) single selections. All legal Holidays constitute the following:

- (a) New Year's
- (b) Presidents' Day
- (c) Decoration Day
- (d) Fourth of July
- (e) Labor Day
- (f) Veteran's Day
- (g) Thanksgiving
- (h) Christmas
- (i) Christmas Eve and New Year's Eve (from 1200 to 0700 hours, or noon to 7:00 a.m., on that shift).

All Holidays except (i) shall be considered a regular twenty-four (24) hour shift as defined in Article 4. In the event the Holiday falls on a Saturday or Sunday, that day shall be considered

the day of the holiday.

Any member who does not use any sick days during the calendar year will receive one (1) floating Holiday, equivalent to one (1) regular work day, to be used during the following calendar year at the discretion of the officer in charge and will be granted on a first come, first serve basis.

In the event of an involuntary transfer in the course of the calendar year, those members being transferred will be granted the same time off (vacation/holiday) or as close thereto as is possible on the shift they are transferred to as previously scheduled on the shift they were transferred from.

ARTICLE 10

SICK LEAVE

All Fire Department members of the City of Fort Dodge, as hereinabove set out and classified, shall receive full pay when absent due to their own illness or injury (not job-related) based on the following sick leave accruals:

	Sick Accrual (Days)	Hours	Accrual Per Hour Paid	Accrual Per Pay Period
At Hire	13	312	0.1071	12.0000
After 1 year	21	504	0.1731	19.3846
After 5 years	36	864	0.2967	33.2308
After 9 years	51	1224	0.4203	47.0769

With the transition to this type of accrual system the actual amount of sick leave available to members to use as of June 30, 2019 will roll over. This means 50% of the sick leave on the books will transfer from the old two (2) days leave for one twenty-four (24) hour shift sick use system, up to one hundred fifty (150) days, which is thirty-six hundred (3600) hours. Accumulated sick leave shall not exceed one hundred fifty (150) days or thirty-six hundred (3600) hours. If an injury or illness is, or may be, long-term please refer to the City's FMLA policy.

It shall be the responsibility of each member of the Fire Department seeking sick leave to notify the Shift Captain or the Officer in charge. Each member of the Fire Department who is injured on the job shall make a report of the accident to the officer in charge of the shift.

If the member has exhausted their seventy-two (72) hours of family illness leave, they may use sick leave up to a maximum of five (5) shift days, one hundred twenty (120) hours, per calendar year to care for their immediate family member.

ARTICLE 11
LEAVE FOR SERIOUS ILLNESS OR
DEATH IN FAMILY

In case of death in a member's immediate family, said employee shall be allowed up to five (5) days off from work, either at the time of death or at the time of the funeral, without loss of pay. When an employee is called to serve as a pallbearer, he shall receive pay for the reasonable time lost. Any other time off for funerals shall be allowed at the discretion of the Chief or officer in charge of the shift.

The immediate family shall include spouse, children, parents, current spouse's parents, or any other person legally declared a dependent under I.R.S. rules.

The employee shall be allowed a reasonable amount of time up to three days at the time of death or funeral, without loss of pay, in the following cases: step-parents, siblings, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, step-brother or step-sister if the employee desires to be with the family or attend the funeral.

An excused absence with pay, not to be taken from sick leave, to a maximum of three (3) twenty-four (24) shift days per year, shall be granted to each employee for any of the following:

1. at the time of birth of his/her child; or
2. for the needs directly related to the adoption of his/her child, to include foster care; or
3. due to serious illness as defined in the provisions of the Family Medical Leave Act (FMLA) of 1993 and the City's FMLA policy, in the immediate family.

The City shall comply with the provisions of the Family and Medical Leave Act (FMLA) of 1993 and the City's FMLA policy. Absences of greater than three (3) consecutive days or continued re-occurrence of illness or injury shall be considered for FMLA eligibility.

The word "day" in this Article denotes calendar day as follows: the three (3) or five (5) day period of calendar days shall commence at 7:00 a.m. on the day of either occurrence and shall expire either three or five consecutive twenty-four hour periods from that date and the three (3) or five (5) consecutive twenty-four hour periods shall include the day of occurrence. Proper notification shall be given to the Chief or officer in charge of the shift.

ARTICLE 12

INSURANCE

The City shall provide two health insurance plans that employees may select from. The selection of plan A or plan B is at the option of the employee. Employees who fail to make an affirmative choice during the open enrollment period shall be determined to have chosen plan A for the purposes of selecting a health plan option. Open enrollment will generally take place between the dates of October 15th and November 15th of each plan year.

Plan A

Plan A is a high deductible health plan (HDHP) with a health savings account. This insurance will have a deductible of \$2500 for single coverage and \$5000 for family coverage. Maximum out of pocket for single is \$2500 and for family \$5000. The City will contribute one half of the deductible amount to a health savings account for each employee who participates in a high deductible health plan. This contribution will occur quarterly with one-fourth of the contribution to be made each quarter. Employees may make a contribution to the HSA in addition to the employers contribution to a maximum of that portion of the deductible not provided for by the employer for either the single or family coverage selection.

Plan B

Plan B is a traditional insurance plan. Said insurance shall include 80/20 co-insurance, \$500/\$1000 deductible, \$1000/\$2000 maximum out of pocket and Rx drug provision of \$5 generic, \$20 brand name and \$85 specialty drug co pays. Employees shall contribute 8% of the premium cost of this insurance plan on a pre-tax basis. Employees in this plan only are eligible for reimbursement of 80% of the \$500/\$1000 deductible upon presentation of proper documentation that such deductible has been paid. The hospital, medical and major medical benefits in effect on January

1st, 2014 will remain in effect throughout the term of this agreement as long as the provisions of Alliance Select or a similar such program are followed.

