RESOLUTION NO. 21-08-163

A RESOLUTION APPROVING AN ADDENDUM WITH FORT DODGE FIREFIGHTERS ASSOCIATION, LOCAL 622

WHEREAS, the current collective bargaining agreement (CBA) negotiated with the Fort Dodge Firefighters Association, Local 622, identifies the classifications which are represented; and

WHEREAS, the Fort Dodge Firefighters' bargaining unit has been amended as recognized by the State of Iowa Public Employment Labor Relations Board (PERB) on October 29, 2020 to include the classifications of Emergency Medical Technician (EMT), Paramedic and EMS Supervisor; and

WHEREAS, the current labor agreement negotiated with the Fort Dodge Firefighters' Association effective July 1, 2019 through June 30, 2022 provides for work rules and orderly operations, promoting harmonious relationships between the employer and its employees; and

WHEREAS, the attached Addendum establishes the conditions of employment and benefits provided to Emergency Medical Services (EMS) personnel; and

NOW, THEREFORE, BE IT RESOLVED that the attached Addendum to the Fort Dodge Firefighters' Association collective bargaining agreement become effective upon approval; and

PASSED AND APPROVED by the City Council of the City of Fort Dodge, Iowa, this <u>23rd</u> day of <u>August</u> 2021.

Ayes:	Flattery, Halter, Conrad, Fritz, Alstott, Moehnke and Schuur
Nave:	None
,	
Other:	None

City of Fort Dodge, Iowa

Matt-Bemrich, Mayor

Attest:

Jeff Nemmers, City Clerk

ADDENDUM City of Fort Dodge

Fort Dodge Firefighters Local 622

This Addendum (hereinafter the "Agreement") is entered into by and between the City of Fort Dodge, Iowa and Fort Dodge Firefighters Local 622. The collective bargaining agreement (CBA) between the City of Fort Dodge and Fort Dodge Firefighters Local 622 effective July 1st, 2019 and ending June 30, 2022 is amended as follows for the purpose of adding language specific to the conditions of employment and benefits for Emergency Medical Services (EMS) personnel under the following classifications: Emergency Medical Technician (EMT), Paramedic, and EMS Supervisor.

Whereas, the Union and the City have met and agree to the following employment conditions and benefits.

- 1) Wages and Increases
 - a. Wages for all EMS personnel and scheduled step increases shall continue to follow the non-union salary matrix and City of Fort Dodge Municipal Code 2.72.120.
 - b. Pay grades shall be as follows:
 - i. EMT Grade 12
 - ii. Paramedic Grade 16
 - iii. EMS Supervisor Grade 22
 - c. COLA increases approved by City Council for non-union employees shall apply to EMS personnel.
- 2) Hours of Work & Schedules
 - a. The EMS Division will typically operate with four (4) shifts of two (2) employees from 7:00 am to 11:00 pm, seven (7) days a week, 365 days a year.
 - b. The normal work schedule for EMTs and Paramedics will be 12-hour shifts, either the day shift from 7:00 am to 7:00 pm or afternoon/evening shift 11:00 am to 11:00 pm. Employees will work two (2) days on followed by two (2) days off; three (3) days on followed by two (2) days off.
 - c. At any time that the City or the Union would like to discuss a different schedule, both parties agree to meet and confer about that schedule. If the parties agree on a new schedule, it will be on an agreeable trial period. Schedules will not be changed except by mutual agreement of the Labor-Management Committee (per Article 27).
- 3) Overtime, Compensatory (Comp) Time, Call-Back
 - a. Employees will be paid in accordance with FLSA (Fair Labor Standards Act) regulations regarding overtime payments and compensatory (comp) time off.
 - b. Hours actually worked in excess of forty (40) in the week shall be paid at one and one-half (1.5) times their regular rate of pay or earned as comp time at time and one-half (1.5) to take off at a later date. Employees can request to either be paid overtime or to receive comp time with the approval of their supervisor.
 - c. If an EMT or Paramedic is required to work a shift outside of their normal shift schedule (not including trade time), those non-scheduled hours shall be paid at one and one-half times (1.5) their regular rate of pay or earned as comp time at time and one-half (1.5) to take off at a later date.
 - d. Any time in excess of any regularly scheduled twelve (12) hour shift will be paid at one and one-half (1.5) times or earned as comp time at time and one-half (1.5). If overtime is on a Sunday or a Holiday, per Article 9, it shall be paid at the rate of double time or earned as comp time at double time the hours worked.
 - e. The maximum amount of comp time an employee can accrue is 150 hours. Hours above 150 shall be paid as overtime. Carryover of comp time from one fiscal year to another

