

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF FORT DODGE

And

FORT DODGE FIREFIGHTERS' ASSOCIATION

JULY 1ST, 2016 - JUNE 30TH, 2019

TABLE OF CONTENTS

Article I – Preamble	3
Article II – Recognition	3
Article III – Rates of Pay	4
Article IV – Work Schedules	4
Article V – Seniority	4
Article VI – Convention Delegates	5
Article VII – Vacation	5
Article VIII – Holidays	6
Article IX – Sick Leave	7
Article X – Serious Illness/Death in Family	8
Article XI – Insurance	9
Article XII – Leave of Absence	10
Article XIII – Grievance Procedure	11
Article XIV – Uniforms	12
Article XV – Union Dues Deduction	12
Article XVI – Financial Institution Deduction	13
Article XVII – Traditional Privileges	13
Article XVIII – Physical Examination	14
Article XIX - Wellness and Fitness	14
Article XX –Separation Agreement	15
Article XXI – Master Firefighter	15
Article XXII – City, Fire Associated Business	15
Article XXIII – Safety Committee	16
Article XXIV - Out of Rank Pay	16
Article XXV – Supplemental Pay	17
Article XXVI –Education Program	17
Article XXVII - Labor Management Meetings	18
Article XXVIII – Term of Agreement	18
Signature Page	19

TABLE OF CONTENTS CONTINUED

Exhibit “A” – Pay Grades & Step Advancement20
Exhibit “B” – Salary Schedule21
Exhibit “C” – Memorandum of Understanding27

ARTICLE I

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 II

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, 2016 through June 30th, 2019. 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, Lieutenants 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 III

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, 2016 through June 30th, 2019 shall be as set out in Exhibit "B" attached hereto and made a part hereof.

ARTICLE IV

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 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.

ARTICLE V

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 VI

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 VII

VACATION

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

- (a) One week after one year's service.
- (b) Two weeks after two years' service.
- (c) Three weeks after six years' service.
- (d) Four weeks after ten years' service.
- (e) Five weeks after fourteen years' service.

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 VIII

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 for telephone watch:

- (a) New Year's
- (b) Washington's Birthday
- (c) Decoration Day
- (d) Fourth of July
- (e) Labor Day
- (f) Veteran's Day
- (g) Thanksgiving
- (h) Christmas
- (i) Afternoon before Christmas and afternoon before New Year's.

All Holidays except (i) shall be considered a regular twenty-four (24) hour shift as defined in Article IV. Holidays (i) shall be considered to occur from 1900 hours to 0700 hours on a shift (7:00 p.m. to 7:00 a.m.). 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 a floating holiday 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.

With the transition from a fiscal to a calendar year, effective January 1, 2017, one-half of a twenty-four (24) hour shift or twelve (12) hours of floating holiday will be granted to any employee who does not use any sick days between July 1, 2016 and December 31, 2016. A regular twenty-four (24) hour shift floating holiday will then be granted at the start of each following calendar year of this contract to any member who does not use any sick days during the previous calendar year.

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 IX

SICK LEAVE

All Fire Department members of the City of Fort Dodge, as hereinabove set out and classified, who have been in the employ of the City for four (4) months shall receive full pay in the case of sickness in the following amounts:

- (a) After four (4) months, fourteen (14) days.
- (b) After first (1st) year of employment, thirty (30) days.
- (c) After fifth (5th) year of employment, sixty (60) days.
- (d) After ninth (9th) year of employment, ninety (90) days, and all years following, unless accumulated sick leave exceeds ninety (90) days, in which case accumulated sick leave shall prevail.

Each employee of the Fire Department of the City of Fort Dodge shall be credited with one (1) day sick leave for each month in which no sick leave is taken, to be accrued each year commencing January 1, 1954. When the sick leave thus accrued shall be more than the sick leave credited to each

employee as of January 1, 1954, the accrued sick leave shall prevail.

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.