The City agrees to pay the premium cost at a maximum cost of the rates effective on those dates of dental insurance for the employees and his dependents.

The City agrees to provide \$20,000 in group term life insurance to each member of the bargaining unit.

ARTICLE 13

LEAVE OF ABSENCE

All members of the Fort Dodge Fire Department may be granted leave of absence without pay providing the leave of absence shall not be used for the purpose of securing or accepting remunerative employment elsewhere. Leave of absence shall be limited to ninety (90) days, without further approval of the City Council.

ARTICLE 14

GRIEVANCE PROCEDURE

The term grievance shall mean a dispute between the parties as it relates to the terms of this agreement only and shall exclude any and all items accepted for appeal and decision by the Civil Service Commission. A reasonable amount of time will be allowed for investigation and preparation of grievances consistent with public safety. Members of the Grievance Committee may meet with representatives of the City for the purpose of resolving said grievances during duty hours.

Grievance shall be handled in the following manner:

- (a) The grievance must be brought to the attention of the Chief or Assistant Chief within five (5) days of discovery of its alleged occurrence. Grievances and all responses shall be in written form.
- (b) The Chief shall have five (5) days in which to answer the grievance.
- (c) The aggrieved party may appeal the decision in Step (b) to a City Management Committee consisting of the Human Resource Director, City Manager and Fire Chief. This must be done in writing within five (5) days after the Chief has given his response.
- (d) The Management Committee will have five (5) days in which to answer the grievance.

- (e) If the grievance has not been resolved after step (d), either party must notify the other of their intent to request the Federal Mediation and Conciliation Service to appoint a Mediator. This notification and request must occur within ten (10) days of when the Union receives the Management Committee's response.
- (f) If the grievance has not been resolved after Step (e), the aggrieved party may within ten (10) days request a list of arbitrators for the purpose of binding arbitration as prescribed in the Iowa Public Employment Relations Act.
- (g) The time limits specified in the grievance procedure shall exclude Saturdays, Sundays and observed holidays.

The time limits hereinabove are to be strictly construed and each party will make every effort to settle the grievance equitably at each step.

ARTICLE 15

UNIFORMS

The City shall provide each new firefighter with the following essential uniform items plus a \$100 boot allowance:

FIREFIGHTER STARTER KIT

STATION WEAR ITEM	QUANTITY
Pants	3
Shorts	3
Short Sleeve Polo	3
Short Sleeve T-Shirt	3
1/4 Zip Job Shirts	1
Belt	1

The City shall grant each firefighter who is actively working an annual uniform allowance of \$500 to purchase and maintain their uniforms, paid on or before July 30 of each year. These funds shall be used to purchase approved uniform items or to "patch-over" existing items so they are in good

repair and meet the approved uniform item criteria. Actively working means the member is not on a paid or unpaid FMLA qualifying leave of absence for his/her own medical condition. When the member returns to regular duty after an FMLA qualifying leave of absence, that member shall be provided the full annual uniform allowance. If a member is unable to return to regular duty after an FMLA qualifying leave of absence, the uniform allowance will not be provided because that member is no longer expected to wear a uniform.

If the Firefighter leaves the service of the City prior to completion of his/her probationary period, all items issued upon hire shall be returned to the department. His/her boot allowance shall be prorated and if he/she has received more than his/her prorated share, the excess shall be withheld from his/her final pay.

The City agrees to pay for watches and prescription lens and contact lens, which are damaged in the line of duty, on the job. Repairs will not exceed \$25.00 for watches and \$30.00 for eyeglass frames. Prescription lens and contact lenses will be paid for in total. The eye examination will not be paid unless the examination is necessary due to the nature of the accident.

ARTICLE 16

TRADITIONAL PRIVILEGES

All traditional department privileges shall be retained, and are as follows:

- (a) Coffee break in the morning.
- (b) Use of Fire Department tools (part of which paid by house fund).
- (c) Work on own autos and other of own equipment in free time.
- (d) Have magazines, T.V., pool table, etc.
- (e) Outside telephone.
- (f) Union meetings at Fire Station.
- (g) Normal lunch period 11:00 A.M. to 1:00 P.M.
- (h) With advanced written approval from the Officer in charge, a member may exchange/trade shifts or hours provided such action does not result in any additional cost to the City.

ARTICLE 17
PHYSICAL EXAMINATIONS

The City of Fort Dodge shall provide physical examinations for all Fire Department members every two (2) years and a schedule shall be set up with one-half the Department members taking physical each year. Tetanus and booster shots shall be given to members of the Fort Dodge Fire Department periodically, as the City Physician may dictate. The City of Fort Dodge shall provide electrocardiograms to members of the Fort Dodge Fire Department, upon the recommendation of the physician.

A hepatitis immunization program shall be made available to all employees at no cost.

A copy of the results of said physical examination and medical procedures paid for by the City shall be provided to the City Human Resource Director for inclusion in the employee's personnel file. Any changes in levels or deviations from the existing exercise program, including any future evaluations shall start with a complete physical examination paid for by the City. This examination shall determine such health related components as cardiovascular fitness, muscular strength, body composition and flexibility.

ARTICLE 18
WELLNESS AND FITNESS

The Wellness Guidelines established by the Municipal Fire and Police Retirement System of Iowa shall form the basis for a holistic wellness program. In an effort to encourage and support regular exercise for physical fitness, the City shall establish a wellness fund wherein a contribution to that fund will be made by the City of \$100 per member on a fiscal year basis. This fund is to provide for equipment to enable fire fighters to maintain fitness for the performance of duties, reduction of injuries and improve the overall health and wellness of employees. Receipts showing proof of equipment purchases shall be submitted to the City to initiate the reimbursement process. The purchase does not have to occur within the same fiscal year as the reimbursement is made.