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- shall not be allowed. Any unused comp time at the end of the fiscal year shall be paid in full to the employee at the rate in effect on June 30th.
- f. Employees who are called back to perform work at the request of their supervisor after their normal scheduled working day shall receive a minimum of two (2) hours overtime at time and one-half (1.5) their normal rate of pay or in the case of comp time, at time and one-half (1.5) the number of hours worked. If an employee is called back on a Sunday or on a Holiday, per Article 9, the rate of pay shall be double time or earned as comp time at double time the number of hours worked.
- g. A call-back shall be defined as any time an employee is called back to duty outside of their normal schedule.

4) Paid Leave

- a. Paid leave benefits for vacation and sick leave shall continue to follow Section 7 of the City of Fort Dodge Employee Handbook, last revised January 1, 2021.
 - i. EMS employees shall select their vacation blocks of leave for the following calendar by November 30th, based on seniority within each shift, to allow for proper scheduling. Employees may reserve one week of vacation, up to 48 hours, to use during their regular shift days for unexpected leave needs. Vacation may be taken in a minimum of four (4) hour increments, unless the employee has less than four (4) hours accrued. Requests will be reviewed by the EMS Supervisor or Fire Chief and granted based on a number of factors including business needs, staffing requirements, and department rules.
- b. Full-time EMTs and Paramedics shall receive one hundred two (102) hours off per year in lieu of eight and a half (8.5) City recognized holidays at the rate of pay in effect at the time the employee takes the holiday.
 - Employees are allowed to schedule any number of holiday hours in any given month with management approval (EMS Supervisor or Fire Chief). All holiday time must be used in the calendar year. Holiday time not used in the calendar year will be lost.
- c. Employees will be allowed to schedule and use vacation and holiday hours prior to the actual accrual of those hours within a calendar year. Should an employee separate from employment with the City (voluntarily or involuntarily) and have a negative balance of vacation and/or holiday hours, the employee shall reimburse the City for the value of those negative hours.
- d. Leave for Serious Illness or Death in the Family
 - i. Leave shall be provided per Article 11 of the Firefighters' CBA, however, instead of "day" meaning a twenty-four (24) hour shift day, "day" will be an twelve (12) hour work day.
 - ii. Proper notification shall be given to the Chief or EMS Supervisor.
- e. Pay for court time absences shall follow Article 25, Supplemental Pay, Section 1, Court Time, of the Firefighters' CBA.

5) Trade Time

- a. EMS Division employees may be allowed to trade time in accordance with Article 16, Traditional Privileges, Section (h), of the Firefighters' CBA.
- 6) Grievance Procedures
 - a. EMS personnel will follow the grievance procedures outlined in Article 14 of the Firefighters' CBA.

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- 7) Uniform allowance will follow Article 15, Uniforms, of the Firefighters' CBA for all EMS personnel.
- 8) EMS Supervisor
 - a. Work Schedule
 - i. The normal work week for the EMS Division Supervisor shall consist of forty (40) hours per week, consisting of five (5) consecutive eight (8) hour days on duty Monday through Friday, however the normal schedule may be changed to fill in and accommodate the workload, with the Fire Chief's approval.
 - b. Overtime
 - i. Hours actually worked in excess of forty (40) in the workweek shall be paid at time and one-half (1.5) or earned as comp time at time and one-half (1.5). Any callback time shall be based on a rate of one and one-half (1.5) time, or at a rate of double time on Sundays and Holidays, either to be paid or earned as comp time. A minimum of two (2) hours overtime shall apply for all callbacks.
 - c. Holidays
 - i. The EMS Supervisor shall receive eight and a half (8.5) City recognized holidays per year at the rate of pay in effect at the time of the holiday. Those holidays shall be observed on the dates the City observes them.
 - d. Leave for Serious Illness or Death in the Family
 - i. 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.
 - ii. Proper notification shall be given to the Chief.

All other language in the collective bargaining agreement remains the same.

This Agreement shall be effective as of the date of signing and shall be in full force and effect through June 30, 2022.

Mayor Matt Bemrich

Date

David Fierke
City Manager

For the Union, Local 622

Date

Por the Union, Local 622

Date

Date

Date

Date

City Manager

Jamie N. Anderson
Human Resource Director
City of Fort Dodge