Each employee of the Fire Department subject to the terms of this Agreement who utilizes sick leave shall be charged at the rate of two (2) days leave for each twenty-four (24) hour shift so utilized.

ARTICLE X

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, Assistant Fire 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, Assistant Fire Chief or officer in charge of the shift.

ARTICLE XI

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 pay the premium cost at a maximum dollar cost of the rates effective on those dates of Prescription Insurance for the employee and his dependents.

The City agrees to provide Air and Ground Ambulance Service at a maximum dollar rate effective on those dates for the employee and his dependents.

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

ARTICLE XII

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 XIII

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.

Grievance shall be handled in the following manner:

- (a) The grievance must be brought to the attention of the Chief or Assistant Chief within seventy-two (72) hours 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 the Human Resource Director for the City. This must be done in writing within five (5) days after the Chief has given his response.
- (d) The Human Resource Director will have seven (7) days in which to answer the grievance.
- (e) If the grievance has not been resolved after step (d), either party may request the Federal Mediation and Conciliation Service to appoint a Mediator.
- (f) If the grievance has not been resolved after Step (e), the aggrieved party may within five (5) days request 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.

Members of the Grievance Committee may meet with representatives of the City for the purpose of resolving said grievances during duty hours. A reasonable amount of time will be allowed for investigation and preparation of grievances consistent with the public safety.

ARTICLE XIV

UNIFORMS

The City shall grant each firefighter a uniform allowance of \$500 annually to purchase and maintain their uniforms. This shall be paid on or before July 30 of each year.

All new firefighters will be allowed all of their annual uniform allowance, as set out herein, upon reporting to work for the City.

If the Firefighter leaves the service of the City prior to completion of his probationary period, his/her uniform 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 XV

UNION DUES DEDUCTION

Upon presentation by the employee of signed authorization cards, the City Clerk shall deduct from the employee's pay the employee's regular Union dues. The City Clerk will then forward to the financial secretary of the Local #622, not later than the 18th day of the month, such Union dues, together with a list giving the name of the employee from which the deduction has been made and the authorization is completely voluntary and may be terminated by the employee at any time. The necessity of the spouse's signature as required in previous agreements is not necessary as long as the absence of such signature is not contrary to Iowa or Federal laws.

ARTICLE XVI

FINANCIAL INSTITUTION DEDUCTION

The City shall deduct, as each employee who shall authorize it in writing on a form which is on file with the City and which has not been revoked or declared by law to be illegal, from each pay period except in the middle pay period in those months having three pay periods, an amount of money as authorized in writing by such employee. The City Clerk shall within ten (10) days after the deduction, as hereto set forth, transmit to the appropriate financial institution the total of such amount deducted from the employee's paycheck. At such time of transmittal, the City of Fort Dodge shall be absolved and discharged from any further liability and responsibility. In the event this procedure is declared illegal, then the City shall be under no liability or responsibility to check off for Credit Union.

ARTICLE XVII

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) Trading of time. In regard to trading of time:
 - (1) Trading would be limited to six (6) twenty-four (24) hour shifts per member per year (emergencies exempt).
 - (2) Time paid back would not jeopardize member's original six (6) days per year.
 - (3) These six (6) days could be added to a member's vacation or paid Holidays, if so desired.
 - (4) Trade time may not be used for supplemental employment.
 - (5) Officer in charge of shift gives permission to trade time.

NOTE: Any member who violates part 4 of Privilege (h) will be subject to a three day suspension.

ARTICLE XVIII

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 XIX

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. A fund shall be established wherein a contribution to that fund will be made by the city for each employee who properly completes a fitness routine attached to this agreement as appendix D. The city shall contribute \$10/employee/month who properly completes a fitness routine a minimum of six (6) times within a month. 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.

ARTICLE XX

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 ninety (90) days. This benefit shall be paid according to the following formula:

Sick Leave: # of days times eight (8) hours per day times the forty (40) hour pay rate equals the total dollar amount.