ARTICLE 19
SEPARATION AGREEMENT

Upon notification of separation of service from the Fort Dodge Fire Department on service or disability retirement a member will be entitled to pay for his/her unused vacation period, prorated

vacation period and Holiday period and sixty percent (60%) of their accumulated sick leave up to a maximum of seven hundred and twenty (720) hours. The accumulated sick leave, not to exceed seven hundred and twenty (720) hours, and half (50%) of the vacation shall be placed in a retirement health savings account for medical expenses. The other half (50%) of the vacation and any remaining accrued holiday and comp (FLSA) time shall be paid out with the last paycheck.

This benefit shall be paid according to the following formula:

Sick Leave: # of hours times the forty (40) hour pay rate equals the total dollar amount.

Holidays/Vacation: # of hours times the fifty-six (56) hour rate equals the total dollar amount.

In the event of the death of a member of the Association covered by this agreement his/her estate will be paid his unused accrued vacation.

The definition of retirement shall be construed pursuant to Chapters 400 and 411 of the Code of Iowa.

ARTICLE 20

MASTER FIREFIGHTER

All Firefighters shall advance to the grade of Master Firefighter after ten (10) years continuous service.

ARTICLE 21

FIRE MARSHAL / COMMUNITY RISK REDUCTION COORDINATOR

a) WORK SCHEDULES

The normal work week for the Fire Marshal/Community Risk Reduction Coordinator shall consist of a forty (40) hour per week schedule consisting of five (5) consecutive eight (8) hour days on duty Monday through Friday, however the normal schedule may be changed to accommodate the workload with the Fire Chief's approval (e.g. Council meetings, inspections, education/outreach events, training, etc.).

b) OVERTIME

Hours actually worked in excess of forty (40) in the workweek shall be paid time and one-half. Any callback time shall be based on a rate of one and one-half (1½) time, or at a rate of double time on Sundays and Holidays. A minimum of two (2) hours overtime shall apply for all callbacks.

c) VACATION

The number of weeks of vacation leave with pay based on years of service shall be equivalent to that of other members, per Article 8, however it will be based on a forty (40) hour workweek. Vacation leave requests shall be coordinated in advance with the Fire Chief's approval.

Vacation leave will accrue as follows.

Vacation Amount per Year	Total Hours	Earned Per Regular Hour Paid Each Pay Period	Earned Each Pay Period
One week after one year's service.	40	0.0192	1.5385
Two weeks after two years' service.	80	0.0385	3.0769
Three weeks after six years' service.	120	0.0577	4.6154
Four weeks after ten years' service.	160	0.0769	6.1538
Five weeks after fourteen years' service.	200	0.0962	7.6923

d) HOLIDAYS

- 1) Seventy-two (72) holiday hours shall be granted per year for nine (9) recognized holidays at the rate of pay in effect at the time of the holiday. The nine (9) recognized holidays are listed in Article 9.
- 2) A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.
- 3) Any member who does not use any sick days during the calendar year will receive one (1) floating holiday, equivalent to one (1) regular eight (8) hour work day, to be used during the following calendar year at the discretion of the Fire Chief.

e) SICK LEAVE

- 1) The amount of sick leave with pay based on years of service shall be equivalent to that of other members, per Article 10, however it will be based on a forty (40) hour workweek.

f) LEAVE FOR SERIOUS ILLNESS OR DEATH IN FAMILY

Leave shall be provided per Article 11, however instead of "day" meaning a twenty-four (24) hour shift day, "day" will be an eight (8) hour work day.

ARTICLE 22

CITY, FIRE ASSOCIATED BUSINESS

Members of the Fort Dodge Firefighters' Association Wage Committee may meet with the designated representatives of the City for the purpose of negotiations, mediation, fact-finding and arbitration during duty hours and such reasonable time as necessary for preparation and evaluation of the aforementioned during duty hours, not inconsistent with public safety. No more than two (2) from any shift on duty may attend wage meetings.

ARTICLE 23

SAFETY COMMITTEE

Effective July 1, 1981, there will be a joint departmental committee established which shall consist of three (3) representatives who are selected by the Fort Dodge Firefighters' Association and two (2) City representatives who are selected by the City Human Resource Director. A City representative shall serve as Chairman of the Committee. The Committee will meet once every three (3) months at a mutually agreeable time and place to review and discuss various safety items directly relevant to the promotion of departmental efficiency through accident prevention and to review any accident report. Time spent at the Committee meetings shall not be considered a callback. Minutes of the meetings will be kept and will be maintained by the Chairman who will make a copy of these minutes available to any current Committee member on request.

ARTICLE 24

OUT OF RANK PAY

- A) In the event an employee is assigned to work in a higher classification and temporarily assumes the responsibilities of an officer, in the capacity of lieutenant or captain, for a period of at least twelve (12) full consecutive shift days, or per Iowa Code, whichever is least, the employee shall be paid at the grade of the higher classification. The step will be determined in accordance with the Fort Dodge Municipal Code Section 2.72.060 Promotions and Transfers.

B) If the Fire Chief, or his/her designee, determines there is an immediate need to temporarily fill a vacancy for mechanic, an employee shall be chosen to fill that vacancy by the Fire Chief, or his/her designee, and the Lead Mechanic based on that member's mechanical skills and qualifications. The employee shall be paid at a Grade 23 for hours worked as an Assistant Mechanic.

ARTICLE 25
SUPPLEMENTAL PAY

Section 1. Court Time.

Any member called back to testify in court on fire department business during non-scheduled work time shall be compensated in accordance with call-back procedures at time and one-half for the hours spent while in court testifying or waiting to testify. The Chief must be notified of all court time appearances.

Section 2. Certification Pay

Certification pay shall be provided to employees who receive and maintain the following certifications. This additional pay shall be added to the employee's regular hourly rate of pay, based on their regular workweek.

- a) ARFF: Each employee who is trained in ARRF and assigned ARFF duties by the Chief shall receive \$25 per month. Assignments shall be limited to a maximum of nine (9) during each calendar year.
- b) HazMat: Each employee who receives OSHA Hazardous Material Technician certification and is assigned by the Chief to the HazMat Team shall receive \$100 per month.
- c) Paramedic: Each employee who is an Iowa certified paramedic and maintains this certification as a paramedic shall receive \$1.05 in addition to their regular hourly rate of pay.

Certification Pay	Workweek Hours	Pay Per Month	Additional Pay Per Hour
ARFF	56	\$25	\$0.10
	40		\$0.14
HazMat	56	\$100	\$0.41
	40		\$0.58
Paramedic	56	\$255	\$1.05
	40	\$182	\$1.05

ARTICLE 26

EDUCATION PROGRAM

The City of Fort Dodge believes that a well educated workforce has the ability to provide a higher level of service to the customers it serves. Employees who are on active duty status may be allowed to attend class at ICCC or other local educational institutions for the purpose of increasing their level of education. Employees must be able to leave class should a dispatched call necessitate them leaving the classroom. Employees will be encouraged to use a City vehicle to attend classes so as to be able to most effectively respond to a dispatched call.

ARTICLE 27

LABOR MANAGEMENT MEETINGS

- A) In an effort to maintain a healthy and harmonious working climate, this group agrees to establish Labor/Management meetings. This provides a forum to discuss issues and concerns in a non-threatening environment using data as the basis for our decision making to resolve issues and concerns in a timely manner, while enhancing and strengthening the relationship amongst all parties.
- B) The meetings shall be scheduled at least once per quarter, during regular working hours. No overtime shall be allowed for these meetings.
- C) There will be no more than five (5) employee representatives from the Union allowed to attend these quarterly meetings. No more than five (5) management representatives will attend the meetings.
- D) The group will establish ground rules for effective meetings, identify issues and/or concerns to be placed on the agenda, state desired outcomes, and work diligently to solve problems.

ARTICLE 28

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 29

TERM OF AGREEMENT

- A) The above agreement hereinabove set out shall remain in full force and effect from July 1st, 2019 through June 30th, 2022.
- B) The Parties agree that sections pertaining to insurance and wages of this agreement shall be reopened to negotiations for fiscal year commencing July 1, 2021 as set out in Chapter 20 Code of Iowa, as amended, if under PPACA (Patient Protection & Affordable Care Act) the Cadillac Plan tax applies to the Employer or major changes in insurance coverage's or premiums are experienced and shall apply if mutually agreeable impasse procedures have not been adopted.
- C) This Agreement entered into this 11th day of March, 2019 by and between the undersigned City of Fort Dodge and the Fort Dodge Firefighters' Association Wage and Negotiation Committee.

City of Fort Dodge

Fort Dodge Firefighters' Association
Wage and Negotiation Committee

By:



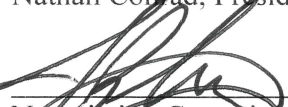
David Fierke, City Manager



Nathan Conrad, President, Local 622



Jamie Anderson
Human Resources Director



Negotiation Committee Member **JASON REYNOLDS**



Steve Hergenreter, Fire Chief



Negotiation Committee Member **ERIC CONELL**


Attest:



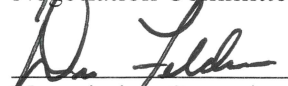
Jeff Nemmers, City Clerk



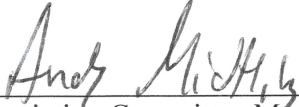
Negotiation Committee Member **BEN WAYNAR**



Negotiation Committee Member **NICK CARLSON**



Negotiation Committee Member **DENNIS FELDMANN**


Negotiation Committee Member **ANDY MIDTLING**

Approved as to legal form:


Mark Crimmins, City Attorney

Negotiation Committee Member

EXHIBIT "A"

Probationary Firefighter19/A

Firefighter 19/B-E

Master Firefighter21/D-E

Hazardous Materials (Haz Mat) Coordinator..... .23

Assistant Fire Mechanic.....23

Lead Fire Mechanic24

Lieutenant24

Fire Marshal / Community Risk Reduction Coordinator.....25

Captain25

Advancement through the steps in each pay grade shall be as set out in Exhibit "A."

All firefighters shall advance through the steps according to the following table:

Starting Grade and Step19A

After 1 year of service..... 19B

After 3 years of service 19C

After 6 years of service19D

After 8 years of service 19E

After 10 years of service21D

After 13 years of service 21E

Bi-W Calcs Based on a 112 Hr. Pay Period
 Annual Calcs Based on 2912 Hrs./Yr.