Holidays/Vacation: # of days times twenty-four (24) 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 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 XXI

MASTER FIREFIGHTER

All Firefighters shall advance to the grade of Master Firefighter after thirteen (13) years continuous service.

ARTICLE XXII

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 XXIII

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 XXIV

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 XXV

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 at time and one-half for the hours spent while in court testifying or waiting to testify and shall receive a minimum of one and one-third hours at that rate for such a call-back. The Chief must be notified of all court time appearances.

Section 2. Haz Mat.

Each employee who receives OSHA Hazardous Material Technician certification and is assigned by the Chief to the Haz Mat Team shall receive \$100 per month.

Section 3. Paramedic.

Each employee who is a certified paramedic and maintains certification as a paramedic shall receive \$115.00 per month.

Section 4. ARRF.

Each employee who is assigned and trained in ARRF shall receive \$25.00 per month. This shall be limited to a maximum of nine (9) assignments during each calendar year.

ARTICLE XXVI

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 XXVII

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 XXVIII

TERM OF AGREEMENT

- A) The above agreement hereinabove set out shall remain in full force and effect from July 1st, 2016 through June 30th, 2019.
- 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, 2017 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 20th day of January, 2016 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:



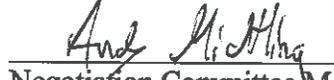
David Fierke, City Manager



Nathan Conrad, President,
Local 622



Jamie Anderson
Human Resource Director



Andy Miching
Negotiation Committee Member



Neil
Negotiation Committee Member

Attest:

City Clerk

Negotiation Committee Member

Negotiation Committee Member

Negotiation Committee Member

Approved as to legal form:

Negotiation Committee Member

City Attorney



City Attorney

EXHIBIT "A"

Probationary Firefighter19/A
Firefighter 19/B-E
Master Firefighter21/D-E
Assistant Fire Mechanic.....23
Firefighter / Lead Mechanic.....24
Lieutenant24
Captain25

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

All firefighters hired prior to 7/1/98 shall advance according to the following table:

Starting Grade and Step18A
After 1 year of service.....19A
After 2 years of service.....19B
After 4 years of service.....19C
After 7 years of service.....19D
After 11 years of service.....19E
After 13 years of service.....21D
After 16 years of service.....21E

All firefighters hired from 7/1/98 on shall advance 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 service.....19D
After 8 years of service.....19E
After 10 years of service.....21D
After 13 years of service.....21E

EXHIBIT "B"