FIRE Union
7/1/2019

EXHIBIT "B"

+1.25%

SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)

Grade		A	B	C	D	E
19	Annual	\$46,086.19	\$48,408.92	\$50,756.78	\$53,291.84	\$55,922.11
	Bi-weekly	\$1,772.55	\$1,861.88	\$1,952.18	\$2,049.69	\$2,150.85
	8 Hour	\$22.16	\$23.27	\$24.40	\$25.62	\$26.89
	Hourly	\$15.83	\$16.62	\$17.43	\$18.30	\$19.20
20	Annual	\$47,690.88	\$50,026.78	\$52,527.25	\$55,092.62	\$57,826.22
	Bi-weekly	\$1,834.26	\$1,924.11	\$2,020.28	\$2,118.95	\$2,224.09
	8 Hour	\$22.93	\$24.05	\$25.25	\$26.49	\$27.80
	Hourly	\$16.38	\$17.18	\$18.04	\$18.92	\$19.86
21	Annual	\$50,026.78	\$52,527.25	\$55,092.62	\$58,988.17	\$65,001.04
	Bi-weekly	\$1,924.11	\$2,020.28	\$2,118.95	\$2,268.78	\$2,500.04
	8 Hour	\$24.05	\$25.25	\$26.49	\$28.36	\$31.25
	Hourly	\$17.18	\$18.04	\$18.92	\$20.26	\$22.32
22	Annual	\$52,527.25	\$55,092.62	\$57,850.31	\$60,706.21	\$63,725.04
	Bi-weekly	\$2,020.28	\$2,118.95	\$2,225.01	\$2,334.85	\$2,450.96
	8 Hour	\$25.25	\$26.49	\$27.81	\$29.19	\$30.64
	Hourly	\$18.04	\$18.92	\$19.87	\$20.85	\$21.88
23	Annual	\$55,505.82	\$58,259.92	\$61,183.51	\$64,234.20	\$67,553.05
	Bi-weekly	\$2,134.84	\$2,240.77	\$2,353.21	\$2,470.55	\$2,598.19
	8 Hour	\$26.69	\$28.01	\$29.42	\$30.88	\$32.48
	Hourly	\$19.06	\$20.01	\$21.01	\$22.06	\$23.20
24	Annual	\$58,259.92	\$61,183.51	\$64,257.78	\$67,553.05	\$70,886.43
	Bi-weekly	\$2,240.77	\$2,353.21	\$2,471.45	\$2,598.19	\$2,726.40
	8 Hour	\$28.01	\$29.42	\$30.89	\$32.48	\$34.08
	Hourly	\$20.01	\$21.01	\$22.07	\$23.20	\$24.34
25	Annual	\$61,183.51	\$64,257.78	\$67,553.05	\$70,886.43	\$74,473.11
	Bi-weekly	\$2,353.21	\$2,471.45	\$2,598.19	\$2,726.40	\$2,864.35
	8 Hour	\$29.42	\$30.89	\$32.48	\$34.08	\$35.80
	Hourly	\$21.01	\$22.07	\$23.20	\$24.34	\$25.57

Bi-W Calcs Based on a 112 Hr. Pay Period
 Annual Calcs Based on 2912 Hrs./Yr.

FIRE Union
1/1/2020

EXHIBIT "B"

+1.25%

SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)

Grade		A	B	C	D	E
19	Annual	\$46,662.26	\$49,014.03	\$51,391.24	\$53,957.99	\$56,621.13
	Bi-weekly	\$1,794.70	\$1,885.16	\$1,976.59	\$2,075.31	\$2,177.74
	8 Hour	\$22.43	\$23.56	\$24.71	\$25.94	\$27.22
	Hourly	\$16.02	\$16.83	\$17.65	\$18.53	\$19.44
20	Annual	\$48,287.01	\$50,652.12	\$53,183.85	\$55,781.27	\$58,549.05
	Bi-weekly	\$1,857.19	\$1,948.16	\$2,045.53	\$2,145.43	\$2,251.89
	8 Hour	\$23.21	\$24.35	\$25.57	\$26.82	\$28.15
	Hourly	\$16.58	\$17.39	\$18.26	\$19.16	\$20.11
21	Annual	\$50,652.12	\$53,183.85	\$55,781.27	\$59,725.52	\$65,813.56
	Bi-weekly	\$1,948.16	\$2,045.53	\$2,145.43	\$2,297.14	\$2,531.29
	8 Hour	\$24.35	\$25.57	\$26.82	\$28.71	\$31.64
	Hourly	\$17.39	\$18.26	\$19.16	\$20.51	\$22.60
22	Annual	\$53,183.85	\$55,781.27	\$58,573.44	\$61,465.04	\$64,521.60
	Bi-weekly	\$2,045.53	\$2,145.43	\$2,252.82	\$2,364.04	\$2,481.60
	8 Hour	\$25.57	\$26.82	\$28.16	\$29.55	\$31.02
	Hourly	\$18.26	\$19.16	\$20.11	\$21.11	\$22.16
23	Annual	\$56,199.64	\$58,988.17	\$61,948.31	\$65,037.13	\$68,397.46
	Bi-weekly	\$2,161.52	\$2,268.78	\$2,382.63	\$2,501.43	\$2,630.67
	8 Hour	\$27.02	\$28.36	\$29.78	\$31.27	\$32.88
	Hourly	\$19.30	\$20.26	\$21.27	\$22.33	\$23.49
24	Annual	\$58,988.17	\$61,948.31	\$65,061.00	\$68,397.46	\$71,772.51
	Bi-weekly	\$2,268.78	\$2,382.63	\$2,502.35	\$2,630.67	\$2,760.48
	8 Hour	\$28.36	\$29.78	\$31.28	\$32.88	\$34.51
	Hourly	\$20.26	\$21.27	\$22.34	\$23.49	\$24.65
25	Annual	\$61,948.31	\$65,061.00	\$68,397.46	\$71,772.51	\$75,404.03
	Bi-weekly	\$2,382.63	\$2,502.35	\$2,630.67	\$2,760.48	\$2,900.15
	8 Hour	\$29.78	\$31.28	\$32.88	\$34.51	\$36.25
	Hourly	\$21.27	\$22.34	\$23.49	\$24.65	\$25.89

Bi-W Calcs Based on a 112 Hr. Pay Period
 Annual Calcs Based on 2912 Hrs./Yr.

FIRE Union
7/1/2020

EXHIBIT "B"

+1.5%

SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)

Grade		A	B	C	D	E
19	Annual	\$47,362.20	\$49,749.24	\$52,162.11	\$54,767.36	\$57,470.45
	Bi-weekly	\$1,821.62	\$1,913.43	\$2,006.23	\$2,106.44	\$2,210.40
	8 Hour	\$22.77	\$23.92	\$25.08	\$26.33	\$27.63
	Hourly	\$16.26	\$17.08	\$17.91	\$18.81	\$19.74
20	Annual	\$49,011.32	\$51,411.90	\$53,981.60	\$56,617.99	\$59,427.29
	Bi-weekly	\$1,885.05	\$1,977.38	\$2,076.22	\$2,177.62	\$2,285.66
	8 Hour	\$23.56	\$24.72	\$25.95	\$27.22	\$28.57
	Hourly	\$16.83	\$17.66	\$18.54	\$19.44	\$20.41
21	Annual	\$51,411.90	\$53,981.60	\$56,617.99	\$60,621.40	\$66,800.76
	Bi-weekly	\$1,977.38	\$2,076.22	\$2,177.62	\$2,331.59	\$2,569.26
	8 Hour	\$24.72	\$25.95	\$27.22	\$29.14	\$32.12
	Hourly	\$17.66	\$18.54	\$19.44	\$20.82	\$22.94
22	Annual	\$53,981.60	\$56,617.99	\$59,452.04	\$62,387.01	\$65,489.43
	Bi-weekly	\$2,076.22	\$2,177.62	\$2,286.62	\$2,399.50	\$2,518.82
	8 Hour	\$25.95	\$27.22	\$28.58	\$29.99	\$31.49
	Hourly	\$18.54	\$19.44	\$20.42	\$21.42	\$22.49
23	Annual	\$57,042.63	\$59,872.99	\$62,877.53	\$66,012.69	\$69,423.42
	Bi-weekly	\$2,193.95	\$2,302.81	\$2,418.37	\$2,538.95	\$2,670.13
	8 Hour	\$27.42	\$28.79	\$30.23	\$31.74	\$33.38
	Hourly	\$19.59	\$20.56	\$21.59	\$22.67	\$23.84
24	Annual	\$59,872.99	\$62,877.53	\$66,036.91	\$69,423.42	\$72,849.10
	Bi-weekly	\$2,302.81	\$2,418.37	\$2,539.88	\$2,670.13	\$2,801.89
	8 Hour	\$28.79	\$30.23	\$31.75	\$33.38	\$35.02
	Hourly	\$20.56	\$21.59	\$22.68	\$23.84	\$25.02
25	Annual	\$62,877.53	\$66,036.91	\$69,423.42	\$72,849.10	\$76,535.09
	Bi-weekly	\$2,418.37	\$2,539.88	\$2,670.13	\$2,801.89	\$2,943.66
	8 Hour	\$30.23	\$31.75	\$33.38	\$35.02	\$36.80
	Hourly	\$21.59	\$22.68	\$23.84	\$25.02	\$26.28

Bi-W Calcs Based on a 112 Hr. Pay Period
 Annual Calcs Based on 2912 Hrs./Yr.

FIRE Union
1/1/2021

EXHIBIT "B"

+1.5%

SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)

Grade		A	B	C	D	E
19	Annual	\$48,072.63	\$50,495.48	\$52,944.54	\$55,588.87	\$58,332.51
	Bi-weekly	\$1,848.95	\$1,942.13	\$2,036.33	\$2,138.03	\$2,243.56
	8 Hour	\$23.11	\$24.28	\$25.45	\$26.73	\$28.04
	Hourly	\$16.51	\$17.34	\$18.18	\$19.09	\$20.03
20	Annual	\$49,746.49	\$52,183.08	\$54,791.33	\$57,467.26	\$60,318.70
	Bi-weekly	\$1,913.33	\$2,007.04	\$2,107.36	\$2,210.28	\$2,319.95
	8 Hour	\$23.92	\$25.09	\$26.34	\$27.63	\$29.00
	Hourly	\$17.08	\$17.92	\$18.82	\$19.73	\$20.71
21	Annual	\$52,183.08	\$54,791.33	\$57,467.26	\$61,530.72	\$67,802.77
	Bi-weekly	\$2,007.04	\$2,107.36	\$2,210.28	\$2,366.57	\$2,607.80
	8 Hour	\$25.09	\$26.34	\$27.63	\$29.58	\$32.60
	Hourly	\$17.92	\$18.82	\$19.73	\$21.13	\$23.28
22	Annual	\$54,791.33	\$57,467.26	\$60,343.82	\$63,322.82	\$66,471.77
	Bi-weekly	\$2,107.36	\$2,210.28	\$2,320.92	\$2,435.49	\$2,556.61
	8 Hour	\$26.34	\$27.63	\$29.01	\$30.44	\$31.96
	Hourly	\$18.82	\$19.73	\$20.72	\$21.75	\$22.83
23	Annual	\$57,898.27	\$60,771.08	\$63,820.69	\$67,002.88	\$70,464.77
	Bi-weekly	\$2,226.86	\$2,337.35	\$2,454.64	\$2,577.03	\$2,710.18
	8 Hour	\$27.84	\$29.22	\$30.68	\$32.21	\$33.88
	Hourly	\$19.88	\$20.87	\$21.92	\$23.01	\$24.20
24	Annual	\$60,771.08	\$63,820.69	\$67,027.47	\$70,464.77	\$73,941.84
	Bi-weekly	\$2,337.35	\$2,454.64	\$2,577.98	\$2,710.18	\$2,843.92
	8 Hour	\$29.22	\$30.68	\$32.22	\$33.88	\$35.55
	Hourly	\$20.87	\$21.92	\$23.02	\$24.20	\$25.39
25	Annual	\$63,820.69	\$67,027.47	\$70,464.77	\$73,941.84	\$77,683.11
	Bi-weekly	\$2,454.64	\$2,577.98	\$2,710.18	\$2,843.92	\$2,987.81
	8 Hour	\$30.68	\$32.22	\$33.88	\$35.55	\$37.35
	Hourly	\$21.92	\$23.02	\$24.20	\$25.39	\$26.68

Bi-W Calcs Based on a 112 Hr. Pay Period
 Annual Calcs Based on 2912 Hrs./Yr.