+1.5%

**SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)**

Grade		A	B	C	D	E
18	Annual	\$39,475.77	\$41,598.10	\$43,723.01	\$45,864.57	\$48,157.00
	Bi-weekly	\$1,518.30	\$1,599.93	\$1,681.65	\$1,764.02	\$1,852.19
	8 Hr	\$18.98	\$20.00	\$21.02	\$22.05	\$23.15
	Hrly	\$13.56	\$14.29	\$15.01	\$15.75	\$16.54
19	Annual	\$42,251.83	\$44,381.31	\$46,533.83	\$48,857.98	\$51,269.41
	Bi-weekly	\$1,625.07	\$1,706.97	\$1,789.76	\$1,879.15	\$1,971.90
	8 Hr	\$20.31	\$21.34	\$22.37	\$23.49	\$24.65
	Hrly	\$14.51	\$15.24	\$15.98	\$16.78	\$17.61
20	Annual	\$43,723.01	\$45,864.57	\$48,157.00	\$50,508.93	\$53,015.10
	Bi-weekly	\$1,681.65	\$1,764.02	\$1,852.19	\$1,942.65	\$2,039.04
	8 Hr	\$21.02	\$22.05	\$23.15	\$24.28	\$25.49
	Hrly	\$15.01	\$15.75	\$16.54	\$17.35	\$18.21
21	Annual	\$45,864.57	\$48,157.00	\$50,508.93	\$54,080.37	\$59,592.98
	Bi-weekly	\$1,764.02	\$1,852.19	\$1,942.65	\$2,080.01	\$2,292.04
	8 Hr	\$22.05	\$23.15	\$24.28	\$26.00	\$28.65
	Hrly	\$15.75	\$16.54	\$17.35	\$18.57	\$20.46
22	Annual	\$48,157.00	\$50,508.93	\$53,037.18	\$55,655.47	\$58,423.14
	Bi-weekly	\$1,852.19	\$1,942.65	\$2,039.89	\$2,140.60	\$2,247.04
	8 Hr	\$23.15	\$24.28	\$25.50	\$26.76	\$28.09
	Hrly	\$16.54	\$17.35	\$18.21	\$19.11	\$20.06
23	Annual	\$50,887.75	\$53,412.71	\$56,093.07	\$58,889.94	\$61,932.66
	Bi-weekly	\$1,957.22	\$2,054.33	\$2,157.43	\$2,265.00	\$2,382.03
	8 Hr	\$24.47	\$25.68	\$26.97	\$28.31	\$29.78
	Hrly	\$17.48	\$18.34	\$19.26	\$20.22	\$21.27
24	Annual	\$53,412.71	\$56,093.07	\$58,911.55	\$61,932.66	\$64,988.70
	Bi-weekly	\$2,054.33	\$2,157.43	\$2,265.83	\$2,382.03	\$2,499.57
	8 Hr	\$25.68	\$26.97	\$28.32	\$29.78	\$31.24
	Hrly	\$18.34	\$19.26	\$20.23	\$21.27	\$22.32
25	Annual	\$56,093.07	\$58,911.55	\$61,932.66	\$64,988.70	\$68,276.98
	Bi-weekly	\$2,157.43	\$2,265.83	\$2,382.03	\$2,499.57	\$2,626.04
	8 Hr	\$26.97	\$28.32	\$29.78	\$31.24	\$32.83
	Hrly	\$19.26	\$20.23	\$21.27	\$22.32	\$23.45

EXHIBIT "B"

+1.5%

SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)

Grade		A	B	C	D	E
18	Annual	\$40,067.91	\$42,222.07	\$44,378.85	\$46,552.54	\$48,879.35
	Bi-weekly	\$1,541.07	\$1,623.93	\$1,706.88	\$1,790.48	\$1,879.98
	8 Hr	\$19.26	\$20.30	\$21.34	\$22.38	\$23.50
	Hrly	\$13.76	\$14.50	\$15.24	\$15.99	\$16.79
19	Annual	\$42,885.61	\$45,047.03	\$47,231.84	\$49,590.85	\$52,038.45
	Bi-weekly	\$1,649.45	\$1,732.58	\$1,816.61	\$1,907.34	\$2,001.48
	8 Hr	\$20.62	\$21.66	\$22.71	\$23.84	\$25.02
	Hrly	\$14.73	\$15.47	\$16.22	\$17.03	\$17.87
20	Annual	\$44,378.85	\$46,552.54	\$48,879.35	\$51,266.56	\$53,810.33
	Bi-weekly	\$1,706.88	\$1,790.48	\$1,879.98	\$1,971.79	\$2,069.63
	8 Hr	\$21.34	\$22.38	\$23.50	\$24.65	\$25.87
	Hrly	\$15.24	\$15.99	\$16.79	\$17.61	\$18.48
21	Annual	\$46,552.54	\$48,879.35	\$51,266.56	\$54,891.58	\$60,486.87
	Bi-weekly	\$1,790.48	\$1,879.98	\$1,971.79	\$2,111.21	\$2,326.42
	8 Hr	\$22.38	\$23.50	\$24.65	\$26.39	\$29.08
	Hrly	\$15.99	\$16.79	\$17.61	\$18.85	\$20.77
22	Annual	\$48,879.35	\$51,266.56	\$53,832.74	\$56,490.30	\$59,299.49
	Bi-weekly	\$1,879.98	\$1,971.79	\$2,070.49	\$2,172.70	\$2,280.75
	8 Hr	\$23.50	\$24.65	\$25.88	\$27.16	\$28.51
	Hrly	\$16.79	\$17.61	\$18.49	\$19.40	\$20.36
23	Annual	\$51,651.07	\$54,213.90	\$56,934.46	\$59,773.29	\$62,861.65
	Bi-weekly	\$1,986.58	\$2,085.15	\$2,189.79	\$2,298.97	\$2,417.76
	8 Hr	\$24.83	\$26.06	\$27.37	\$28.74	\$30.22
	Hrly	\$17.74	\$18.62	\$19.55	\$20.53	\$21.59
24	Annual	\$54,213.90	\$56,934.46	\$59,795.22	\$62,861.65	\$65,963.53
	Bi-weekly	\$2,085.15	\$2,189.79	\$2,299.82	\$2,417.76	\$2,537.06
	8 Hr	\$26.06	\$27.37	\$28.75	\$30.22	\$31.71
	Hrly	\$18.62	\$19.55	\$20.53	\$21.59	\$22.65
25	Annual	\$56,934.46	\$59,795.22	\$62,861.65	\$65,963.53	\$69,301.13
	Bi-weekly	\$2,189.79	\$2,299.82	\$2,417.76	\$2,537.06	\$2,665.43
	8 Hr	\$27.37	\$28.75	\$30.22	\$31.71	\$33.32
	Hrly	\$19.55	\$20.53	\$21.59	\$22.65	\$23.80