FIRE Union
7/1/2021

EXHIBIT "B"

+1.5%

SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)

Grade		A	B	C	D	E
19	Annual	\$48,793.72	\$51,252.91	\$53,738.70	\$56,422.71	\$59,207.49
	Bi-weekly	\$1,876.68	\$1,971.27	\$2,066.87	\$2,170.10	\$2,277.21
	8 Hour	\$23.46	\$24.64	\$25.84	\$27.13	\$28.47
	Hourly	\$16.76	\$17.60	\$18.45	\$19.38	\$20.33
20	Annual	\$50,492.68	\$52,965.83	\$55,613.20	\$58,329.27	\$61,223.48
	Bi-weekly	\$1,942.03	\$2,037.15	\$2,138.97	\$2,243.43	\$2,354.75
	8 Hour	\$24.28	\$25.46	\$26.74	\$28.04	\$29.43
	Hourly	\$17.34	\$18.19	\$19.10	\$20.03	\$21.02
21	Annual	\$52,965.83	\$55,613.20	\$58,329.27	\$62,453.69	\$68,819.81
	Bi-weekly	\$2,037.15	\$2,138.97	\$2,243.43	\$2,402.06	\$2,646.92
	8 Hour	\$25.46	\$26.74	\$28.04	\$30.03	\$33.09
	Hourly	\$18.19	\$19.10	\$20.03	\$21.45	\$23.63
22	Annual	\$55,613.20	\$58,329.27	\$61,248.98	\$64,272.66	\$67,468.84
	Bi-weekly	\$2,138.97	\$2,243.43	\$2,355.73	\$2,472.03	\$2,594.96
	8 Hour	\$26.74	\$28.04	\$29.45	\$30.90	\$32.44
	Hourly	\$19.10	\$20.03	\$21.03	\$22.07	\$23.17
23	Annual	\$58,766.75	\$61,682.65	\$64,778.00	\$68,007.92	\$71,521.75
	Bi-weekly	\$2,260.26	\$2,372.41	\$2,491.46	\$2,615.69	\$2,750.84
	8 Hour	\$28.25	\$29.66	\$31.14	\$32.70	\$34.39
	Hourly	\$20.18	\$21.18	\$22.25	\$23.35	\$24.56
24	Annual	\$61,682.65	\$64,778.00	\$68,032.88	\$71,521.75	\$75,050.96
	Bi-weekly	\$2,372.41	\$2,491.46	\$2,616.65	\$2,750.84	\$2,886.58
	8 Hour	\$29.66	\$31.14	\$32.71	\$34.39	\$36.08
	Hourly	\$21.18	\$22.25	\$23.36	\$24.56	\$25.77
25	Annual	\$64,778.00	\$68,032.88	\$71,521.75	\$75,050.96	\$78,848.36
	Bi-weekly	\$2,491.46	\$2,616.65	\$2,750.84	\$2,886.58	\$3,032.63
	8 Hour	\$31.14	\$32.71	\$34.39	\$36.08	\$37.91
	Hourly	\$22.25	\$23.36	\$24.56	\$25.77	\$27.08

Bi-W Calcs Based on a 112 Hr. Pay Period
 Annual Calcs Based on 2912 Hrs./Yr.

FIRE Union
1/1/2022

EXHIBIT "B"

+1.5%

SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)

Grade		A	B	C	D	E
19	Annual	\$49,525.62	\$52,021.71	\$54,544.79	\$57,269.05	\$60,095.61
	Bi-weekly	\$1,904.83	\$2,000.83	\$2,097.88	\$2,202.66	\$2,311.37
	8 Hour	\$23.81	\$25.01	\$26.22	\$27.53	\$28.89
	Hourly	\$17.01	\$17.86	\$18.73	\$19.67	\$20.64
20	Annual	\$51,250.07	\$53,760.31	\$56,447.39	\$59,204.21	\$62,141.83
	Bi-weekly	\$1,971.16	\$2,067.70	\$2,171.05	\$2,277.09	\$2,390.07
	8 Hour	\$24.64	\$25.85	\$27.14	\$28.46	\$29.88
	Hourly	\$17.60	\$18.46	\$19.38	\$20.33	\$21.34
21	Annual	\$53,760.31	\$56,447.39	\$59,204.21	\$63,390.49	\$69,852.11
	Bi-weekly	\$2,067.70	\$2,171.05	\$2,277.09	\$2,438.10	\$2,686.62
	8 Hour	\$25.85	\$27.14	\$28.46	\$30.48	\$33.58
	Hourly	\$18.46	\$19.38	\$20.33	\$21.77	\$23.99
22	Annual	\$56,447.39	\$59,204.21	\$62,167.71	\$65,236.75	\$68,480.88
	Bi-weekly	\$2,171.05	\$2,277.09	\$2,391.07	\$2,509.11	\$2,633.88
	8 Hour	\$27.14	\$28.46	\$29.89	\$31.36	\$32.92
	Hourly	\$19.38	\$20.33	\$21.35	\$22.40	\$23.52
23	Annual	\$59,648.25	\$62,607.89	\$65,749.67	\$69,028.04	\$72,594.57
	Bi-weekly	\$2,294.16	\$2,408.00	\$2,528.83	\$2,654.92	\$2,792.10
	8 Hour	\$28.68	\$30.10	\$31.61	\$33.19	\$34.90
	Hourly	\$20.48	\$21.50	\$22.58	\$23.70	\$24.93
24	Annual	\$62,607.89	\$65,749.67	\$69,053.37	\$72,594.57	\$76,176.73
	Bi-weekly	\$2,408.00	\$2,528.83	\$2,655.90	\$2,792.10	\$2,929.87
	8 Hour	\$30.10	\$31.61	\$33.20	\$34.90	\$36.62
	Hourly	\$21.50	\$22.58	\$23.71	\$24.93	\$26.16
25	Annual	\$65,749.67	\$69,053.37	\$72,594.57	\$76,176.73	\$80,031.08
	Bi-weekly	\$2,528.83	\$2,655.90	\$2,792.10	\$2,929.87	\$3,078.12
	8 Hour	\$31.61	\$33.20	\$34.90	\$36.62	\$38.48
	Hourly	\$22.58	\$23.71	\$24.93	\$26.16	\$27.48