EXHIBIT "B"

+1.5%

SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)

Grade		A	B	C	D	E
18	Annual	\$40,668.93	\$42,855.40	\$45,044.53	\$47,250.83	\$49,612.55
	Bi-weekly	\$1,564.19	\$1,648.28	\$1,732.48	\$1,817.34	\$1,908.17
	8 Hr	\$19.55	\$20.60	\$21.66	\$22.72	\$23.85
	Hrly	\$13.97	\$14.72	\$15.47	\$16.23	\$17.04
19	Annual	\$43,528.90	\$45,722.74	\$47,940.32	\$50,334.72	\$52,819.02
	Bi-weekly	\$1,674.19	\$1,758.57	\$1,843.86	\$1,935.95	\$2,031.50
	8 Hr	\$20.93	\$21.98	\$23.05	\$24.20	\$25.39
	Hrly	\$14.95	\$15.70	\$16.46	\$17.29	\$18.14
20	Annual	\$45,044.53	\$47,250.83	\$49,612.55	\$52,035.56	\$54,617.48
	Bi-weekly	\$1,732.48	\$1,817.34	\$1,908.17	\$2,001.37	\$2,100.67
	8 Hr	\$21.66	\$22.72	\$23.85	\$25.02	\$26.26
	Hrly	\$15.47	\$16.23	\$17.04	\$17.87	\$18.76
21	Annual	\$47,250.83	\$49,612.55	\$52,035.56	\$55,714.95	\$61,394.18
	Bi-weekly	\$1,817.34	\$1,908.17	\$2,001.37	\$2,142.88	\$2,361.31
	8 Hr	\$22.72	\$23.85	\$25.02	\$26.79	\$29.52
	Hrly	\$16.23	\$17.04	\$17.87	\$19.13	\$21.08
22	Annual	\$49,612.55	\$52,035.56	\$54,640.23	\$57,337.66	\$60,188.98
	Bi-weekly	\$1,908.17	\$2,001.37	\$2,101.55	\$2,205.29	\$2,314.96
	8 Hr	\$23.85	\$25.02	\$26.27	\$27.57	\$28.94
	Hrly	\$17.04	\$17.87	\$18.76	\$19.69	\$20.67
23	Annual	\$52,425.83	\$55,027.11	\$57,788.48	\$60,669.89	\$63,804.57
	Bi-weekly	\$2,016.38	\$2,116.43	\$2,222.63	\$2,333.46	\$2,454.02
	8 Hr	\$25.20	\$26.46	\$27.78	\$29.17	\$30.68
	Hrly	\$18.00	\$18.90	\$19.84	\$20.83	\$21.91
24	Annual	\$55,027.11	\$57,788.48	\$60,692.15	\$63,804.57	\$66,952.99
	Bi-weekly	\$2,116.43	\$2,222.63	\$2,334.31	\$2,454.02	\$2,575.11
	8 Hr	\$26.46	\$27.78	\$29.18	\$30.68	\$32.19
	Hrly	\$18.90	\$19.84	\$20.84	\$21.91	\$22.99
25	Annual	\$57,788.48	\$60,692.15	\$63,804.57	\$66,952.99	\$70,340.65
	Bi-weekly	\$2,222.63	\$2,334.31	\$2,454.02	\$2,575.11	\$2,705.41
	8 Hr	\$27.78	\$29.18	\$30.68	\$32.19	\$33.82
	Hrly	\$19.84	\$20.84	\$21.91	\$22.99	\$24.16

EXHIBIT "B"

+1.5%

SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)

Grade		A	B	C	D	E
18	Annual	\$41,278.96	\$43,498.23	\$45,720.20	\$47,959.59	\$50,356.73
	Bi-weekly	\$1,587.65	\$1,673.01	\$1,758.47	\$1,844.60	\$1,936.80
	8 Hr	\$19.85	\$20.91	\$21.98	\$23.06	\$24.21
	Hrly	\$14.18	\$14.94	\$15.70	\$16.47	\$17.29
19	Annual	\$44,181.83	\$46,408.58	\$48,659.42	\$51,089.74	\$53,611.31
	Bi-weekly	\$1,699.30	\$1,784.95	\$1,871.52	\$1,964.99	\$2,061.97
	8 Hr	\$21.24	\$22.31	\$23.39	\$24.56	\$25.77
	Hrly	\$15.17	\$15.94	\$16.71	\$17.54	\$18.41
20	Annual	\$45,720.20	\$47,959.59	\$50,356.73	\$52,816.10	\$55,436.75
	Bi-weekly	\$1,758.47	\$1,844.60	\$1,936.80	\$2,031.39	\$2,132.18
	8 Hr	\$21.98	\$23.06	\$24.21	\$25.39	\$26.65
	Hrly	\$15.70	\$16.47	\$17.29	\$18.14	\$19.04
21	Annual	\$47,959.59	\$50,356.73	\$52,816.10	\$56,550.68	\$62,315.09
	Bi-weekly	\$1,844.60	\$1,936.80	\$2,031.39	\$2,175.03	\$2,396.73
	8 Hr	\$23.06	\$24.21	\$25.39	\$27.19	\$29.96
	Hrly	\$16.47	\$17.29	\$18.14	\$19.42	\$21.40
22	Annual	\$50,356.73	\$52,816.10	\$55,459.83	\$58,197.72	\$61,091.81
	Bi-weekly	\$1,936.80	\$2,031.39	\$2,133.07	\$2,238.37	\$2,349.69
	8 Hr	\$24.21	\$25.39	\$26.66	\$27.98	\$29.37
	Hrly	\$17.29	\$18.14	\$19.05	\$19.99	\$20.98
23	Annual	\$53,212.22	\$55,852.52	\$58,655.31	\$61,579.93	\$64,761.64
	Bi-weekly	\$2,046.62	\$2,148.17	\$2,255.97	\$2,368.46	\$2,490.83
	8 Hr	\$25.58	\$26.85	\$28.20	\$29.61	\$31.14
	Hrly	\$18.27	\$19.18	\$20.14	\$21.15	\$22.24
24	Annual	\$55,852.52	\$58,655.31	\$61,602.53	\$64,761.64	\$67,957.28
	Bi-weekly	\$2,148.17	\$2,255.97	\$2,369.33	\$2,490.83	\$2,613.74
	8 Hr	\$26.85	\$28.20	\$29.62	\$31.14	\$32.67
	Hrly	\$19.18	\$20.14	\$21.15	\$22.24	\$23.34
25	Annual	\$58,655.31	\$61,602.53	\$64,761.64	\$67,957.28	\$71,395.76
	Bi-weekly	\$2,255.97	\$2,369.33	\$2,490.83	\$2,613.74	\$2,745.99
	8 Hr	\$28.20	\$29.62	\$31.14	\$32.67	\$34.32
	Hrly	\$20.14	\$21.15	\$22.24	\$23.34	\$24.52