EXHIBIT "C"

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 26th day of February, 1998, by and between the City of Fort Dodge here and after referred to as the *City* and the Fort Dodge Firefighters Association Local Number 622 here and after referred to as the *Union*.

Whereas, the City and Union have for many years past entered into collective bargaining agreements (CBA) providing in part for work schedules and wage rates to include the current collective bargaining agreement for the period of July 1, 1998, through June 30, 1999, as follows.

Work schedules: normal working schedules for the Fort Dodge Fire Department members shall be on the basis of a total of "56" hours per week "as by State Civil Service Law". A normal shift day shall be defined as 24 consecutive hours commencing at 07:00 as noted on the calendar that the member is scheduled to work until 07:00 the following morning. Any call back time for firefighting shall be based at a rate of one and one half (1 1/2) time or at a rate of double time on Sundays and Holidays. A minimum of "two hours overtime shall apply for all call backs" and,

Whereas, since 1985 the collective bargaining agreements have been subject to the requirements of the Fair Labor Standards Act and,

Whereas, methods of compliance with the FLSA have been implemented but disputes and litigations have occurred with regard to that implementation and,

Whereas, the disputes and litigations have now been settled and as part of that settlement have agreed to enter into a Memorandum of Understanding for the implementation of a compliance procedure which Memorandum shall be considered an addendum to the current Collective Bargaining Agreement and the Collective Bargaining Agreement heretofore negotiated for the period of July 1, 1998 through June 30, 2000.

Now, therefore, in consideration hereof, the parties agree and understand that compliance with a fair labor standard act work schedule requirement shall be implemented as follows:

1. Firefighters will work 56 hours per week, 216 hours per 27 day work cycle.
2. The hours worked between 204 and 216 per work cycle shall be considered scheduled overtime hours. (SOH)
3. Hours worked shall be defined as hours scheduled per cycle less vacation, holidays, comp time days and all other forms of leave provided for in the Collective Bargaining Agreement except leave from work arising out of on job injury pursuant to Chapter 411 of the Code of Iowa.
4. Any firefighter who actually works as above defined more than 204 scheduled hours per work cycle shall be entitled to compensatory time off at the rate of one and one half hours per scheduled overtime hours worked in the manner herein after provided.

5. Nonscheduled overtime hours "Call Back and Holdover" shall not be subject to the comp time provisions hereof and shall be paid pursuant to the normal pay cycle at the applicable rate.
6. The City shall develop an accounting system for keeping account of scheduled overtime hours (SOH) worked and compensatory time taken and will be used on a "first accrued first used" basis.
7. Compensatory time may be taken in 24 hour (one shift) or 12 hour (half shift) blocks only. They may be scheduled on a first come first serve basis not less than 7 days in advance after they have been earned, subject to the approval of the Fire Chief, or designated representative. Comp time scheduled may not be canceled by either the employee or the City. The City may call back a firefighter on comp time leave under the same terms and conditions as a call back from holiday or vacation leave.
8. Any compensatory time not taken as above provided because it could not be scheduled under the rules shall be paid in cash at the rate of time and one half at the rates authorized by FLSA on or before July 30th immediately following the June 30th closure date (SOH x Hr. Rate x 150% = pay in lieu of comp time) and within 30 days of the date of an employee's retirement or termination.
9. The Chief may mandatorily schedule up to 48 hours compensatory days off when Firefighters have earned 72 hours or more and have failed to request time off when days for such purpose pursuant to the above restrictions were available. Seven days' notice of compulsory comp time utilization shall be provided to the individual firefighter.
10. Compensatory *time* earned each year prior to June 30th shall be either paid out at the rate earned at the end of the fiscal year or carried over, not to exceed seventy-two (72) hours, to the following fiscal year at the option of the employee. If firefighters elect to carry over compensatory time, within the parameters set forth above, they will place the request in writing and submit the request to management by the last FLSA period in June of that year."
11. In the event that a day, previously unavailable for comp time use becomes available; or a previously unscheduled available day exists and the requesting firefighter could not have requested the comp time seven days in advance; the Chief may approve a comp time request made not later than 48 hours in advance.
12. This is an independent program. Any other comp time program formal or informal shall not be part hereof and any conflict shall be resolved separately between the Union and the City.
13. This program shall be implemented at the beginning of the first pay cycle following its execution.