EXHIBIT "B"

+1.5%

SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)

Grade		A	B	C	D	E
18	Annual	\$41,898.15	\$44,150.71	\$46,406.01	\$48,678.99	\$51,112.08
	Bi-weekly	\$1,611.47	\$1,698.10	\$1,784.85	\$1,872.27	\$1,965.85
	8 Hr	\$20.14	\$21.23	\$22.31	\$23.40	\$24.57
	Hrly	\$14.39	\$15.16	\$15.94	\$16.72	\$17.55
19	Annual	\$44,844.56	\$47,104.71	\$49,389.31	\$51,856.08	\$54,415.48
	Bi-weekly	\$1,724.79	\$1,811.72	\$1,899.59	\$1,994.46	\$2,092.90
	8 Hr	\$21.56	\$22.65	\$23.74	\$24.93	\$26.16
	Hrly	\$15.40	\$16.18	\$16.96	\$17.81	\$18.69
20	Annual	\$46,406.01	\$48,678.99	\$51,112.08	\$53,608.34	\$56,268.30
	Bi-weekly	\$1,784.85	\$1,872.27	\$1,965.85	\$2,061.86	\$2,164.17
	8 Hr	\$22.31	\$23.40	\$24.57	\$25.77	\$27.05
	Hrly	\$15.94	\$16.72	\$17.55	\$18.41	\$19.32
21	Annual	\$48,678.99	\$51,112.08	\$53,608.34	\$57,398.94	\$63,249.81
	Bi-weekly	\$1,872.27	\$1,965.85	\$2,061.86	\$2,207.65	\$2,432.69
	8 Hr	\$23.40	\$24.57	\$25.77	\$27.60	\$30.41
	Hrly	\$16.72	\$17.55	\$18.41	\$19.71	\$21.72
22	Annual	\$51,112.08	\$53,608.34	\$56,291.73	\$59,070.69	\$62,008.19
	Bi-weekly	\$1,965.85	\$2,061.86	\$2,165.07	\$2,271.95	\$2,384.93
	8 Hr	\$24.57	\$25.77	\$27.06	\$28.40	\$29.81
	Hrly	\$17.55	\$18.41	\$19.33	\$20.29	\$21.29
23	Annual	\$54,010.40	\$56,690.30	\$59,535.14	\$62,503.63	\$65,733.06
	Bi-weekly	\$2,077.32	\$2,180.40	\$2,289.81	\$2,403.99	\$2,528.19
	8 Hr	\$25.97	\$27.25	\$28.62	\$30.05	\$31.60
	Hrly	\$18.55	\$19.47	\$20.44	\$21.46	\$22.57
24	Annual	\$56,690.30	\$59,535.14	\$62,526.57	\$65,733.06	\$68,976.64
	Bi-weekly	\$2,180.40	\$2,289.81	\$2,404.87	\$2,528.19	\$2,652.95
	8 Hr	\$27.25	\$28.62	\$30.06	\$31.60	\$33.16
	Hrly	\$19.47	\$20.44	\$21.47	\$22.57	\$23.69
25	Annual	\$59,535.14	\$62,526.57	\$65,733.06	\$68,976.64	\$72,466.69
	Bi-weekly	\$2,289.81	\$2,404.87	\$2,528.19	\$2,652.95	\$2,787.18
	8 Hr	\$28.62	\$30.06	\$31.60	\$33.16	\$34.84
	Hrly	\$20.44	\$21.47	\$22.57	\$23.69	\$24.89

EXHIBIT "B"

+1.5%

SALARY SCHEDULE
(STEPS BASED ON HOURLY RATES)

Grade		A	B	C	D	E
18	Annual	\$42,526.62	\$44,812.97	\$47,102.10	\$49,409.17	\$51,878.77
	Bi-weekly	\$1,635.64	\$1,723.58	\$1,811.62	\$1,900.35	\$1,995.34
	8 Hr	\$20.45	\$21.54	\$22.65	\$23.75	\$24.94
	Hrly	\$14.60	\$15.39	\$16.18	\$16.97	\$17.82
19	Annual	\$45,517.22	\$47,811.28	\$50,130.15	\$52,633.92	\$55,231.71
	Bi-weekly	\$1,750.66	\$1,838.90	\$1,928.08	\$2,024.38	\$2,124.30
	8 Hr	\$21.88	\$22.99	\$24.10	\$25.30	\$26.55
	Hrly	\$15.63	\$16.42	\$17.22	\$18.07	\$18.97
20	Annual	\$47,102.10	\$49,409.17	\$51,878.77	\$54,412.46	\$57,112.32
	Bi-weekly	\$1,811.62	\$1,900.35	\$1,995.34	\$2,092.79	\$2,196.63
	8 Hr	\$22.65	\$23.75	\$24.94	\$26.16	\$27.46
	Hrly	\$16.18	\$16.97	\$17.82	\$18.69	\$19.61
21	Annual	\$49,409.17	\$51,878.77	\$54,412.46	\$58,259.92	\$64,198.56
	Bi-weekly	\$1,900.35	\$1,995.34	\$2,092.79	\$2,240.77	\$2,469.18
	8 Hr	\$23.75	\$24.94	\$26.16	\$28.01	\$30.86
	Hrly	\$16.97	\$17.82	\$18.69	\$20.01	\$22.05
22	Annual	\$51,878.77	\$54,412.46	\$57,136.11	\$59,956.75	\$62,938.31
	Bi-weekly	\$1,995.34	\$2,092.79	\$2,197.54	\$2,306.03	\$2,420.70
	8 Hr	\$24.94	\$26.16	\$27.47	\$28.83	\$30.26
	Hrly	\$17.82	\$18.69	\$19.62	\$20.59	\$21.61
23	Annual	\$54,820.56	\$57,540.66	\$60,428.16	\$63,441.19	\$66,719.06
	Bi-weekly	\$2,108.48	\$2,213.10	\$2,324.16	\$2,440.05	\$2,566.12
	8 Hr	\$26.36	\$27.66	\$29.05	\$30.50	\$32.08
	Hrly	\$18.83	\$19.76	\$20.75	\$21.79	\$22.91
24	Annual	\$57,540.66	\$60,428.16	\$63,464.47	\$66,719.06	\$70,011.29
	Bi-weekly	\$2,213.10	\$2,324.16	\$2,440.94	\$2,566.12	\$2,692.74
	8 Hr	\$27.66	\$29.05	\$30.51	\$32.08	\$33.66
	Hrly	\$19.76	\$20.75	\$21.79	\$22.91	\$24.04
25	Annual	\$60,428.16	\$63,464.47	\$66,719.06	\$70,011.29	\$73,553.69
	Bi-weekly	\$2,324.16	\$2,440.94	\$2,566.12	\$2,692.74	\$2,828.99
	8 Hr	\$29.05	\$30.51	\$32.08	\$33.66	\$35.36
	Hrly	\$20.75	\$21.79	\$22.91	\$24.04	\$25.26

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. All call backs for divers shall be at the rate of a double time pay. 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. Non scheduled 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 shall 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.